

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

SUIT (L) NO. 17674 OF 2021

1. Mohd Shahnawaz)
Mohd Shahzad Ansari)
2. Mr. Mohammad Shadab)
Mohammad Shazad Ansari)
3. Mohammad Shamshad)
Mohammad Shazad Ansari)
4. Mohammed Shahbaz)
Mohammad Shahzad Ansari)
5. Ansari Yasir Arafat)
Plaintiff Nos. 1 to 5, All having)
Address at Cocoberry, Shop No.6)
Ground Floor, Akbar Manzil/Zainab)
Manzil, 2ndGelabhai Street,)
Madanpura, Mumbai-400008.)
6. Ansari Mohd Affan Nizamuddin)
7. Ansari Mohd Hassan Nizzamuddin)
Plaintiff Nos. 6 & 7 All having address at)
Trendy Bag, Shop No. 7, Ground Floor,)
Akbar Manzil/Zainab Manzil, 2nd Gelabhai)
Street, Madanpura, Mumbai-400008)

1

Alhan
 Alhan
 Shahnawaz
 Shadab
 Ramadani
 Hani
 Hani
 Hani

3. The Plaintiffs and the Defendant Nos. 1 to 6 have amicably settled the dispute which is the subject matter of the above suit in terms of giving permanent alternate accommodation to the Plaintiffs in lieu of the Clause 10 of PAAA and in respect of Shop No. 1 as per area measured by MHADA of actual/existing Shop No. 1.
4. The Defendants hereby agree, confirm and undertake to enter into/ execute and register Agreement of Permanent Alternate Accommodation in lieu of the existing premises more particularly shown in chart as Exhibit "1" to the present Consent Terms within 15 days from executing the Present Consent Terms. The Stamp Duty & Registration charges shall be borne by the Defendant Nos. 1 to 6.
5. The Defendant Nos. 1 to 6 hereby agree and confirm and undertake that 4 separate PAAA's shall be executed and registered with the Plaintiffs as under:-
 - i. With regard to Shop No. 1 PAAA shall be entered into/executed and registered with the Plaintiffs Nos. 9 and 10 for area admeasuring 37.84 sq. mtrs. i.e. 407.30 sq. ft.
 - ii. With regard to Shop No. 5 PAAA shall be entered into/executed and registered with the Plaintiff No. 8 for area admeasuring 35.23 sq. mtrs. i.e. 379.21 sq. ft.

7. The Defendant Nos. 1 to 6 agree, confirm and undertake to provide the Permanent Alternate Accommodation to the Plaintiffs as per the Plan of the Ground and First Floor annexed hereto as "Exhibit 2". The Defendant Nos. 1 to 6 agree, confirm to provide the revised plans with regard to the First Floor of the New Building within 6 months from the date of the Present Consent Terms and shall ensure that the same is sanctioned by the concerned authorities.
8. The Defendant Nos. 1 to 6 agree, confirm that they shall not revise/ alter/ amend the plans of the Ground and First Floor without prior written consent of the Plaintiffs.
9. The Defendant Nos. 1 to 6 agree and confirm to provide Plaintiffs their existing commercial premises in first week of January 2022 after removal of the first and second floor of the Zainab Building including accumulation of debris, in situ. The Defendants will commence the work of the redevelopment without touching existing Shop Nos. 5, 6 and 7.
10. Since period of two months approximately will be required for demolition of the portion excluding Shop No. 5, 6 and 7 and waterproof of the first floor slab i.e. roof of shop Nos. 5, 6 & 7

2

Shahmehdi

[Signature]

~~2/2~~

8

Shop No. 5, transit compensation of three months, from 14/10/2021 to 15/01/2022, the cheque issued on the name of Plaintiff No. 8 i.e. Shaikh Imran Rafique Ahmed, @ the rate of Rs. 80,000/- pm, by the Cheque No. 000211, Dated 26/10/2021 for Rs. 2,40,000/- drawn on DCB Bank Main Branch, Mumbai-

The Defendant Nos. 1 to 6 has given transit compensation for three months in advance, in respect of Shop Nos. 5, 6 and 7. The

The Defendant Nos. 1 to 6 agree to pay compensation as per the compensation agreed in the various PAAA from the date of Consent Terms till handing over the existing Shop Nos. 5, 6 & 7. The Defendant Nos. 1 to 6 agree and confirm to pay compensation of Rs. 80,000/- pm to Plaintiff No. 8 in respect of Shop No. 5 as per the PAAA dated 13th October, 2014, to the Plaintiff Nos. 1 to 5 of Rs. 95,000/- pm, in respect of Shop No.6 in respect of PAAA dated 11th September, 2014, to the Plaintiff Nos.6 to 7 of Rs. 1,00,000/-in respect of Shop No. 7 as per the PAAA dated 11th September, 2014 from the date of the Consent Terms till the handing over of the existing shop Nos. 5, 6 & 7.

