Building No. 2.

(iii) By and under an Order dated 1st January, 2016, MCGM rejected the application of Satyawati Mestry for initiating action under Sections 33 and 38 of the Slum Act without assigning any reason.

(iv) Aggrieved by the aforesaid Order dated 1st January, 2016, Satyawati Mestry filed Appeal before Additional Collector, Encroachment/ Removal.

(v) By and under an Order dated 3rd February, 2016, Additional Collector, Encroachment/ Removal, the slum appeal was disposed off stating that Satyawati Mestry has made appeal against communication of Satyawati Mestry and MCGM and not against any order or notice and hence the same is not maintainable under Section 35 of the Slum Act.

(vi) Aggrieved by the aforesaid Order dated 3rd February, 2016, Satyawati Mestry filed a Writ Petition (Stamp) No. 8828 of 2016. We have been informed that the Writ Petition (Stamp) No. 8828 of 2016 is pending.

(cc) **Ganpat Krishna Parte (Writ Petition No. 7099 of 2016)**

(i) Premises of Ganpat Krishna Parte is reflected as residential in the Annexure II issued by the competent authority.

(ii) Aggrieved by the same, Ganpat Krishna Parte filed an Appeal dated 30th August, 2008 before MCGM for changing the premises of Ganpat Krishan Parte from residential to commercial.

(iii) By and under a Letter / Order dated 13th October, 2008 issued by MCGM, MCGM declared Ganpat Krishna Parte rejected the aforesaid Appeal dated 30th August, 2008 of Ganpat Krishna Parte.

(iv) Aggrieved by the aforesaid Letter / Order dated 13th October, 2008 passed by MCGM, Ganpat Krishna Parte preferred an Appeal before the Secretary, SRA being Appeal No. 734 of 2012.

(v) By and under an Order dated 2nd September, 2013 passed in Appeal No. 734 of 2012, the Secretary, SRA confirmed the decision of MCGM dated 13th October, 2008, for the reasons as set out therein.

(vi) Aggrieved by the aforesaid Order dated 2nd September, 2013 in Appeal No. 734 of 2012, Ganpat Krishna Parte challenged the same before the High Power Committee, Government of Maharashtra vide an Application No. 292 of 2013.

(vii) By and under an Order dated 1st August, 2015, the High Power Committee, Government of Maharashtra dismissed the Application No. 292 of 2013 for the reasons as more particularly setout therein.

(viii) Aggrieved by the aforesaid Order dated 1st August, 2015 in Application No. 292 of 2013, Ganpat Krishna Parte preferred Writ Petition No. 7099 of 2016 before the Hon'ble High Court.

(ix) By and under and Order dated 29th June, 2016 passed by the Hon'ble Bombay High Court, the Hon'ble Bombay High Court admitted Writ Petition No. 7099 of 2016 and the same is pending.

(dd) **S.C. Suit (Stamp) No. 2839 of 2016**

(i) Mewalal Hiralal Shah filed S.C. Suit No. 2839 of 2016 in the Hon'ble Bombay City Civil Court against the Developer inter-alia praying for a permanent injunction restraining the Defendants from cutting Peepal tree situated on structure of the Plaintiff and / or interfering with and / or disturbing the Plaintiff's peaceful use, occupation and possession of premises without following due process of law.

(ii) Mewalal Hiralal Shah also filed a Notice of Motion No. 1099 of 2016 in the aforesaid S. C. Suit No. 2839 of 2016 inter-alia praying for appointment of a Court Commissioner to visit the suit site and report the present status to the Court and to restrain the Defendants from cutting the Peepal tree situated on structure of the Plaintiff and from entering the structure for cutting the tree. We have been informed that the S. C. Suit No. 2839 of 2016 and the aforesaid Notice of Motion No. 1099 of 2016 are pending

and till date no interim / ad-interim reliefs have been granted to the Plaintiff.

(ee) **Writ Petition (Stamp) No. 6943 of 2016 (now Writ Petition No. 9282 of 2016)**

(i) By and under an Order dated 12th November, 2009, addressed by the Tree Authority, MCGM to the Developer, the Tree Authority (MCGM) inter-alia granted the permission to the Developer for cutting 3 (three) trees and transplanting of 1 (one) tree along with a direction to plant 6 (six) trees.

(ii) Further, aggrieved by the aforesaid Permission dated 12th November, 2009, Sudhendu Mewalal Shah filed Writ Petition (Stamp) No. 6943 of 2016 (now Writ Petition No. 9282 of 2016) inter-alia praying for quashing and setting aside the Permission/Order dated 12th November, 2009 granted by MCGM.

(iii) By and under an Order dated 15th March, 2016, the Hon'ble High Court directed that save and except the trees, the numbers of which are mentioned in the aforesaid Order dated 12th November, 2009, no other tree or trees to be cut until further orders of this Court.

(iv) By and under an Order dated 28th September, 2016 passed in the Writ Petition, the Hon'ble High Court reject the Writ Petition, for the reasons setout therein.

(v) By and under a Letter dated 22nd March, 2016 issued by MCGM to the Developer, MCGM called upon the Developer to undertake action as per aforesaid Order dated 12th November, 2009 read with the Order dated 15th March, 2016 passed in the Writ Petition No. 9282 of 2016. It appears that in this letter it is wrongly mentioned that the Writ Petition No. 9282 of 2016 has been disposed off.

