

Property”) within 7 (seven) days from the date of this order with Union Bank of India, Fort Branch. All the Landlords shall be signatories to this Account. However; it is agreed that there will be minimum of 3 signatories (including the Plaintiff) for all transactions (including any investments or expenses) that need to be carried out from the Account. It is further agreed that all transactions from the Account (including by way of bank transfer) or any cheques issued shall be made only after obtaining the joint signatures of the Plaintiff, Defendant No.1 and Defendant No 3, Defendant No. 2 shall sign the cheques as and when he wishes to do so and is available in India.

(ii) The Landlords are directed to deposit all rents received either by bank transfer/cash/demand draft/cheque in respect of the Suit Property, including the Suit Premises, being Room No. 1, admeasuring 505 sq. ft. (North Side Premises), 1st Floor, Nagree Building, 50-56, Old Custom House Road now known as Shahid Bhagat Singh Road, Fort, Mumbai 400 023 in the said Account and make all payments in respect of the Suit Property, including the Suit Premises from the said Account. All amounts collected in respect of the Suit Property, including any rents, taxes, maintenance charges, penalties, interest, repair charges in respect of any premises therein shall be deposited in the said Account only from the date of this order.

(iii) It is agreed that all earlier accounts in respect of the Suit Property including account nos. 317902012013066 (Union Bank of India) and 1721328037 (Central Bank of India) of Defendant No. 1 shall be closed within 7 days from the date

of this order and Rs. 49,499/- (Rupees Forty Nine Thousand Four Hundred Ninety Nine only) in these accounts shall be immediately transferred to the said Account for the benefit of all the Landlords. Further, the balance amount of Rs. 10,000/- lying in the Union Bank of India account of Defendant No. 1 shall be transferred into the said Account upon the maturity of the fixed deposits. However, it is clarified that there are two Fixed Deposits of Rs. 10,00,000/- each bearing nos. 78580 and 78581 in the Union Bank of India account no. 317902012013066 of Defendant No. 1 (**“Old Account”**) which is due for maturity on 26th October, 2018 (**“Maturity Date”**) and hence the same would be continued only for the sake of holding such Fixed Deposits till the said Maturity Date. It is agreed that within 7 days from the Maturity Date, the amounts along the interest aggregating to Rs. 3,99,152/- (**“Fixed Deposit Amounts”**) shall be transferred by Defendant No. 1 to the said Account for the benefit of all the Landlords. It is clarified and agreed by Defendant No. 1 that he shall not use the said Old Account from the date of this order for any other transactions and/or in respect of the Suit Property or part thereof and shall close the said account within 7 days from the said Maturity Date and transfer of the said Fixed Deposit Amounts to the said Account.

(iv) The Landlords are directed to print new rent receipt books in the name of all the Landlords within 7 days from the date of this order in the format as agreed and tendered in Court which is taken on record and marked 'X' for identification

hereto as Annexure 1. It is further agreed that on and from the date of this order, all the rent receipts issued to any Landlord or any tenant in the Suit Property shall be issued as per the format marked 'X' only. It is further agreed that the all rent receipts are required to be signed by all the Landlords. The name of the Defendant No. 1 shall stand first in the new rent receipt books and the name of the Plaintiff shall be second. It is agreed that all old rent receipt books in the possession of each Landlord, if any, will be handed over to their respective Advocates in the presence of all Advocates on the date of this order. It is further agreed that none of the Landlords shall use the old rent receipt books for any reason whatsoever on and from the date of this order. In the event that any Landlord is found to be in breach of this clause 4, the other Landlords shall be at liberty to initiate contempt proceedings against the defaulting party.

(v) All Landlords are directed to contribute towards the maintenance of the Suit Property in proportion to the premises occupied by them.

(vi) All the landlords are directed to contribute Rs. 0.25 per sq.ft. towards maintenance of the Suit Property in proportion to the premises occupied by them in the Suit Property (“**Corpus Amounts**”). The said Corpus Amounts shall be deposited in the said Account and shall be used only as a reserve towards maintenance of the Suit Property after prior written approval of all the Landlords.

(viii) Defendant No. 1 undertakes to co-operate with the other Landlords, including the Plaintiff, to provide information and/or details in respect of the

maintenance of the Suit Property, amounts of rent and taxes payable by each Landlord/Tenant in respect of their premises, including the rate which has been levied, as and when requested to do so.

(ix) If one of the Landlords transfers his/her undivided share in the Suit Property to the other Landlord, without there being any right of pre-emption, for the sake of good order and transparency, such purchasing Landlord shall inform all the other Landlords within 30 days from the date of such transaction.

(x) Subject to clause 3 above, Defendant No. 1 confirms that all the investments along with the accrued benefits made from surplus funds will be transferred into the new Account to be opened by the landlords within 7 days from the date of this order and such investments are to be jointly held in the name of all the Landlords and for the benefit of all the Landlords.

(xi) All expenses and investments in respect of the Suit Property are to be made only with the prior written consent of all the Landlords. It is clarified that such consent may be provided by any Landlord vide e-mail to all the Landlords, at the option of such Landlord.

(xii) All Landlords are directed to clear all their arrears of rent due and payable by them from January, 2013 into the said Account.

(xiii) Within 10 days from the date of this order, the Landlords shall jointly write to all Tenants (including themselves if required), to clear all arrears of rent due

and payable by them, if any, till date and make such payment into the said Account, and that all future rents and payments in respect of the Suit Property shall be made in the said Account only and rent receipts shall be issued jointly by the Landlords as specified above. Every Landlord/Tenant shall be required to make payments in respect of their premises by the 15th day of each month into the said Account. All the Landlords/Tenants undertake to pay rent in respect of their premises by the 15th day of each month into the said Account and that there shall be no delay with respect to payment of their rent. In case of any default by such Landlord/Tenant, the Landlord/s are at liberty to jointly or individually file eviction proceedings against such defaulting Landlords/Tenants after providing written notice to such Landlord/Tenant and default by such Landlord/Tenant in making payment along with interest within 15 days from the date of receipt of such notice by such Landlord/Tenant.

(xiv) The Landlords undertake to make a joint application to the Municipal Corporation to issue the property tax bills in respect of the Suit Property in the names of Late Ebrahim Esmail Nagree and Late Abdul Karim Esmail Nagree. The Corporation is directed to immediately start issuing property tax bills in respect of the suit property in the above names upon receipt of the joint application.

3. The above Notice of Motion is accordingly disposed-off.

(S.J.KATHAWALLA, J.)