

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION**

ANTICIPATORY BAIL APPLICATION NO. 2582 OF 2024

Yusuf Noor Mohammed Khan	...Applicant
Versus	
The State Of Maharashtra	...Respondent

**WITH
INTERIM APPLICATION NO.4924 OF 2024
IN
ANTICIPATORY BAIL APPLICATION NO. 2582 OF 2024**

Solitaire Apartment Co-Operative Housing Society Ltd.,	...Applicant
Versus	
The State Of Maharashtra And Anr	...Respondents

**WITH
ANTICIPATORY BAIL APPLICATION NO. 2678 OF 2024**

Asif Iqbal Ansari And Ors	...Applicants
Versus	
The Senior Inspector Of Police And Anr	...Respondents

**WITH
INTERIM APPLICATION NO.4925 OF 2024
IN
ANTICIPATORY BAIL APPLICATION NO. 2678 OF 2024**

Solitaire Apartment Co-Operative Housing Society Ltd.,	...Applicant
Versus	
The State Of Maharashtra And Anr	...Respondents

Mr. Vinod Kashid a/w. Mr. Sumit Bhoite a/w. Mr. Abdul Shaikh, Advocate for the Applicant in ABA/2582/2024.

Mr. Shoaib I. Menon a/w. Mr. Ibrahim Menon, Advocate for the Applicant in ABA/2678/2024.

Mr. D. D. Singh a/w. Mr. Shivam Singh & Mr. D. K. Shukla, for Intervenors.

Mr. Remon Fenades, Secetary and Mr. Sunil Babu, Chairman, Solitaire Co-operative Housing Society present.

Mr. Deepak Pawar, Malad Police Station, Mumbai present.

CORAM : RAJESH S. PATIL, J.

DATED : 11 FEBRUARY 2025

P.C.:

INTERIM APPLICATION NO.4924 OF 2024
AND
INTERIM APPLICATION NO.4925 OF 2024

1. Heard.
2. The learned Advocate for the Applicants in Anticipatory Bail Applications has no objections if both the Interim Applications are allowed.
3. For the reasons mentioned in these Applications, the same are

allowed in terms of prayer clause (a).

4. Both the Interim Applications are disposed of accordingly.

ANTICIPATORY BAIL APPLICATION NO. 2582 OF 2024
AND
ANTICIPATORY BAIL APPLICATION NO. 2678 OF 2024

1. The present Applications are filed by the Applicants under Section 438 of the Bharatiya Nagarik Suraksha Sanhita 2023, for anticipatory bail in respect of C.R. No.0496 of 2024, dated 14 June 2024, registered with Malad Police Station, District Brihanmumbai under Sections 420, 465, 34 of the Indian Penal Code and Sections 3, 5, 10, 11 and 13 of the Maharashtra Ownership of Flats Act, 1963.

2. The parties have tendered a copy of the agreement dated 24 December 2024, entered into between Yusuf Noor Mohammed Khan (Applicant in ABA/2582/2024), Asif Iqbal Ansari (Applicant No.1 in ABA/2678/2024), Rizwan Gulam Mohammed Patka (Applicant No.2 in ABA/2678/2024), and Mohammad Shahid Mohammed Sagir Ansari (Applicant No.3 in ABA/2678/2024) on the one part, and Solitaire Apartment Co-Operative Housing Society Limited on the other part. A copy of the said agreement is tendered in this Court and the same is taken on record and marked as “A” for identification.

3. For ease of reference, the agreement dated 24 December 2024 is scanned and reproduced hereinbelow :

Coram: Rajesh Patel, J. C.
 Circulation Granted for A' R. P. S. 11/12/2025-
 Date: 23/12/2024
 Reg. No. (A)



भारतीय गैर न्यायिक
 भारत INDIA
 रु. 500
 पाँच सौ रुपये
 सत्यमेव जयते
 Rs. 500
 INDIAN NON JUDICIAL
 महाराष्ट्र MAHARASHTRA
 2024
 CU 736561

Sub-Treasury Office
 Vasai
 23 DEC. 2024
 Addl. Treasury Officer
 23/12/24

NOTARY
 R. P. SINGH
 MUMBAI
 MAHARASHTRA
 REGD. NO. 16183
 EXPIRY DATE 02/01/2025

NOTARY
 R. P. SINGH
 MUMBAI
 MAHARASHTRA
 REGD. NO. 16183
 EXPIRY DATE 02/01/2025

NOTARY
 R. P. SINGH
 MUMBAI
 MAHARASHTRA
 REGD. NO. 16183
 EXPIRY DATE 02/01/2025

AGREEMENT

THE ARTICLE OF THIS AGREEMENT is made at Mumbai on this 24th
 Day of December 2024