(vi) Sudhendu Mewalal Shah filed a Contempt Petition (Stamp) No. 10040 of 2016 before the Hon'ble High Court wherein he alleged that the agents of the Developer again started illegally cutting the branches of the tree and inter-alia prayed (i) that the Developer be punished for contempt of court proceeding and of the aforesaid Order dated 15th March, 2016 and (ii) to

direct the Tree Authority to initiate departmental inquiry against the Officer who issued the Letter dated 22nd March, 2016 stating that Writ Petition (Stamp) No. 6943 of 2016 (now Writ Petition No. 9282 of 2016) has been disposed of. We have been informed that the Contempt Petition (Stamp) No. 10040 of 2016 is pending and till date no relief has been granted to the Petitioner therein.

4. **Structures on said Portion (as defined below)**

(a) The Developer has declared and stated that on a portion of the said Land admeasuring 1,048.90 square meters ("**the said Portion**"), there are 9 (nine) structures ("**the said Structures**") occupied by various slum dwellers / occupants ("**the said Occupants**") including few other structures which are already included in the said Scheme.

(b) By and under a Letter dated 30th January, 2015 addressed by Mr. Kaushik Kothari, Advocate on behalf of the said Occupants to the Developer, inter-alia the Developer was informed that the said Occupants are willing to accept permanent alternative accommodation in lieu of their respective said Structures, in the manner as setout therein.

(c) At the General Body Meeting of the Society held on 17th April, 2015, the members of the Society, resolved to include the said Structures as a part of the slum rehabilitation scheme submitted by them in respect of the said Land, as the same would be beneficial for their scheme.

(d) Thereafter, by letter dated Nil, addressed by the Society to the CEO, SRA, the Society informed the SRA that the occupants of the said Structures had expressed their desire to get included in the Society and that the Society has no objection to the same. By the aforesaid letter, the Society requested the CEO SRA to include the said Structures in the Annexure II for the said Land after taking a decision on the eligibility of its occupants.

(e) By and under a Letter dated 7th December, 2015 bearing No. SRA/UG/PU/KV-2309/2015/2309 addressed by the SRA to MCGM, the SRA requested MCGM to prepare Annexure II with respect to the said Portion and the said Structures,

in the manner as stated therein.

(f) By and under a Public Notice dated 6th January, 2016 bearing no. SAN/916/OD/SR, the Assistant Commissioner, N Ward, MCGM, the Assistant Engineer informed that its officials/employees/representatives would be visiting the said Land to inspect/conduct enquiry of the said Structures that were included in the slum rehabilitation scheme proposed by the Society, for the purpose of issuing Supplementary Annexure II for the said Land.

(g) By and under a separate Letter (all dated 6th January, 2016 and 11th February, 2016) addressed by the MCGM to (i) Mr. Mahendra Agle (two letters), (ii) Mohan Krishnaji Agale (iii) Kirit Bhatia, (iv) S D Kothari, (v) M/s. V M Traders, (vi) B. B. Singh, (vii) M/s. Laxmi Traders, (viii) H. M. Gondalia, occupants of the said Structures, the said occupant was informed that the CEO, SRA had approved the proposal for inclusion of the said Structures as part of the slum rehabilitation scheme submitted by the Society and called upon the occupants to submit the Annexure 3 and Annexure 4 along with all relevant documents to verify his eligibility.

(h) By and under a Letter dated 8th February, 2016 addressed by Mr. Kaushik Kothari, Advocate (on behalf of the said Occupants) to MCGM, he questioned the inclusion of the said Structures in slum rehabilitation scheme.

(i) By and under separate Letters (all dated 2nd March, 2016) addressed by the MCGM to (i) Mr. Mahendra Agle (two letters), (ii) Mohan Agale (iii) Kirit Bhatia, (iv) S D Kothari, (v) M/s. V M Traders, (vi) B. B. Singh, (vii) M/s. Laxmi Traders, (viii) H. M. Gondalia, occupants of the said Structures, they were called upon to remain present for hearing on 9th March, 2016 to give his say on the issue of inclusion of their name in the slum rehabilitation scheme submitted by the said Society.

(j) By and under a Letter dated 7th March, 2016 addressed by Mr. Kaushik Kothari, Advocate (on behalf of the said Occupants) to MCGM, he questioned the inclusion of the said Structures in slum rehabilitation scheme, in the manner stated therein.

(k) By and under letter dated 2nd March, 2016 addressed by the MCGM to the Society and the Developers, the MCGM informed that by letters dated 6th January, 2016 and 11th February, 2016 the Occupants of the said Structures were called upon to submit the Annexure 3 and Annexure 4 along with all relevant documents to verify their eligibility, but the same was not furnished by them and therefore it was not possible to include their name in the slum rehabilitation scheme of the said Society or take a decision about their eligibility. The MCGM, by the said Letter called upon the Society and the Developer to remain present for hearing on 9th March, 2016 to give their say regarding inclusion of the occupants of the said Structures in the Society's slum rehabilitation scheme and for decision regarding eligibility of such occupants.

(l) In the Minutes of Meeting held before MCGM on 23rd March, 2016 it is reflected that MCGM directed the said Occupants to provide their eligibility documents on or before 12th April, 2014

(m) By and under a Letter dated 2nd April, 2016 addressed by the Developer to the MCGM, the Developer requested the Assistant Commissioner to certify the Supplementary Annexure II in respect of the occupants of the said Structures, for reasons more particularly specified therein.

(n) By and under a Letter dated 11th April, 2016, addressed by Mr. Kaushik Kothari, Advocate for the Occupants of the said Structures to the MCGM, the said Occupant's advocate stated that the representative of the Developer was to come up with an offer for alternate accommodation, however no such offer was made to them and thus they requested the Assistant Commissioner to close the matter as they were not interested in joining the Society's slum rehabilitation scheme and also being treated as slum dwellers in the slum rehabilitation scheme being implemented on the said Land.

