

CONSENT DECREE

Exh-39/A ①

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IN THE SMALL CAUSES COURT AT MUMBAI
(BANDRA BRANCH)

R.A.E. ~~10~~ ~~11~~ SUIT NO. 52 OF 2025.

SMT. PUSHPA KISHOR PUNJABI.
aged 66 Years, Occ: Landlord,
Indian, Inhabitant of Mumbai ,
Residing at; 308 Happy Home ,
sector IV, Charkop, Kandivali (west) ,
Mumbai 400 067.) Plaintiff.
Mobile No. 9820195792
Email Id; Not Available

V/S.

1. SHRI. HARSHAD JETHALAL KAWA
Aged about 60 years, Occ: Not Known ,
Indian Inhabitant, Residing at;
Flat No. 301, Sonam Apartment ,
Carter Road No. 3 , Borivali (East),
Mumbai 400 066
Mobile No. Not available
Email Id; Not Available
2. SHRI. HASHMUKH JETHALAL KAWA .
Aged about 56 years, Occ: Not Known ,
Indian Inhabitant, Residing at
Room No. 15. G.N. Wadhawa Chawl,
(Parsi chawl), Carter Road No. 8,
Borivali (East) Mumbai 400 066
Mobile No. Not available
Email Id; Not Available.



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3. MR. RAKESH BHUPENDRA MAKWANA
Aged about 44 years, Occ:Not Known ,
Indian Inhabitant,Residing at
Room No.11. G.N .Wadhawa Chawl,
(Parsi chawl), Carter Road No.8,
Borivali(East) Mumbai 400 066
Mobile No. Not available
Email Id; Not Available.

4 MRS. KOKILA RAKESH MAKWANA
Aged about 42 years, Occ:Not Known ,
Indian Inhabitant,Residing at
Room No.11. G.N .Wadhawa Chawl,
(Parsi chawl), Carter Road No.8,
Borivali(East) Mumbai 400 066
Mobile No. Not available
Email Id; Not Available.



..... Defendants.

Suit is filed under section 15(1),
16(1)(e) & (n) Of MRC Act 1999.

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at the contents of the Proceeding filed by way
of e-filing & hard copy are identical & same.

THE PLAINTIFF ABOVENAMED STATES AS UNDER;

1. The Plaintiff states that Plaintiff is one of co- owner
and landlady of the Chawl known as G.N .Wadhawa
Chawl, (previously Known as Parsi chawl), and lessee of
the plot of land bearing City Survey No. 37/1 to 86,
admeasuring about 4044 sq .yard with structures standing
thereon , along with the said chawl standing on plot of
land bearing City Survey No. 37/1 to 86, situated at
Carter Road No.8, Borivali(East) Mumbai 400 066, The

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Plaintiff state that defendant No. 1 and 2 are sons of late Shri Jethalal Mistry who was monthly tenant during his lifetime of Room No.11, G.N .Wadhawa Chawl, (Parsi chawl), Carter Road No.8, Borivali (East) Mumbai 400 066 ,at the montly rent @ of Rs. 420/- per month. The said Room No.11 admeasuring about 17.1 sq. Meter of G.N .Wadhawa Chawl, (Parsi chawl), Carter Road No.8, Borivali(East) Mumbai 400 066 , is hereinafter referred to as the **"SUIT PREMISES"** for the sake of brevity and the same is bounded as follows:

On or towards the East- Room No.12, occupied by

Mr. Sandeep kumar Tenant of plaintiff

On or towards the West- Room No.10 occupied by

Mr. Umesh Virsang Kharson Tenant of plaintiff

On or towards the North- R.P. Navalkar Chawl

On or towards the South- Room No.4 occupied by

Mrs. Jashwanti Hargovind das Tenant of plaintiff

2. The plaintiff states that the Predecessor of the plaintiff has constructed the suit Structure and/or suit chawl during their life time and let out suit premises to the father of defendant No.1 Mr. Jethalal Mistry on monthly tenancy basis for the residence purpose and after the death of Mr. Jethalal Mistry the original tenant of suit premises , his sons/heir/family member Shri. Harshad Jethalal kawa was accepted as the tenant of the suit premises by the plaintiff, as Harshad Jethalal Kawa was in exclusive use occupation and possession of suit premises since during



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lifetime of Original tenant Shri. Jethalal Mistry and thereafter, even during life time of original tenant Jethalal Mistry, the defendant No.1 use to pay rent in respect of the suit premises to the plaintiff on account of Jethalal Mistry and accepted rent receipt passed by the plaintiff for the payment of monthly rent. The defendant No.2 as being son /heir of deceased Mr. Jethalal Mistry is joined in abundant precaution though he is residing in another room premises in plaintiff chawl being as tenant of plaintiff for Room No 15.