BETWEEN

YUSUF NOOR MOHAMMED KHAN (AADHAR NO. 7754 8694 1441)

hereinafter referred to as "THE FIRST PROMOTERS" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors and administrators)

[Signatures]

24 DEC 2024

2134

जोडपत्र-२/Annexure-II

१. मुद्रांक विधी पोंदवती अनु. क्रमांक-२/दिनांक	
(Serial No./Date)	
२. दस्तऐवज प्रकार	
(Nature of document)	
३. मूल पोंदवती करणारा	
(Whether it is in his)	
४. मालकीचे शीतव्याप्त पत्र	
(Property Description)	
५. मुद्रांक विकत घेणाराचे नाव व स्वाक्षरी	
(Stamp Purchaser's Name & Signature)	
६. इतर व्यक्तीस त्याचे नाव, पत्ता व स्वाक्षरी	
(If through, owner person then Name, Address & Signature)	
७. दुसऱ्या पक्षकाराचे नाव	
(Name of the Party)	
८. मुद्रांक शुल्क रक्कम	
(Stamp Duty Amount)	
९. परवानगीसक मुद्रांक मिळालेली आहे	
व परवाना मिळालेला आहे श्री. हाकिम विचोळकर	
मुद्रांक विधीचे दिनांक/पत्ता १२०२०१०, मल्लासोपारा	
(ज्या कारणासाठी म्यानी मुद्रांक करेची केली त्याची त्याच कारणासाठी मुद्रांक खरेदी देण्याप्रमाणे २. मी मालक हावरणे बंधनकारक आहे.)	



24/12/24

Yusuf Noor Mohammad Khensaiti

ASIF IQBAL ANSARI (AADHAR NO. 3281 3940 0125)

hereinafter referred to as "**THE SECOND PROMOTERS** " (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors and administrators)

RIZWAN GULAM MOHAMMED PATKA (AADHAR NO. 8986 5123 0135)

hereinafter referred to as "**THE THIRD PROMOTERS** " (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors and administrators)

MOHAMMED SHAHID M. SAGIR ANSARI (AADHAR NO. 3843 6590 0266)

hereinafter referred to as "**THE FORTH PROMOTERS** " (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors and administrators)

The Promoter No.1 to 4 above named collectively hereinafter referred to as "Promoters" of the **ONE PART**

AND

SOLITAIRE APARTMENT CO-OPERATIVE HOUSING SOCIETY LTD , a Co-operative Housing Society duly registered under the Provisions of Maharashtra Co-operative Societies Act, 1960 and having its Registered Office at Solitaire Apartment CHSL, D'Monte Lane, Malad (W), Mumbai- 400 064

hereinafter referred to as "**THE SOCIETY**" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include the Members for the time being of the Said Society and their respective Hei.

✓ ✗ ✗ ✗ ✗ ✗ ✗ ✗

Executors, Administrators and Assigns as also Successors and Assigns of the said Society) of the **OTHER PART**

For the purpose of this Agreement, Promoters no.1 to 4 above named collectively shall be referred to as Promoters and individually referred to as Promoter No.1, Promoter no.2, Promoter No.3 and Promoter no.4. The Promoters and the Society are collectively referred to as "**THE PARTIES**" and individually referred to as "Promoters", & "Society"



WHEREAS

1. The promoters are the ~~partners~~ of M/s Square Enterprises having its registered office at 801, Green Ocean Apartment, Marve Road, Opp. Malwani Church, Malad (W), Mumbai 400 095.
2. The Promoters through its said partnership firm, M/s. Square Enterprises constructed building then known as Solitaire Apartment (now known as Solitaire Apartment CHSL) consisting of 40 residential flats, lying being and situate at CTS No. 529, 529/1 to 5, 530, in the Revenue Village Valnai Taluka Borivali, MSD, situated at D'monte Lane, Orlem, Malad (W), Mumbai – 400 064, hereinafter referred to as the said property and more particularly described in the Schedule hereunder.
3. Due to serious dispute and differences between the promoters and society, has resulted in legal proceeding and as a result thereof, the society lodge complaint against the promoters, resultantly FIR no. 0496/2024 has been registered by Malad Police Station u/s 420, 465 r/w 34 of the Indian Penal Code and u/s 3, 5, 10, 11 and 13 of the Maharashtra Ownership of Flats Act as against the promoters herein.
4. The promoter No. 1 accordingly have file ABA no. 2582 of 2024 and Promoter No. 2 to 4 filed ABA No. 2678 of 2024, before the Hon'ble Bombay High Court to enlarge them on bail and the said ABA's are still pending and subjudice before Hon'ble Bombay High Court

