

Same.

Another copy of consent terms
filed in wp-6000/2023(As)

CORAM: SHRI G. S. PATEL J &
Dr Neela Gokha
Date: 4/08/2023

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
WRIT PETITION NO. 6000 OF 2023

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1. Malwani Gulmohar SRA CHS)
A registered Slum Society having)
Address at Squatters Colony, Veer)
Abdul Hamid Rd, Malwani, Malad)
West, Mumbai, Maharashtra 400095.)

2. Stans Buildtech Realty)
A Partner firm, having its registered)
Office address at B/518, Samarth)
Aishwarya, Lokhandwala, Andheri,)
West, Mumbai – 400053.)

...Petitioners

Versus

1. The Tehsildar)
Slum Rehabilitation Authority)
Anant Kanekar Marg, Bandra (E),)
Mumbai.)

2. State of Maharashtra)
Through Government Pleader)
Appellate Side, (Writ Cell),)
High Court, Mumbai.)

3. Sadhu Tukra Shetty)
Having his principal place of business)
At Malwani Squatters Colony)
Gate No. 6, Shahid Abdul Hamid)
Marg, Malwani, Malad West,)
Mumbai – 400095.)

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4. Pramila Sadhu Shetty)
 Having her principal place of business)
 At Malwani Squatters Colony)
 Gate No. 6, Shahid Abdul Hamid)
 Marg, Malwani, Malad West,)
 Mumbai – 400095.)

5. Prada Sadhu Shetty)
 Having his principal place of business)
 At Malwani Squatters Colony)
 Gate No. 6, Shahid Abdul Hamid)
 Marg, Malwani, Malad West,)
 Mumbai – 400095.)

...Respondents

AND

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
 ORDINARY ORIGINAL CIVIL JURISDICTION
 WRIT PETITION (ST) NO. 15687 OF 2023

1. Sadhu Tukra Shetty)
 Having his principal place of business)
 At Malwani Squatters Colony)
 Gate No. 6, Shahid Abdul Hamid)
 Marg, Malwani, Malad West,)
 Mumbai – 400095.)

2. Pramila Sadhu Shetty)
 Having her principal place of business)
 At Malwani Squatters Colony)
 Gate No. 6, Shahid Abdul Hamid)
 Marg, Malwani, Malad West,)
 Mumbai – 400095.)

...Petitioners

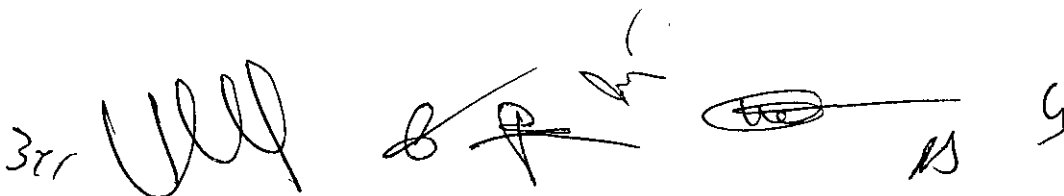
Versus

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1. The Tehsildar,)
Slum Rehabilitation Authority)
Anant Kanekar Marg,)
Bandra (east), Mumbai.)
 2. State of Maharashtra)
Through Government Pleader)
Original Side, (Writ Cell),)
High Court, Mumbai.)
 3. Malwani Gulmohar SRA CHS)
A registered Slum Society having)
Address at Squatters Colony, Veer)
Abdul Hamid Rd, Malwani, Malad)
West, Mumbai – 400095.)
 4. Tehnia Enterprises Pvt. Ltd.)
Having its Registered Office,)
Address at bungalow No. 22-91,)
RSC-2, SVP Nagar, Versova,)
Andheri (west), Mumbai – 400053.)
 5. Stans Buildtech Realty)
A Partnership firm, having its)
Office address at B/518, Samarth)
Aishwarya, Lokhandwala, Andheri,)
West, Mumbai – 400053.)
- ...Respondents

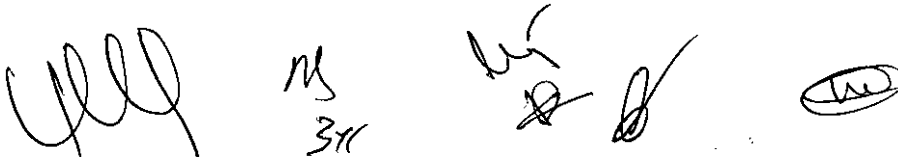
CONSENT TERMS

1. The Petitioner No. 1 in the Writ Petition No. 6000 of 2023 who is also the Respondent No. 4 in the Writ Petition (St) No. 15687 of



2023 shall hereafter be referred as "*the said Society*", herein represented by its Secretary Mrs. Gulshan Bano Mohd. Hussain Qureshi, Chairman, Mr. Mohammed Arif Rahis Shaikh and Treasurer, Mr. Nagesh Kumar M Tiwari, who are authorized by the Resolution passed in Minutes of Meeting of the members of the said society held on 08.08.2023. The Petitioner No. 2 in Writ Petition No. 6000 of 2023 who is also the Respondent No. 5 in the Writ Petition (St.) No. 15687 of 2023 represented through its Partner Mohd. Tufail Ansari shall hereafter be referred as "*The Joint Developer*". The Respondent No. 1 in both petitions shall hereafter be referred to as "*The SRA*". The Respondent No. 3 to 5 in Writ Petition No. 6000 of 2023 who are also the Petitioners in the Writ Petition (St.) No. 15687 of 2023 shall hereafter be referred as "*The Shetty's*". M/s. Tehnia Enterprises who is the Respondent No.4 in the Writ Petition (St) No. 15687 of 2023 represented by its Director Abdul Shakoor Shaikh shall hereafter be referred as "*The Developer*". The Developer and the Joint Developer shall jointly be referred as "*The Developers*".

2. The Shetty's had filed Suit No. 1468 of 2011 in the Hon'ble Bombay City Civil Court at Dindoshi, Mumbai against the Developer and the said Society seeking various reliefs inter-alia against the Developer. In the pendency of the said Suit No. 1468 of 2011, the parties thereto had signed Consent Terms dated 10.8.2011 and the Suit was disposed-off in terms of the Consent Terms.
3. Pursuant to the above, the Hon'ble Bombay City Civil Court at Dindoshi was pleased to pass Consent Decree dated 10.08.2011. The Parties hereby agree that the Consent Decree dated 10.08.2011 is valid and subsisting till the date of execution and filing of these presents and shall stand superseded by these present Consent Terms. It is hereby clarified that the Shetty's or any other party shall not press or enforce the Consent Decree dated 10.08.2011 as all the entitlements, given to the Shetty's in the old Consent Terms have been covered in the present Consent Terms and these Present

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Consent Terms shall be final and binding upon all the parties.

4. The Shetty's had filed an Execution Application No. 108 of 2022 on 14.10.2022 in the Hon'ble Bombay City Civil Court at Dindoshi, seeking execution of the said Consent Decree dated 10.8.2011. The Developer has in the Execution Application filed Chamber Summons No. 26 of 2023 seeking stay on the Execution of the Order dated 10.8.2011 and the same is pending. The Shetty's have also filed Chamber Summons No. 337 of 2023 and Chamber Summons No. 441 of 2023 and the same are pending. The Shetty's had also filed Suit No. 571 of 2023 in the Hon'ble Bombay City Civil Court at Dindoshi and had taken out Notice of Motion No. 705 of 2023 therein seeking various reliefs inter-alia as mentioned therein however the said Suit No. 571 of 2023 has been unconditionally withdrawn by the Shetty's. The Shetty's agree and undertake that they shall unconditionally withdraw their Notice of Lis Pendancy bearing Registration number BRL-9-4197/2023.
5. The said Consent Terms dated 10.8.2011 were challenged by the Developer and the said Society. The following proceedings were filed by the Developer and the said Society before the Hon'ble Bombay City Civil Court at Dindoshi: -
 - i. Notice of Motion No. 3937 of 2022 filed by the Developer under Order 23 Rule 3 of Code of Civil Procedure, 1908, instituted on 12.12.2022;
 - ii. Criminal Application filed by the Developer u/s 340 of Code of Criminal Procedure, 1973 r/w 195 of Indian Penal Code, 1860;
 - iii. Notice of Motion No. 4153 of 2022 filed by the said Society under Order 23 Rule 3 of Code of Civil Procedure, 1908, instituted on 23.12.2022; and
 - iv. Notice of Motion No. 348 of 2023 filed by the said Society u/s 340 of Code of Criminal Procedure, 1973 r/w 195 of Indian Penal Code, 1860, instituted on 27.01.2023.

