

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
ARBITRATION PETITION NO.623 OF 2016

M/s. Greenfield Developers ... Petitioner
versus
Mulund Narayan Pushp Co-op. Hsg. Soc.
Ltd. and Ors. ... Respondents

Mr. Naushad Engineer with Mr. B. Mehta, Ms. F. Dhanani i/by M/s. Dhruve Liladhar and Co., for Petitioner.
Mr. Topkar, for Respondent No.1.
Ms. K.R.Chimbulkhar, for Respondent No.2.
Mr. M.K.Tanna, for Respondent No.3.
Mr. Sadanand S. Jadhav, Respondent No.2, present.
Mr. Laxmikant M. Ganatra and Mr. Atul H. Ramani, Husband and cousin of Mrs. Leena Ganatra, Respondent No.3, present.

CORAM: S.J. KATHAWALLA, J.

**DATE: 16th MAY, 2016
(In Chambers)**

P.C.:

1. Mr. Laxmikant M. Ganatra and Mr. Atul H. Ramani, husband and cousin of Mrs. Leena Ganatra, are present in Court. The learned Advocate for Respondent No.3 on instructions states that Mrs. Leena Ganatra shall accept allotment of Flat No.B-201 admeasuring 695 sq.ft. The statement is accepted. It is also clarified that in the agreement for permanent alternate accommodation, Clause 41 shall be replaced by Clause 4 of the Development Agreement. The Plaintiff undertakes to hand over on or before 17-05-2016 all the annexures to the Permanent Alternate Accommodation Agreement to the Advocate for Respondent No.3. The

Parties shall comply with all the other terms and conditions set out in the Development Agreement. The Permanent Alternate Accommodation Agreement shall be executed on or before 20-05-2016. Mrs. Leena Ganatra and her family members undertakes to handover vacant and peaceful possession of the flat in her occupation to the Plaintiff or to the Society within two weeks from the date of this order. The undertakings are accepted. The Society shall within a period of two weeks from the date of receipt of possession of the said flat, withdraw the Dispute filed before the Co-operative Court bearing Application No.18 of 2016. All allegations made by the parties against each other stand withdrawn.

2. As far as Respondent No.2 - Mr. Sadanand Jadhav is concerned, he states that he shall take possession of Flat No.B-701 in the proposed newly constructed building admeasuring 823 sq.ft. The statement is accepted. He undertakes to pay for the additional 155 sq.ft. i.e. for 100 sq.ft. @ Rs.19,260/- and for the balance 55 sq.ft. @ Rs.21,400/- per sq.ft. as follows :

(i) On booking and finalization		
of plans by the Society	(10%)	Rs.3,10,300/-
(ii) On vacating	(7%)	Rs.2,17,210/-
(iii) on Plinth/Agreement	(7%)	Rs.2,17,210/-
whichever earlier		
(iv) on 1st Slab	(7%)	Rs.2,17,210/-

(v) On 2nd Slab	(7%)	Rs.2,17,210/-
(vi) On 3rd Slab	(7%)	Rs.2,17,210/-
(vii) On 4th Slab	(7%)	Rs.2,17,210/-
(viii) On 5th Slab	(6%)	Rs.1,86,180/-
(ix) On 6th Slab	(6%)	Rs.1,86,180/-
(x) On 7th Slab	(6%)	Rs.1,86,180/-
(xi) On Top Slab	(5%)	Rs.1,55,150/-
(xii) On brick work	(5%)	Rs.1,55,150/-
(xiii) On plaster	(5%)	Rs.1,55,150/-
(xiv) On possession	(15%)	Rs.4,65,450/-

Rs.31,03,000/-
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The undertaking is accepted.

3. The Permanent Alternate Accommodation Agreement shall be signed by and between Mr. Sadanand Jadhav, the Society and the Developer within a period of two weeks from the date of this order and shall be registered within one week thereafter. Mr. Sadanand Jadhav for self and on behalf of his family members, undertakes to hand over vacant and peaceful possession of the flat presently in his occupation to the Plaintiff or to the Society within two weeks from the date of this order. The Society shall within a period of two weeks from the date of receipt of possession of the said flat, withdraw the Dispute filed before the Co-operative Court

bearing Application No.17 of 2016 filed against Mr. Sadanand Jadhav.

4. All allegations made by the parties against each other stand withdrawn.
5. In view of this order, the above Arbitration Petition is disposed of.

(S.J.KATHAWALLA, J.)