3. The plaintiff state that suit chawl is assessed in the name of plaintiff bearing No. R 6410(1) and 6410(2) and plaintiff is regularly paying Assessment charge to the BRIHAN MUMBAI MAHANAGR PAKIKA. The plaintiff hereby Annexed the copy of Assessment Bills and payment receipts issued by authority for the suit Chawl as ^{Annexure} "A" (copy)

4. The Plaintiff state that the defendant No.1 paid the monthly rent to the plaintiff and plaintiff has passed rent receipts to the defendant No.1 on the name of deceased original tenant Mr. Jethalal Mistry as the defendant never brought consent /no objections of other heirs of the original tenant, The plaintiff hereby annexed the copy of counter foils of the rent receipts issued to the defendant No.1. by the plaintiff as ^{Annexure} "B"

5. The plaintiff states that plaintiff has visited to suit premise in the month of June 2024 and noticed that some third person by name Mrs.Nayak Shilpa Hariom

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was residing in the suit premises on plaintiffs inquiry she supplied Xerox copy of registered leave and license agreement dated 28/12/2023 to the plaintiff and when the defendant No.1 come to know this fact he has removed the said licensee somewhere in the month of July and/or August 2024 ;Hereto annexed the copy of leave and licence agreement dated 28/12/2023 executed by the defendant No.1. as **Annexure "C"**.

6. The plaintiff states that defendant No.1 is not ready and willing to pay monthly rent to the plaintiff as and when same was due, thus the defendant No.1 is in arrears of rent at the rate of Rs.420/- per month, from August 2022 up to January 2025 i.e for a period of 30 months amounting to Rs. 12600/- out of them once on account defendant No.1 transferred Rs. 5200/ in plaintiffs account however , defendant failed to clear arrears The plaintiff submits that in spite of repeated request and reminders, the Defendant No.1 failed and/or neglected to pay arrears of rent to the plaintiff .

7. The Plaintiff states that in the month of December 2024 ,Plaintiff again visited on 14th December 2024 and noticed that defendant No.1 was not residing there and some third person was there , plaintiff states that immediately plaintiff had lodged written complaint dated 17/12/2024 with Kasturba Marg Police station and obtained acknowledgement ; Here to annexed Xerox copy of written complaint dated 17/12/2024 as **Annexure "D"**.

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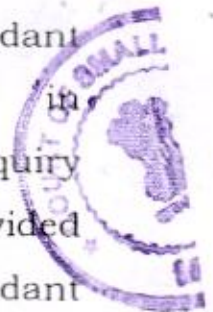


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8. The plaintiff submits that recently in the month of January 2024 plaintiff visited to the suit premises for the monthly rent but defendant No.1 was not found in the suit premises and when plaintiff made inquiry from the defendant No. 3 & 4 about the defendant No.1 and about their possession in the suit premises, defendant No. 3&4 informed that defendant No.1 has inducted them in the suit premises and for the same defendant No.1 has executed leave and licence agreement in favour of defendant No.3 & 4 and or further inquiry defendant No. 3&4 have handed over and/or provided Xerox Copy of documents executed by the defendant No.1 in favour of defendant No. 3&4 after going through documents plaintiff come to know that defendant No.1 has inducted defendant No. 3&4 in the suit premises plaintiff states that originals of document i.e. leave and license agreement are laying in custody of the defendant No. 3&4 only. The plaintiff hereby annexed the Xerox copy of leave and licence agreement executed by the defendant No.1 in fvaour of defendant No. 3&4 as **Annexure "E"** .



9. The plaintiff submits that the suit premises was let out to the defendant No.1 for residential purpose however The defendant No.1 has illegally inducted and/or parted with possession of the suit premises to the Defendant Nos.3 & 4 and the defendant No. 3 & 4 are in illegal use occupation and possession of the suit premises, the

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plaintiff states that The defendant No.1 inducted and/or allowed and/or kept defendant No.3 & 4 in use occupation and possession of the suit premises without consent and/or knowledge of the plaintiff, thus Defendant No.1 breach the terms and conditions of tenancy therefore defendant No.1 lost the protection provided under Maharashtra Rent Control Act 1999 hence defendant are liable for eviction from the suit premises.



10. The plaintiff submits that defendant No. 3&4 have been illegally and unauthorizedly put in possession by the defendant No.1 are an illegal occupant in the suit premises, defendant No. 3&4 in use occupation possession of the suit premises without written consent and/or knowledge of the plaintiff thereof defendant No. 3&4 have no legal rights to hold the possession of the suit premises hence defendant are liable for eviction from the suit premises.

11. The Plaintiff submit that the defendant Nos.1 sub letted and/or parted with possession of the suit premises to the defendant Nos.3 & 4. The plaintiff submits that the Defendant No.3 & 4 have been inducted into the suit premises illegally without written consent of the plaintiff. The defendant Nos.1 is profiteering by inducting Defendant Nos.3 & 4 into the suit premises without having any such rights. The defendant Nos. 3 & 4 are in illegal occupation of the suit premises has been joined as partly Defendant Nos.3&4 to avoid disposal of the suit

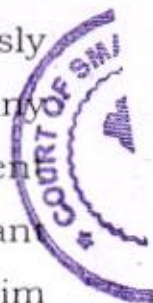
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and/or to get possession of the suit premises by the plaintiff without any further delay and in view of the Defendant Nos. 3& 4 being in actual physical possession of the suit premises to the plaintiff.