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6. Other proceedings filed are as follows: -

- i. Application dated 30.12.2022, filed by the Joint Developer u/s 33 and 38 of the Maharashtra Slum Act with the Slum Rehabilitation Authority for eviction and demolition of the 6 structures occupied by the Shetty's;
 - ii. Writ Petition No. 6000 of 2023 Malwani Gulmohar SRA CHS & Anr vs Tehsildar SRA & Ors seeking expeditious disposal of the SRA proceedings, instituted on 01.04.2023.
 - iii. Writ Petition (L) No. 15687 of 2023 Sadhu Shetty and Ors vs SRA & Ors filed by the Shetty's on 13.06.2023
7. During the hearing of the captioned Writ Petitions it was impressed upon the parties to discuss and amicably resolve the disputes inter se pursuant to which the Shetty's, the said Society, the Developer and the Joint Developer held meetings and discussions and have decided to amicably resolve all disputes between them and have found a way to assist the Joint Developer to proceed with the further development of the project '95 West'.
8. The parties mutually agree and confirm that as the said Consent Terms recorded the "Key-to-Key" understanding which was an undertaking given by the Developer to the Shetty's, which was also confirmed by the Individual Agreements and Plans annexed thereto. However, the said Plans annexed to the old Consent Terms dated 2011 and the Key-to-Key understanding is not possible now in accordance to the current norms and DCPR 2034 and therefore the Shetty's in order to assist and facilitate the further redevelopment of the project and in the larger interest of the project have agreed and confirmed to the modified plans which are annexed to these Consent Terms.

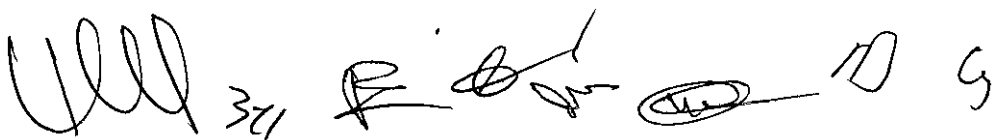

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9. The Shetty's have assured to vacate a part of their structures and shall allow the Developers to demolish the part of their structures more particularly described herein which is now falling in the building's construction line and the Shetty's shall be permitted to use the front part of the structures which is not falling on the building construction line on temporary basis until the New Permanent Premises along with Part OC is handed over to the Shetty's. All Parties herein agree that whatever is mentioned in the present Consent Terms shall be treated as their respective Undertakings given to the Hon'ble Court and shall be binding on all the parties.

10. The Shetty's who are in possession of the 6 structures having Divya Bar and restaurant, Sakhi Beer and Wine and Pan Patti bearing Annexure Numbers 160, 161, 162, 164, 165 and 168, which are situated at CTS No. 3510 (pt). Gate No. 6, Malwani Squatters Colony, Main Road facing Veer Abdul Hamid Road Malwani, Malad (west), Mumbai – 400095, hereby agree, confirm and undertake to vacate the part of their structures which are falling on the construction line (*'unretained portion'*) and allow the Developers to demolish the same in the manner hereinafter described, which shall be as per the plan annexed in Annexure – "A".

11. The understanding of the parties pertaining to the Structures occupied by the Shetty's, demolition of the unretained portion and other entitlements of the Shetty's pertaining to the Temporary Structures is enumerated herein below: -

A. PROVISION FOR RETAINING PART STRUCTURE OF DIVYA BAR AND RESTAURANT, SAKHI BEER AND WINE, PAN PATTI (SITUATED AT CTS NO.3510 (PT).GATE NO.6, MALVANI SQUATTERS COLONY,MALWANI, MALAD WEST, MAIN ROAD FACING VEER ABDUL HAMID ROAD, MUMBAI-

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400095) UNTIL SHIFTING TO NEW PERMANENT PREMISES

- i. Existing Retained Structure shall be a Structure admeasuring the existing breadth of the Existing Premises (i.e., the Frontage on the Main Road, which is admeasuring 37.8 Feet, i.e., (27.5 Feet - Divya Restaurant and Bar and 10.3 Feet Sakhi Beer and Wine) and shall be 8 Ft. in length towards the Sale Building for a period of 1 month from the date of complete demolition of the unretained part of the Shetty's structures and thereafter the Developers shall permit the Shetty's to occupy on a temporary basis approximate 14 Ft. in length along with the Additional Area, i.e., the Containers as mentioned hereinafter, until the new Permanent premises are ready. That the Developers shall never block the frontage. Hereinafter referred to as the **"Existing Retained Premises"**.
- ii. Additional Area having length of 8 ft shall be made ready by placing two Containers (One at each side) of (10Ft x 8ft) on the side of the Shetty's structures on the main road, with an opening connecting it to the existing retained part of the premises and the same shall be put and placed/installed by the Developers. Hereto annexed and marked as **Annexure – "B"** is a copy of the Plan showing the Existing Retained Structure and the Additional Area being added by way of two Containers.
- iii. The Developers undertake to shift and/or repair the existing Amenities which will be required to shift and/or repair on account of demolition of the existing structure in the Existing Retained Structure which are mentioned hereinafter:
 - a) Commercial Water Connection -- with provision for washrooms and overhead tanks

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- b) Electricity – Three Phase Electricity and all necessary Connections including Wire works and Power Sockets;
- c) Drainage Connection;
- d) Fire Protection System;
- e) Kitchen Space, with Exit;
- f) Provisions for Chimney and Exhaust;
- g) Provision for Air Conditioning; and
- h) 1 Washroom with Basin for the Retained Structure.

B. DEMOLITION OF UNRETAINED PORTION OF THE EXISTING STRUCTURE

- i. The unretained portion of the 5 contiguous existing structures, forming 1 Composite/Mega structure and 1 separate structure, which are Divya Restaurant and Bar, Sakhi Beer and Wine Shop and Pan Patti, occupied by the Shetty's which shall surrendered to the Developers to enable them to demolish the portion after leaving 8 feet in length of the structures. The unretained portion which shall be demolished is shown in the map annexed at Annexure A.
- ii. The Developers shall install two Containers at the left and right side of the structure of the Shetty's in the manner prescribed in Annexure –“B” hereto and shall thereafter construct a Wall inside the structures of the Shetty's after leaving a 8 ft. length from the start of the structures and after constructing the wall and shifting/ repairing all the amenities as mentioned above, the Developers shall be immediately entitled to demolish the portion of the 6 structures of the Shetty's as soon as the internal wall is constructed and for no reason whatsoever the Shetty's shall be entitled to hold onto the Unretained portion of the Existing Premises until called upon by the Developers to take possession of the New Permanent Premises. The Shetty's agree and undertake not to raise any objection or cause any hindrance in any manner

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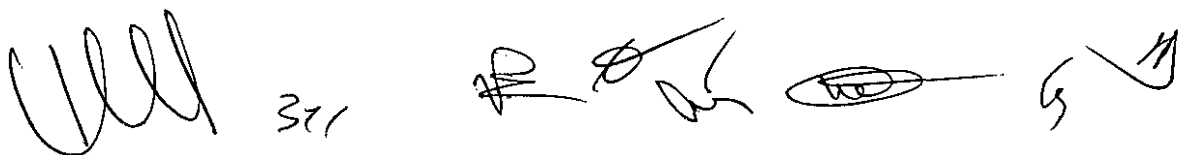
whatsoever when the Developers are demolishing the area as described in Annexure – “A” hereto.

- iii. The Shetty's hereby undertake, agree and confirm to provide all necessary assistance to the Developers to install the internal wall inside the structures occupied by the Shetty's on the retained premises and Developers shall be free to carry out construction work in accordance with the plans attached hereto, the construction shall be carried out in a manner which shall not restrain the Shetty's from carrying out their business at the Additional Areas
- iv. The Developers and the Shetty's confirm that immediately after constructing the internal wall inside the structures occupied the Shetty's, and placing the containers next to it and shifting/fitting all the amenities as mentioned above, the Developers shall be permitted to demolish the balance portion of the Shetty's structures on immediate basis and Shetty's agree confirm and undertake to not stop or disturb or prevent the Developers and further permit the Developers to do all acts required to demolish the unretained portion of the Shetty's structure to enable the Developers to carry out the further construction of the project. The Developers hereby agree, confirm and undertake that the demolition shall be carried out in a manner which shall not disturb and/or adversely affect the Shetty's and their ongoing business. The Developers agree, confirm and undertake that they shall be responsible for obtaining all necessary permissions, approvals and sanctions from the SRA and any other Authorities for the Containers on temporary basis, as mentioned above, by submission of appropriate plans, such that the Shetty's can carry out their business therein, without any hindrance and in the event that the Shetty's are restricted by the SRA and or any other authority from carrying out their business within the said Containers, these Developers



shall compensate the Shetty's with escalated Transit Rent for the period during which the Shetty's were unable to carry out their business, at the monthly rates which shall be at the rate of Rs. 1,50,000/- (Rs. One Lakh Fifty Thousand Only).