✓ ✗ h ✗ ✗ ✗

5. During the pendency of the said ABA's promoter's jointly and severally represented to the society as under

- i. That in view of communication gap amongst the promoters and due to several other reasons, they were/are not able to bring Occupation Certificate of society building.



The promoters are aware that to bring the Occupation Certificate huge funds is required and hence to enable the society to bring the Occupation Certificate, the promoters have agreed to pay a sum of Rs. 1,75,00,000/- (Rupees One Crore Seventy Five Lacs only) and two flats being Flat No 1502 admeasuring 700 square feet (Carpet Area comprising of 2 Bedroom Hall & Kitchen inclusive of balcony and (2) Flat No 2001 admeasuring 700 square feet (Carpet Area) comprising of 2 Bedroom Hall & Kitchen inclusive of balcony One stack Car Park (**hereinafter collectively referred to as subject flats**) in the said solitaire building now known as Solitaire Apartment CHSL.

6. Relying upon the representation and assurances of the promoters agreeing to pay a sum of Rs. 1,75,00,000/- and to allot, transfer and handover the two subject flats unto the society, the society have agreed to the said proposal of the promoters.

7. In the circumstances aforesaid and subject to strict compliance of terms and conditions more particularly recorded under these presents the Parties have agreed to execute this Agreement setting out the terms which have been mutually agreed upon by and between them.

NOW THIS ARTICLE OF AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. The recitals hereinabove shall form an integral and operative part of this Agreement as if the same were incorporated herein verbatim and to be interpreted and construed accordingly.

2. The Society vide their Special General Body Meeting held on 17th November 2024 and subsequent Special General Body Meeting dt. 08th December, 2024 agreed to settle the dispute with the Promoters and accordingly draft of this Agreement is approved unanimously by the majority of members of the society and in that behalf, Society passed resolution and authorized (1) Mr. Remon Fernandes (2) Mr. Sunil Babu to sign and execute this Deed. True copy of Minutes of the Meeting of Special General Body Meeting dated 17th November 2024 and 08th December, 2024, copy of Resolution thereon and print out of the email received by the members of the society confirming draft consent term is annexed herewith at Annexure- "A - Colly" hereto.

3. The Promoters doth hereby agree, confirm and record that they are i.e.(1) Yusuf Noor Mohammed Khan, (2) Asif Iqbal Ansari, (3) Rizwan Gulam Mohammed Patka & (4) Mohammed Shahid M. Sagir Ansari are partners of M/S Square Enterprises and as a Promoter and Developer have constructed building then known as Solitaire Apartment, consisting of 40 residential flats and Three (3) Refugee Floors, lying being and situate at CTS No. 529, 529/1 to 5, 530, in the Revenue Village Valnai, Taluka Borivali, MSD, situated at D'monte Lane, Orlem, Malad (W), Mumbai – 400 064.

4. The Promoters jointly and severally doth hereby agree, confirm and record that out of 40 residential flats, they have sold out 30 Residential flats to the flat purchasers and Three (3) Flats are still unsold and remaining Seven (7) flats belongs to original tenants of the said building then known as Solitaire Apartment, on the terms & conditions more particularly recorded in the Registered Agreement for Sale executed with each of the flat purchasers and that they have received entire consideration including development charges, formation of society charges, share money etc as more particularly recited in each of

✓

✍

✍

✍

✍

✍

the registered agreement for sale executed with flat purchasers and nothing is due and payable to them by the flat purchasers.



5. The Promoters jointly and severally doth hereby agree, confirm and record that the flat purchasers at their costs and expenses formed and registered Solitaire Apartment Co-operative Housing Society Ltd, being the Society herein.

