(xiv) Mewalal Hiralal Shah filed Civil Application No. 2238 of 2016 in Writ Petition No. 7234 of 2016 praying inter-alia for a direction that the Petitioner be allowed to retain the portion of their shop (Shop No. 243/8, Annexure II at Serial No. 420, Dr. Damji Chawl, RMD Estate, Survey No. 227-B) which is outside the said Land and to direct the parties to maintain status quo till the Petitioner's application to SRA dated 28th April, 2016 (requesting that petitioners are ready and willing to surrender the portion required for construction but in the remaining portion should be allowed to carry on business) is decided on merit.

(xv) Thereafter, Mewalal Hiralal Shah filed Civil Application (Stamp) No. 23518 of 2016 for amendment to the Civil Application No. 2238 of 2016 in Writ Petition No. 7234 of 2016 for inter-alia including the prayer for condonation of delay and for recalling the Orders dated 29th June, 2016 and 8th August, 2016.

(xvi) By and under an Order dated 6th October, 2016 passed by the Hon'ble Bombay High Court in the aforesaid Civil Application No. 2238 of 2016, the Hon'ble Bombay disposed of the Civil Application No. 2238 of 2016 as withdrawn as Counsel for the Petitioners submitted that in view of the subsequent developments, nothing survives in the Civil Application and sought permission to withdraw the same and to that effect the Petitioners Counsel gave an undertaking on Farad. This undertaking was accepted. The Civil Application No. 2238 of 2016 was disposed of with liberty as prayed. We have been informed by the Developer that they do not have a copy of the writing as 'Farad' furnished to the court as referred to in this Order dated 6th October, 2016.

(xvii) By an under its Order dated 27th June, 2017, the Hon'ble Bombay High Court dismissed the Civil Application (Stamp) No. 23518 of 2016 for non-prosecution.

(xviii) We have been informed by the Developer that the structure under Slum Appeal No. 2 of 2016 has been demolished.

(u) **Mewalal Hiralal Shah (Slum Appeal No. 3 of 2016)**

(i) It appears that Mewalal Hiralal Shah filed L. C. Suit No. 5858 of 1998 in the Hon'ble Bombay City Civil Court at Bombay for declaration and damages for illegal demolition of suit premises by MCGM. We have been informed by the Developer that they do not have a copy of papers and proceedings in aforesaid L.C. Suit No. 5858 of 1998.

(ii) By and under a Common Order dated 5th February, 2008 passed by the Hon'ble Bombay City Civil Court at Bombay inter-alia in the aforesaid L. C. Suit No. 5858 of 1998, the Hon'ble Bombay City Civil Court at Bombay decreed the aforesaid L. C. Suit No. 5858 of 1998 and inter-alia directed MCGM to pay a compensation of Rs. 40,000/- (Rupees Forty Thousand only) to the Plaintiff for reconstruction of suit premises, in the manner as setout therein.

(iii) It appears that aggrieved by the aforesaid Order dated 5th February, 2008 passed in the L. C. Suit No. 5858 of 1998, MCGM filed a First Appeal No. 1298 of 2008 in the Hon'ble Bombay High Court. It appears that MCGM also filed a Civil Application No. 3276 of 2008 in the First Appeal No. 1298 of 2008. We have been informed by the Developer that they do not have a copy of papers and proceedings in aforesaid Civil Application No. 3276 of 2008 and the First Appeal No. 1298 of 2008.

(iv) It appears that by and Order dated 12th August, 2008, the Hon'ble Bombay High Court has admitted the aforesaid First Appeal No. 1298 of 2008. We have been informed that the aforesaid First Appeal No. 1298 of 2008 is pending.

(v) By and under an Order dated 9th September, 2008 passed by the Hon'ble Bombay High Court in the aforesaid Civil Application No. 3276 of 2008, the Hon'ble Bombay High Court adjourned the matter to 24th September, 2008 and ordered that in the meantime ad-interim relief granted by way of status quo to operate.