- v. The parties agree and understand that since the unretained portion of the Shetty's structures, i.e., Divya Restaurant and Bar, Sakhi Beer and Wine Shop and Pan Patti, are now falling directly on the construction line therefore it is absolutely necessary and urgent to demolish the unretained part of the structures at the earliest and therefore the Shetty's agree and undertake to assist the Developers and not raise any objection for demolition of the unretained part.
- vi. The Developers agree and undertake to install Safety Net/Tin Sheet at all times until the Full Occupancy Certificate is received, and that in case due to construction at Site any damage is caused to the new internal wall or any corner thereof the Developers shall repair the same within a period of 7 days after being called upon by the Shetty's.
- vii. The parties agree that the Shetty's shall be entitled to carry out their business of Divya Restaurant and Bar and Sakhi Wine and Beer Shop and Pan Patti in the Existing Retained Premises and the Additional Area, for the time required by the Developers to construct the Ground Floor plus First Floor of the Sale Building, which are facing the main road, and obtain Part Occupancy Certificate thereof, which period, these Developers assure to not exceed an approximate period of 9 months from the date of the commencement of work, which shall start on the date on which the demolition of the unretained portion has commenced. The 9 month period shall be subject to extension, in a scenario, wherein the Developers cannot obtain the required permissions, approvals and/or sanctions from the concerned authorities,

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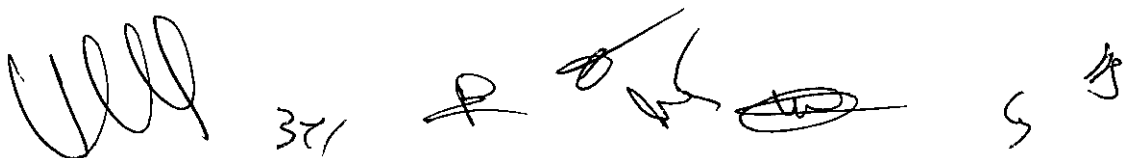
wherein the Developers have complied with all their obligations and the delay is caused by the concerned authority.

- viii. The Developers hereby assure to pay the Shetty's a sum of Rs. 1,10,000/- (Rs. One Lakh Ten Thousand Only) permonth towards compensation for monthly rent, towards all their 6 structures, for the period of 9 months or till date of possession of the New Permanent Premises is offered by the Developers, whichever comes earlier. The said monthly rental compensation shall be payable from the time the un-retained premises are demolished till the Developers are able to obtain part Occupancy Certificate for the new permanent premises and that the New Permanent Premises is offered/handed over to the Shetty's, the rent agreed hereinabove shall be paid by way of Post Dated Cheques for the 9 months to be handed over to Shetty's, within a period of 7 days from the signing of the present Consent Terms and in the event that the period exceeds 9 months, the further Cheques shall be handed over each month to the Shetty's on the 5th day of each month

12. The understanding of the parties pertaining to the New Permanent Premises to be allotted to the Shetty's and other entitlements of the Shetty's pertaining to the New Permanent Premises is enumerated hereinbelow: -

- i. The New Permanent premises of the Shetty's, insofar as the Divya Restaurant and Bar is concerned, shall be as follows:
 - a) Area of the ground floor of New Permanent Premises – 935 sq. feet RERA carpet area
 - b) Height of Ground Floor of New Permanent Premises – 3.9 m
 - c) Area of the First floor of New Permanent Premises – 1170 sq. feet RERA carpet area

- d) Height of First Floor of New Permanent Premises – 3.6 m
 - e) Loft Area of Ground Floor of New Permanent Premises–
308.55 sq. feet RERA carpet area height 1.5 meters. Four
Car Parking Spaces in the Sale Building, which shall be
shown to the Shetty's.
- ii. The New Permanent premises of the Shetty's, insofar as the
Sakhi Beer and Wine Shop is concerned, shall be as follows:
- a) Area of the ground floor of New Permanent Premises --
200 sq. feet RERA carpet area
 - b) Height of Ground Floor of New Permanent Premises – 3.9
m
 - c) Loft Area of Ground Floor of New Permanent Premises–
141.45 sq. feet RERA carpet area, height 1.5 meters.
- The Frontage for both the premises as mentioned above
shall be 22 Feet
- iii. The Developers shall only offer the New Permanent Premises
to the Shetty's after obtaining all the necessary approvals,
sanctions, certificates and permissions from SRA / BMC, and
Fire NOC etc., so that the Shetty's can commence and carry
out their Business of Divya Restaurant and Bar, Sakhi Beer
and Wine Shop and Pan Patti, from the new permanent
premises without any hindrance.
- iv. The Developers agree to amend and submit an application for
amendment of existing composite building plans to bring the
same in consonance with the present Consent Terms within a
period of two weeks hereof and the Developers further agree
that they shall get the amended plans approved within a period
of 6 months from the date of signing of the present Consent
Terms and further undertake that they shall in addition to the
total area promised to the Shetty's herein, not touch/create
third party rights on an additional area of 2500 sq. feet on the



first floor unless the plans annexed to the present Consent Terms for the Ground and 1st floor are approved by the SRA, needless to say that as soon as the Plans as annexed to the present Consent Terms are approved by the Authorities, the Developers shall have full and unrestricted entitlement to sell, deal with, dispose-off, the aforesaid area of 2500 Sq. Ft. mentioned hereinabove. All parties agree and undertake that the Plans annexed shall not be amended for whatsoever reason.

- v. The Shetty's agree and assure that in the event that the Developers require any Letters to be submitted before the SRA and/or any other authority, showing the amalgamation of their structures, the same shall be provided by them within a period of 3 days from request made by the Developers to that effect. The Shetty's further undertake to provide any and all letters and correspondences as required by the Developers to get the plans approved from the concerned authorities, i.e., SRA.
- vi. The Developers and the Society hereby unequivocally grant their respective NOC to the Shetty's permitting them to carry out their business of Divya Restaurant and Bar (FL-III License No. 386), Sakhi Beer and Wine Shop (FL/BR-II License No. 18) from the new permanent premises with Part OC and Full OC received thereafter.
- vii. The Developers and the Society agree, confirm and undertake that these Present Consent Terms shall be considered as irrevocable Deemed NOC (No Objection Certificate) granted to the Shetty's so as to allow the Shetty's to carry on their Businesses as mentioned above in the manner and style that the same was being carried out in their Existing Premises, which shall be produced, submitted and issued to the concerned authorities and the same shall be treated as an

Deemed NOC being granted by the Society and the Developers.

- viii. The Developers undertake to install the Amenities in the new Permanent premises as mentioned hereinafter -
- a. Private Water Connection – 24 hours running water + with provision for washrooms
 - b. Private Storage Tank.
 - c. Electricity – Three Phase Electricity, All necessary Connections, Wire works, Power Sockets, etc.
 - d. Private Separate Drainage connected directly to the main drainage system of the MCGM.
 - e. Fire Protection System
 - f. Kitchen Exit Door admeasuring 8” Height + 6” Length.
 - g. Provisions for Chimney and Exhaust for Commercial Restaurant
 - h. Provision for installing Air Conditioners and making A/C ducts
 - i. The amenities in the New Permanent Premises shall be as per the requirements and in accordance to the rules and regulations as set out by the concerned statutory and/or regulatory body for running the Commercial Restaurant and Bar and Beer and Wine Shop and the same shall be made available for both the Structures, i.e., Divya Restaurant and Bar and Sakhi Beer and Wine Shop.
 - j. Flooring of all the rooms and passages shall be vitrified Tiles with 4” skirting of Johnson or Vermora or Nitco or Euro.
 - k. Design Ceramic Tiles of John or Vermora or Nitco or Euro will be used on the walls and the flooring in the bathrooms.
 - l. Bathroom shall be provided with instant geyser (Electric & Gas), Jaguar’s hot and cold – water mixer with shower and stop cock.
 - m. All plumbing work shall be concealed and done in TATA

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G. I. pipes with "C Class".

- n. Granite Kitchen platform with S.S. Sink (Nirali or Equivalent) as per the Plan Supplied by the Member.
- o. Glass doors and Collapsible rolling shutter.
- p. Teak Wood main door frame, granite internal door frame with decorative panels and hardware.
- q. Full height Aluminum $\frac{3}{4}$ " sliding window with Anodizing coating (three tracks French Window) and M.S. Grill in all windows.
- r. Concealed electrical work with polycab or finolex wire and all necessary points in all rooms with ANCORE ROMA Switch. Lights of Philips & Fans will be of Crompton or Havel's in all rooms and exhaust fan in kitchen and toilet.
- s. Plastic paint (ICI or Asian or Deluxe) in all rooms with three coat finished and royal play texture in hall front wall.
- t. Provision for future implementation piped gas in kitchen and bathrooms.
- u. In Divya Restaurant and Bar, Separate entrance ~~to the~~ Ground ~~and the~~ and the Staircase Step shall be admeasuring 3.5 Feet in width.

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- ix. As soon as the Part OC for the Shetty's New Permanent Premises is obtained by the Developers, the Shetty's shall be granted 3 days to inspect their New Premises and in the event that the same is not to their satisfaction and/or the same does not have, or has any sub-standard amenities as defined hereinabove, the Developers shall repair, replace and/or reconstruct the same at their own costs and expenses.