6. The Promoters jointly and severally doth hereby agrees confirm and record that yet (1) Flat No 1502 admeasuring 700 square feet (Carpet Area) comprising of 2 Bedroom Hall & Kitchen inclusive of balcony and (2) Flat No 2001 admeasuring 700 square feet (Carpet Area) comprising of 2 Bedroom Hall & Kitchen inclusive of balcony in the said solitaire building now known as Solitaire Apartment CHSL and One stack Car Park (**hereinafter collectively referred to as subject flats**), are still not sold and on execution hereof, Promoters jointly and severally agrees to sell, transfer and assign the subject flats unto Solitaire Apartment CHSL and/or to its assignee, transferee etc as the case may and/or at the request of Society directly to the prospective purchaser, provided the purchase consideration of the subject flats shall be deposited in the account of Solitaire Apartment CHSL.



7. The Promoter doth hereby agrees, confirm and record that on execution hereof, they have handed over peaceful and vacant possession of the subject flats to the society and henceforth the Society is in exclusive use, occupation and possession of the subject Flats

8. The Promoters jointly and severally agrees, declare and confirm that the aforementioned stack car parking solely belongs to Promoter no.1 (Yusuf Noor Mohammed Khan) and he is entitled to allot the said stack parking space and on execution hereof he has agrees to surrender the said stack parking space unto Society, for the sum of Rs. 5,00,000/- (Rupees Five Lakh Only) and accordingly in that behalf Promoter No.

[Handwritten signatures]

1 (Yusuf Noor Mohammed Khan) through its said partnership firm, Square Enterprises, with the consent and knowledge of Promoters Nos. 2 to 4 above named, handed over allotment letter of said stack parking space to the Society. The allotment letter handed over to the Society is signed by Promoter No. 1 (Yusuf Noor Mohammed Khan), but the name of the allottee has been left blank in order to enable Society to allot it to its members and/or to prospective purchasers of said flat no. 1502 and/or to flat no. 2001. True copy of said allotment letter of said parking is annexed herewith at Annexure - "B" hereto.

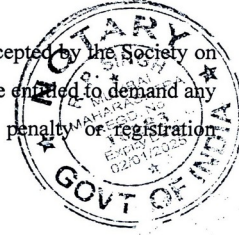
9. The Promoters jointly and severally doth hereby agrees confirm and record that the aforementioned subject flats are neither agreed to be allotted by Promoters nor allotted by Promoters to any person/s whomsoever and that the Promoters no.2 to 4 are in possession of the subject flats and Promoters no.2 to 4 presently given the subject flats on leave and license to (1) Mr. Vijay Verma, Rahul Kumar & Rahul Singhal and (2) Mansi Vaingankar, Mehak Arora, & Sakshi Munot being flats no 1502 and flat no. 2001 respectively.

10. The Promoters doth hereby agrees, confirm and record that the said subject flats has been given on leave and license basis by the Promoters Nos. 2 to 4 and accordingly, Promoters Nos. 2 to 4 jointly and severally agrees, confirm and record that within 45 days from the date of this consent term, said Promoters Nos. 2 to 4 shall cause the aforementioned licensee to quit and vacate the subject flats and hand it over to Society. The Promoter No. 1 (Yusuf Noor Mohammed Khan) is no way concerned with the aforementioned licensee nor he has given the subject flats on leave and license to the aforementioned licensee and hence the obligation contemplated under this clause to cause the said licensee to vacate the subject flats is applicable only upon Promoters no.2 to 4 herein.

11. The Society has been granted the aforesaid flats on as is where is basis and the Society shall not be entitled to demand any past maintenance charges, Municipal Assessment taxes, water taxes and

[Handwritten signatures]

dues of whatsoever nature and the flats are accepted by the Society on as is where is basis and the Society shall not be entitled to demand any stamp duty, goods and services tax or any penalty or registration charges.

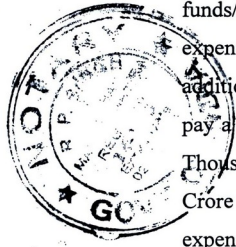


12. The Promoters jointly and severally doth hereby agrees confirm and record that the aforementioned subject flats are (1) Free from encumbrance (ii) That they are in exclusive and peaceful possession and occupation of the said subject flats (iii) That there is no claim against the said subject flats of whatsoever nature. (iv) That title of the subject flats are clear and marketable and is even now clear and marketable. (v) That on taking possession of the subject flats by the Society and/or its assignee/ Transferee as the case may be will be entitled to use occupy and possess the subject flats free from encumbrances and without any claim or interruption from the promoters or anybody claiming through or under them (vi) They will indemnify and keep indemnified the Society its assignee/ Transferee as the case may be against any claim made for any period prior to the completion of this Agreement in respect of the subject flats (vii) That they have paid all dues of the society upto date, (viii) They have paid municipal property taxes upto date till execution of this presents (ix) They have in no way created any charge, lien, mortgage, liabilities or any other encumbrances on the subject flats or on the rights, benefits and privileges enjoyable in respect of subject flats.