(o) By and under separate Letters (all dated 14th December, 2016) addressed by the MCGM to (i) Mr. Mahendra Agle (two letters), (ii) Mohan Agale (iii) Kirit Bhatia, (iv) S D Kothari, (v) M/s. V M Traders, (vi) B. B. Singh, (vii) M/s. Laxmi Traders, (viii) H. M. Gondalia, occupants of the said Structures, they were called upon to submit relevant documents in relation to their eligibility failing which MCGM shall undertake necessary steps.

(p) By and under a Letter dated 21st December, 2016 addressed by Advocate for Mr. Sunil Thakkar, one of the occupants of the said Structures to the Assistant Engineer, N Ward, MCGM, the aforesaid occupant's advocate informed the Assistant Engineer that despite being called upon by letter dated 11th April, 2016 to close the matter regarding inclusion of the said Structures in the Society's slum rehabilitation scheme, the MCGM had not closed the matter and were continuously insisting that his client furnish documents for verification of his eligibility, and that his client was not interested in submitting any papers to them.

(q) By and under a Letter dated 28th December, 2016 bearing no. CAN/38623/SI addressed by the MCGM to the SRA, MCGM inter-alia issued Annexure II with respect to the said Portion of the said Land.

(r) By and under separate Letters (all dated 3rd May, 2017) addressed by the Developers to (i) Mohan Krishnaji Agale (two letters) (ii) Mahendra Krishnaji Agale (iii) Kirit Madhavdas Bhatia (iv) Varsha Kirit Gondalia (v) Viresh Gondalia (vi) S D Kothari (vii) Vijay Kumar S Singh and Harivansh S Singh and (viii) Brijnandan Singh respectively, the Developers called upon the aforesaid Occupants join the Society's slum rehabilitation scheme, accept rent/compensation of 1,76,000/- (Rupees One Lakh and Seventy Six Thousand Only) for 11 (eleven) months and shift to temporary alternate accommodation (on their own) within 15 days from the date of receipt of the notice, as their presence was obstructing the construction work on the said Land. By the aforesaid letter, it was further informed to the Occupants, that if they fail to join the scheme by vacating, demolishing and handing over their respective structures, the same would be removed and demolished by action under section 33, 33A and 38 of the Slum Act.

(s) By and under a Letter dated 12th May, 2017 addressed by the Kaushik Kothari, Advocate for Mr. Sunil S. Thakkar (occupant of one of the said Structures) to the Developer, the Advocate of Mr. Sunil S. Thakkar, in response to the Developers aforesaid letter dated 3rd May, 2017, sought certain documents from the Developer, as more particularly set out therein.

(t) By and under a Letter dated 12th May, 2017 addressed by Mr. Kaushik Kothari, Advocate for Mr. Kirit Madhavdas Bhatia (occupant of one of the said Structures) to the Developer, the Advocate of Mr. Kirit Madhavdas Bhatia, in

response to the Developers aforesaid letter dated 3rd May, 2017, sought certain documents from the Developer, as more particularly set out therein.

(u) By and under a Letter dated 12th May, 2017 addressed by Mr. Mayur D. Sapkale, Advocate for Ms. Varsha Kirit Gondalia (occupant of one of the said Structures) to the Developer, the Advocate of Ms. Varsha Kirit Gondalia, in response to the Developers aforesaid letter dated 3rd May, 2017, sought certain documents from the Developer, as more particularly set out therein.

(v) By and under a Letter dated 12th May, 2017 addressed by Mr. Mayur D. Sapkale, Advocate for Mr. Viresh Gondalia (occupant of one of the said Structures) to the Developer, the Advocate of Mr. Viresh Gondalia, in response to the Developers aforesaid letter dated 3rd May, 2017, sought certain documents from the Developer, as more particularly set out therein.

(w) By and under a Letter dated 18th May, 2017 addressed by Mr. Sunil Kumar Karoth, Advocate for Mr. Vijaykumar Singh and Mr. Harivansh S. Singh to the Developer, the Advocate for Mr. Vijaykumar Singh and Mr. Harivansh S Singh in response to the Developers aforesaid letter dated 3rd May, 2017 *inter alia* informed the Developer that his clients were ready for redevelopment but not within the slum rehabilitation scheme and that they be allotted an area of 1260 square feet in place of their existing godown structure.

(x) By and under letter dated 18th May, 2017 addressed by the Mr. Sunil Kumar Karoth, Advocate for Mr. Vijaykumar Singh and Mr. Harivansh S Singh to the Developer, the Advocate for Mr. Vijaykumar Singh and Mr. Harivansh S Singh in response to the Developers letter dated 3rd May, 2017 stated hereinabove, *inter alia* informed the Developer that his clients were ready for redevelopment but not within the slum rehabilitation scheme and that they be allotted an area of 1200 square feet in place of their existing godown structure.

(y) By under two Letters (both dated 22nd May, 2017) addressed by Mr. Kaushik Kothari, Advocate for Mr. Mahendra Krishnaji Agale (one of the occupants of the said Structures viz structure A and B) to the Developer, the Advocate of Mr. Agale, in response to the Developers aforesaid letter dated 3rd May, 2017, called upon the developer to furnish certain documents from the Developer, as more particularly set out therein.

(z) By and under a Letter dated 20th May, 2017 and Letter dated 12th June, 2017 addressed by the Developer to the MCGM, the Developer informed the MCGM that despite several requests by the Developer to accept rent/compensation and vacate their respective structures, the Occupants had failed to vacate the same thereby causing obstruction to the construction of building on the said Land and unreasonable delay in the rehabilitation of the slum dwellers. By the aforesaid letter, the Developer requested Assistant Commissioner, N Ward, MCGM to initiate action against the Occupants under sections 33, 33A and 38 of the Slum Act.

