

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION
NOTICE OF MOTION NO.379 OF 2017
IN
COMMERCIAL SUIT NO.503 OF 2017**

Hiraben Balwantraai Madhani)....Applicant/Plaintiff

V/s.

Shri Kuber Housing Company Pvt. Ltd. & Ors.)....Defendants

Mr.Vijay M.Vaghela for plaintiff.

Mr.Sanjay T.Manek for defendants.

[Mr.Jethalal Dedhia-defendant no.2 present in Court].

CORAM : K.R.SHRIRAM,J

DATE : 25.3.2019

P.C.:-

1. Parties have entered into consent terms dated 20.3.2019.

The consent terms has been signed by plaintiff in Missouri City Texas, USA before the Notary Public Shrenik Patel who has also certified that consent terms has been explained to plaintiff in Gujarati language and after understanding the same, she confirmed that it has been drafted and engrossed as per her instructions and thereafter put initials on every page.

2. The consent terms is also signed by the director of defendant no.1, defendant no.2 and by their respective advocates. Defendants and the advocates have signed on the consent terms in the

Court today. Defendant no.2 who is also director of defendant no.1 is present in Court and is identified by Advocate Manek. Consent terms is taken on record and marked 'X' for identification.

3. For ease of reference, consent terms is scanned and reproduced here in below :-

X *[Signature]*
24/2/19

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COMMERCIAL SUIT NO. 302 OF 2017

CRABEN BALNATHAI MADHANI	1
Age 50 years, Occupation: Housewife	2
Address: House No. 10, 1st floor, 1st Cross Road,	3
And Post No. 8, 1st floor, 1st Cross Road,	4
Khandi Lane, Shetkoppa (West), Mumbai	5
401001, presently residing at 110112, Pearls,	6
2010, Houston, TX 77083, USA	7 Plaintiff
VS.	
1. SHRI. KUNDE CHILKIN COMPANY	1
Private Limited	2
A company incorporated under the	3
Provisions of the Companies Act, 1956	4
having its registered office at	5
102, Kuma Sankar 2, Off. Hingwadi	6
Link, behind Agalga House,	7
Chalkner Road, Worli, Mumbai 400022	8
2. JETIYALAL DEDHIA	1
Age 40 years, Occupation: Designer	2
Address: House No. 10, 1st floor,	3
Using his office address at 102	4
Kuma Sankar 2, Off. Hingwadi	5
Link, behind Agalga House	6
Chalkner Road, Worli, Mumbai 400022	7
2. DEFENDANTS	

[Signature]

[Signature] G. J. K. K.

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**CONSENT TERMS BETWEEN THE PLAINTIFF AND
DEFENDANTS**

17. Agree and declare that both parties shall make sign and execute the fresh Agreements for Two New Flats allotted to Plaintiff free of costs on ownership basis of land and will get them each in the proposed building in lieu of flat existing in No. 7 & 8, in a building called "Kaveri" lying within on the property bearing Survey No. 20, Block No. 9 and 9 and City Survey No. 2061/2015 at Village Gheekopar, Kiro, Taluka Kiro, Haveri Suburban District and both Agreements will be executed as per their Agreements annexed with plaint at page no. 202 & Page No. 206 Exhibit 10 & 11 of Plaintiff. Plaintiff is further agreed and declared that the Flat Number and Floor of the proposed Two Flats would choose as per the revised Plan to be submitted and sanctioned by MCMC and the same will be informed to the Plaintiff by Defendants once the Plan is approved and it may occur before 30 days of Defendants coming in possession of the existing premises. The Two Agreements and Agreements being Exhibit 10 and Exhibit 11 of the Plaint are ready and signed by both parties is annexed herewith and marked as Exhibit 10 and Exhibit 11 hereto.




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2. Agreed and ceded that the Defendants shall get the Plan of the proposed building reviewed from Municipal Authorities and inform the Plaintiff in writing about the approval of Plan, and upon receiving information from the Defendants in respect of Rent or Transit Accommodation amount and other agreed amounts and Defendants making a affidavit of two letters addressed to about 80-100 feet Carpet and in every of the floors, between 1st Floor to 5th Floor (could be same or even other on the same floor or 1st Floor and above and) in the new building to be constructed on the said property, the Plaintiff undertake to vacate and hand over possession to her existing Flat No. 7 & 8, within 30 days of such information for the purpose to consolidate in the Defendants after Registration of New Agreements and upon review of the amounts of Transfer Rent Accommodation and other agreed amounts.
3. Agreed and declared that with respect towards Stamp Duty, Registration, 10% Stamp Duty, and the New Floor Agreements shall be borne by Plaintiff and the Defendants shall not be liable for the same. The Defendant shall provide all cooperation, documents as required and shall make the same documents to present for Registration of the two documents immediately as to be informed by the Plaintiff and all the expenses of the legal fees as the case may be.

16/

21/06/2017

4. Agreed and declared that immediately after this consent terms shall be filed in this Honorable Court. The three daughters of the Plaintiff Mrs. CHANDRA, Mrs. K. and P. K. and Mr. Ashish M. Dadasaheb, the husband of Mrs. K. will Execute and take the declaration in accordance with Defendants and Plaintiff's possession of the one Plot No. 7 & 8 to Defendant's case. When it happens to Plaintiff after signing Consent Terms & Agreement of the Plaintiff actually handing over possession of the one Plot No. 7 & 8 and Defendants will deliver the possession of the one Plot No. 9 to all or any of the legal heirs of the Plaintiff as mutually agreed upon. The Court shall give written intimation to the Defendants and the Defendants undertake to sign, seal and execute all documents as required by the legal heirs of the Plaintiff as the circumstances arise in future and will hand over possession of the one Plot No. 9 to the Plaintiff as the legal heirs without any disputes without any conditions.
5. Defendants shall withdraw DAE No. 1488/2017 in Small Causes Court with 30 days of filing of this consent terms in this Honorable Court by filing the copy of this consent terms in order of the Court in Small Causes Court of Mumbai.
6. That Defendant's undertake in this Honorable Court that the Defendants shall put the Plaintiff and/or her nominee or legal heirs as the circumstances arise in possession of

10/11/17

10/11/17

THIS IS TO CERTIFY THAT SMT. HIRABEN BALWANTRAI MADHANI, along with Mr. Prakash Dhanraj came to my office for Notarial work on the document styled as "Consent Terms" of the High Court Commercial Suit No. 503 of 2017.

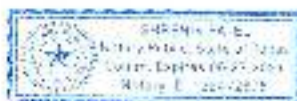
The contents of Consent Terms are read over and explained to her in Gujarati Language and said HIRABEN BALWANTRAI MADHANI confirmed that the said Consent Terms are drafted and endorsed as per instructions, therefore in my presence she initialed in every pages in Gujarati Language and ultimately at last she put her full signature in Gujarati Language in my presence. Thereafter I put my signature and seal and accordingly I have completed the Notarial work on the document.

Dated this 2nd day of March, 2019.

Place: Muscat, Oman, U.A.E
Date: 02/03/2019

SHA

NOTARY



4. Order in terms of consent terms.
5. All undertakings accepted. All statements accepted as undertakings. All interim applications disposed. All orders stand vacated.

6. Suit accordingly stands decreed in terms of the consent terms. Drawn up decree dispensed with.
7. Refund of court fees in accordance with Rules.
8. All to act on an authenticated copy of this order.

(K.R.SHRIRAM,J)