- x. Once the new permanent premises is ready and the part OC up to 1st floor has come, the Shetty's shall take 3 months (90 days) time to vacate the retained temporary structure and shall shift within 3 months to the New Permanent Premises. It is clarified that in any event the Shetty's shall not be permitted

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to use the temporary retained structures after a period of 3 months from the date the Part Occupation Certificate is obtained by the Developers and the Developers shall have an absolute right to demolish the temporary un-retained structure after 3 months from the date possession of the new permanent premises is offered to the Shetty's.

- xi. In the event that any of the Shetty's fail to vacate and allow the Developers to demolish the retained structures, in the time stipulated above, then in such event the Court Receiver of this Hon'ble Court shall be empowered and entitled to vacate the Shetty's and allow the Developers to demolish their structures.
- xii. It is agreed between the parties that as soon as the RCC Structure up to the First Floor is constructed, the Shetty's shall immediately be permitted by these Developers in writing, to start Fit-Out Work of their Permanent Structures and as soon as the Part OC of the Ground and First Floor is obtained by the Developers, the Containers (Additional Area) as mentioned above shall be vacated by the Shetty's and the same shall be removed by the Developers/ Shetty's.
- xiii. In the event that the Shetty's are in a position to take possession of the New Permanent Premises at any time prior to the expiration of the 3 months as mentioned above, the Developers shall not object to the same and once the Shetty's have taken the possession of the New Premises, the Developers/ Shetty's shall be entitled to demolish the Existing Retained Premises immediately and without any delay.
- xiv. Further once the existing retained premises are demolished by the Developers they shall remove the debris in front of the New Permanent Premises, and repair and make usable the area in front of the New Permanent Premises and clear the area and keep the same clear, so as to keep the frontage always

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visible and free from any obstructions.

- xv. A Site Map each for the Ground Floor and First Floor of the new Permanent Premises which shall be submitted to SRA and approved by the SRA showing the New Permanent Premises of the Shetty's is annexed hereto as **Annexure - "C-1"** and **Annexure - "C-2"** respectively and the Developers undertake to get the same approved without any amendments from the SRA and on such approval being granted, the Developers shall intimate the Shetty's about the same

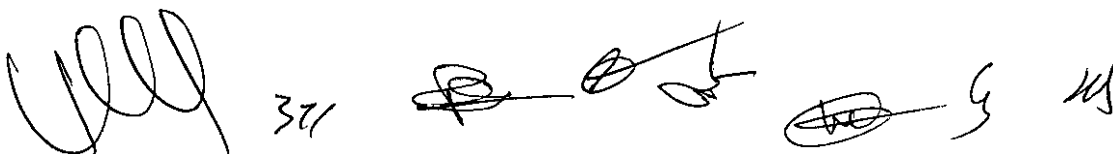
13. All the parties hereby agree to withdraw all proceedings including the Notice of Motions filed by the Society and the Developer and the proceedings filed by the Shetty's including the Execution Application and the two Chamber Summons filed therein and the parties hereby agree and undertake to not press/act upon the old Consent Terms dated 10.8.2011. The Joint Developer agrees and undertakes to withdraw the 33/38 proceedings filed before the Respondent No. 1 SRA Authority. The Shetty's also undertake to withdraw all Police Complaints filed against the members of the Society or the Developers. The Society and the Developers hereby jointly and severally agree, confirm and undertake that they shall not initiate any further 33/38 Proceedings and/or any other proceedings, before any authority or judicial authority, which shall be in regard to and/or jeopardize the Existing Retained Premises, the Additional Area and the New Permanent Premises and in the event that the same is initiated, the said Society and Developers shall indemnify and keep indemnified the Shetty's.

14. The parties hereto agree and undertake that in so far as the issue relating to the subject matter of the Suit No. 1468 of 2011 and as captured in the Consent Terms dated 10.8.2011 shall not be FINAL and binding on all parties thereto and that all parties shall be governed only by the present Consent Terms and no other clauses which form part of the old Consent Terms dated 10.8.2011 shall be

applicable and enforceable on any party. It is hereby reiterated that the entitlements, given to the Shetty's in the old Consent Terms dated 10.08.2011 are covered in the present Consent Terms and these Present Consent Terms shall be final and binding upon all the parties, and none of the parties shall ever have a right to enforce the old Consent Decree dated 10.08.2011.

15. The Developers shall execute individual Agreements and other documents as required under law with the Shetty's to assign and transfer the new permanent premises, free of costs from the Developers shares, as mentioned in the present Consent Terms and none of the parties herein, in any manner or for whatsoever reason be entitled to terminate, cancel and/ or revoke the individual Agreements as mentioned above. The Parties herein mutually agree, confirm and undertake that the Individual Agreements shall be in consonance to these Consent Terms. The draft Individual Agreements are annexed and marked as **Annexures – "D1" and "D2"** respectively. The parties undertake to execute and register the Individual Agreements within a period of 2 months before the demolition of the unretained premises. In the event that any of the parties fail/neglect to execute and register the same, then in such event the Prothonotary and Senior Master of this Hon'ble Court shall be empowered and entitled to do the same on behalf of the defaulting party. M/s. Tehnia Enterprises, the Developer shall solely bear the Stamp Duty, Registration Charges and any other incidental and ancillary charges, on the aforesaid individual Agreements to be executed in the favour of the Shetty's. The Parties hereby agree and confirm that the Sale Consideration in the Individual Agreements shall not be in monetary terms but in lieu of handing over their existing premises.

16. It is clarified that the extra entitlements being passed on to the Shetty's are on the basis of the Consent Terms dated 10.08.2011 signed by the Developer and as such the Joint Developer is only a confirming party hereto, and all costs and expenses pertaining to the extra free of cost area, amenities and other costs involved in

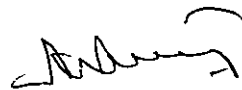


Handwritten signatures and initials at the bottom of the page, including a large signature on the left, the number '371', and several other signatures and initials on the right.

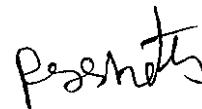
rehousing the Shetty's shall be accounted from the free sale area of M/s. Tehnia Enterprises Pvt Ltd, the Developer only.

17. The Developer understands that due to non-disclosure of the existence of the dispute with Shetty's and the provisions of the Consent Terms dated 10.8.2011, the project '95 West' has been delayed and the Joint Developer has suffered hardship and losses. Therefore, the Developer agree, confirm and undertake to reimburse the losses incurred to the Joint Developer and hereby agrees and undertakes to indemnify the Joint Developer for any and all losses caused to the Joint Developer on account of the dispute with the Shetty's and the Joint Developer shall be entitled to give accounts of the losses to the Developer and shall be entitled to further deduct the losses suffered on account of the Developer from the total area share of the Developer in the said project '95 West'.
18. The said Developers hereby agree, confirm and undertake that they shall in no circumstances abandon the project and/or assign/transfer the Development Rights of the same in any manner which prejudice any rights or entitlements given to the Shetty's under the present Consent Terms, in part or as a whole to any third-party individual or firm, without the written consent of the members of the Society, including the Shetty's.
19. The said Society hereby undertakes that the area and manner of the premises of the Shetty's as confirmed above shall not change in any event.

Dated this 11th day of August, 2023



Mr. Sadhu Shetty

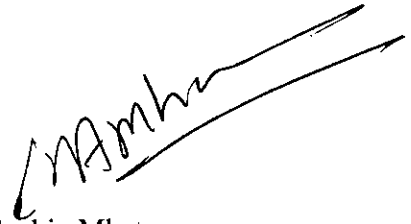


Mrs. Pramila Sadhu Shetty





Mr. Prada Shetty



Mr. Sachin Mhatre

Mhatre Law Associates

Advocate for the Shetty's

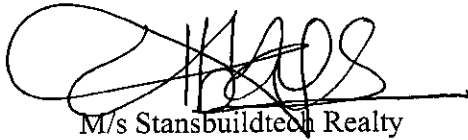
Malwani Gulmohar SRA CHS



Anmol Bartaria

Advocate for the Society and the

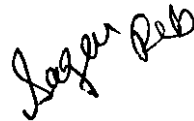
Joint Developer



M/s Stansbuildtech Realty



M/s Tehnia Enterprises Pvt Ltd



Sagar Deb

Advocate for the Developer



**EXTRACT OF MINUTES OF THE GENERAL MEETING OF THE
PARTNERS OF M/S STANS BUILDTECH REALTY HELD ON
09.08.2023 AT IT'S REGISTERED OFFICE AT ADDRESS B-518,
SAMARTH AISHWARYA, LOKHANDWALA, ANDHERI WEST,
MUMBAI – 400 053 FROM 10:00 A.M. TO 11:00 A.M.**

IT IS HEREBY RESOLVED THAT Mohd. Tufail Ansari, Partner is hereby
authorized to sign and execute consent terms and such other documents on
behalf of M/s Stans Buildtech Realty required to be filed in the Bombay High
Court in respect to Civil Writ Petition no. 6000 of 2023 and Writ Petition (St.)
no. 15687 of 2023.