12. The plaintiff submits that the defendant Nos.1 is not required suit premises, defendant No.1 has stopped using the suit premises, without having any sufficient and reasonable causes thus defendant No.1 remained non user in respect of the suit premises continuously from last more than six months without having any sufficient and reasonable cause prior to filing of present suit hence suit premises is not required to the Defendant Nos.1 for the purpose for which same was let out to him hence plaintiff is entitled for eviction decree against the defendants for the above said causes and reason .

13. The plaintiff seeks to recover the possession of the suit premises from the defendants on the following grounds;

- (a) That the defendant No.1 is not ready and willing to pay the rent as and when same become due and payable by the defendant No.1.
- (b) The defendant No.1 has illegally parted possession of suit premises by executing leave licence agreement to defendant No. 3&4 without written consent and/or permission of plaintiff.
- (c) Defendant No.1 is non- user in respect of suit premises as defendant No.1 has not used the suit



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premises from the last more than six months without having any reasonable cause.

- (d) The defendants breach of terms of tenancy and lost the protection provided under MRC Act and liable for eviction decree against them.



14. The plaintiff state that the defendants have lost protection under Maharashtra Rent Control Act and has make liable to be evicted from the suit premises on the above cause and reason. The plaintiff therefore says and submits that this Hon'ble court be pleased to pass a decree for eviction against defendants and defendants be ordered and directed to quit, vacant and handover vacant and peaceful possession of the suit premises i.e Room No.11 admeasuring about 17.1 sq.mt. of G.N .Wadhawa Chawl, (Parsi chawl), Carter Road No.8, Borivali(East) Mumbai 400 066 _The plaintiff submits that if the eviction decree as aforesaid is not passed in favour of the plaintiff, the plaintiff will suffer greater hardship and further irreparable harms, loss and injury which will cause to the plaintiff cannot be compensated in any terms of money. The plaintiff further says and submits that the balance of convenience is also in favour of the plaintiff.

15. The plaintiff says and submits that plaintiff also seeks to recover from the defendant a sum of Rs.

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7400 (12600- 5200) /being arrears of rent from 1st August 2022 to January 2025 @Rs 420.00. P.M. the plaintiff is how ever entitle to compensation and/or means profit from the defendant till the delivery of possession of the suit premises to the plaintiff as the market rate at that time.

16. The plaintiff says and submits that the defendants are showing the suit premises through brokers of the locality to the unknown persons and some unknown persons were taking measurement of the suit premises also. The plaintiff further says and submits that even some of the intended acquirers of the suit premises have approached to the plaintiff along with the brokers asking the plaintiff whether the plaintiff will transfer the rent bills with regard to the suit premises. The plaintiff says and submits that upon such request the plaintiff has refused to transfer the rent bills of the suit premises in the name of any third party. The plaintiff says and submits that upon such information gathered by the defendants of the plaintiff's refusal to transfer the rent bills of the suit premises in the name of any third party, the defendant No.1 has threatened the plaintiff personally that the defendants are going to part with possession and the plaintiff cannot do anything except to litigate in Court for more than 10 years. The plaintiff says and submits that the

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defendants are. capable of putting the threat into action. The plaintiff says and submits that in view of the aforesaid facts and circumstances it is just, equity and also in the interest of justice that the defendants, his/her servants, agents, family members and/or persons claiming through or under them shall be permanently restrained by an order and injunction of this Hon'ble Court from parting with possession creating any third party right and/or allowing and/or inducting any third party whosoever into the suit premises under any arrangement including leave and license arrangement and/or paying guest arrangement and/or care taker arrangement and/or surrendering the suit premises in favour of the any third person i.e. Room No.11 admeasuring about 17.1 sq.mt of G.N .Wadhawa Chawl, (Parsi chaw), Carter Road No.8, Borivali(East) Mumbai 400 066, irreparable harm, loss and injury which cannot be compensated in terms of money. The Plaintiff further says and submits that the balance of convenience is also in favour of the plaintiff. The plaintiff therefore says and submits that interim and ad-interim reliefs in the aforesaid terms be granted to the plaintiff.



17. The plaintiff values for the purpose of court fees,
 the suit is valued for claim of rent ~~and~~

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the rate of Rs.5040/- being the annual rack rent @
Rs. 420/- per month Plaintiff paid court fee
Rs. 695/- as per Order of Bombay Court dated

18. The plaintiff and the defendant reside and work for gain at Mumbai. The suit premises is situated at Borivali (East) Mumbai within the jurisdiction of this Hon'ble court entire causes of action arisen in Mumbai and the suit is between the landlord and the tenant hence the same covered under section 33 of The Maharashtra Rent Control Act, 1999 and therefore this Hon'ble court has got exclusive

jurisdiction to entertain and try this suit. The cause of action arose in month of January, 2024 when Plaintiff visited the suit premises

19. The plaintiff has not filed any other suit in respect of suit premises in any other court. The land upon which the suit premises is situated is not covered under Slum Clearance Act, 1971. The suit is not barred under Limitation Act.

