

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
WRIT PETITION NO. 1879 OF 2024
(Lodging No. 34612 OF 2022)

M/s. Mascot Plywood and Veneers

Insert address

... Petitioner

Versus

- 1) State of Maharashtra
- 2) Vice President and CEO, MHADA
- 3) Chief Officer, MB & RR Board, MHADA
- 4) Hastimal Motilal Jain
- 5) Shailesh Manoharlal Vanigota

Proprietor of D.R. Developers

Insert address

... Respondents

**CONSENT TERMS BETWEEN THE PETITIONER AND RESPONDENT
NO. 4 AND 5 ABOVE NAMED: -**

1. The disputes and differences between the Petitioner, Respondent no.4 and Respondent no.5 are now been settled pursuant to the negotiations held between the Parties hereto and due to special initiative and efforts been put up by Respondent no.5. The Parties hereto are desirous of recording their settlement by way of these Consent Terms as hereinafter mentioned.

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2. The Respondent no. 4 one of the tenant hereby agrees, declares and confirms that, the Petitioner i.e. M/s. Mascot Ply & Veneers being a partnership firm is occupant in respect of the Shop no.1, 1A, 1B, 1C, 1E and 2A totally admeasuring 166.53 sq.mtrs. i.e. equivalent to 1793 sq.ft. carpet area inclusive of common carpet area as per the MHADA NOC (hereinafter referred to as the "**entire old premises**") being situate at ground floor of Prabhu Bhuvan (hereinafter referred to as the "**old building**"), 76-78, V.P. Road, Girgaon, Mumbai 400004 and the said property bearing C.S. no.2883 developed together with C.S.No. 2881 and 2879 of Bhuleshwar Division (hereinafter referred to as the "said property").
3. The Respondent no.5 hereby agrees, declares, undertakes and confirms as under: -
- a. The Respondent no.5 hereby agrees to allot on what is commonly known as ownership basis one or more premises totally admeasuring 2150 sq.ft. MOFA Carpet Area in the proposed new building to be constructed on the said property where construction are in progress as under: -

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Sr.no.	In favour of	New Premises no.	Floor	MOFA Carpet Area (Sq.ft.)
1)	M/s. Mascot Plywood and Veneers	06	Ground	894
2)	M/s. Mascot Plywood and Veneers	106	First	756
3)	Hastimal Motilal Jain	107	First	500
TOTAL AREA IN SQ.FT.				2150

As more particularly identified with red colour boundary mark on the proposed floor plans allotted to Petitioner and with Green colour boundary mark on the proposed floor plans allotted to Respondent No. 4 . annexed at Annexure -A & B annexed hereto (hereinafter collectively referred to as the "Petitioner / Respondent No. 4 New Premises").

- b. The Respondent no.5 shall get the plans of proposed building amended so as that the ground floor portion shall be interconnected with First Floor portion of the Petitioner New

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Premises with internal staircase and to allot the area as mentioned under clause 3(a) to Petitioner.

- c. The Respondent no.5 shall allot car parking in the said new building under construction on the said property to the Petitioner as per DCPR (2034) norms.
 - d. The Respondent no.5 has already handed over possession of part of premises bearing no. 6 on ground floor and 106 on the First Floor to the Petitioner out of the Petitioner New Premises.
 - e. The Respondent no.5 shall execute and register one or more Permanent Alternate Accommodation Agreement as per the standard Agreement within 60 days of order being passed in terms of these terms however after Petitioner and Respondent No. 4 complying with its obligations as recorded herein below in Clause - 4 & 5.
4. The Petitioner within 30 days of execution of these presents hereby agrees, declares and undertakes to: -
- a. Unconditionally withdraw the Criminal W.P. no. 296 of 2019 pending before this Hon'ble Court.
 - b. Withdraw the complaints as may be filed by the petitioner and/or its partners against Respondent No.5 & Respondent No. 4 in respect of the above entire old premises and any other premises on the old building and said property before V.P.

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Road Police Station, MHADA, Court and before any other appropriate authorities/forum.

- c. The Petitioner and or its partners further agrees to sign necessary letter withdrawing the complaints and or letters as may be addressed by them against the Respondent No. 4 and 5 in respect of entire old premises and any other premises on the said the said property and old building.