(aa) By and under a Letter dated 9th June, 2017 addressed by Mr. Kaushik Kothari, Advocate on behalf of (i) Mr. Mohan Agale, (ii) Mr. Mahendra Agale, (iii) Mr. Kirit Bhatia, (iv) M/s. V. M. Traders, (v) M/s. H. M. Gondalia, and (vi) M/s. S. D. Kothari to the Society, it was stated that the clients of Mr. Kaushik Kothari are hutment-dwellers but are owners and occupiers of their respective Godown-Structures standing upon the land beyond the slum land of the Society. It is further stated that none of these individuals are members of the Society nor have they given their consent for being included in the slum rehabilitation scheme being implemented on the said Land.

5. **Property Tax**

(a) We have been provided with a Property Tax Bill dated 23rd April, 2016 for a period from 1st April, 2016 to 31st March, 2017 for an aggregate amount of Rs. 25,03,888/- (Rupees Twenty Five Lac Three Thousand Eight Hundred and Eighty Eight only). We have also been provided with copies of two receipt (both) dated 5th December, 2016 issued by MCGM reflecting payment of the aforesaid amount of Rs. 25,03,888/- (Rupees Twenty Five Lac Three Thousand Eight Hundred and Eighty Eight only). The Developer has declared and stated that there are no property tax dues or demands outstanding.

6. **Non-Agricultural Order**

(a) By and under a Notice dated 10th January, 2012 addressed by the office of the Collector to the said Society and the Developer it has called upon them to produce the requisite permission (if any obtained) for non-agricultural use and for construction on the said Land under the Maharashtra Land Revenue Act,

1966 ("**MLRC**") and the Rules thereunder failing which penal action under MLRC shall be initiated for unauthorized use of land.

(b) By and under an Application dated 11th June, 2013, the Developer has made the requisite application to the office of the Collector under section 14 of MLRC for use of the said Land for non-agricultural purpose. The formal order for the use of the said Land as a non-agricultural land is yet awaited from the office of the Collector. We have been informed by the Developer that till date no non-agricultural order with respect to the said Land has been issued by the Collector.

7. **Searches Conducted**

(a) **Searches at the office of the Sub-Registrar of Assurances**

(i) The searches undertaken at the office of the Sub-Registrar of Assurances with respect to the said Land reflected the instruments as listed in **Annexure "C"** hereto.

(b) **Searches at the office of the Registrar of Companies**

(i) Name of Everest Fincap Private Limited was changed to Money Magnum Nest Private Limited. A certificate of incorporation dated 6th January, 2011 was issued by the Registrar of Companies in this respect.

(ii) We have caused searches to be conducted at the office of the Registrar of Companies with respect to Money Magnum Nest Private Limited and as per the same there are no charges on the said Land and or the buildings proposed to be constructed thereon.

8. **Third Party Rights**

(a) There are allotments and pre-sales undertaken with regard to the premises to be constructed by utilisation of the free sale component comprised in the said LOI.

D. OBSERVATIONS

1. Subject to what is mentioned above, we hereby certify that the Developer has a clear and marketable title to the develop the said Land in the manner and on the terms and conditions as recorded in the said LOI being the revised Letter of Intent dated 30th March, 2017 issued by SRA in favour of the Developer under the provisions of Regulation 33(10) of the DCR and subject to the obtainment and compliance of all the approvals and sanctions for the development of the said Land obtained and/or to be obtained from the statutory authorities, and construct free sale buildings on the Free Sale Land and sell the premises therein and the development rights of the Developer to the said Land by utilization of the free sale component is clear and marketable.

SCHEDULE HEREINABOVE REFERRED TO

(Description of the said Land)

All those pieces and parcels of land or ground admeasuring 8412.20 square meters or thereabouts and comprising of (i) land admeasuring 7,363.30 square meters and bearing Old Final Plot No. 274(part), New Final Plot No. 274A(Part) of Town Planning Scheme No.– III and corresponding to C.T.S. No. 5808 (part) Village Ghatkopar-Kirol, Taluka Kurla and (ii) land admeasuring 1,048.90 square meters forming part of the existing 18.30 meters wide Jawahar Road on the North of the Final Plot No. 274A (part), lying, being and situate at Jawahar Road, Damji Compound, Patel Chowk, Ghatkopar (E), Mumbai – 400 077 and bounded as follows:

On the East by	:	Existing 9.15 meters (30 feet) wide Road known as Dr Datta Samant Marg (Station Road);
On the West by	:	Adjoining Plot bearing Final Plot No. 273A/1, Final Plot No. 273A/3, Final Plot No. 273B/1, and Final Plot No. 273B/2, partly existing Jawahar Road.
On the North by	:	Railway land and 9.15 meters wide Road.; and
On the South by	:	Existing 18.30 meters wide road known as A. S. Gawde Marg & existing Fish Market land bearing F.P. No. 274A (part).

Dated this 20th day of July, 2017

For Wadia Ghandy & Co.

Partner

ANNEXURE "A"

We have perused and examined copies of the following documents to investigate the title and the right of the Developer to develop the said Property:

1. Articles of Association dated 30th May, 1996 of Money Magnum Nest Private Limited, previously known as Everest Fincap Private Limited.

2. Memorandum of Association dated 30th May, 1996 of the Developer.

3. Letter dated 29th March, 2000 addressed by Municipal Corporation of Greater Mumbai MCGM to the SRA granting it's No Objection for the slum rehabilitation scheme.