20. The plaintiff will rely on document a list whereof is hereto annexed.

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THE PLAINTIFF THEREFORE PRAYS:

(a) That the defendants be ordered and decreed to quit vacate and hand over vacant and peaceful possession of the suit premises to the plaintiff i.e. Room No.11 admeasuring about 17.1 sq.mt of G.N .Wadhawa Chawl, (Parsi chawl), Carter Road No.8, Borivali(East) Mumbai 400 066.

On or towards the East- Room No.12, occupied by

Mr. Sandeep kumar Tenant of plaintiff

On or towards the West- Room No.10 occupied by

Mr. Umesh Virsang Kharson Tenant of plaintiff

On or towards the North- R.P. Navalkar Chawl

On or towards the South- Room No.4 occupied by

Mrs. Jashwanti Hargovind das Tenant of plaintiff.

(b) That the defendant their servants, against, family members and/or persons claiming through or under them shall be permanently restrained by an order and injunction of this Hon'ble court from parting with possession, creating any third party rights and /or allowing inducting any third party whosoever into the Suit premises under any agreement including leave and license arrangement and/or paying guest arrangement and/or care

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taker arrangement and/or surrendering the suit premises in favour of the builder i.e. to the plaintiff interim and ad-interim reliefs in terms of (b) above.

- ✓ (c) That the defendant be further order and decree to pay to the plaintiff further compensation and/or means profit at marker rate from the date of suit till the delivery of possession of the suit premises.
- ✓ (d) That the defendant be further order and decree to pay to the plaintiff the interest on the entire arrears of rent of the suit premises.
- ✓ (e) For costs and professional cost as this Hon'ble court deem fit and proper
- α (f) For such other and further relief as the nature and circumstance of the case may require.



Plaint drawn by me.

Advocate for Plaintiff.

Pushpa. K. Punjabi

Plaintiff
(Smt. Pushpa Kishor Punjabi)

VERIFICATION

I, Smt. Pushpa Kishor Punjabi, aged 66 Years, Occ: Landlord, Indian, Inhabitant of Mumbai, Residing at; 308 Happy Home, sector IV, Charkop, Kandivali (west) Mumbai 400 067. the plaintiff above named do hereby solemnly declare and state that whatever is stated in para No.1 to 16 are true and correct to my own knowledge and what is stated in remaining paras are true and based on legal submission and information and I believe the same to be true and correct.

Solemnly affirmed at Mumbai
On this 10th day of Feb 2025)

Pushpa. K. Punjabi

Plaintiff
(Smt. Pushpa Kishor Punjabi)

Advocate for Plaintiff.

Before me.

Solemnly affirmed before me
Smt. Pushpa K. Punjabi
Who is identified before me by
A-732591598736
whom I Personally know
This 10th day of Feb 2025

Noplese
Smt. / (Signature)
M.L.

Present on
12-02-2025

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CANCELLED

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IN THE SMALL CAUSES COURT AT MUMBAI

(BANDRA BRANCH)

R.A.E. ~~and~~ SUIT NO. 52 OF 2025

SMT. PUSHPA KISHOR PUNJABI.

V/S

Shri. Harshad Jethalal Kawa & ~~and~~ others

P L A I N T :

Dated this day of February 2025.



MR. J. S. PANDEY

Advocate for Plaintiff,

307, Radha SRA Building ,
R.S. Marg, Malad(E),
Mumbai 400 097.



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IN THE COURT OF SMALL CAUSES AT MUMBAI
BANDRA BRANCH

R.A.E. SUIT NO. 52 OF 2025
(CNR Number MHSCA3-000169-2025)

Smt. Pushpa Kishor Punjabi

... Plaintiff

V/s

Shri Harshad Jethalal Kawa and ors.

... Defendants

Coram : Shri. D. P. Kasat, Judge

Court Room No. : 32

Date of Presentation of Plaint : 24.02.2025.

Date of Disposal : 08.09.2025.

Claim : Rs. 5,040/-

CONSENT DECREE

This suit came for filing consent terms on 8th September, 2025 between Plaintiff and defendant Nos. 1 and 2 before the Hon'ble Judge Shri D. P. Kasat presiding in the Court Room 32 (BB) .

ORDER BELOW EXHIBIT NO. 1

In view of report of mediator at Exh.35, order passed below Exh.36 i.e. consent terms and pursis at Exh.37, the suit is amicably settled between plaintiff and defendant Nos.1 and 2 and unconditionally withdrawn against defendant Nos.3 and 4. Accordingly, the suit stands disposed off completely. Decree be drawn up accordingly in terms of consent terms Exh.36. No order as to costs.



Sd/-
(D. P. Kasat)
Judge, C. R. No.32

(Copy of Exh. 36 Consent term attached herewith)

IN THE SMALL CAUSES COURT AT MUMBAI
(BANDRA BRANCH)

R.A.E . SUIT NO. 52 OF 2025.