13. The Promoters jointly and severally doth hereby agrees, confirm and record that in order to bring the Occupation Certificate, building Completion Certificate, Fire NOC and other miscellaneous work in relation to the occupation certificate of the society, huge fund is required and due to communication gap amongst Promoters they are not able to bring the occupation certificate and therefore Promoters jointly and severally agrees to allot subject flats and Car Park unto the society and/or to its assignee, transferee etc to enable the Society to

✓ *[Signature]* *[Signature]* *[Signature]* *[Signature]*

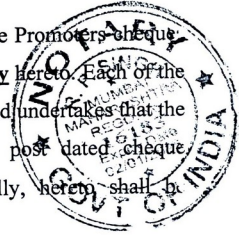


sell out the said subject flats to the prospective buyer and use funds/consideration out of sale of the subject flats to incur the expenses of the occupation certificate of Society building and in addition to allotment of subject flats, each of the Promoter agrees to pay a sum of Rs. 43,75,000/- (Rupees Forty Three Lakh Seventy Five Thousand Only), total amounting to Rs. 1,75,00,000/- (Rupees One Crore Seventy Five Lakh Only), in order to enable the Society to incur expenses for occupation certificate and accordingly after adjusting a sum of Rs. 5,00,000/- (Rupees Five Lakhs Only) in respect of allotment of said Stack Parking payable to First Promoter (Yusuf Noor Mohammed Khan) on or before execution hereof, Promoters deposited with Society a sum of Rs. 1,75,00,000/- (Rupees One Crore Seventy Five Lakh Only) in the manner as under

- i. On execution hereof each of the Promoter deposited with Society a sum of Rs. 25,00,000/- (Rupees Twenty Five Lakh Only) total amounting to Rs 1,00,00,000/- (Rupees One Crore Only). Each of the Promoters accordingly on execution hereof have deposited their respective cheque each amounting to Rs. 25,00,000/- (Rupees Twenty Five Lakh Only) and the said cheques are annexed herewith at Annexure "C - Colly" hereto. Except MOHAMMED SHAHID M. SAGIR ANSARI, remaining promoters have issued cheques dt. 28.11.2024 and the Society shall be entitled to deposit the said 3 cheques immediately on execution hereof and the same shall be honoured. So far as cheque of MOHAMMED SHAHID M. SAGIR ANSARI cheque amounting to Rs. 25,00,000/- (Rupees Twenty Five Lakhs Only) shall be honoured on its due date as mentioned in his cheque. The Promoters undertakes that their respective cheques shall be honoured on its due date.
- ii. The First Promoter (Yusuf Noor Mohammed Khan) after adjustment of Rs. 5,00,000/- (Rupees Five Lakh Only), deposited with Society cheque for an amount of Rs. 13,75,000/- (Rupees thirteen Lakh Seventy Five Thousand Only) and remaining each of the three Promoters deposited a cheque of Rs. 18,75,000/- (Rupees Eighteen

✓ 21

Lakh Seventy Five Thousand Only). Each of the Promoters cheques are annexed herewith at Annexure - "D" - Colly ~~hereto~~. Each of the Promoter doth hereby agrees, confirm, record and undertakes that the said remaining amount in respect of which post dated cheque annexed herewith at Annexure - "D" - Colly, hereto shall be honoured on its due date i.e. 28th May 2025.