(vi) By and under an Order dated 22nd October, 2008 passed by the Hon'ble Bombay High Court in the aforesaid Civil Application No. 3276 of 2008,

the Hon'ble Bombay High Court allowed the aforesaid Civil Application in terms of prayer clause (a) thereof on a condition that the Applicant to deposit a sum of Rs. 25,000/- (Rupees Twenty Five Thousand only), in the manner as setout therein. The Civil Application No. 3276 of 2008 was accordingly disposed of.

(vii) By and under a Letter dated 5th November, 2015 addressed by MCGM to Mewalal Hiralal Shah under the provisions of Sections 33 and 38 of the Slum Act, MCGM directed Mewalal Hiralal Shah to show cause within a period of 7 days, as to why the structure occupied by him (standing on the said Land) should not be vacated by MCGM.

(viii) Thereafter, by and under an Order dated 16th December, 2015 passed by MCGM under the provisions of Section 33 and 38 of the Slum Act in the matter of Everest Fincap Pvt. Ltd. Vs. Mewalal Hiralal Shah, MCGM directed Mewalal Hiralal Shah to accept the temporary transit compensation of Rs. 13,000/- per month being paid for 11 months in advance by the Developer within a period of 14 days, failing which the structure occupied by him shall be demolished, for the reasons as setout therein.

(ix) Aggrieved by the aforesaid Order dated 16th December, 2015 passed by MCGM, Mewalal Hiralal Shah filed a Slum Appeal No. 3 of 2016 before the Additional Collector and Appellate Authority.

(x) The Additional Collector, Encroachment/ Removal, Eastern Suburb, Mumbai Suburban District vide a Common Order dated 21st March, 2015, passed in inter-alia Slum Appeal No. 3 of 2016, rejected the Slum Appeal No. 3 of 2016 and upheld the Order dated 16th December, 2015 passed by MCGM for the reasons as set out therein.

(xi) Aggrieved by the aforesaid Order dated 21st March, 2015 passed by Additional Collector, Encroachment/ Removal, Eastern Suburb, Mumbai Suburban District, Mewalal Hiralal Shah filed Writ Petition No. 7229 of 2016 before the Hon'ble High Court in Slum Appeal No. 2 of 2016.

(xii) By and under a Common Order dated 29th June, 2016 passed in inter-alia

Writ Petition No.7229 of 2016 by the Hon'ble Bombay High Court, the Hon'ble Bombay High Court disposed of the Writ Petition No.7229 of 2016 with the direction that the petitioners shall file an undertaking (on or before 5th July, 2016) in writing to the effect that the petitioners shall vacate the structures and remove the structure from the site on or before 10th August, 2016.

(xiii) By and under a Common Order dated 8th August, 2016 passed in inter-alia Writ Petition No. 7229 of 2016 by the Hon'ble Bombay High Court, the Hon'ble Bombay High Court clarified that now there is no protection to the petitioner under the Common Order dated 29th June, 2016 and the respondents are at liberty to take steps for eviction in accordance with law, for the reasons as setout therein.

(xiv) Mewalal Hiralal Shah filed Civil Application No. 2237 of 2016 in Writ Petition No. 7229 of 2016 praying inter-alia for a direction that the Petitioner be allowed to retain the portion of their shop (Shop No. 241/5, Supplementary Annexure II at Serial No. 5 Slum Plot Hut No. 420A, Dr. Damji Chawl, RMD Estate, Survey No. 227-B) which is outside the said Land and to direct the parties to maintain status quo till the Petitioner's application to SRA dated 28th April, 2016 (requesting that petitioners are ready and willing to surrender the portion required for construction but in the remaining portion should be allowed to carry on business) is decided on merit.

(xv) Thereafter, Mewalal Hiralal Shah filed Civil Application (Stamp) No. 23519 of 2016 for amendment to the Civil Application No. 2237 of 2016 in Writ Petition No. 7229 of 2016 for inter-alia including the prayer for condonation of delay and for recalling the Orders dated 29th June, 2016 and 8th August, 2016.