**MOHD. SOHAIL ANSARI
(PARTNER)**

**MOHD. TUFAIL ANSARI
(PARTNER)**

Tehnia Enterprises Private Ltd.

23

Bungalow No.22-91, RSC-2, S.V.P. Nagar, Versova, Andheri (w), Mumbai - 53.
Tel: +91-22-26391381, +91-22-26341382 Cell: +91-9821012124
E-mail: tehniaenterprises@yahoo.in

**CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF
THE BOARD OF DIRECTORS OF TEHENIA ENTERPRISES PRIVATE LIMITED
HELD ON 7TH AUGUST, 2023 AT**

MUMBAI- 400051

"RESOLVED THAT Mr. Abdul Shakoor Shaikh, Director of the Company be and is hereby authorised to (a) appear, sign, verify, declare, affirm, make, present, submit and file all necessary Notices, Plaints, Petitions, Written Statements, Affidavits, Undertakings, Vakalatnamas, Declarations, Appeals, Revisions, Applications, Statements, Complaints, papers and documents and Consent Terms in Writ Petition No. 6000 of 2023 and Writ Petition (St) No. 15687 of 2023 and to represent the Company before the Hon'ble High Court and pertaining to the disputes pending with Sadhu Shetty & Ors and to do all such acts, things, deeds as may be necessary or proper to carry out the purposes mentioned hereinbefore.

//Certified True Copy//

For Tehenia Enterprises Private Limited

For Tehnia Enterprises Private Ltd.

Abdul Shakoor

Director

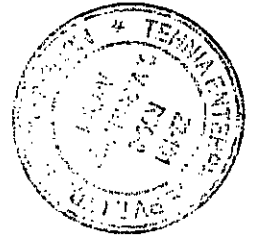
DIN: _____

Director

For Tehnia Enterprises Private Ltd.

[Signature]

Director



MALVANI GULMOHAR SRA C.H.S LTD.

REG NO: MUM/S.B.A /HSG/ (T.C)/13296/2022.

Address – CTS No. 3510 (PT), Village Malvani, Veer Abdul Hamid Road, Gate No. 6, Malad West,
Mumbai – 400095.

THE MINUTES OF THE MEETING OF THE MEMBERS OF THE
MALWANI GULMOHAR SRA CHSL HELD ON 8th AUGUST, 2023
AT THE REGISTERED OFFICE OF THE SOCIETY AT
CTS No: 3510 (PT), Village Malvani, Veer Abdul Hamid
Road, Gate No: 6, Malad West - 95 MUMBAI.

“RESOLVED THAT Mr. MOHD. ARIJ. R. SHAIKH,
Gulshan Bano Chureshi, Magesh Kumar - m. Thoon
of the Society is appointed by the
Society to act, appear and plead for the Society in before the Hon'ble Bombay
High Court in Writ Petition No. 6000 of 2023 and Writ Petition (St) No. 15687
of 2023 and to sign and execute Consent Terms being filed therein with
respect to disputes pertaining to the structures occupied by Sadhu Shetty &
Ors.

CERTIFIED TO BE TRUE

For MALWANI GULMOHAR SRA CHSL

मो० अरिज रवि शेख
1. Chairman 31/8/23

गुलशन बानो चुरेशी
2. Secretary Gulshan

मनोहरा कुमारी तिवारी
3. Treasurer



For MALWANI GULMOHAR SRA CHS LTD

31/8/23 Gulshan
Chairman Secretary Treasurer

MALVANI GULMOHAR SRA C.H.S LTD.

REG NO: MUM/S.R.A /HSG/ (T.C)/13296/2022.

Address – CTS No. 3510 (PT), Village Malvani, Veer Abdul Hamid Road, Gate No. 6, Malad West,
Mumbai – 400095.

- ...2...
- 4 नौसाद अली शेख < नौसाद अली
- 5 समान अली खान < ~~समान अली खान~~
- 6 Nargis Khan. Nargis Khan
- 7 Muktar Ahmed Shaikh. 
- 8 Anis Ahmed Ansari- Anis
- 9 Iddi' M. Khan. ईदी
- 10 Imambuddin Ansari - 

11



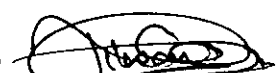
For MALVANI GULMOHAR SRA CHS LTD

अतिरिक्त

Chairman

Gulshan

Secretary



Treasurer

भारत सरकार
Government of India

मोहम्मद तुफैल अंसारी
Mohammed Tufail Ansari
जन्म तिथि/DOB: 15/01/1982
पुरुष/ MALE

Download Date: 04/02/2020

Issue Date: 28/01/2020

2941 2563 8927
VID : 9143 9956 1112 0589

मेरा आधार, मेरी पहचान

(Handwritten signature)

(Handwritten signature)

भारतीय विशिष्ट पहचान प्राधिकरण
Unique Identification Authority of India

पता:
C/O मोहम्मद अख्तर अंसारी, बी-1203 चौहान क्लासिक
सीरक्स लिमिटेड, ऑफिस वी रोड, कैप्टन सामंत मार्ग,
ओप अग्रवाल एस्टेट, जोगेश्वरी वेस्ट, मुंबई, मुंबई
सबर्बन,
महाराष्ट्र - 400102

Address:
C/O Mohammed Akhtar Ansari, B-1203
Chouhan Classic CHS LTD, Off S V Road,
Captain Samanth Marg, Opp Agarwal Estate,
Jogeshwari West, Mumbai, Mumbai
Suburban,
Maharashtra - 400102

2941 2563 8927
VID : 9143 9956 1112 0589

1947 | help@uidai.gov.in | www.uidai.gov.in



भारत सरकार
GOVERNMENT OF INDIA



गुलशन बानो मो. हुसैन कुरेशी
Gulshan Bano Mohd. Hussain Qureshi

जन्म वर्ष / Year of Birth : 1953
स्त्री / Female



2316 7200 0920

आधार — सामान्य माणसाचा अधिकार

Gulshan

Gulshan



भारतीय विशिष्ट ओळख प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

रूम-311, स्क्वार्टर्स कॉलनी, दिव्या
होटेल जवळ, गेट-6, मालवणी मालाड
पश्चिम खारोडी, मुंबई, महाराष्ट्र, 400095

Address: Room-311 Squaters
Colony, Near Divya Hotel, Gate-6,
Malwani, Malad West, Kharodi,
Mumbai, Maharashtra, 400095

1947
1800 180 1947

help@uidai.gov.in

www.uidai.gov.in

P.O. Box No. 1947,
Bangalore-560 001



भारत सरकार
Government of India



शेख अब्दुल शकूर
Shaikh Abdul Shakoor
जन्म तारीख / DOB : 08/07/1952
पुरुष / Male



7466 2878 1081

- सामान्य माणसाचा अधिकार

Abdul Shakoor

Abdul Shakoor



एनयूआईडीए अधिकार
Unique Identification Authority of India

पत्ता S/O अब्दुल अजीज शेख
22/191, एसवीपी नगर, म्हाडा,
वर्सावा, टेलिफोन एक्सचेंज, 4 बंगलो
, अंधेरी वेस्ट, मुंबई, आझाद नगर,
महाराष्ट्र, 400053

Address: S/O Abdul Aziz Shaikh, 22/191,
SVP Nagar, Mhada, Versova, Telephone
Exchange, 4 Bungalow, Andheri West,
Mumbai, Azad Nagar, Maharashtra,
400053

7466 2878 1081

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1800 300 1947

help@uidai.gov.in

www
www.uidai.gov.in



भारत सरकार
Government of India

Issue Date: 28/04/2011



नागेश कुमार एम तिवारी
Nagesh Kumar M Tiwari
जन्म तारीख / DOB: 15/01/1985
पुरुष / MALE

8436 1053 7573

8436 1053 7573

मेरा आधार, मेरी पहचान

(Signature)

(Signature)



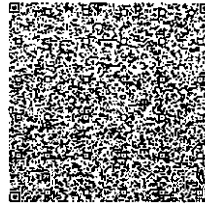
भारतीय विशिष्ट पहचान प्राधिकरण
Unique Identification Authority of India



पता: डी-विंग फ्लैट नं- १०१,
जहानवी हसग, सोसायटी, मार्वे रोड,
एवाटी, जुडस स्कूल मार्गे, जंकल्यान
नगर, मालाड वेस्ट, मुंबई.
महाराष्ट्र, ४०००९५

Print Date: 21/01/2021

Address: D- WING FLAT NO- 101,
JHANVI HSG. SOCIETY, MARVE ROAD,
BEHIND ST. JUDGES SCHOOL,
JANKALYAN NAGAR, MALAD WEST,
Mumbai, Maharashtra, 400095