4. Memorandum of Understanding dated 27th April, 2000 executed by and between the said Society of One Part and Siddhivinayak Construction Company ("**Siddhivinayak**") of the Other Part for the development of the said Property on the terms and conditions more particularly specified therein.

5. General Power of Attorney dated 27th April, 2000 by the said Society authorizing Siddhivinayak to do various acts, deeds, matters and things in relation to the development of the Property as more particularly set our therein.

6. Annexure II dated 19th May, 2000 issued by MCGM with regard to Plot No. 273 and 274 corresponding to CTS No. 5808 and 5809, Ghatkopar, Mumbai.

7. Resolution dated 8th March, 2001 passed by said Society.

8. Articles of Agreement dated 28th July, 2001 between Pant Nagar Municipal Market Vyapari Welfare Association of the One Part and M/s Suchita Construction Company of the Other Part.

9. Power of Attorney dated 31st July, 2001 by M/s Pant Nagar Municipal Market Vyapari Welfare Association in favour of Mr. Rajendra Singh of M/s Suchitra Construction Company.

10. Letter of Intent dated 6th July, 2002 issued by SRA to Siddhivinayak and the Society.

11. Sub Development Agreement dated 1st November, 2002 between Siddhivinayak and the Developer.

12. Power of Attorney dated 1st November, 2002 by Siddhivinayak appointing the representatives of the Developer (i) Vimal K. Shah, (ii) Kishor N. Shah and (iii) Nainesh K. Shah as constituted attorney *interalia* to either singly or jointly redevelop the said Property.

13. Commencement Certificate dated 6th February, 2003 by SRA in favour of the Developer for work upto plinth level in Rehab Building No. 1

14. Tripartite Agreement dated 20th March, 2003 executed between the Society, M/s. Siddhivinayak as Confirming Party and Everest as the Developer. Power of Attorney dated 20th March, 2003 executed by the Society appointing the representatives of

the Developer (i) Vimal K. Shah, (ii) Kishor N. Shah and (iii) Nainesh K. Shah as the constituted attorney *interalia* to either singly or jointly redevelop the said Property.

15. Letter dated 16th April, 2003 addressed by Ranjit Naik (Architect) to the Executive Engineer, SRA for taking on record the Developer as the developer in place of Siddhivinayak.

16. Letter dated 3rd September, 2003 addressed by SRA to Ranjit Naik and copied to Siddhivinayak, the Developer and the Society.

17. Development Agreement dated 9th October, 2003 between M/s Suchita Construction Company of the One Part and the Developer of the Other Part.

18. Substituted General Power of Attorney dated 9th October, 2003.

19. Supplemental Agreements dated 9th October, 2003,12th March, 2004, 17th May, 2004 executed between Suchitra Construction Company and the Developer.

20. Minutes of special body meeting dated 29th May, 2004 of Nalanda Society held in the presence of slum dwellers.

21. Letter dated 4th June, 2004 addressed by the Society to the SRA for change of developer pursuant to the meeting dated 29th May, 2004.

22. Letter dated 11th June, 2004 from Shree Siddhivinayak Construction Co. to SRA Chief Executive Officer.

23. Development Agreement dated 1st July, 2004 executed between Ghatkopar Shree Nalanda SRA Co-op. Hsg. Society Ltd. therein referred to as the owners and Neel Yog Builders Pvt. Ltd. therein referred to as the Developer.

24. Letter dated 12th July, 2004 from M/s. Neelyog Builders Pvt. Ltd to SRA Executive Engineer.

25. Letter dated 11th August, 2004 addressed by SRA to the Developer.

26. No dues letter date 6th October, 2010 addressed by Thane Bharat Sahakari Bank to Mr. Kishor Shah.

27. Minutes dated 12th December, 2004 passed by General Body Meeting of the said Society.

28. Letter dated 21st December, 2004 by ARS, SRA to the Executive Engineer, SRA enclosing the minutes of the meeting dated 12th December, 2004 of the Society.

29. The Deed of Confirmation dated 7th January, 2005 executed by the Developer bearing Serial No. 1118 of 2005

30. Consent Terms dated 30th April, 2005 executed between Society and the Developer in Short Cause Suit No. 4194 of 2004.

31. Letter dated 7th May, 2005 addressed by MCGM (Market Department) to Pantnagar BMC market Vyapari Association, Suchitra and M.N. Shah, Architect along with Annexure II.

32. Letter dated 20th September, 2007 addressed by Siddhivinayak to the Developer terminating the sub-development agreement dated 1st November, 2002 and the tri-partite agreement dated 20th March, 2003.

33. Letter dated 6th October, 2007 addressed by Suraj Swami (advocate of the Developer) to Siddhivinayak in reply to the termination letter dated 20th September, 2007.

34. Joint Development Agreement dated 23rd May, 2008 executed by and between the Developer therein referred to as the Developer and Joyce Realtors Limited therein referred to as the Co-developer.

35. Subscription Agreement dated 24th April, 2008 executed by and between Joyce Realtors Pvt. Ltd. (therein referred to as "Company") and Vimal K. Shah, Nainesh K. Shah and Kishore Nandlal Shah (therein referred to as "Promoters") and Urban Infrastructure Trustees Ltd. (therein referred to as "the Investor").

36. Shareholders Agreement dated 24th April 2008 executed by and between the promoters Urban Infrastructure Trustees Ltd. and Joyce Realtors Ltd.

37. Revised Annexure II dated 14th July, 2008 issued by SRA in respect of the said Society.

38. Letter dated 4th September, 2008 addressed by SRA to the Developer requesting payment of premium as per the Govt. Notification dated 16th April, 2008.

