

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
NOTICE OF MOTION NO.479 OF 2018**

IN

SUIT NO.287 OF 2018

The Shivsharan Co-op. Housing Society Ltd.)....Applicant/Plaintiff

V/s.

Shivgiri Group and Ors.)....Defendants

Ms.Kranti Hiwrale for plaintiff/applicant.

Ms.Aditi S.Naikare I/by P.J.Thorat erstwhile Advocate for plaintiff.

[Mr.Kiran C.Parab-Chairman, Mr.Zoher Doriwala-Secretary and Mr.Hemant Kulkarni-Treasurer of plaintiff present].

Mr.Kapil N.Gor for defendant nos.1, 2, 6, 7 & 8.

[Mr.Dhiraj Patel-defendant no.7 and Mr.Chhabil Patel-defendant no.8 are present].

CORAM : K.R.SHRIRAM,J

DATE : 15.4.2019

P.C.:-

1. At the outset, Advocate for plaintiff/applicant seeks leave to withdraw the suit against defendant nos.2 to 6. Suit against defendant nos.2 to 6 dismissed as withdrawn.

2. Plaintiff and defendant nos.1, 7 & 8 have entered into consent terms dated 8.4.2019. The consent terms signed by the partners of defendant no.1 who were also defendant nos.7 & 8, the office bearer of plaintiff-society and their respective Advocates, is taken on record and marked 'X' for identification. All statements in the consent terms accepted as undertaking to this Court.

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

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CONSENT TERMS BETWEEN THE PLAINTIFF AND DEFENDANT(S) ABOVE-NAMED

1. Both the parties have decided to put an end to the pending litigation and agreed upon the terms and conditions set out herein under out of court.
2. Both the parties hereto have agreed to withdraw the correspondence/inter-pleads exchanged between the parties hereto.
3. Minutes of the meeting held between new Committee members and developers on 05/09/2018 is part of this Consent Terms.

4. The plaintiff Society will execute the Supplementary Lease in respect of Tili-Bit area admeasuring 285.59 Sq. Meter and the defendant/developer/contractor shall file with the MHADA Authority and obtain Declaration that Form at the defendant developer/contractor on or before December 31st, 2019. The Plaintiff Society will extend full cooperation and execute all the necessary documents with regard thereto, i.e. apply for the addition of Tili-Bit area in the property card at City Survey Office in Malad, Mumbai.

5. The defendant/developer/contractor would initiate pending registration of Agreements to provide permanent alternate accommodation and register the same with the registration authority on or before the end of November, 2019.

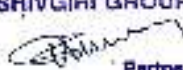
6. The defendant/developer/contractor shall be liable to register documents of the flat owners and the purchasers to the Society for their record.

7. The Society will admit the saleable Flat Owners as members of the Society. The Saleable Flat owners will pay membership fees and other fees as applicable as per bye-laws of the Society and Development Agreement.

8. Pursuant to the above, the defendant/developer/contractor shall pay Rs. 25000/- (Rupees Twenty-Five Thousand only) on behalf of saleable per purchaser/member to the Society to create fund for the Society on completion of all the works as aforesaid.

9. The defendant/developer/contractor will appoint a technical team to survey and fix up the power lines and rectify the leakage problems, if any.

10. In view of above, both the parties will withdraw of Notice Of Motion No. 479 of 2018 along with Suit Bearing No. 287 of 2018 pending in Hon'ble High Court, Bombay and also withdraw the Suit Bearing No. CC/17/32 pending before the Consumer Forum.

For SHIVGIRI GROUP

 Partner

For THE SHIVGIRI GROUP LIMITED

 Director

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11. The Plaintiff shall pass proper resolution with the effect and withdraw all proceedings pending in High Court, Consumer Forum, District Deputy Registrar, etc.

12. The Developer shall have to pay balance amount of Rs. 4,50,000/- (Rupees, Four Lakh Fifty Thousand, only) to the Society against handover of one car parking slot parking space (shock parking no. 3 & 4) to the Developer. This is as per letter Ref. No. Nil dated 18.03.2011, acknowledged by the Society. This is adjusted as per letter Ref. No. Nil dated 09.03.2013, acknowledged by the Society.

13. The Plaintiff Authorizes, Sanjiv Reddy, Defendant No. 2 to S.

14. Decree in terms of the consent terms.

Dated this 6th day of April, 2015.

Sanjiv Reddy
Sanjiv Reddy
Advocate for Plaintiff

THE SHIVGIRI GROUP, SOCIETY LTD.
CHAIRMAN SECRETARY TREASURER
Plaintiff

Shivgiri Group
Shivgiri Group
Advocate for Defendants 1, 2 & 3

For SHIVGIRI GROUP
Partner
Advocate for Defendants 1, 2 & 3

6. Refund of court fees if any, in accordance with Rules.
7. All interim orders stand vacated. All interim applications stand disposed.

(K.R.SHRIRAM,J)