14. Each of the Promoter doth hereby agrees, confirm and record that in the event of default in payment as aforesaid is committed, the same shall be treated as default and such defaulter Promoter alone shall be liable to face consequences of such default including action of Contempt of Court. The aforementioned cheques shall be honoured on its due date.
15. The Society hereby agrees, confirms and records that from the date of these Agreement, the Promoters are released from the obligation of obtaining Occupation Certificate in respect of the Society Building and the same shall be the sole responsibility of the Society as per the terms of these presents. The Promoters shall, under no circumstances whatsoever, be liable to obtain the occupation certificate in respect of the society building henceforth and in the event the society is unable to obtain occupation certificate from the competent authority for whatsoever reason, inspite of accepting the allotment of the aforesaid Flat Nos. 1502 and 2001 and monetary compensation of Rs.1,75,00,000/- as agreed hereinabove, the Promoters shall at no point in time be held responsible for the same. In the course of obtaining the certificate, the promoters shall not be liable for any changes or demolition of any excess areas as may be required or found expedient by the Architect to be appointed by the Society.
16. Further, if any amount in excess of the what is decided herein is required for the purpose of obtaining occupation certificate from the competent authority, such excess amount shall solely borne and paid by the society and at no point shall such amount or any amount in excess of what is decided herein shall be demanded by the society or

[Handwritten signatures and initials]

any of its member from the Promoters.

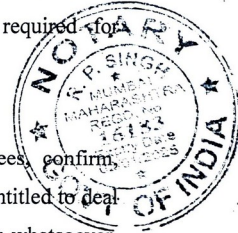
17. The society hereby undertakes to hand over individual 'Indemnity-cum-Declaration' of 12 members out of those 13 members being majority of the members who has confirmed the draft of this Agreement in the said Special General Body Meeting dated 8th December 2024, to indemnify each of the Promoters herein as well as the firm M/S Square Enterprises from any past, present or future claims in respect of occupation certificate of the said society building. The said 'Indemnity-cum-Declaration' shall clearly state that those 12 respective flat owner / member and anyone claiming from, through or under him / her shall not raise any claim of whatsoever nature against the Promoters herein and the firm M/S Square Enterprises any time in future and that the Promoters are no more under the obligation of obtaining occupation certificate in respect of the society building from the date of this Agreement. The Society undertakes that such 'Indemnity-cum-Declaration' of those 12 flat owner / member shall be handed over to the Promoters within 60 days from the date of this Agreement and the same shall be binding upon the society.

18. The Promoters jointly and severally doth hereby agrees, confirm, record and undertakes that all tax liabilities, taxes in respect of sale of the subject flats shall be borne and paid by the Promoters only. It is made clear that the stamp duty, registration fee and GST in respect of sale of the subject flats shall be paid by prospective purchasers and under no circumstances the Promoters shall be liable to pay stamp duty, registration fee and GST in respect of the subject flats.

19. The Promoters jointly and severally doth hereby agrees, confirm and record that on execution hereof, they deem to have sold, delivered, transferred and assigned the subject flats unto Solitaire Apartment CHSL and as and when required by Society to execute and register subject flats and/or any of the said subject flat, in that event within 7 days of written intimation of Society, Promoters undertakes that they shall sign and execute Deed/s, Document/s, Written Agreement for

✓ *[Signature]* *[Signature]* *[Signature]* *[Signature]*

Sale and Indentures in respect of transfer and assignment of the subject flats unto such prospective purchasers, by appearing before concerned office of Registrar of Assurance and/or Sub-registrar of Assurances, M.S.D. to register it and shall do all acts, deeds and things which are necessary and required for better and effectual transfer and assignment of the subject flats and execute all such necessary and incidental documents, forms, papers, writing etc as may be required for effectively transferring subject flats.



20. The Promoters jointly and severally doth hereby agree, confirm, record and undertakes that henceforth they shall not be entitled to deal with, dispose off, sell otherwise transfer in any manner whatsoever, the subject flats to any person/s whomsoever and accordingly the Society only shall be entitled to sell, transfer and assign the subject flats to the prospective purchaser/s and accordingly Society only shall be entitled to receive consideration out of sale proceeds of the subject flats. However the Promoters at the request of Society, shall sign and execute Deed/s, Document/s, Written Agreement for Sale and Indentures in respect of transfer and assignment of the subject flats unto such prospective purchasers in the manner as more particularly recorded in clause no. 14 herein above.

21. Agreed, declared and recorded between the Promoters and the Society that the Society shall be the confirming party in such Deed/s, Document/s, Written Agreement for Sale and Indentures in respect of transfer and assignment of the subject flats unto such prospective purchasers and accordingly consideration amount out of sale proceeds of the sale of subject flats shall be directly deposited/credited to the account of the Society and in that behalf Promoters hereby gives their ir-revocable consent.