SMT . PUSHPA KISHOR PUNJABI.
aged 66 Years, Occ: Landlord,
Indian, Inhabitant of Mumbai ,
Residing at;308 Happy Home ,
sector IV, Charkop, Kandivali (west) ,
Mumbai 400 067.) Plaintiff.

V/S.

1. SHRI. HARSHAD JETHALAL KAWA
Aged about 60 years, Occ:Not Known ,
Indian Inhabitant, Residing at;
Falt No.301, Sonam Apartment ,
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Mumbai 400 066
2. SHRI . HASHMUKH JETHALAL KAWA .
Aged about 56 years, Occ:Not Known ,
Indian Inhabitant, Residing at
Room No.15. G.N .Wadhawa Chawl,
(Parsi chawl), Carter Road No.8,
Borivali(East) Mumbai 400 066.
3. MR. RAKESH BHUPENDRA MAKWANA
Aged about 44 years, Occ: Not Known ,
Indian Inhabitant,Residing at
Room No.11. G.N .Wadhawa Chawl,
(Parsi chawl), Carter Road No.8,
Borivali(East) Mumbai 400 066.



MRS. KOKILA RAKESH MAKWANA
 Aged about 42 years, Occ: Not Known,
 Indian Inhabitant, Residing at
 Room No. 11, G.N. Wadhwa Chawl,
 (Parsi chawl), Carter Road No. 8,
 Borivali (East) Mumbai 400 066. Defendants.

CONSENT TERMS

1. This consent terms are entered into by and between the parties to the litigation, this consent term are in respect to Room no. 11 in G.N wadhwa Chawl No. 1 (Parsi Chawl) standing on plot of land bearing City Survey No. 37/1 to 86, situated at Carter Road No. 8, Borivali (East) Mumbai 400 066.

2. Plaintiff and defendant admit and acknowledge that after filing and service of suit summons the above said defendant No. 3 & 4 Vacated the suit premises and shifted himself else where and now where is residing not known to the plaintiffs and/or defendant No. 1 & 2, hence suit stand withdrawn against the defendant No. 3 & 4, as not pressed and further it is agreed and declares by and between the parties that all the disputes among the plaintiffs and defendant No. 1 & 2 is settled out of court in the following terms of

Defendant no. 2 has executed Release Deed / Consent in favour of Defendant no. 1 for Tenancy Rights. The said Release Deed dated 28/09/2004 is hereto annexed as Exhibit A

3. The defendants under take to make payment of monthly rent Rs. 520/- Per Month regularly on or before 5th day of every month. it is further agreed between the parties that Rs. 100/ will be increased in the monthly rent on every third year of all the tenants and defendant undertake to pay the monthly rent

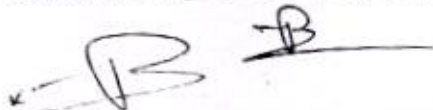
alongwith increased rent on or before 5thday of every month herein after .

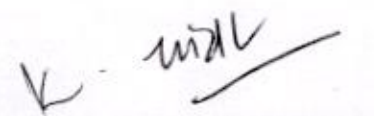
4. The defendants agreed and undertake that they shall use the suit premises for residence and shall never keep the same vacant .
5. The defendant no1&2 agreed and under take that they not carry out any commercial activity or factory and/or office from the suit premises.
6. The defendant no1& 2 shall not sublet , execute leave and license agreement and/or create any third party right , titel and interest in respect of suit premises without prior written permission of the plaintiff .
7. The defendants here by promised , agreed and /or /undertakes to the plaintiff that in case defendants have obtained written permission from the landlord / Plaintiff herein for allowing his paying guest /licensee in the suit premises still they will obey and/or full fill following conditions ;
 - a) The written permission of the plaintiff shall be obtained by defendants prior to execution of any agreement .
 - b) The defendant No.1 & 2 shall pay at the rate of Rs. 5800/- (Rs. Five thousand eight Hundred Only) Per month at one stroke for the entire licensed period .this payment of Rs. 5800/ per month and defendant further agreed to pay increase 10% on passing every 11 months and above said payment shall be in addition to agreed monthly rent of Rs.520/ per month.



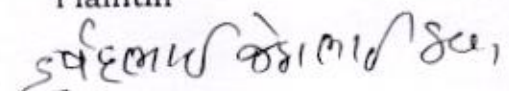
- (m)
- c) It is further agreed and undertaken by the defendants that they shall not allow / permit any paying guest / licensee to use the suit premises more than 2 years i.e. 24 months.
- d) The defendant No.1&2 shall inform the plaintiff about the details of licensee such as their names and address in advance and defendant No.1&2 undertake to provide a copy of leave and license agreement by them to the plaintiff.
8. It is agreed that if the defendants commit breach of this consent term they shall vacate and hand over the possession of the suit premises to the plaintiff.
9. That in view of the aforesaid undertaking the parties withdraws all their grievances against each other of whatsoever nature and suit be decreed in view of this consent term.
10. Consent terms to form part of decree and accordingly suit be disposed of.
11. All The application pending before Hon'ble court is hereby stand withdrawn and/or stand disposed as not pressed by the respective parties in view the terms of the present consent terms.