39. Letter of Intent dated 6th September, 2008 issued by SRA to the Developer.

40. Undertaking dated 11th September, 2008 of Mr. Kishor Shah, director of the Developer.

41. Owners Affidavit dated 17th September, 2008 for plot area by Nainesh Shah to the Executive Engineer, SRA.

42. Annexure III dated 20th September, 2008 issued by the SRA.

43. Letter dated 19th November, 2008 addressed by SRA to Hemant Parikh approving the construction with respect to the building No.1 in the transit camp.

44. Public Notice dated 26th November, 2008.issued by the said Society.

45. Minutes dated 3rd December, 2008 passed General Body Meeting.

46. Letter dated 2nd January, 2009 issued by SRA revalidating the Letter of Intent upto 5th March, 2009.

47. DP remarks dated 10th February, 2009 with respect to the said Property.

48. Letter dated 6th March, 2009 addressed by the Developer intimating the CEO, SRA of their appointment as the developer of the said Property.

49. Letter dated 16th March, 2009 issued by the SRA, revalidating the Letter of Intent upto 4th September, 2009.

50. Letter dated 23rd March, 2009 addressed by the SRA to the Developer for payment of land premium and to comply with the conditions of the Letter of Intent.

51. No Objection Certificate dated 17th April, 2009 issued by Airport Authority of India ("AAI") in favour of the Developer.

52. Letter dated 12th November, 2009 addressed by MCGM (Tree Authority) granting it's no objection to the Developer.

53. Letter dated 3rd February, 2010 addressed by the SRA to Hemant Parikh approving the construction of the Building No. 1 in the transit camp.

54. NOC dated 25th October, 2010 issued by Chief Fire Office in respect of the project.

55. Intimation of Approval (IOA) dated 26th October, 2010 issued by the SRA to the Developer with respect to Rehab Building No. 1 along with the approved Building Plans dated 26th October, 2010.

56. Report of MCGM dated 26th October, 2010 with respect to the Municipal Market.

57. Intimation of Disapproval dated 30th October, 2010 along with Approved Market Plan of the Municipal Market dated 29th October, 2010 issued in favour of M/s Suchita Constructions Company.

58. Fresh Certificate of Incorporation dated 6th January, 2011 Money Magnum Nest Private Limited

59. Letter dated 2nd June, 2011 from the Developer to the Central Railway requesting for the issuance of its no objection.

60. Letter dated 4th June, 2011 addressed by the Developer to Joyce for payment of Rs. 15,00,00,000/- (Rupees Fifteen Crore Only) towards settlement with the tenants and for utilization for the site evacuation, rehab construction, etc.

61. Commencement Certificate dated 6th June, 2011 issued by the SRA to the Developer for construction work upto plinth level with respect to Rehab Building No. 1.

62. Letter dated 10th January, 2012 addressed by the Mandal Officer (Kurla) and the Talathi Officer to the Society requesting for the NA Order.

63. Letter dated 28th March, 2012 addressed by Urban Infrastructure Venture Capital to Vimal K. Shah, Nainesh K. Shah and Kishore Nandlal Shah

64. Reply dated 28th April, 2012 addressed by Mr. Vimal K. Shah to Urban Infrastructure Trustees Ltd.

65. Minutes of general Body Meeting dated 22nd May, 2012 passed by the said Society appointing the Developer as the developer.

66. Letter dated 31st May, 2012 addressed by Urban Infrastructure Venture Capital to Vimal K. Shah, Nainesh K. Shah and Kishore Nandlal Shah for the appointment of an Justice Sujata Manohar as the sole arbitrator.

67. Certificate of registration dated 19th July, 2012 of the said Society.

(12)

68. Minutes of the Meeting dated 31st October, 2012 of SEIAA (the Government of Maharashtra) granting environmental clearance for the proposed scheme on the said Property.

69. Letter dated 31st October, 2012 addressed by Gayatri Sharma (advocate for the Developer) to Joyce.

70. Public Notice dated 15th February, 2013 in Gujrat Samachar informing the public that JRLP is the co-developer and that Urban Infrastructure Venture Capital Fund and Urban Infrastructure Trustees Ltd are 50% shareholders of JRLP and the balance 50% is held by Kishore Shah, Vimal shah and Nainesh Shah.

71. Letter dated 19th February, 2013 addressed by Siddhivinayak to Urban in response to the Public Notice issued on 15th February, 2013.

72. Arbitration Petition No.1181 of 2012 filed by Urban Infrastructure Venture Capital Fund and Urban Infrastructure Trustees Ltd. against the promoters and Joyce and Arbitration Application No. 230 of 2012 filed by Urban Infrastructure Venture Capital Fund and Urban Infrastructure Trustees Ltd. for appointment Arbitrator pursuant to Clause 20.2 of the Shareholders Agreement dated 24th April, 2008.

73. Order dated 25th April, 2013 passed in Arbitration Petition No. 1181 of 2012

74. Order dated 25th April, 2013 passed in Arbitration Application No. 230 of 2012

75. Order dated 1st November, 2012 passed in Arbitration Petition No.1181 of 2012

76. Intimation of Approval dated 6th February, 2003 bearing reference No. SRA/Eng/914/N/ML/AP issued by the SRA to the said Society for work upto the plinth level of Rehab Building No. 1

77. Letter dated 3rd February, 2010 addressed by SRA in favour of the Developer, approving the construction of the temporary transit camp building No. 1.

78. Letter dated 15th April, 2013 bearing reference No. AAI/20012/05/2013 –ARI (NOC), the office of General Manager (ATM-NOC) authorized the Regional Executive Director (W.R.) of the Airports Authority of India to issue a revised no objection certificate for height clearance.