22. Agreed, declared and recorded between the Promoters and Society that until the subject flats are sold out to the prospective purchaser either, the Society shall be entitled to give on leave and license basis either both the subject flats and/or any of the subject flat to the

✓ 22 H J. S. J. J. S. J.

prospective lessee/tenant/licensee as the case may be.

23. The Promoters jointly and severally doth hereby agrees, confirm, record and undertakes that within 180 days from the date of execution hereof, they at the costs of the Society shall cause to execute and register deed of conveyance to transfer, assign and convey the plot of land lying being and situate at CTS No. 529, 529/1 to 5, 530, in the Revenue Village Valnai, Taluka Borivali, MSD, situated at D'monte Lane, Orlem, Malad (W), Mumbai – 400 064, together with Society building unto the Society. The said Conveyance shall be on as is where is basis and contain the stipulations hereof.

24. The Promoters jointly and severally represented to the Society and considering the reason that the Promoters being partners of M/S Square Enterprises has not been running their said partnership firm after construction of said Solitaire Apartment Building and each of them have been independently running, their own business resulting into communication gap amongst them whereby they are not able to proceed with of obtaining Occupation Certificate and considering the said reason of Promoters, they offered to pay the aforementioned total amount of Rs. 1,75,00,000/- (Rupees One Crore Seventy Five Lakh Only) and in addition thereto also agrees to allot subject flats as aforesaid, free from all encumbrances to enable the Society to obtain Occupation Certificate out of sale proceeds and/or income that may be derived out of subject flats.

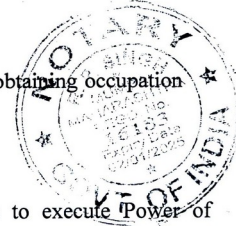
25. The Promoters jointly and severally and through their said Partnership Firm, Square Enterprise, from time to time as and when required shall cause to execute necessary affidavit declaration firm deed/s, document/s that may be required for necessary submission to the planning authority MCGM, other local authorities, Government of Maharashtra, collector, MSD etc for the purpose of and in relation to Occupation certificate and building completion certificate of society building and execute all such necessary and incidental documents,

✓

✓

✓

forms, papers, writing etcas may be required for obtaining occupation certificate.



26. The Promoter jointly and severally shall cause to execute Power of Attorney unto committee members of society authorizing them to give on Leave and License, sale, deliver, transfer and assign the subject flats to the prospective purchasers whereby society would be entitled to receive consideration out of sale proceeds of the subject flats whereby they would be proceed with of obtaining occupation certificate. The Promoters jointly and severally hereby agree, confirm, record and undertake that they shall as within 3 weeks from this consent term shall sign, execute and register Power of Attorney and appear before concerned Office of Registrar to register the Power of Attorney. The Power of Attorney shall be limited to sale, deliver, transfer and assign the subject flats to the prospective purchaser and to execute and register the deed of conveyance to transfer, assign and convey the said property more particularly described in the Schedule hereunder written. All acts carried out under the said Power shall be at the cost and consequences of the Society.

27. Until the Society, sale deliver, transfer and assign the subject flats unto prospective purchaser through themselves and through Promoters as the case may as aforesaid, the society shall be entitled to collect monthly license fee from the aforementioned licensee of the Promoters and in that behalf Promoters shall give written intimation to those licensee and upon expiry of period of leave and license of the aforementioned licensee, the society shall be entitled to lease out the subject flats to receive rent / monthly compensation out of such lease / license and the Promoters shall not be entitled to receive the monthly rent / compensation out of lease / license of the subject flats. The Promoter undertakes that from time to time and as and when required by the society and/or its Architect/Consultant etc, they shall execute documents including but not limited to all Forms, Affidavit, Declaration, NOC's, Letters, Deed/s, Document/s etc required by the MCGM/Planning authority/Local Authority/State Government Department/Semi Government Department etc. The Promoter in order to enable the society to appoint New

Architect, they have already obtained NOC's of their previous Architect, Iqbal & Nitin Associates and true copy thereof is annexed herewith at Annexure - "E" hereto and original is given to the society on execution hereof.

28. The parties hereto shall be entitled to rely upon this Agreement in the proceedings including but not limited to the said ABA No. 2582/2024 & ABA no. 2678/2024, proposed Writ Petition for quashing of the FIR and in any other legal proceeding that may be required to be filed by either of the party hereto.

