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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
SUIT NO. 761 OF 2016

Prem Balram Nichani & Anr. ...Plaintiffs

Versus

Ishwar Aangan Co-Operative Housing
Society Ltd. & Ors. ...Defendants

**CONSENT TERMS BETWEEN THE PLAINTIFFS
AND DEFENDANTS NOS. 1 AND 2.**

1. The Plaintiffs and Defendants No. 1 and 2 have arrived at a settlement of the disputes which forms the subject matter of the present suit, as more particularly mentioned hereinafter.

2. The Plaintiffs have agreed to execute a Deed of Conveyance in respect of the suit property described in para 1 of the Plaint, in favour of



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Defendant No. 1, which has been confirmed by Defendant No. 2, a copy whereof is at **Annexure "A"** hereto, which will be presented to the Registering authorities by Defendant No. 1 within a period of 1 month from the date hereof for the purposes of adjudication. Defendant No.1 agrees and undertakes to pay the stamp duty and registration charges on the same. Upon adjudication of the stamp duty payable on the Deed of Conveyance and payment of stamp duty, the Plaintiffs undertake to execute the same for transfer of the suit property in favour of Defendant No.1.

3. On or before execution of the present Consent Terms, the Defendants have handed over a Demand Draft dated 7.12.2021 drawn on State Bank of India. Chennai for an amount of Rs.16,50,000/- (Rupees Sixteen Lakhs Fifty Thousand only) in favour of Plaintiff No. 1 as well as a Demand Draft dated 7.12.2021 drawn on State Bank of India for an amount of Rs.16,50,000/- (Rupees Sixteen Lakhs Fifty Thousand only) in favour of Plaintiff No. 2,

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which the Plaintiffs have accepted as the full and final consideration amount payable to them, for transfer of the reversionary rights / ownership rights in respect of the suit property i.e., Plot No.15, admeasuring 578 sq. yards bearing Survey Nos. 81, 82, and 62 (and now being CTS No. 308, 308/1, 308/2 and 308/3) situated at Mouje Vadhavali, Near Chembur, Mumbai., in favour of Defendant No. 1, in terms of the Deed of Conveyance at Annexure A hereto.

4 The Plaintiffs undertake not to make claim of any nature whatsoever in respect of the suit property i.e., Plot No.15, admeasuring 578 sq. yards bearing Survey Nos. 81, 82, and 62 (and now being CTS No. 308, 308/1, 308/2 and 308/3) situated at Mouje Vadhavali, Near Chembur, Mumbai., for any reasons whatsoever as also undertakes to execute such further and other documents as may be reasonably called upon by Defendant No.1, subject however to the costs being borne by Defendant No.1, for transfer of the suit property in favour of Defendant No.1.



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Suit is disposed off.

in

5. In view of the above, the Plaintiffs ~~withdraw the~~
suit.

6. All pending Notice of Motions also stand
withdrawn.

7. Refund of court fees be granted to the Plaintiffs
as per rules.

8. There shall not be any order as to the costs.

Mumbai, dated this 14th day of December 2021.

1. *Pram. Nicham*

2. *Yogesh Adhia*

Yogesh Adhia

Yogesh Adhia
Advocate for the Plaintiffs

Plaintiffs

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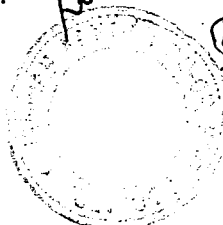
Romankaur

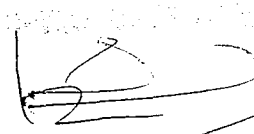
S G Mahamuni
Advocate for Defendant No.1

Suresh Dubey

Suresh Dubey
Advocate for Defendant No.2

for

1. Romankaur

Romankaur
(Romankaur - Kaur - Makkar).

2. 