8436 1053 7573

1947

help@uidai.gov.in

www.uidai.gov.in



भारत सरकार
Government of India

Issue Date: 19/07/2013



मोहम्मद आरिफ राहिस शेख
Mohammed Arif Rahis Shaikh

जन्म तारीख / DOB: 25/07/1973

पुरुष / MALE

6232 1659 4379

मेरा आधार, मेरी पहचान

आरिफ

आरिफ

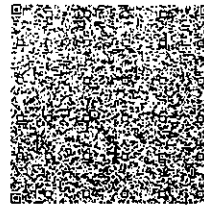


भारतीय विशिष्ट पहचान प्राधिकरण
Unique Identification Authority of India



पता: रूम नं.-314 स्क्वार्टर्स कॉलोनी
गेट नं.-6, अब्दुल हमीद रोड, दिव्या
मालवा मल, मालवणी मावाडा
मुंबई, महाराष्ट्र, 400095

Print Date: 23/07/2021
Address: Room No.-314 Squatters Colony
Gate No.-6, Abdul Hamid Road, Behind
Divya Hotel, Malwani Malad (West),
Mumbai, Mumbai, Maharashtra, 400095



6232 1659 4379



1947



help@uidai.gov.in



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Government of India

भारतीय विशिष्ट पहचान प्राधिकरण
Unique Identification Authority of India

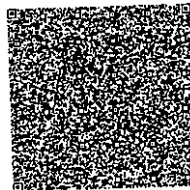
नामांकन क्रमांक / Enrollment No.: 0639/50091/22519

To
प्रमिला साधू शेटी
Pramila Sadhu Shetty
A/21, SHRAVASTI CHS LTD, MALAD LINK ROAD,
NEAR INORBIT MALL,
VTC: Malad West,
District: Mumbai,
State: Maharashtra,
PIN Code: 400064,
Mobile: 9870036706

47545382



MF475453822FI



आपका आधार क्रमांक / Your Aadhaar No. :

3468 9063 6892

मेरा आधार, मेरी पहचान



भारत सरकार
Government of India



Issue Date : 31/07/2011



प्रमिला साधू शेटी
Pramila Sadhu Shetty
जन्म तिथि / DOB : 26/08/1961
महिला / Female

3468 9063 6892

मेरा आधार, मेरी पहचान

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भारत सरकार
Government of India

भारतीय विशिष्ट पहचान प्राधिकरण
Unique Identification Authority of India

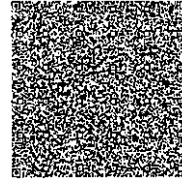
नामांकन क्रम / Enrollment No. : 0639/50091/22518

To
Sadhu Tukra Shetty
साधू तुक्रा शेट्टी
A/21, SHRAVASTI CHS LTD,
MALAD LINK ROAD,
NEAR INORBIT MALL,
VTC: Malad West,
District: Mumbai,
State: Maharashtra, PIN Code: 400064,
Mobile: 9867336706

34389241



KF343892419F1



आपका आधार क्रमांक / Your Aadhaar No. :

8544 0095 2960

मेरा आधार, मेरी पहचान



भारत सरकार
Government of India



Issue Date: 31/07/2011



साधू तुक्रा शेट्टी
Sadhu Tukra Shetty
जन्म तिथि / DOB: 15/06/1952
पुरुष / Male

8544 0095 2960

मेरा आधार, मेरी पहचान

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भारत सरकार
Government of India

भारतीय विशिष्ट पहचान प्राधिकरण
Unique Identification Authority of India

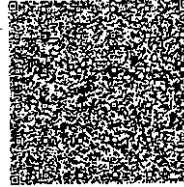
Enrollment No.: 0635/19373/07044

To
Prada Sadhu Shetty
C/O: Sadhu Shetty,
2805, Tower - 1, Auris Serenity, Link Road,
Malad West,
VTC: Mumbai,
PO: Malad West Dely,
Sub District: Borivali, District: Mumbai Suburban,
State: Maharashtra,
PIN Code: 400064,
Mobile: 9820019762

88790642



MF887906424Fi



आपका आधार क्रमांक / Your Aadhaar No. :