(xvi) By and under an Order dated 6th October, 2016 passed by the Hon'ble Bombay High Court in the aforesaid Civil Application No. 2237 of 2016, the Hon'ble Bombay disposed of the Civil Application No. 2237 of 2016 as withdrawn as Counsel for the Petitioners submitted that in view of the subsequent developments, nothing survives in the Civil Application and sough a permission to withdraw the same and to that effect the Petitioners

Counsel gave an undertaking on Farad. This undertaking was accepted. The Civil Application No. 2237 of 2016 was disposed of with liberty as prayed. We have been informed by the Developer they do not have a copy of the writing as 'Farad' furnished to the court as referred to in this Order dated 6th October, 2016.

(xvii) We have been informed by the Developer that the structure under Slum Appeal No. 3 of 2016 has been demolished.

(v) **Hasmukh Devram Vegad (Slum Appeal No. 53 of 2016)**

(i) By and under a Letter dated 10th June, 2015 addressed by MCGM to Hasmukh Devram Vegad under the provisions of Sections 33 and 38 of the Slum Act, MCGM directed Vegad Harikumar D. to show cause within a period of 7 days, as to why the structure occupied by him (standing on the said Land) should not be vacated by MCGM.

(ii) Thereafter, by and under an Order dated 26th October, 2015 passed by MCGM under the provisions of Section 33 and 38 of the Slum Act in the matter of Everest Fincap Pvt. Ltd. Vs. Vegad Harikumar D., MCGM directed Vegad Harikumar D. to accept the temporary transit compensation of Rs. 12,000/- per month being paid for 11 months in advance by the Developer within a period of 14 days, failing which the structure occupied by him shall be demolished, for the reasons as setout therein.

(iii) Aggrieved by the aforesaid Order dated 26th October, 2015, Hasmukh Devram Vegad filed Slum Appeal No. 73 of 2015 before Additional Collector, Encroachment/ Removal.

(iv) By and under an Order dated 21st November, 2015,the Additional Collector, Encroachment/ Removal, Eastern Suburb, Mumbai Suburban District partially allowed the Slum Appeal No. 73 of 2015 with an inter-alia direction to MCGM to decide Hasmukh Devram Vegad's application for inserting his name in Annexure II in place of his mother within a period of 4 weeks. Name of Hasmukh Devram Vegad has been inserted in Annexure II in place of his mother vide a Letter dated 1st September, 2016.

(v) By and under a Notice dated 24th June, 2016 issued by Assistant Commissioner, 'N' Ward and Competent Authority under Sections 33 and 38 of the Slum Act, Harikumar Devram Vegad was directed to vacate his structure within 48 hours, failing which, his structure will be demolished.

(vi) Aggrieved by the aforesaid Notice dated 24th June, 2016 issued by Assistant Commissioner, 'N' Ward and Competent Authority and Order dated 21st November, 2015 passed by Additional Collector, Encroachment/ Removal, Eastern Suburb, Mumbai Suburban District, Hasmukh Devram Vegad filed Slum Appeal No. 53 of 2016 before Additional Collector, Encroachment/ Removal. Eastern suburb, Mumbai Suburban District. We have been informed by the Developer that they have not received a copy of the Order passed by Additional Collector, Encroachment/ Removal. Eastern suburb, Mumbai Suburban District in Slum Appeal No. 53 of 2016.

(vii) We have been informed by the Developer that the structure under Slum Appeal no. 53 of 2016 has been demolished.

(w) **Writ Petition No. 2943 of 2014 filed by Palaiswamy Chettiar**

(i) A Writ Petition No. 2943 of 2014 has been filed by a slum dweller, Palaiswamy Chettiar against the Municipal Corporation, the Developer and Ors. inter-alia praying that his name be included in the Annexure II issued in respect of the said Property and that pending the hearing and final disposal of the aforesaid Writ, the Respondents including the Developer therein be restrained from evicting the Petitioner.

