

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

APPEAL FROM ORDER NO. 787 OF 2023

M/s. Okay Estate Developers .. **Appellant**
V/s.
Mr. Khalil Ahmed M. A. Hamdulay And Others .. **Respondents**

Mr. Zaigam Rizvi for Appellant.
Mr. Muzzammil Ansari, Partner of M/s. Okay Estate Developers.
Mr. Amardev J. Uniyal a/w **Mr. Anand S. Oka** for Respondents.

CORAM : FARHAN P. DUBASH, J.

DATE : 17th APRIL 2026

P.C.:

1. Pursuant to the order dated 30th March 2026, Mr. Zaigam Rizvi, learned Counsel appears on behalf of the Appellant. He submits that Mr. Muzzammil Ansari, partner of the Appellant is also present in Court today.

2. With a view to resolve the disputes between the contesting parties, they have arrived at an understanding and arrangement which is recorded hereunder. This has been done in the presence of the parties in open court and they confirm the same.

A] The Appellant agrees and undertakes to make payment of the following amounts towards transit rent/arrears thereof rent in respect of Flat

Nos. 002, 102 and 401 to the Respondents on or before the agreed dates:

I] For Flat No. 102 to Khalil Hamdulay

- (i) Rs. 6,54,852/- on or before 20th April 2026
(being arrears of rent for 01-09-2024 till 31-08-2025)
- (ii) Rs. 5,95,320/- on or before 5th May 2026
(being arrears of rent for 01-09-2023 till 31-08-2024)
- (ii) Rs. 5,41,200/- on or before 5th June 2026
(being arrears of rent for 01-09-2022 till 31-08-2023)
- (iii) Rs. 4,92,000/- on or before 5th July 2026
(being arrears of rent for 01-09-2021 till 31-08-2022)
- (iv) Rs. 4,42,800/- on or before 5th August 2026
(being arrears of rent for 01-09-2020 till 31-08-2021)
- (vii) Rs. 3,93,600/- on or before 5th September 2026
(being arrears of rent for 01-09-2019 till 31-08-2020)
- (viii) Rs. 7,80,365/- on or before 5th October 2026
(being arrears of rent for 01-09-2025 till 31-09-2026)

II] For Flat No. 002 to Zubeida Hamdulay

- (i) Rs. 5,74,992/- on or before 20th April 2026
(being arrears of rent for 01-09-2024 till 31-08-2025)
- (ii) Rs. 5,22,720/- on or before 5th May 2026

(being arrears of rent for 01-09-2023 till 31-08-2024)

(iii) Rs. 4,75,200/- on or before 5th June 2026

(being arrears of rent for 01-09-2022 till 31-08-2023)

(iv) Rs. 4,32,000/- on or before 5th July 2026

(being arrears of rent for 01-09-2021 till 31-08-2022)

(v) Rs. 3,88,800/- on or before 5th August 2026

(being arrears of rent for 01-09-2020 till 31-08-2021)

(vii) Rs. 3,45,600/- on or before 5th September 2026

(being arrears of rent for 01-09-2019 till 31-08-2020)

(viii) Rs. 6,85,199/- on or before 5th October 2026

(being arrears of rent for 01-09-2025 till 31-09-2026)

III] For Flat No. 401 to Maaz Nazir Kazi & Rehan Nazir Kazi

(ii) Rs. 6,62,838/- on or before 20th April 2026

(being arrears of rent for 01-09-2024 till 31-08-2025)

(ii) Rs. 6,02,580/- on or before 5th May 2026

(being arrears of rent for 01-09-2023 till 31-08-2024)

(iii) Rs. 5,47,800/- on or before 5th June 2026

(being arrears of rent for 01-09-2022 till 31-08-2023)

(iv) Rs. 4,98,000/- on or before 5th July 2026

(being arrears of rent for 01-09-2021 till 31-08-2022)

- (v) Rs. 4,48,200/- on or before 5th August 2026
(being arrears of rent for 01-09-2020 till 31-08-2021)
- (vii) Rs. 3,98,400/- on or before 5th September 2026
(being arrears of rent for 01-09-2019 till 31-08-2020)
- (vi) Rs. 7,89,882/- on or before 5th October 2026
(being arrears of rent for 01-09-2025 till 31-09-2026)

B] The Appellant agrees and undertakes that he shall strictly adhere to the aforesaid timelines and not make any default in the aforesaid payments on the due dates mentioned above.

C] Under clause 28 of the Development Agreement dated 6th March 2020, the Appellant was otherwise contractually required to make payment of penalty at the agreed rate of Rs. 10,000/- per month if they fail to complete the project and hand over possession of the flats within a period of 36 + 12 months to the members of the Society including *inter alia* the Respondents. Notwithstanding the fact that the Appellant has delayed the completion of the project and is therefore liable to make payment of the penalty amount to the Respondents, as part of the understanding and arrangement that has been arrived at between them, the Respondents agree that they would not claim this amount of penalty from the Appellant

provided that the Appellant adheres to the aforementioned timelines and makes payment of the agreed amounts to them on the agreed due dates set out above.

D] However, the parties further agree that if the Appellant defaults in making payment of any single instalment on the agreed due date, the Appellant shall then become liable to forthwith make payment of the penalty amount to the Respondents under the said clause 28. Additionally, on such default, the Appellant shall become liable to forthwith pay the entire balance amount of rent to the Respondents that may be due and payable on such date.

E] The Appellant undertakes to complete construction of project and hand over possession of the respective flats to the Respondents, as expeditiously as possible and in any event, on or before 1st February 2027. Till then, the Appellant agrees and undertakes to continue making payment of the monthly rent @ Rs. 161.05 per sq. ft. for the period after 1st October 2026.

F] The Appellant further agrees and undertakes to execute the requisite PAAA with the Respondents in respect of their flats and as per the

terms and conditions of the said Development Agreement. This shall be done prior to handing over of possession of the said flats to the Respondents.

3. Place the matter on **20th April 2026** for compliance.

(FARHAN P. DUBASH, J.)

Shubham Gadhavepatil