79. Letter dated 3rd June, 2013 addressed by the AAI to the Developer granting height clearance upto 56.9 meters.

80. Letter dated 1st July, 2013 bearing reference No. SEAC-2011/C.R.94/TC-II addressed by the Government of Maharashtra granting environmental clearance for the proposed slum rehabilitation scheme to be undertaken on the said Property.

81. Letter dated 28th March, 2014 bearing reference No.BB/W/6561/NOC/GC/900/DB, the Central Railway issued its No objection.

82. DP Remarks dated 28th August, 2014 with respect of the said Property.

83. Order of High Power Committee dated 5th September, 2009 passed in Application No. 956 of 2009 directing the SRA to refund to the Developer the refund of the amount paid by it in land premium.

84. Letter dated 4th June, 2011 addressed by the Developer to Joyce.

85. Letter dated 28th March, 2012 addressed by Urban to the promoters of Urban seeking to refer disputes to arbitration.

86. Letter dated 28th April, 2012 addressed by Mr. Vimal Shah to Urban, replying to the letter dated 28th March 2012.

87. Letter dated 31st October, 2012 bearing reference No. N/2/2 addressed by the Developer to Joyce terminating the Joint Development Agreement dated 23rd May, 2008.

88. Revised letter of Intent dated 18th February, 2014 bearing reference No. SRA/Eng/537/N/ML/LOI issued by the SRA to the Developer.

89. Application dated 16th May, 2013 under section 14 of Maharashtra Land Revenue Code, 1966 by the Developer to the Collector, Mumbai Suburban District for use of the said Property for Non-Agricultural use.

90. Notice dated 27th March, 2014 bearing No. NX13569 addressed by the Assistant Assessor & Collector Ward-N under Section 162(2) of the Mumbai Municipal Corporation Act for payment of an amount of Rs.1,79,38,224/- (Rupees one crore seventy nine lakh thirty eight thousand two hundred and twenty four only) in arrears of property tax from the 1st April, 2010 upto 31st March, 2014 with respect to the said Property.

91. Public Notice dated 28th March, 2013 issued in the DNA (English) and Sakal (Hindi) newspaper.

92. Letter dated 19th April, 2014, the Developer replied to the Notice dated 27th March, 2014 issued by Assistant Assessor & Collector Ward-N.

93. Intimation of Approval dated 15th May, 2014 with respect to the Rehabilitation Building No. 2

94. The No Objection dated 7th June, 2014 issued by the Chief Fire Officer in respect of Rehab Building No 2

95. Letter dated 11th June, 2014 by SRA to Mr. Vishwas Satodia (Architect) approving the layout plans. Terms and conditions dated 6th June, 2014 referred to therein and registered under serial no. KRL1-4703-2014.

96. Commencement Certificate dated 22nd July, 2014 with respect to the Rehabilitation Building No. 2 re-endorsed on 13th April, 2017 for amended plans dated 13th April, 2017

97. Intimation of Approval dated 2nd December, 2014 with respect to the Sale Building No. 3

98. Undertaking dated 20th December, 2014 given by the Developer to SRA.

99. Letter dated 30th April, 2015 issued by Assistant Registrar (co-operative societies), SRA.

100. Undertaking-cum-Indemnity Bond dated 10th July, 2015 given by the Developer to MCGM.

101. Undertaking dated 23rd July, 2015 bearing registration no. KRL1-7911-2015 given by the Developer to SRA

102. Undertaking dated 24th July, 2015 given by the Developer to SRA

103. Certified copy of Commencement Certificate dated 24th July, 2015 with respect to the Sale Building No. 3, re-endorsed on 17th April, 2017 for amended plans sanctioned on 17th April, 2017

104. Letter dated 29th June, 2015 issued by Assistant Registrar (co-operative societies), SRA.

105. Commencement Certificate dated 24th July, 2015 for the Free Sale Building 3

106. NOC dated 3rd August, 2015 addressed by Airport Authority of India to the Developer

107. Letter dated 2nd September, 2015 addressed by Joint Registrar, Co-operative Societies (Eastern& Western Suburb), SRA to Deputy collector, SRA.

108. Declaration-cum-Undertaking dated 6th October, 2015 of the Developer.

109. Letter dated 21st October, 2015 addressed by MCGM

Letter dated 7thDecember, 2015 addressed by SRA to Assistant Commission, N-Ward, MCGM.

110. Property Tax Bill dated 2nd February, 2016 and receipt thereof dated 12th July, 2016 issued by MCGM

111. Property Tax Bill dated 23rd April, 2016and receipt thereof dated 5th December, 2016 issued by MCGM

112. Tax clearance certificate dated 30th March, 2015 and 11th December, 2015 issued by MCGM.

113. Work Contract / Tripartite Agreement dated 24th February, 2016 bearing registration no. KRL1-1986-2016 between the Developer, the Society and M/s. Supreme Fire Equipment Company.

114. Work Contract / Tripartite Agreement dated 24th February, 2016 bearing registration no. KRL1-1994-2016 between the Developer, the Society, and M/s. ThyssenKrupp Elevator (India) Private Limited.

115. Letter dated 22nd April, 2016 addressed by the Developer to SRA.

116. Letter dated 26th May, 2016 addressed by the Developer to MCGM.

117. Letter dated 6th June, 2016 of MCGM.

118. Letter dated 21st June, 2016 addressed by Asst. engineer, SRA to the Asst. Engineer (DP), MCGM requesting to arrange to take over the built up reservation of MRM.