Defendants

Annexure - 'A'

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THIS INDENTURE OF CONVEYANCE made and entered into at Mumbai this day of December in the Christian Year Two Thousand Twenty One BETWEEN Dr. Prem Balram Nichani And Mr. Rajender Balram Nichani both Adults of Mumbai, Indian Inhabitant and having office address at amigo 289, Veer Savarkar Marg, Near Dadar Catering college, Shivaji Park, Dadar(w), Mumbai-400028 hereinafter called "THE VENDORS" (which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to mean and include their heirs, executors and administrators)

AND

Ishwar AANGAN Co-op Housing Society Ltd. a Co-operative society duly registered under the provisions of the Maharashtra Co-operative Societies Act, 1960 (Maharashtra Act XXIV of 1961), bearing registration No. MUM/WM/ HSG / (TC) /10559/ 2013-14/YEAR 2013 and having its address at Pushpa Niwas, Plot No 15, Laxmi Colony, bearing Survey No. 81, 82 & 62 and CTS No 308, 308/1, 308/2, 308/3 of Wadhavli Village, Taluka Kurla-1, R.C. Marg, Mahul Road, Chembur, Mumbai -400074, hereinafter called "THE PURCHASER" (which expression shall unless it be repugnant to the contexts or meaning thereof shall be deemed to mean and include their successors and assigns) of the Other Part.



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WHEREAS

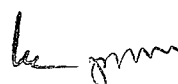
- a) The Vendors herein have represented to the Purchaser that they are the sole owners and absolutely seized of a plot of land i.e., Plot No.15, admeasurement about 510 sq. metres or thereabouts at Laxmi Colony, bearing Survey Nos. 81, 82, and 62 (and now being CTS No. 308, 308/1, 308/2 and 308/3) situated at Wadhavli Village, Taluka Kurla-1, R.C. Marg, Mahul Road, Chembur, Mumbai-400 074, District of Bombay Suburban in the Registration District of Bombay Suburban [hereinafter for the sake of brevity referred to as "the **said Plot**"]. Copies of the Property Cards in respect of the said property are annexed hereto and marked as **Annexure "A"**.
- b) The Purchaser is a society formed under the Maharashtra Co-operative Societies act 1960 and has its office at Pushpa Niwas, Laxmi Colony, Mahul Road, Plot No.15, Chembur, Mumbai 400074, whose members are occupying various flats in the building constructed on the said Plot referred to hereinabove and which is more particularly described in the Schedule described hereinunder.
- c) Late MRS. PUSHPA BALRAM NICHANI being original purchaser of the said Plot from Mrs. Sulochana Chatterjee and others by an Agreement dated 12.12.1956, whereby Mrs. Sulochana Chatterjee and others had granted, conveyed and assigned to Mrs. Pushpa Balram Nichani wife of Mr. Balram Jethanand Nichani.







- d) The said Mrs. Pushpa Balram Nichani had leased out the said Plot for 99 years to her husband Mr. Balram Jethanand Nichani by agreement for lease dated 23.12.1956 on the terms and conditions mentioned therein.
- e) Mr. Balram Jethanand Nichani expired on 22nd March, 1984 and Mrs. Pushpa Balram Nichani expired on 17th June, 1991. The Vendors, Dr. Prem Balram Nichani and Mr. Rajender Balram Nichani became entitled to all rights in the said Plot.
- f) All the Current owners of the Flats in the Building known as Pushpa Niwas, have formed and registered a Co-operative Housing Society named Ishwar AANGAN Co-op Housing Society Ltd under the provisions of the Maharashtra Co-operative Societies Act, 1960 (Maharashtra Act XXIV of 1961) bearing registration no. MUM/WM/ HSG / (TC) / 10559/2013-14/YEAR 2013.
- g) The address of the said property is Plot No. 15, CTS Nos. 308 and 308(1-3) of village Wadhavali, Taluka Kurla R.C. Marg, Mahul Road, Chembur, Mumbai -400074 in the registration sub-district of Mumbai suburban, being the said Plot more particularly described in schedule hereunder together with all structures standing thereon;
- h) Ishwar AANGAN Co-op Housing Society Ltd filed an Application for Deemed Conveyance under section 11(3) of

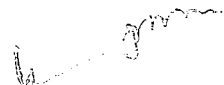


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MOFA on 29th June, 2013 and obtained Deemed conveyance order dated 14th October, 2013. Pursuant to the said order, the Deed of Assignment dated 27th January, 2014 by office of District Dy. Registrar-III executed Deed of Deemed Conveyance on 27th January, 2014, which is duly registered under the serial number: Kurla-1-1430-2014. A Copy of the said Deed of Assignment dated 27th January, 2014 is annexed hereto as **Annexure -B.**

- i) Aggrieved by this order, Dr. Prem Balram Nichani and Mr. Rajender Balram Nichani have challenged this order in High Court of Mumbai on 18th April, 2016 and got stay order from High Court. Both Purchasers and Vendors have decided to settle the said suit mutually on terms and conditions to relinquish their all requisite including reversionary rights or natural or legal rights, privileges, interests and claims and all residual rights whatsoever under the Law vide the said suit or under any provision of any Act or Law otherwise.
- j) Various litigations have ensued amongst the parties which are pending in which various orders have been passed by the courts in regard to the said property. The Vendors have claimed to have succeeded to all the requisite reversionary rights or natural or legal rights, privileges, interests and claims and all residual rights whatsoever under the Law being only heirs and successors of the said Plot.