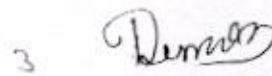
Dated this 8th day of September 2025.


Advocate for Plaintiff


Advocate for Defendant

* Pushpa. K. Punjab,
Plaintiff

1. 
2. 
Defendants

3. 

4. 



100Rs.



Date: 28 SEP 2004
L.S.V. No. L/76

Proctor Officer

श्रीमती. ममा विजय गोविंद मोगर,
परवानाधारक मुद्रांक विभाग,
बागडीवाला चाळ, गिरनार विठ्ठल मठ,
मेन कस्तुरबा रोड, बोरीवली (पूर्व),
मुंबई - 400 066.
हॉल नं. 4509 टिनांक
हॉल नं. 1/श्री/श्रीगती HADHAD
2. न्यायिक न्याय
वेपर. प्ला.

DEED OF RELEASE

28 SEP 2004

J. MISTRY



THIS INDENTURE made this 28th day of September.

BETWEEN (1) Mrs. Maniben Jethabhai Mistry, widow of late Mr. Jethabhai Haribhai Mistry, (2) Mr. Dilip Jethabhai Mistry, (3) Mr. Oudhavji Jethabhai Mistry, (4) Mr. Kanubhai Jethabhai Mistry, and (5) Mr. Hasmukhbhai Jethabhai Mistry, all sons of late Mr. Jethabhai Haribhai Mistry, all Adult Indian Inhabitant of Mumbai, hereinafter called "the RELEASORS" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include their heirs, executors, administrators and representatives) of the One Part AND (1) Mr. Harshadbhai Jethabhai Mistry, Adult Indian Inhabitant of Mumbai, residing at Room No. 15, Parsi Ni Chawl, Cartar Road No. 8, Borivli East, Mumbai - 400, hereinafter referred to as "the RELEASEE" (which expression shall, unless it be repugnant to the context or meaning thereof, be

Harshadbhai Jethabhai Mistry

श्रीमती. ममा विजय गोविंद मोगर
परवानाधारक मुद्रांक विभाग
बागडीवाला चाळ, गिरनार विठ्ठल मठ
मेन कस्तुरबा रोड, बोरीवली (पूर्व)
मुंबई - 400 066

True copy.
Self Indenture.

100Rs.



Date... 17 SEP 2004
L.S.V. No...

L/76

Officer

श्रीमती सुभा विजय गोपाल भागर,
परवानाधारी मुद्रांक विनिर्देश
बंगलौरवाला धाक, भिरनार पट्टाचक्र गावे,
पेन कस्तुरबा रोड, बोरीवली (पूर्व),
मुंबई - 400 066.
टेलि. 6942646 / 66991004
क्रमांक 4510 दिनांक 28 SEP 2004
सर्वश्री / श्री. / श्रीमती HARSHAD J. MISTRY
सा. स्वाधिकार मुद्रांक
वेधर 1. प्ला.

28 SEP 2004

J. MISTRY

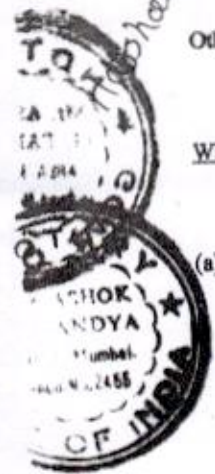
28 SEP 2004

deemed to include his heirs, executors, administrators and representatives) of the

Other Part.

WHEREAS :

(a) Room No.11, admeasuring approximately 180 sq.ft., situated in G.N.Vaghwa Chawl,(Old Parsi Chawl), Plot No.23-A, Carter Road No.8, Borivli East, Mumbai - 400066, hereinafter referred to as "the said Room", and more particularly described in the SCHEDULE hereunder written, is in the name of late Mr.Jethalal Haribhai Mistry, who was holding the said Room as a tenant of one Kausalya Gerimal Vaghwa who is the Landlady of the said G.N.Vaghwa Chawl.



1. सुभा विजय गोपाल भागर
2. परवानाधारी मुद्रांक विनिर्देश
3. बंगलौरवाला धाक, भिरनार पट्टाचक्र गावे,
पेन कस्तुरबा रोड, बोरीवली (पूर्व),
मुंबई - 400 066.

Harsheed J. Kaval

(b) The said Mr. Jethalal Haribhai Mistry died intestate in Mumbai on 07/10/1988, leaving behind his wife, Mrs. Maniben Jethabhai Mistry and five sons, viz. (1) Mr. Dilip Jethabhai Mistry, (2) Mr. Oudhavji Jethabhai Mistry, (3) Mr. Kanubhai Jethabhai Mistry, (4) Mr. Hasmukhbhai Jethabhai Mistry and (5) Harshad Jethabhai Mistry as the only heirs and legal representatives entitled to the property and asset of the deceased Mr. Jethalal Haribhai Mistry.