- ii. **Shop No. 6**, transit compensation for three months from 14/10/2021 to 15/01/2022, the total amount of Rs. 2,85,000/- given to the Plaintiff Nos. 1,2 and 5 as follows-
- a. By the cheque issued on the name of Plaintiff No. 1 i.e. Mohd. Shahnawaz Ansari @ the rate of Rs. 95,000/- pm, by the Cheque No. 000210, Dated 26/10/2021 for Rs. 95,000/- drawn on DCB Bank Main Branch, Mumbai-400 009.
 - b. By the cheque issued on the name of Plaintiff No. 2 i.e. Mohd. Shadab Ansari @ the rate of Rs. 95,000/- pm, by the Cheque No. 000209, Dated 26/10/2021 for Rs. 95,000/- drawn on DCB Bank Main Branch, Mumbai-400 009.
 - c. By the cheque issued on the name of Plaintiff No. 5 i.e. Yasir Arafat Ansari @ the rate of Rs. 95,000/- pm, by the Cheque No. 000208, Dated 26/10/2021 for Rs. 95,000/- drawn on DCB Bank Main Branch, Mumbai-400 009.
- iii. **Shop No. 7**, transit compensation for three months from 14/10/2021 to 15/01/2022, the cheque issued on the name of Plaintiff No. 7 i.e. Hassan Nizamuddin Ansari, @ the rate of Rs. 1,00,000/- pm, by the Cheque No. 000212, Dated 26/10/2021 for Rs. 3,00,000/- drawn on DCB Bank, Main Branch, Mumbai-400 009.

9

Shaykh  ~~Shaykh~~ Mahtab

Shaykh  Shadab

~~Shaykh~~  Ramsha

~~Shaykh~~  Hani

~~Shaykh~~  Juma

~~Shaykh~~  Juma

Shop No. 1, transit compensation for six months in advance from 14/10/2021 to 16/04/2021 given by the Defendant Nos. 1 to 6, to the Plaintiff No. 9, i.e. Mohd. Shammim Ansari@ the rate of 80,000/- pm, by the Cheque No. 000214, Dated- 26/10/2021 for Rs. 4,80,000/- drawn on DCB Bank, Main Branch, Mumbai-400 009.

11. The Defendant Nos. 1 to 6 agree and confirm that they shall do all that is necessary in order to safeguard the structural stability of Shop Nos. 5, 6 and 7 of Zainab Building, the first Floor slab i.e. roof of Shop No. 5, 6 & 7, the existing structure will be retained with waterproofing i.e. the roof of Shop Nos. 5, 6 and 7.

12. The Defendant Nos. 1 to 6 agree, confirm and undertake to provide the transit compensation to the Tenant of the Shop No. 1 of Rs. 80,000 per month from the date of vacating Shop No. 1 till the Defendants Nos. 1 to 6 handover peaceful and vacant possession of the permanent alternate accommodation as per the timelines specified herein. The Defendant Nos. 1 to 6 shall pay the transit compensation in advance to the tenant of Shop No. 1 on the 22nd day of every month.

on the 22nd day of every month.

01

10

12

16. The Plaintiffs agree and undertake that they shall not obstruct in any manner the work of redevelopment of the immovable property carried out by the Defendant Nos. 1 to 6 till its completion.

17. In view of the settlement arrived as hereinabove the Plaintiffs shall withdraw Interim Application (L) No. 17675 of 2021 taken out by the Plaintiffs under Order XXXIX Rule 2A of Civil

18. In view of the aforesaid consent terms the Interim Application(L) No. 17675 of 2021 and Suit (L) No. 2401 of 2021 is disposed of.

Term.

or undue influence involved.

12

(Handwritten signatures)

Dated this 25th day of October, 2021

Identified, explained and interpreted
in Hindi to all Parties.