- k) The Purchaser has verified the title of the Vendors and accepted the same and agrees not to raise any requisition or objection to the same.
- l) The parties have in view of the above litigations, met and decided to put an end to the disputes and the Vendors have agreed to grant the Conveyance of the said property to the Purchasers for the consideration and reasonable price considering the encumbrances and on the terms and conditions that have been agreed in between the parties.

NOW THIS INDENTURE WITNESSETH that in pursuance of the agreement and in consideration of a total sum of Rs.33,00,000.00 [Rupees Thirty Three Lakhs Only] paid in the following manner;

1. Demand Draft/RTGS for Rs.16,50,000/- (Rupees Sixteen Lakhs Fifty Thousand only) to the 1st Vendor; and
2. Demand Draft/RTGS for Rs.16,50,000/- (Rupees Sixteen Lakhs Fifty Thousand only) to the 2nd Vendor,

By the Purchasers to the Vendors prior to the execution of these presents (the payment and receipt whereof the Vendors doth hereby admit and acknowledge and of and from the same and every part thereof doth for ever acquit release and discharge the purchasers), The Vendors do and each of them doth hereby grant, sell, convey, transfer, assure and assign unto the Purchasers forever all their right, title and interest in all that piece and parcel of land i.e., Plot No.15 containing by admeasurement about 510 sq. meters or thereabouts

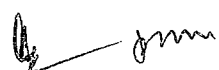


(11)

situated at Laxmi Colony, bearing Survey Nos. 81, 82, and 62 (and now being CTS No. 308, 308/1, 308/2 and 308/3) situated at Wadhavli Village, Taluka Kurla-1, R.C. Marg, Mahul Road, Chembur, Mumbai-400 074, District of Bombay Suburban in the Registration District of Bombay Suburban and structures standing thereon more particularly mentioned in the Schedule hereinunder written [hereinafter for the sake of brevity referred to as "**the said property**"] TOGETHER WITH all the singular courts, yards, areas, compounds, sewers, ditches, forces, trees, drains, ways, paths, passages, common gullies waters, water- courses, plaints, lights, liberties privileges, easements, profits, advantages, rights, members and appurtenants whatsoever to the said property or any part thereof belonging to anywise appertaining to or with the same or any part thereof now or at any time hereto usually held, used, occupied and enjoyed therewith requested or known as part or member thereof to belonging or be appurtenant thereto AND ALSO TOGETHER WITH all the deeds documents, writings vouchers, and other evidence of title relating to the said piece or parcel of land and premises or any part thereof AND ALL the estate, right, title, interest, use inheritance property possession, benefit, claim and demand whatsoever at law and in equity of the Vendors in, to or upon the said property or any part thereof TO HAVE AND TO HOLD ALL and singular the said property hereby granted conveyed and assured and intended or expressed so to be with their and every of their rights members and appurtenances unto and to the use and benefit of the Purchaser for ever subject to the payment of all rents, rates, taxes, assessments, dues and duties now chargeable upon the



same or hereafter become payable to the Government of Maharashtra or to the Municipal Corporation of Greater Mumbai or any other public body or authority in respect thereof AND the Vendors hereby for themselves covenant with the Purchaser that notwithstanding any act, deed, matter or thing whatsoever by the Vendors or by any person or person lawfully or equitably claiming, by from, through under or in trust for them made, done, committed, omitted or willingly suffered to the contrary THEY the Vendors now hath in themselves good right, full power and absolute authority to grant convey and assure the said property granted, conveyed or assured or intended so to be unto and to the use of Purchasers in the manner aforesaid AND THAT it shall be lawful for the Purchasers from time to time and at all times hereafter peacefully and quietly to hold enter upon have occupy possess and enjoy the said property hereby granted with their appurtenants and receipt the rents issued and profits thereof and of every part thereof to and for their own use and benefit without and suit lawful eviction, interruption, claim and demands whatsoever from or by the Vendors or their heirs or any of them from or by any person or persons lawfully or equitably claiming or to claim by, from, under or in trust for them or any of them AND that from and clear and freely clearly and absolutely acquitted, exonerated, released and forever discharged or other wise by the Vendors themselves well and sufficiently saved, defended kept harmless and indemnified or from or against all former and other estate, titles, charges and encumbrances whatsoever either already or to be hereafter had made, executed, occasion or suffered by the Vendors or by any other person or persons lawfully or