(c) All the sons, except the son Harshadbhai and the widow Mrs. Maniben, have acquired their own accommodation elsewhere and are staying separately with their respective family members, in Mumbai for the past several years and they have no interest of whatsoever nature in the said Room or any part thereof.

(d) The said Room has been and presently is in the exclusive possession, occupation and enjoyment of the widow Mrs. Maniben Jethabhai Mistry and his son Harshadbhai Jethabhai Mistry and the said Harshadbhai is paying the taxes and other outgoing in respect thereof.

(e) The Releasees No. 1 is the mother and Releasees No. 2 to 5 are the brothers of the Releasee.

(f) all the documents of title in relation to the said Room also still in the possession and custody of the Releasee and all outstanding and liabilities of the said Room such as monthly maintenance charges, taxes, etc. were and are still paid and satisfied by the Releasee.



① Harshad Jethabhai Mistry
② Dilip Jethabhai Mistry
③ Oudhavji Jethabhai Mistry
④ Kanubhai Jethabhai Mistry

Harshad J. Karve

(g) for reasons and considerations hereunder mentioned the Releasers have in the circumstances aforesaid and to avoid any dispute or difference in future agreed to disclaim all their right, title or interest, if any, in the said Room and execute and register a declaration in respect thereof in terms herein mentioned;

(h) such declaration is also necessary and/or expedient so as to safeguard the future interest of the Releasee and his legal representatives after his death and to remove the possibility of all doubts, disputes and differences on the question of title of the Releasee in, to, upon and concerning the said Room and with a view to enabling the Releasee to enjoy better and deal with the same in any manner which they may deem fit and proper without any concurrence of the Releasers or any impediment whatsoever by the heirs, executors, administrators and representatives of the Releasers after their death;

NOW THIS INDENTURE WITNESSETH that in the circumstances hereinbefore stated and for good reasons and considerations as aforesaid it is hereby agreed and declared by and between the parties as follows:

1. The Releasers do and each of them doth hereby and hereunder agree, declare and confirm that the Releasee was at all times and is also at present the sole beneficial owner in possession and the real tenant of the said Room and every part thereof and that the Releasers had not nor at present have any right, title or interest in, to, upon or otherwise relating to the same or any portion thereof or otherwise concerning the said Room.

① मुरगडाम
② अशोक ठाकुर
③ सोनी वसुदेव
④ अशोक ठाकुर

Harshad J. Kana

2. The Releasers do and each of them doth hereby and hereunder absolutely disclaim, disown and relinquish and for ever discharge all and every such pretended right, title, interest, claim or demand or cause of action which may now or hereafter be alleged or contended or construed in their favour in respect of the said Room and otherwise relating thereto or concerning the same or any part thereof by virtue of being one of the legal heirs of the deceased tenant of the said Room

3. AND THIS INDENTURE FURTHER WITNESSETH that for the consideration hereinbefore stated the Releasers do and each of them doth hereby and hereunder acquit, release, discharge, grant, convey, transfer and assure unto and to the use of the Releasee the said Room and every part thereof absolutely and for ever in the manner hereunder indicated AND the Releasers do and each of them doth hereby covenant with the Releasee that the Releasers had not done, executed, performed nor been party or privy to any act, deed or thing whereby or where under or by reason or means whereof the said Room or any part thereof may be in any manner charged, encumbered or otherwise affected or prejudiced in title or estate or the Releasers may be hindered or prevented from transferring the tenancy of the said Room unto and to the use of the Releasee in the manner hereinbefore indicated.

4. The Releasers hereby further declare that they nor their respective heirs and legal representatives and/or any other person or persons claiming through them will claim any right, title or interest in to or upon the said Room or any part thereof at any time in future.



① ઈશ્વરજીભાઈ
 ② રમણલાલજીભાઈ
 ③ સંજીવજીભાઈ
 ④ રમણજીભાઈ

Harshad J. Kava

5. The Releasers hereby further declare that they have no object for the Releasee to get the tenancy of the said Room transferred to their joint names in the records of all concerned authorities, including the landlord/landlady, Municipal, Revenue and other government authorities, as may be necessary and the Releasers hereby record their full and irrevocable consent and no-objection for the same.

THE SCHEDULE ABOVE REFERRED TO

Tenancy of Room No.11, admeasuring approximately 180 sq.ft. or thereabouts, situated in G.N. Vaghwa Chawl (Old Parsi Chawl), Plot No.23-A, Carter Road No.8, Borivli East, Mumbai - 400066, within the registration District and Sub-District of Mumbai City and Mumbai Suburban.

IN WITNESS WHEREOF, the parties hereto have hereunto set and subscribed their respective hands on the day and year first hereinabove written.



SIGNED AND DELIVERED by the)
within named RELASORS)
(1) Mrs. Maniben Jethabhai Mistry)

(2) Mr. Dilip Jethabhai Mistry) *[Signature]*

(3) Mr. Oudhavji Jethabhai Mistry) *[Signature]*

(4) Mr. Kanubhai Jethabhai Mistry) *[Signature]*

(5) Mr. Hasmukhbhai Jethabhai Mistry) *[Signature]*

in the presence of

SIGNED AND DELIVERED by the)

within named RELEASEE)

Mr. Harshadbhai Jethabhai Mistry) Harshad J. Kavan

in the presence of ...महाराष्ट्र

WITNESSES:

1. मनीषा एडवोकेट

2. Identified by me

Identified by me.

