



IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

WRIT PETITION NO. 3650F 2018

Dist.: - Mumbai

SATIDEVI CO-OPERATIVE)

HOUSING SOCIETY(Proposed))

Registered on 21/02/2023 subsequently)

Having Office at Plot bearing City)

Survey No 814,815,816,816 ½)

Dr R.P.Road,Near Sanghvi Chawl)

Mulund,Taluka Kurla,Mumbai 400080)

...Petitioner

V/s

1. THE STATE OF MAHARASHTRA)

2.SHREENATH DEVELOPERS)

Having office at Dattaram Arcade)

Shop NO ¾,Plot No 136/D ,Sector 19)

Khargar,Navi Mumbai



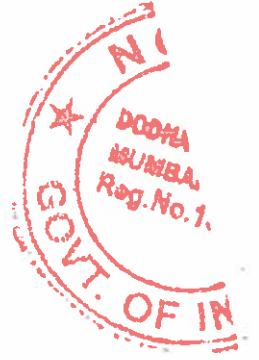
3. JANAK NATWARLAL SANGHVI)

Partner of Shreenath Developers)

Having address at 702, Shristi Regency)

Near Lohana Mahajanwadi, Kharkar alli)

Thane)

**4. Dy DISTRICT COLLECTOR**

(Encroachment Removal & Competent)

Authority, Mulund Topiwala College)

Building, Sarojini Naidu Road, Mulund)

Mumbai 400080)

5. SLUM REHABILITATION AUTHORITY)

SRA Having its Corporate Office at)

Administrative Building, Anant Kanekar)

Marg, Bandra (W), Mumbai 4000 050)

6. MANOJ WALAVALKAR (Architect))

An Adult Indian Inhabitant of Mumbai)

Residing at C-17, Shanti Campus, Pandit)

Malviya Road, Mulund, Mumbai 400080)

7. M/s AHILYA ENTERPRISES)Through its Proprietor **Sudhir Tatkar**)

Retired Partner of Shreenath Developers)

Having Office at 212, 2nd Floor, annexed Bldg)

Sector 1-A CBD Belapur, Navi Mumbai 400614)

...Respondents

CONSENT TERMS

1. The Petitioners filed the present writ petition against the Respondents for direction of issuance of writ for reconstruction of the tenement and/or completion of SRA project.
2. Respondent no 2, Shreenath Developers entered into a Development Agreement dated 29/04/2010 and Supplementary Development Agreement dated 28/07/2011 with the original land owners of land bearing CTS Nos 814, 814/1 to 15, 815/1 to 3. They agreed to develop the said property under SRA Scheme.
3. The Petitioner society was formed and the Chief promoter (Kishor Waman Vaity), along with the then Committee Members and retired partners of Shreenath Developers in connivance with each other appointed Shri. Manoj Walavalkar, Respondent no 6 as an Architect for the SRA scheme who prepared fraudulent papers of SRA Scheme. An FIR no: 414/2015 was registered against



him. under section IPC 420, 465, 467 and 468 with Mulund police station.

4. Thereafter Respondent no 2 obtained a Letter of Intent (LOI) dated: 09/03/2016 vide no: SRA/ENG/2842/T/PL/LOI was issued and new an architect Mr.Ketan Musale of M/s DOT Architects was appointed by the Petitioners and thereafter commencement certificate (CC) was issued by SRA and the SRA scheme was initiated.



5. The retired partners Respondent no 3 and 7 along with the Architect, Respondent no 6 and Chief Promoter were responsible for the problem suffered by the Petitioners and therefore they have filed this Writ Petition for reconstruction of the tenement which were demolished.

6. In the year 2019 it was decided that new agreement shall be made between Petitioners and Respondent No 2 and cancel the agreements made in the year 2010 and 2014 respectively. However the scheme got delayed.