Dmchta

For DM Law Chambers
Advocate Dhvani Mehta
Advocate for the Plaintiffs

Shahnawaz

Mohd Shahnawaz Mohd
Shahzad Ansari
Plaintiff No. 1

Shadab

Mohd Shadab Mohd
Shazad Ansari
Plaintiff No. 2

Shamshad

Mohd Shamshad Mohd.
Shazad Ansari
Plaintiff No. 3

Shahbaz

Mohd Shahbaz
Mohd. Shahzad Ansari Ayub Kadri,
Plaintiff No. 4

Kanhere

Ms. Kalpana Kanhere
Advocate for Defendant Nos.1 to 6

M/S. ASHRAFI BUILDWELL

Ashraf Khan

Ashraf Khan
Partner

Ashrafi Buildwell
Defendant No.1

Ashraf Khan

Jamal Ashraf Anwar
Mohammed Khan
the Partner of Def No.1
Defendant no.2

Javed Moosa Teli

Javed Moosa Teli
the Partner of Def No.1
Defendant No.3

Abdul Rehman

Abdul Rehman Mohd
the Partner of Def No.1
Defendant No.4

Muhyi
Muhyi

Sh...

Ansari Yasir Arafat
Plaintiff No. 5



Mahtab Musabhir Jafri
the partner of Def. No.1
Defendant No.5

Mahtab

Mr. Ansari Mohd
Affan Nizamuddin
Plaintiff No. 6



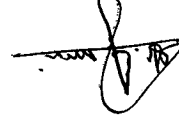
Moazzam Ali Mohd Ahmed Khan
the Partner of Def. No.1
Defendant No.6



Mr. Ansari Mohd
Hassan Nizamuddin
Plaintiff No. 7



Mr. Shaikh Imran Rafique Ahmed
Alias Mohd Imran Shaikh
Plaintiff No. 8



Mr. Mohd Shammim Ansari
Plaintiff No. 9



Mohd. Gulistan Ansari
Plaintiff No. 10



Exhibit 101

Exhibit 101

AREA TABLE

Shop No.	Building Name	Tenant's name	Existing Carpet Area as per PAA Agreement	Existing Carpet Area mention in Plaint	Existing Carpet Certified by MHADA	Allotment of total area as per Sanction Plan	Allotment total Area on Ground Floor plus First Floor
5.	Zainab Manzil	Rafiq Ahmed Azimulla	21.55 sq. mtr. = 232 sq. ft.	27.54 sq. mtr. = 296.43 sq. ft. (Page no.-7)	21.06 sq. mtr. = 226.68 sq. ft.	35.23sq. mtr = 379.21 sq ft. (Page no.- 8 of List of documents)	19.89 + 15.34 = 35.23 sq. mtr. = 214.09 + 165.11 = 379.2 sq ft.
6.	Zainab Manzil	Mohd. Shazed Ansari	24.15 sq. mtr = 260 sq. ft.	27.59 sq. mtr = 296.97 sq. ft. (Page no.- 4)	21.10 sq. mtr = 227.11 sq. ft.	33.01sq. mtr. = 355.31 sq. ft. (Page no.- 8 of List of documents)	17.48+15.53= 33.01 sq. mtr = 188.15+167.16=355.31 sq. ft.
7	Zainab Manzil	Nizamuddin Abdul	23.96 sq. mtr. = 258 sq. ft.	31.19 sq. mtr = 335.83 sq. ft. (Page no.- 5)	23.86 sq. mtr = 256.82 sq. ft.	35.98 sq. mtr = 387.28 sq. ft. (Page no.- 8 of List of documents)	19.90+16.08 = 35.98 sq. mtr = 214.20+173.08= 387.28 sq. ft.
1	Yakub Manzil	Mohd. Shamin and Mohd. Gulistan Siddiqui hassan	24.92 sq. mtr = 268.23 sq. ft.	38.22 sq. mtr = 411.45 sq. ft. (Page no.- 8)	24.92 sq. mtr = 268.23 sq. ft.	37.84 sq. mtr = 407.30 sq. ft. (Page no.- 6 of List of documents)	20.83+17.01 = 37.84 sq. mtr = 224.21+183.09= 407.30 sq. ft.

• Area mentioned in column 5 under the title "Existing Carpet area mentioned in Plaint" is Carpet Area + Common Carpet Area= Total Carpet Area.