प. ए. ए. 1104

Ranachhod B. Trivedi
Advocate High Court, Mumbai
B17, Laksh Labh CHS
Carter Road No-3,
Borivali (E),
Mumbai - 66.

Attested by me in Mumbai

1. मनीषा एडवोकेट 5/10/04

ASHOK M. PANDYA
ADVOCATE & NOTARY (GOVT. OF INDIA)
C-6, Diamond Apt., Bitties Diamond-
Chandra, L. T. Road, Worli (W),
MUMBAI 400 042



29

DATED THE 28TH DAY OF
SEPTEMBER, 2004

BETWEEN

Mrs. Maniben Jethabhai Mistry and Others
..... Releasers

AND

Mr. Harshadbhai Jethabhai Mistry
..... Releasee

DEED OF
RELEASE

M. R. NAIR, B.A., LL.B.
Advocate, High Court Mumbai,
104-A, ~~Raj~~ Ashmi Avenue,
Thakur Complex, Kandivli East,
Mumbai - 400101

Phone: 28543513/28541483
Mobile: 022-31055146
e-mail: adv_nair@vsnl.co

30

 भारत सरकार
Government of India



पुष्पा बिजोय पन्जाबी
Pushpa Bijooy Punjabi
जन्म तिथि: DOB: 27/06/1957
पंजीकृत

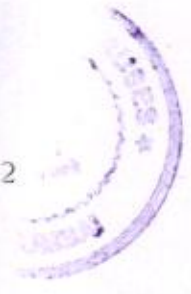


7325 9159 8736

आधार - सामान्य माणसाचा अधिकार

Pushpa K. Punjabi
8/9/25


Amit Kumar Punjabi



एकलिंगीय विशिष्ट असेसमेंट
Unique Identification Authority of India

7325 9159 8736

31



भारतीय विशिष्ट ओळख प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

पत्ता: कमल नं. ३३, पार्सी चाल नं. २, चार्टर
हाउस, २, बोरीवली पूर्व, मुंबई, महाराष्ट्र.
400066

Address: ROOM NO 11 PARSI
CHAWL NO 3, CARTER ROAD
NO 8, Borivali East, Mumbai,
Maharashtra. 400066



1947
1800 100 1947



help@uidai.gov.in



www.uidai.gov.in



P.O. Box No. 1947,
Bengaluru-560 001

आयकर विभाग
INCOME TAX DEPARTMENT
HARSHADBHAI J KAWA



भारत सरकार
GOVT. OF INDIA

JETHABHAI KAWA

21/07/1965

Permanent Account Number

EQCPK2444E

Signature



इयेंदलपुं जेठभाई कावा,

Identified by me

with
31/9/25

ADR. NIDHI SHAN for
Defendants.



32
BEFORE THE SMALL CAUSES
COURT AT BANDRA MUMBAI
RAE SUIT 52 OF 2015

PUSHPA KISHOR PUNJABI
PLAINTIFF

V
HARSHAD JETHALAL KAWA
& Ors

DEFENDENTS.

CONSENT TERMS.

08th Day OF SEPT 2015

KALPANA R TRIVEDI.
JITENDRA P. GOR
NIDHI SHAM
ADVOCATES for DEFENDENTS
A-103 LAKSH LABH CHS Ltd
KASTURBA CROSS ROAD - 3
BORIVALI (E) Mum - 66
advtrivedi10@gmail.
9892421341

IN THE COURT OF SMALL CAUSES AT MUMBAI
BANDRA BRANCH

R.A.E. SUIT NO. 52 OF 2025
(CNR Number MHSCA3-000169-2025)

BILL OF COST

				<i>Plaintiff</i>		<i>Defendant</i>	
				Rs.	Ps.	Rs.	Ps.
1	Stamp on Plaint	...	...	695	00	00	00
2	Stamp on S.V.	...	...	10	00	10	00
3	Stamp on Applications /Exhibits	...	...	20	00	00	00
4	Pleader's Fee	...	...	700	00	700	00
5	Commissioner's Fee	...	...	00	00	00	00
6	Subsistence of Witness	...	...	00	00	00	00
7	Service of Process	...	...	21	00	00	00
TOTAL				1446	00	710	00

Given under my hand and seal of the Court.
This 8th day of September, 2025



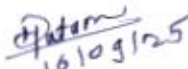

(D. P. Kasat)
Judge,
C.R.No.32 (B.B.)

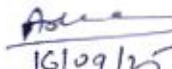
Compared by : Smt. D. N. Yatam, Judicial Clerk, C.R. No. 32

Typed by : Shri. Netaji S. Arkade, Cl-Ty, C.R. No. 32

Sign of Plaintiff Advocate, Shri. J. S. Pandey

Sign of Defendants Advocate,


16/09/25


16/09/25