5715 2918 2483

मेरा आधार, मेरी पहचान



भारत सरकार
Government of India



Issue Date : 04/08/2011

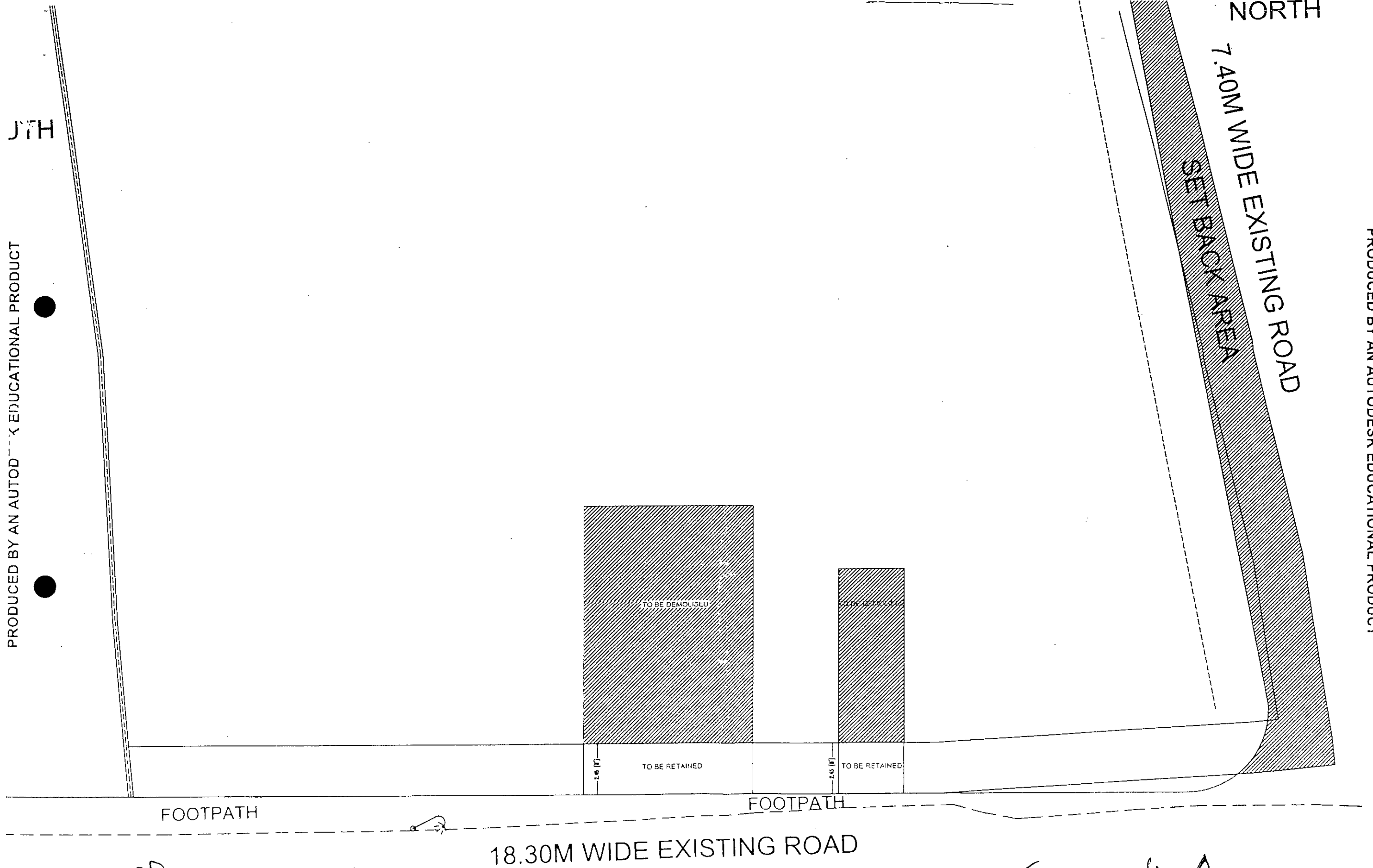


Prada Sadhu Shetty
DOB : 16/05/1981
Male

5715 2918 2483

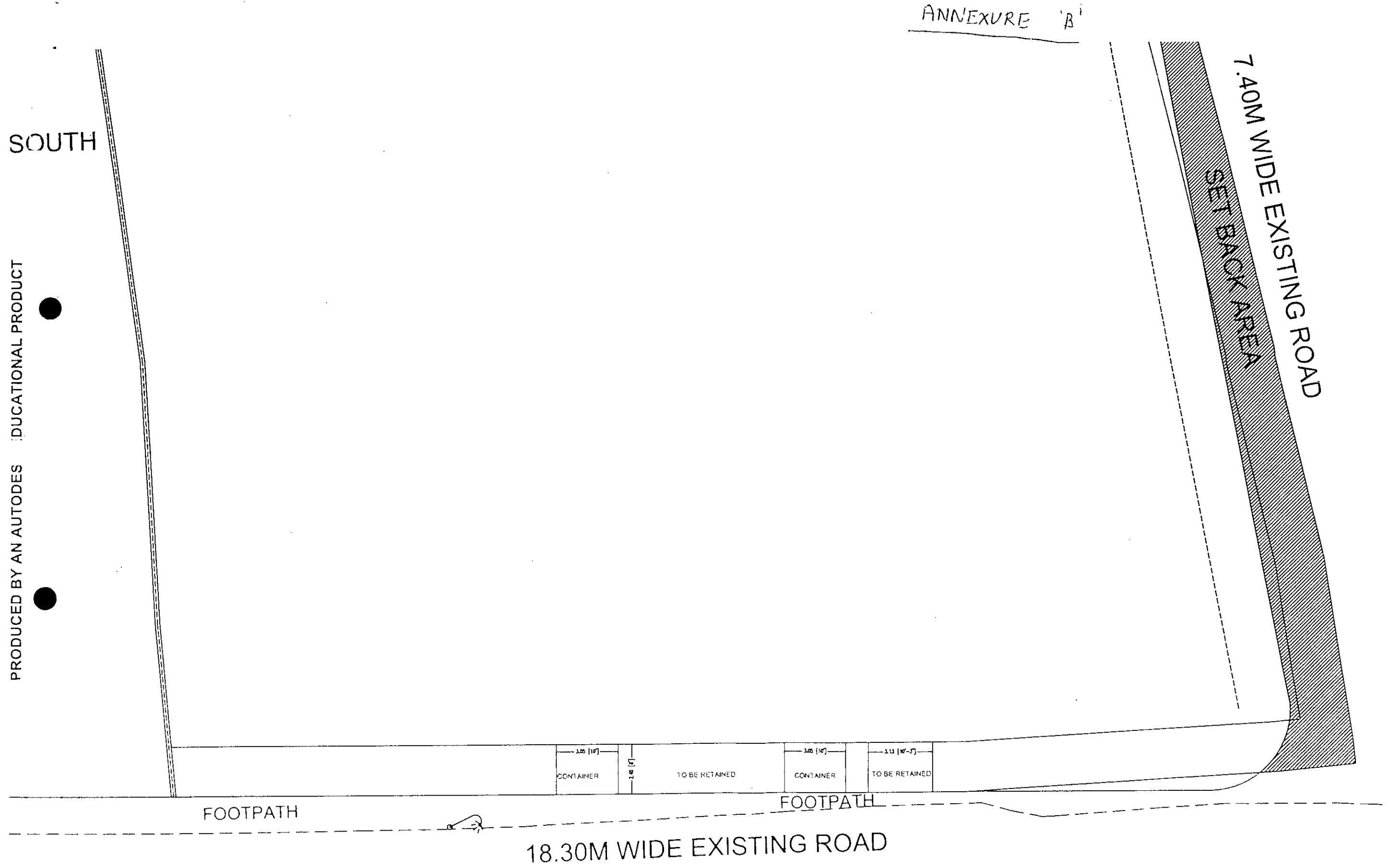
मेरा आधार, मेरी पहचान

ANNEXURE 'A'



PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT

PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT



PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT

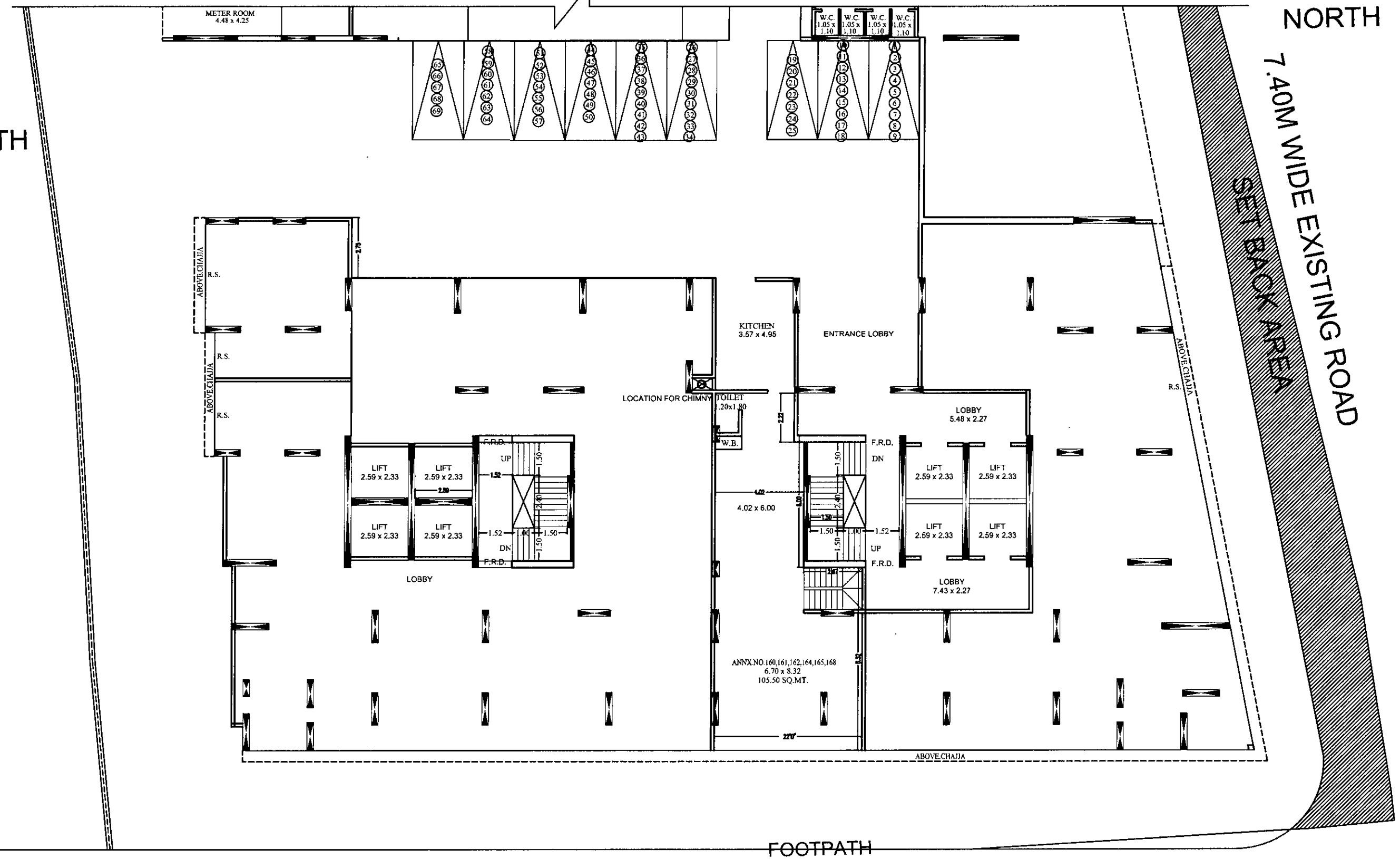
PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT

SOUTH

NORTH

ANNEXURE 'C-1'