Mahab
Kanhai
Advocate for Respondent No. 1 to 6



GROUND FLOOR PLAN SUBJECT TO APPROVAL OF M.C.G.M.

M/S. ASHRAFI BUILDWELL

Partner

PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT

~~R.~~ Mattab

AL PRODUCI

Robert M. Young



M/S. ASHRAFI BUILDWELL

Partner

PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT

17

St. Mary's

Exhibit 1e3a) (copy)
18

35F BANG DATA FORMS CTS 2010 19-06-2020

UCB Bank Limited

MUMB. MAIN OFFICE (001) Branch, MUMBAI - 400009
RTGS/NEFT/IFSC : DCBL0000001

Valid for three months from the date of issue
दिनांक
Date 2 6 1 0 2 0 2 1

Pay MOHAMMAD SHAHIM ANSARI

श-भाक-को Or Beare

नये Rupees FOUR LAKHS EIGHTY THOUSAND ONLY

अदा करें। ₹ 4,80,000/-

बिलास
A/c. No. 00121900013068

ASHRAFI BUILDWELL

Partner / Authorised Signatory

Please sign above / हुना नही प्रमाणित करें

Payable at par at any of the branches of DCB Bank

0000214 4000720201: 031122 29

Shop No :- 1

Shadab

16

19-06-2020

MUMBAI MAIN OFFICE (001) Branch, MUMBAI - 400009
RTGS/NEFT/IFSC : DCBL0000001

Date 26/06/20

Pay SHAIKH IMRAN RAFIQUE AHMED

or Bank of Baroda

₹ Rupees TWO LAKHS FORTY THOUSAND ONLY

अदा करें। ₹ 2,40,000/-

AC No. 00121900013068

ASHRAFI BUILDWELL



Partner / Authorised Signatory

Please sign above : हुनर वहाँ खत्म हो

Payable at par at any of the branches of DCB Bank

⑈000211⑈ 400072020⑈ 031122⑈ 29

Shop No: 5 

DCB BANK

DCB Bank Limited

MUMBAI MAIN OFFICE (001) Branch, MUMBAI - 400009
RTGS/NEFT/IFSC : DCBL0000001

YASIR ARAFAT ANSARI
NINETY FIVE THOUSAND ONLY

00121900013068

26102021

या धारक को Or Bearer

₹ 95,000/-

ASHRAFI BUILDWELL

Partner / Authorised Signatory

Payable at par at any of the branches of DCB Bank

⑈000208⑈ 400072020⑈ 031122⑈ 29

B BANK

DCB Bank Limited

MUMBAI MAIN OFFICE (001) Branch, MUMBAI - 400009
RTGS/NEFT/IFSC : DCBL0000001

MOHD SHADAB ANSARI
NINETY FIVE THOUSAND ONLY

00121900013068

Valid for three months from the date of issue

26102021

या धारक को Or Bearer

₹ 95,000/-

ASHRAFI BUILDWELL

Partner / Authorised Signatory

Payable at any of the branches of DCB Bank

⑈000209⑈ 400072020⑈ 031122⑈ 29

B BANK

DCB Bank Limited

MUMBAI MAIN OFFICE (001) Branch, MUMBAI - 400009
RTGS/NEFT/IFSC : DCBL0000001

MOHD SHAHNAWAZ ANSARI
NINETY FIVE THOUSAND ONLY

00121900013068

Valid for three months from the date of issue

26102021

या धारक को Or Bearer

₹ 95,000/-

ASHRAFI BUILDWELL

Partner / Authorised Signatory

Payable at any of the branches of DCB Bank

⑈000210⑈ 400072020⑈ 031122⑈ 29

Shadab A. Ansari Shop No: 6 Shahmawaz

24

MUMBAI MAIN OFFICE (001) Branch, MUMBAI - 400009
RTGS/NEFT/IFSC : DCBL0000001

दिनांक
Date 26102022

Pay HASSAN NIZAMUDDIN ANSARI

या प्राप्त को

रुपये Rupees THREE LAKHS ONLY

अदा करें। ₹ 3,00,000/-

खाना सं
A/C. No. 00121900013068

ASHRAFI BUILDWELL

Partner / Authorised Signatory

Payable at par at any of the branches of DCB Bank

Please sign above

000021211 4000720201 03112211 29

Shop No: 7