29. The Society has no objection if the applicants are granted Pre-arrest bail in the aforementioned ABA's' to the Promoter and society shall also sign the Affidavit and other necessary documents, NOC'S etc as may be required from time to time to the Promoter to cause and set-aside the FIR No. 0496/2024, registered with Malad Police Station.

30. The Society doth hereby agrees, confirm, record and undertake that on filing of application/writ petition by the Promoters to quash the FIR no. 0496/2024, the society shall immediately and simultaneously sign the affidavit, consent form incorporating terms and condition of this agreement, NOC and the writ petition for quashing of the FIR by consent and the society also further undertakes that as and when the matter is listed for hearing of quashing of FIR, by consent, the society shall appear in person before this Hon'ble Court without any excuse.

In witness whereof the parties here unto set and subscribed their hands and seal on the day and year herein above.

SCHEDULE REFERRED HEREIN ABOVE

All that piece and parcel of land bearing CTS No. 529, 529/1 to 5, 530, in the Revenue Village Valnai, Taluka Borivali, MSD, together with building standing thereon known as Solitaire Apartment CHSL situated at D'monte Lane, Orlem, Malad (W), Mumbai - 400 064,



Signed Sealed and Delivered by the

Within named First Promoter



YUSUF NOOR MOHAMMED KHAN

) *Signature*

Signed Sealed and Delivered by the

Within named Second Promoter

)

)



ASIF IQBAL ANSARI

Signed Sealed and Delivered by the

Within named Third Promoter



) *Signature*

)



RIZWANGULAM MOHAMMED PATKA

Signed Sealed and Delivered by the

Within named Fourth Promoter



)

)

)

) *Signature*

MOHAMMED SHAHID M. SAGIR ANSARI

) *Signature*

In the presence of

1.



2.

THE COMMON SEAL of the within named
the said Society, **SOLITAIRE APARTMENT**
CO-OP. HSG. SOC. LTD., was hereunto
Affixed pursuant to the resolution of the Special
General Body Meeting dt. 08.12.2024
through its authorized Signatories

- (i) Chairman, Mr. Sunil Babu
(ii) Secretary, Remon Fernandes

in the presence of

Witness:

1. *[Signature]*

2. *[Signature]*

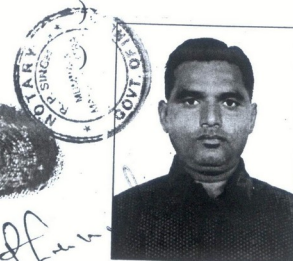


BEFORE ME

[Signature]
R. P. SINGH
NOTARY, MUMBAI
& MAHARASHTRA
(GOVT. OF INDIA)

R. P. SINGH (Notary Govt. of India)	
NOTARIAL REGIS.	
SR. No.	1055-2024

124 DEC 2024



4. All statements made in the Agreement are accepted as undertaking given to this Court. All undertakings are also accepted.

5. The learned Advocate for the newly added Respondent (Society), on instructions from his client, submits that the present Anticipatory Bail Applications can be allowed and that they don't have any objections for allowing these Anticipatory Bail Applications since the developer, through its partners, has agreed to pay the amount and provide two flats, namely, viz. 1502 and 2001, each admeasuring 700 sq. mtrs in the Solitaire Apartment Co-Operative Housing Society Limited . Hence, a case is made out by the Applicants to allow the present Anticipatory Bail Applications.

ORDER

(a) **The anticipatory bail application is allowed.**

(b) In the event of arrest of the Applicants in connection with C.R. No.0496 of 2024, dated 14 June 2024, registered with Malad Police Station, District Brihanmumbai under Sections 420, 456, read with Section 34 of the Indian Penal Code as well as Section 3, 5, 10, 11 and 13 of the Maharashtra Ownership of flats Act, 1963, the Applicants shall be released on bail till the filing of the charge-sheet on furnishing P.R. bond to the extent of Rs. 30,000/- each with one or more sureties of the like amount.

(c) The Applicants shall not directly or indirectly make any

inducement, threat or promise to any person acquainted with facts of case so as to dissuade him from disclosing the facts to Court or any Police Officer and should not tamper with evidence.

(d) The Applicants shall furnish his contact number and residential address to the investigating officer and shall keep him updated, in case there is any change.

5. **The Anticipatory Bail Applications are disposed of.**

(RAJESH S. PATIL, J.)