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equitably claiming or to claim by, from, under or in trust for them or any of them AND FURTHER that the Vendors and all persons having or lawfully or equitably claiming any estate, right, title or interest at law or in equity in the said land hereby granted or any part thereof by from, under or in trust for them THEY the Vendors or their heirs or any of them shall and will from time to time and at all times hereafter at the request and cost of the Purchasers do and execute or cause to be done and executed all such further and other lawful and reasonable acts, deeds, things matters conveyance and assurance in the law whatsoever for the better further and more perfectly and absolutely granting and assuring the said property and every part thereof hereby granted unto and to the use of the Purchaser in the manner aforesaid as shall or may be reasonably required by the Purchaser, its successors or assigns or its or their counsel in law And it is further agreed that the stamp duty and Registration charges in respect of this Conveyance shall be born and paid by the Purchasers alone.

IN WITNESS WHEREOF the Vendors and the Purchasers have hereunto set and subscribed their respective hands and Seals to this writing on the day and year first hereinabove written.

THE SCHEDULE OF THE PROPERTY

All that piece and parcel of land i.e., Plot No.15, Laxmi Colony, bearing Survey Nos. 81, 82, and 62 (and now being CTS No. 308, 308/1, 308/2 and 308/3) situated at Wadhavli Village, Taluka Kurla-1, R.C. Marg, Mahul Road, Chembur, Mumbai-400 074, District of



Bombay Suburban containing by admeasurement about 510 sq. meters or thereabouts in the Registration District of Bombay Suburban [herein for the sake of brevity referred to as "the said property"]

SIGNED SEALED AND DELIVERED)

by the withinnamed VENDORS)

DR. PREM BALRAM NICHANI)

MR. RAJENDER BALRAM NICHANI)

Prem. Nichani

Rajender S. Nichani

In the presence of)

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2.

SIGNED SEALED AND DELIVERED)

by the withinnamed PURCHASER)

ISHWAR AANGAN CO-OPERATIVE)

HOUSING SOCIETY LTD.)

MRS. RONALD JIT MAKKA)

MRS. PREETI S. MOTWANI)

AND MR. —)

_____, authorized by Resolution dated)

03/12/2021)

Ronald Jit Makkar

Preeti S. Motwani



In the presence of.)

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RECEIPT

RECEIVED from the within mentioned Purchasers society the sum of Rs.33,00,000.00 [Rupees Thirty Three Lakhs Only] being the full consideration amount to be paid by the Purchasers to the Vendors as mentioned above.

By order No. 283594 and 283595 dated 07/12/2021 on State Bank of India respectively

WE SAY RECEIVED

Prem. Balram

DR. PREM BALRAM NICHANI

Rajender S. Nichani

MR. RAJENDER BALRAM NICHANI

Witness.

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2.

Registration No. _____

Dated: 4th December, 2021

RESOLUTION

Resolved that Mrs. Romal kaur Makkar -Secretary of our society hereby authorized to file Suit, Reply, Rejoinder, Notice of Motion, Complaint, affidavits, Consent terms, evidences or any documents as required time to time as required before the High Court or any other court against Dr. Prem Nichani and other necessary parties in regard to the matters concerning our society.

Resolved further that advocate Shri S. G. Mahamuni is authorized to act, appear and plead for the society in the above matters.

Ishwar Aagan Co-op Housing Society Ltd.

Mrs. Preeti Srichand Motwani
(Treasurer)

Mumbai Dated this 4th, December 2021

IN THE HIGH COURT OF
JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL
JURISDICTION
SUIT NO. 761 OF 2016

Prem Balram Nichani
& Anr. ...Plaintiffs
Versus
Ishwar Aangan Co-Operative
Housing Society Ltd.
& Ors. ...Defendants

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CONSENT	TERMS
BETWEEN	THE
PLAINTIFFS	AND
DEFENDANTS NOS. 1 AND	
2.	

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Dated this ____ day of
December, 2021