5. The Respondent No.4 within 30 days of execution of these presents hereby agrees, declares and undertakes to: -

- a. Unconditional withdraw all the 5 suits being Suits Nos. 102215 of 2018, 102216 of 2018, 102217 of 2018, 102218 of 2018 and 102219 of 2018 and all interlocutory application / Notice of motions etc. therein, pending before Hon'ble City Civil Court at Mumbai in respect of entire old premises and any premises on the said property.
- b. Unconditionally withdraw Second Appeal no.11 of 2020 filed before Housing Department, State of Maharashtra by the Respondent no.4 against Petitioner and or its partners and or Respondent no.5 in respect of entire old premises or any other premises on old building and on the said property only.
- c. Unconditional withdraw any other proceedings whatsoever as may be filed against Petitioner and or its partners and or

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Respondent no.5 in respect of entire old premises or any other premises on old building and on the said property only.

- d. Withdraw complaints as may be filed against Petitioner and or its partners and or Respondent no. 5 in respect of entire old premises and or any other premises on the old building and on the said property before V.P. Road Police Station, MHADA, Court and any other appropriate authorities/forum.
- e. The Respondent No. 4 further agrees to sign necessary letter withdrawing the complaints and or letters as may be addressed by him against Petitioner and or its partners and or Respondent no. 5 in respect of entire old premises on the old building and or any premises on the said property.
6. On the Petitioner & Respondent No.4 i.e. Hastimal Jain complying with their obligation as recorded herein above in Clause 4 & 5, the Respondent No.5 shall allot on what is commonly known as ownership basis premises as mentioned under Clause 3 (a) hereinabove and as more particularly identified with red colour boundary mark on the proposed floor plans allotted to Petitioner and with Green colour boundary mark on the proposed floor plans allotted to Respondent No. 4 annexed at Annexure A & B in the new building under construction on the said property pending amendment in the plan . Respondent No. 5 agree to execute and register Permanent Alternate Accommodation Agreement with Petitioners & Respondent No. 4. Notwithstanding

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7. The Petitioner and Respondent no.4 are aware that this project is under construction by amalgamating 3 plots and the OCCUPATION CERTIFICATE is yet to be received on completion of entire project. It is specifically agreed that the Owner/Developer shall be entitled to amend, amalgamate, change, alter, modify or vary the said plans submitted to the Municipal Corporation of Greater Mumbai and other concerned authorities and/or as may be required to be amended, modified, changed, varied, altered by the Owner/Developer and shall submit fresh plans if so required to the Municipal Corporation of Greater Mumbai and other concerned authorities as required by Owner/Developer without affecting in any manner the area, floor,

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12. The Petitioner and Respondent No. 4 agrees not to claim any Corpus and Transit compensation in respect of entire old premises and further agrees that pending Occupation Certificate. They shall pay to Respondent No. 5 advance maintenance charges on yearly basis till formation of Society and thereafter to Society directly and Petitioner and Respondent no.4 further agree that they will not obstruct the ongoing construction and not make any complaint of ongoing construction.

13. The Parties hereto undertake to this Hon'ble Court to perform their respective parts of obligations as agreed herein above.

14. The Petitioner and Respondent No.4 hereto shall not henceforth raise any claims or demands against each other as well as Respondent No. 5 in any manner whatsoever in respect and or arising out of the said entire old premises old building and any premises on the said property, save and except as agreed herein and if found any claim or litigation in whatsoever form filed by Petitioner and /or Respondent No. 4 in that event Respondent No. 5 shall entitled to cancel the allotment of area agreed herein of Petitioner or Respondent no.4 whoever make such claim or litigation.

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15. By Consent the Order dated 19th July, 2022 passed by Hon'ble Principal Secretary. Housing Department, State of Maharashtra hereby stands vacated and set aside.

16. In view of the above, the Writ Petition stands withdrawn unconditionally against the Respondent no. 1 to 3.

17. The Writ Petition be disposed in terms of these Consent terms and all the undertakings given by the respective parties be accepted.

Dated this 30th day of September, 2024.