119. Search Reports issued by Search Clerk Mr. Ashish Zaveri dated 3rd July, 2013 19th June, 2014 and 25th July, 2016

120. Occupation Certificate dated 28th March, 2016 in respect of the Rehab Building No. 1

121. ROC Inspection Report dated 13th September, 2016 issued by M/s. Robert Pavery and Associates.

122. Letter dated 22nd March, 2017 for change of name of the Developer from Everest Fincap to Money Magnum Nest Private Limited.

123. Letter dated 13th April, 2017 approving amended layout plan for the said Land.

124. Revised Occupation Certificate dated 13th April, 2017 for Rehab Building No. 1.

125. Letter dated 13th April, 2017 approving amended plans for Rehab Building No. 2 along with approved building plans.

126. Letter dated 17th April, 2017 approving amended plans for Sale Building No. 3 along with approved building plans.

127. Supplementary Annexure II dated 28th June, 2016 bearing No. CAN/38626/Zho.Su

128. Revised Letter of Intent dated 30th March, 2017

129. The following papers and proceedings in respect of Short Cause Suit No.4194 of 2004 filed by *Money Magnum Nest Private Limited against Nalanda SRA CHS Ltd. before* the Civil City Court, Bombay and annexures thereto:-
   (a) Notice of Motion No. 3833 of 2004 in Short Cause Suit No. 4194 of 2004 filed by the Developer.
   (b) Notice of Lis Pendens dated 11th October, 2004 registered under serial no. BDR-3/9731/2004 before the office of Sub- registrar of Assurances by the Developer.
   (c) Consent Terms entered into by the parties, dated 30th April, 2005 ("**Consent Decree**")
   (d) Chamber Summons No.683 of 2007 filed by Siddhivinayak for setting aside the Consent Decree.
   (e) Order dated 8th January, 2008 passed by the Hon'ble Addl. Sessions Judge.
   (f) Notice of Motion No.111 of 2008 filed by Siddhivinayak;
   (g) Order dated 17th April 2008 passed by the Hon'ble Judge Shri A.M. Tamboli.
   (h) Chamber Summons No. 171 of 2009 filed by Siddhivinayak.

130. The following papers and proceedings in respect of Appeal No. 488 of 2008 filed by M/s Shree Siddhivinayak Construction against M/s Everest Fincap Pvt. Ltd. &Ors. before the Hon'ble Bombay High Court:-
   (a) The Memo of Appeal No. 488 of 2008 filed by Siddhivinayak challenging order dated 17th April, 2008.
   (b) Civil Application No. 565 of 2008 filed by Siddhivinayak.
   (c) Order dated 20th November 2008

131. The following papers and proceedings in respect of Appeal No.196 of 2008 filed by M/s Shree Siddhivinayak Construction against M/s Everest Fincap Pvt. Ltd. *& Anr.* before the High Power committee, SRA Mantralaya:-

(a) Appeal No. 196 of 2008 filed by Siddhivinayak against the Developer and SRA.
(b) Order dated 18th July 2009 dismissing the captioned matter.

132. The following papers and proceedings in respect of Writ Petition No. 749 of 2010 M/s Shree Shidhivinayak Constructions against M/s Everest Fincap Pvt. Ltd. before In the Hon'ble Bombay High Court:-
(a) Writ Petition on 3rd March, 2010 filed by Siddhivinayak against SRA, the Developer and the said Society and annexure thereto.
(b) Notice of Motion No.105 of 2013 dated 20th February, 2013 filed by Siddhivinayak.
(c) Order dated 22nd January, 2013 passed by Hon'ble Justice Mr. Vazifdar dismissing the captioned matter.

133. The following papers and proceedings in respect of Suit No. 117 of 2014 filed by *Urban Infrastructural Venture Capital Fund and Anr. against Mr. Kishor N. Shah and Ors.:-*
(a) Suit No. 117 of 2014 filed on 25th October, 2013 by Urban against Joyce Realtors Private Limited, Mr. Kishor N. Shah, Mr. Vimal Kishor Shah, Mr. Nainesh Kishor Shah and the Developer and annexures thereto;
(b) Notice of *Lis Pendens* dated 14th November, 2013 registered with the Sub-registrar of Assurances under BDR-7/10764/2013 by Urban.

134. The following papers and proceedings in respect of Arbitration with Joyce before the Arbitral Tribunal comprising of Justice B.P Singh, Justice Ashok Agarwal and Justice F.I Rebello:
(a) Statement of Claim dated 31st May, 2013 with exhibits
(b) Application dated 23rd July, 2013 filed by the Developer with exhibits
(c) Procedural Order dated 28th August, 2013

135. The following papers and proceedings in respect of Slum Appeal No. 619 of 2011 and 620 of 2011 before the Administrator and Divisional Commissioner, Konkan Division, Mumbai:
(a) Memo of Appeal for Slum Appeal No. 619 of 2011 with exhibits
(b) Memo of Appeal for Slum Appeal No. 620 of 2011 with exhibits
(c) Common Order dated 30th August, 2011 bearing no. Appeal/Desk/Slum-618, 619 & 620/11 passed by the Administrator and Divisional Commissioner, Konkan Division, Mumbai

136. The following papers and proceedings in respect of Writ Petition No. 8638 of 2011 filed before the Hon'ble Bombay High Court:
(a) Petition ***(Incomplete)***
(b) Order dated 27th January, 2012 passed by the Hon'ble Bombay High Court

137. The following papers and proceedings in respect of Application No. 608 of 2009 filed before High Power Committee-2:
(a) Application along with all exhibits
(b) Order dated 24th September, 2009 passed by the High Power Committee-2

138. The following papers and proceedings in respect of Slum Appeal No. 973 of 2011 filed before Administrator and Divisional Commissioner, Konkan Division, Mumbai:
(a) Memo of Appeal along with all exhibits