7.40M WIDE EXISTING ROAD
SET BACK AREA



FOOTPATH

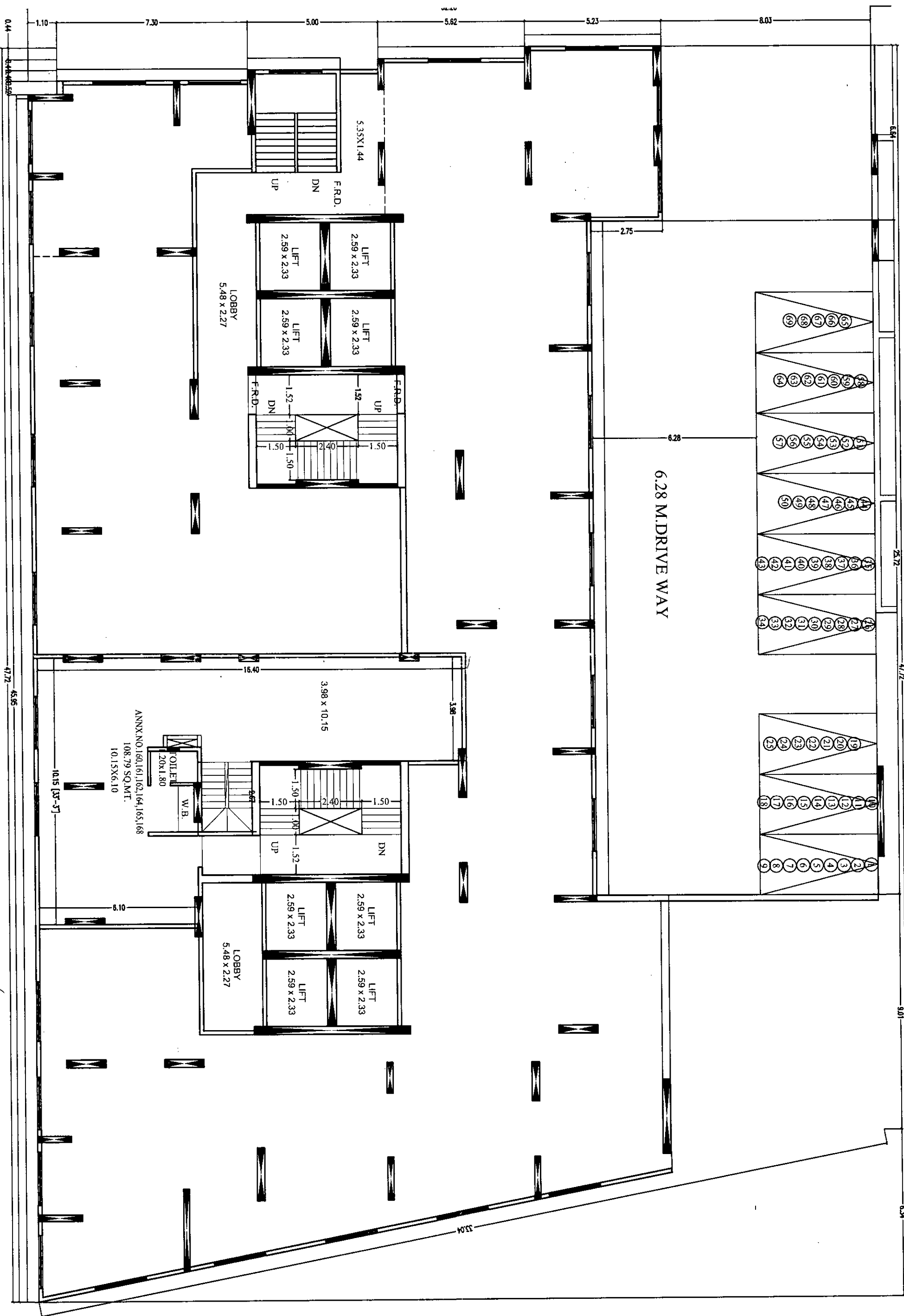
FOOTPATH

18.30M WIDE EXISTING ROAD
EAST

GROUND FLOOR PLAN

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Handwritten marks.



PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT

PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT

ANNEXURE 'D-1'

PERMANENT ALTERNATE ACCOMMODATION AGREEMENT IN
LIEU OF SURRENDER OF THE EXISTING STRUCTURE OF THE
MEMBER.

THIS AGREEMENT is made and entered into at Mumbai on
this 11th day of August, 2023.

BETWEEN

M/S. TEHNIA ENTERPRISES PRIVATE LTD., a Company
registered under the Provisions of the Companies Act, 1956
through its MANAGING DIRECTOR MR. SHAIKH ABDUL SHAKOOR,
having its registered office address at Bungalow No.22-91, RSC-2,
S.V.P. Nagar, Versova, Andheri (West), Mumbai - 400 053,
hereinafter called "THE DEVELOPER" (which expression shall
unless it be repugnant to the context or meaning thereof mean
and include their heirs, executors, administrators and assigns) of
the **FIRST PART**;

AND

(a) MR. SADHU T. SHETTY & (b) MRS. PRAMILA SADHU
SHETTY, both of them residing at A/21, Shravasti CHS Ltd., Malad
Link Road, Near Inorbit Mall, VTC - Malad (west), Mumbai -
400064, **(c) MR. PRADA SADHU SHETTY**, residing at 2805, Tower
- 1, Auris Serenity, Link Road, Malad (west), Mumbai - 400064,

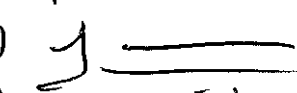
**THE MALWANI GULMOHAR (SRA) CO-OPERATIVE)
HOUSING SOCIETY**

MR. SADHU T. SHETTY

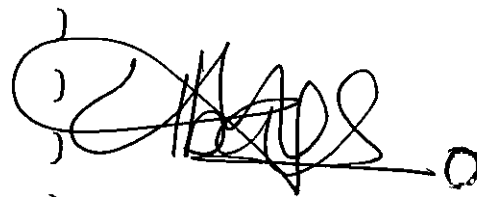
MR. PRAMILA S. SHETTY

MR. PRADA SADHU SHETTY

In the presence of

) 
) 
) 
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The within named "Confirming Party"
M/S. STANS BUILDTECH REALTY,
through its Authorized Representative/
Partner, Mr. Mohd. Tufail Ansari,
authorized vide Resolution dated 09.08.2023
passed in the Meeting dated 09.08.2023,
In the presence of

) 
) _____
) _____
) _____
) _____

ANNEXURE 'D-2'

PERMANENT ALTERNATE ACCOMMODATION AGREEMENT IN
LIEU OF SURRENDER OF THE EXISTING STRUCTURE OF THE
MEMBER.

THIS AGREEMENT is made and entered into at Mumbai on this 11th day of August, 2023.

BETWEEN

M/S. TEHNI A ENTERPRISES PRIVATE LTD., a Company registered under the Provisions of the Companies Act, 1956 through its MANAGING DIRECTOR MR. SHAIKH ABDUL SHAKOOR, having its registered office address at Bungalow No.22-91, RSC-2, S.V.P. Nagar, Versova, Andheri (West), Mumbai - 400 053, **hereinafter called "THE DEVELOPER"** (which expression shall unless it be repugnant to the context or meaning thereof mean and include their heirs, executors, administrators and assigns) of the FIRST PART;

AND

(a) MR. SADHU T. SHETTY & (b) MRS. PRAMILA SADHU SHETTY, both of them residing at A/21, Shrivasti CHS Ltd., Malad Link Road, Near Inorbit Mall, VTC - Malad (west), Mumbai - 400064, **(c) MR. PRADA SADHU SHETTY**, residing at 2805, Tower - 1, Auris Serenity, Link Road, Malad (west), Mumbai - 400064,



and independent Members of "THE MALWANI GULMOHAR (SRA) CO-OPERATIVE HOUSING SOCIETY ("**Society**")", holding 6 slum structures in Malwani Squatter Colony at Gate No. 6, Abdul Hamid Marg, Malwani, Malad (West), Mumbai - 400 095, wherein the Member is carrying out their Business under the name and style of "Divya Restaurant and Bar" and are holding all the necessary Licenses, Permissions and Sanctions for the same, **hereinafter called "THE MEMBERS"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his respective heirs, executors, administrators and assigns) of the SECOND PART;

AND

M/S. STANS BUILDTECH REALTY, a Partnership Firm, having its registered office at B/518, Samarth Aishwarya, Lokhandwala, Andheri (west), Mumbai - 400053, through its Authorized Representative/ Partner, Mr. Mohd. Tufail Ansari, (holding Aadhar Card No. 2941 2563 8927) authorized vide Resolution dated 09.08.2023, passed in the Meeting dated 09.08.2023, hereinafter referred to as the "**JOINT DEVELOPER/ CONFIRMING PARTY**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the THIRD PART;

The Party of the First, Second and Third Part are hereinafter referred to as "**Parties**" collectively and "**Party**" individually and



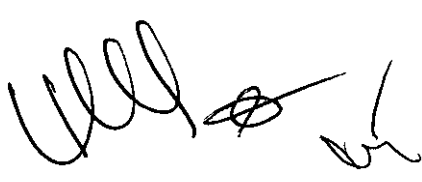
the Party of the First and Third Part are hereinafter collectively referred to as the "**Developers**" for the sake of brevity.

WHEREAS the Society and its Members are the occupants of a Plot situate at C.T.S. No. 3510 of Village Malwani Mumbai Suburban District, at Squatter Colony, Gate No.6, Malwani, Malad (West), Mumbai - 400 095 area admeasuring 3513.95 sq. Meters and more particularly described and written in the First Schedule hereunder written (hereinafter referred to as "THE SAID PROPERTY"). Better defined in the **First Schedule** hereunder. Hereto annexed and marked as **Annexure - 'I'** is the Property Card and hereto annexed and marked as **Annexure - 'II'** is the copy of City Survey Plan.

WHEREAS the said Property belongs to the Municipal Corporation of Greater Mumbai (MCGM) and they have issued Photo pass in the name of the respective Members of the said Society.

WHEREAS the Members of the said Society has constructed about 166 numbers of structures on the said Property and the same are presently occupied / constructed by the members, which has been so constructed in accordance with the necessary approvals / sanctions granted by MCGM and other Concerned Authorities and from out the Members own resources and the same has then been allotted by the Society to its respective

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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
WRIT PETITION NO. 6000 OF 2023

Malwani Gulmohar SRA CHS ...Petitioners
V/s.
The Tehsildar & Ors. ...Respondents

AND

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
WRIT PETITION (ST.) NO. 15687 OF 2023

Sadhu Tukra Shetty ...Petitioners
V/s.
The Tehsilodar & Ors. ...Respondents

CONSENT TERMS

Bombay, dated this 11th day of August, 2023.

Adv. Sachin A. Mhatre
Adv. Anmol Bartaria
Adv. Sagar Deb

Mhatre Law Associates
Chamber No. 1, Mhatre Cross Lane,
Dattapada Road, Borivali (east),
Mumbai – 400064.
Mobile – 9820343430
Email – sachin@mlaw.in