For M/s. Mascot Plywood and Veneers

1) Bhanwarlal M. Jain

Bhanwarlal

2) Vasant M. Jain

Vasant

3) Vishal B. Jain

Vishal

(Partners)

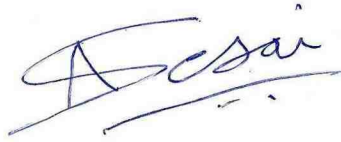
(Petitioner)



Adv. R. B. Singhvi

Lex Services

Advocate for Petitioner



Advocate for Respondent no.4



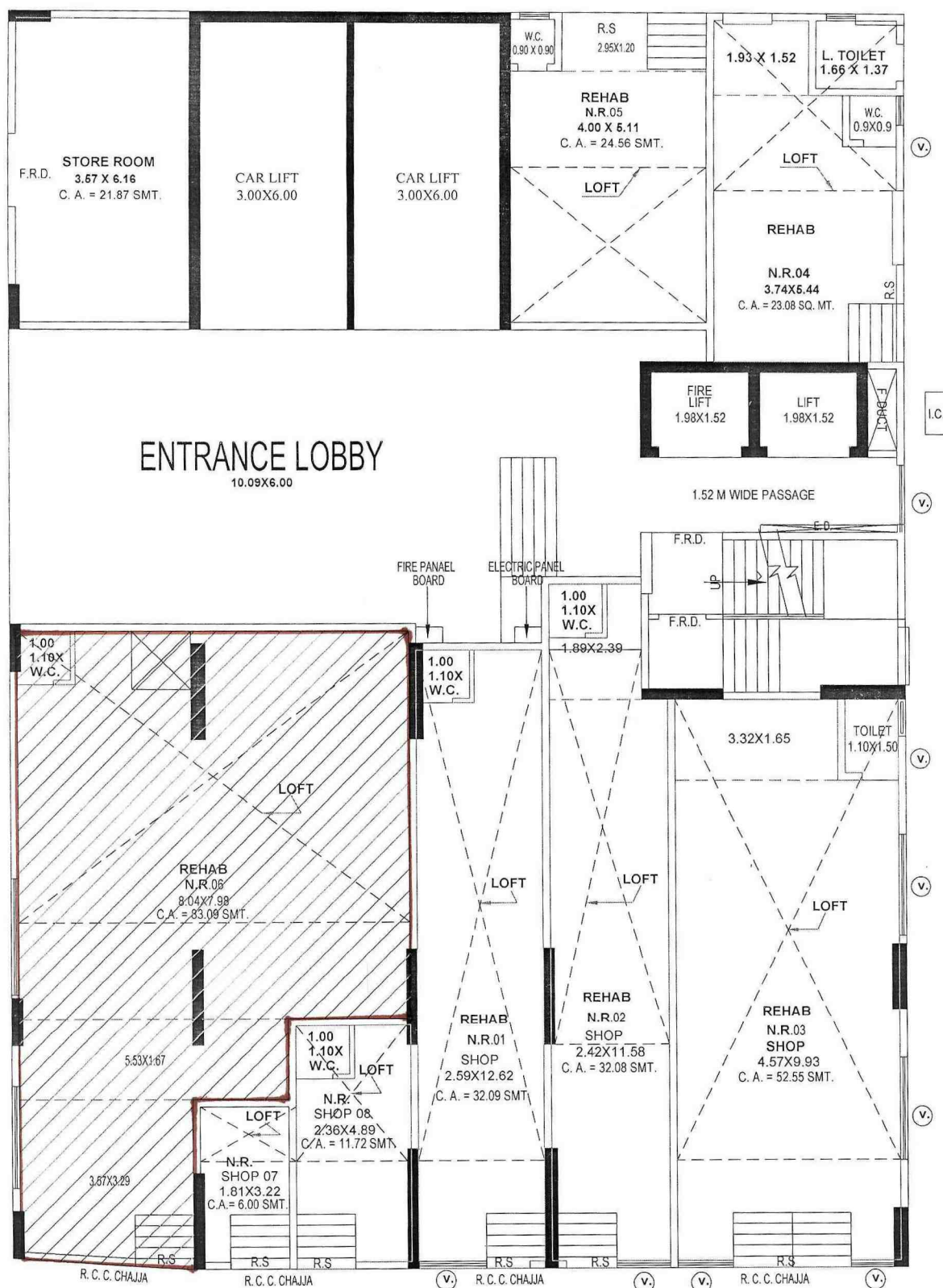
Hastimal M. Jain
(Respondent no.4)



Khan Javed Akhtar
Advocate for Respondent no.5



Shailesh Manoharlal Vanigota
(Proprietor of D. R. Developers
through his C.A. Vijaykumar B Jain)
(Respondent no. 5)



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(LOADING NO. 34612 OF 2022)**

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Versus

State of Maharashtra & Ors... Respondents

CONSENT TERMS

Dated this th 30 day of September 2024.

LEX SERVICES

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Mumbai 400001
Phone: 022 40034444 / 40036666
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