7. The Petitioner and Respondent No 2 after the reconstitution of their firm by Deed Of Retirement Cum Admission dated 27th

March,2023(wherein Paresh N.Patel is admitted as New Partner and Modaram P.Chaudhary is continuing Partner) settled the dispute with the Petitioners. The present partners of Respondent No2 have agreed to accept the demands of the Petitioners and have begun the construction of the SRA building and have agreed to pay the arrears of rent and till date have paid the arrears as agreed.

8. The arrears of the outstanding rent for the period of 35 months were agreed to be paid to at the rate of 10,000 pm for residential tenement and Rs13,000 pm for the commercial premises. Thereafter it shall be paid at the rate of 13,000 pm for residential tenement and Rs16,000 pm for the commercial premises. The outstanding rent shall be paid in three equal instalments paid in an interval of 6 months each and the first instalment shall be paid after 6 months of execution of this document.

9. The Petitioner and Respondent no 2 have agreed that the allotment of the shops and flats shall be given as per the SRA rules and norms.



6

10. Respondent no 2 has commenced the constructions and shall complete the Rehab building within the agreed period.

11. The Rehabilitation Building to be constructed by Respondent no 2 as per the plans, which may be sanctioned by the Slum Rehabilitation Authority (SRA) Municipal Corporation of Greater Mumbai and/ or other concerned authorities as per the prevailing Rules, Regulations and Law.



12. The Petitioners agree and undertake not to create any hindrance, nuisance, or problem to the Respondent no 2 in getting the construction work completed as per the sanctioned Plan.

13. The Petitioners agree to sign all papers, letters, plans, undertaking, affidavits, forms, writing as may be required by Respondent No 2 for obtaining any other permission and sanction from Slum Rehabilitation Authority (SRA), the Municipal Corporation of Greater Mumbai and or other requisite authorities for the purpose of development of the said property.

14. The Petitioners have withdrawn all the allegations, complaints, representation in any form filed or pending before the SRA authorities against Respondent no 2 only.

15. The Petitioners have withdrawn all the allegations, complaints, representation in any form filed or pending before Mulund Police Station and all the other higher police authorities against Respondent no 2.

16. The Petitioners throughout the implementation of S.R.A Scheme shall cooperate with Respondent no 2 at all or any stage.

17. The Declarations, Agreements, writings executed by the Petitioners in favour of Respondent no 2 shall be binding on them in more particularly executed in the year 2019.

18. The Petitioners admit and acknowledge the reconstitution of Respondent no 2 dated 27th March, 2023.

19. The Petitioners shall be responsible for the eligibility of the members who are not eligible.



20. The Respondent admit and acknowledge the reconstitution of

Petitioners dated 01/01/2023 and 21/04/2023

Dated 05-03-2024

Mumbai

Petitioner

सती देवी एस.आर.ए. सहकारी गृहनिर्माण संस्थान मर्यादित
नोंदणी क्र.: एम.यु.एम./एस.आर.ए./एच.एस.जी./
(टी.सी.)/१३४२१/सन २०२३

कमला मोदी

Respondent

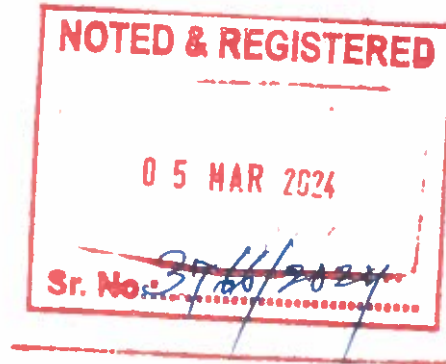
मुख्य प्रवर्तक

Identified by me


Adv. Ashurash Gaitkand

For SHRFENATH DEVELOPERS

 श्री. चितंबर
PARTNER



5 MAR 2024

BEFORE ME

DODHA D. AHIRE
ADVOCATE & NOTARY
D-27, New Vashodhara Bldg.
Bhandup Village (E), Mumbai-400 042.