(ii) By and under an Order dated 13th October, 2016 passed by the Hon'ble Bombay Court in captioned Writ Petition, the Hon'ble Bombay High Court disposed of the captioned Writ Petition inter-alia in light of the fact that the Petitioner and the Respondent No. 5 (i.e. the Developer) have entered into a permanent alternate accommodation agreement.

(iii) We have been informed by the Developer that the structure held by Palaiswamy Chettiar has been demolished.

(x) **Complaint No. 15 of 2007 filed by Arvind Bhaskar Mestri before High Power Committee**

(i) One Arvind Bhaskar Mestri has filed Complaint No. 15 of 2007 before the High Power Committee in respect of the Annexure II issued in respect of the entire plot bearing CTS 5808, FP No. 274 of TPS III, Village Ghatkopar-Kirol wherein by and under an order dated 15th January, 2011, the High Power Committee has directed the Slum Rehabilitation Authority to restrict the number of eligible slum dwellers in respect of the said Property to 236. Subsequent thereto, further 5 (five) slum dwellers have proved their eligibility and accordingly the SRA has issued a revised Letter of Intent dated 18th February, 2014 for 241 eligible slum dwellers.

(ii) By and under an Order dated 31st December, 2014, the High Power Committee disposed off the Complaint No. 15 of 2007 observing that grievances of Arvind Bhaskar Mestri regarding Annexure II have been substantially addressed as setout therein.

(y) **Application of Ashadevi Ramdhani Maurya for deciding her eligibility**

(i) By and under an Application filed by Smt. Ashadevi Ramdhani Maurya in the year 2015 before the Senior Colony Officer, MCGM ('N' Ward), Ashadevi Ramdhani Maurya inter-alia prayed for calling the records and proceedings of issuance of Annexure II in respect of the said Society and for considering her eligibility as her name was not showing in the Annexure II. We have been informed by the Developer that this Application is pending with MCGM.

(ii) Further, Ashadevi Ramdhani Maurya has been provided with rent for transit accommodation by the Developer. We have been informed by the Developer that the structure held by Ashadevi Ramdhani Maurya has been demolished.

(z) **Writ Petition (Stamp) No. 2669 of 2015**

(i) By and under a Letter dated 18th August, 2015 addressed by the Developer to Nathu Ganpat Pawar, the Developer called upon Nathu

Ganpat Pawar to vacate and handover Gala No. 8 in the transit camp within 7 days from the receipt of the Letter, for the reasons as setout therein.

(ii) Aggrieved by the aforesaid Letter dated 18th August, 2015, Nathu Ganpat Pawar filed Writ Petition (Stamp) No. 2669 of 2015 praying inter alia to restrain the Developer and its representatives, from demolishing the transit camp and to appoint an independent officer to conduct investigation/inspection in respect of the construction to be carried out on the said Land.

(iii) By and under an Order dated 27th October, 2015, this Writ Petition was disposed as rejected under Rule 986 of the High Court Original Side Rules, in the manner as setout therein.

(iv) We have been informed by the Developer that Nathu Ganpat Pawar has not initiated any further proceedings pursuant to the aforesaid Order dated 27th October, 2015 passed by the Hon'ble High Court in Writ Petition (Stamp) No. 2669 of 2015.

(v) We have been informed by the Developer that the transit accommodation held by Nathu Ganpat Pawar has been surrendered by him and he has been allotted permanent alternate accommodation in Rehab Building No. 1.

(aa) **L.C. Suit No. 2593 of 2015**

(i) (1) Narendra Babulal Thakkar, (2) Harshad Babulal Thakkar, (3) Moosa Ibrahim Selot, (4) Haroon Ibrahim Selot, (5) Hussain Ibrahim Selot, (6) Aaadam Ibrahim Selot, (7) Jamila Arif Kalchara, (8) Roshan Aril Kalanta, (9) Taslim Anwar Selot, (10) Yasmin Mohammed Selot, (11) Aadam Ebrahim Selot, (12) Nanjibhai Vasram Patel, (13) Moosa Ibrahim Selot, (14) Jagdish Babulal Thakkar, (15) Haroon Ibrahim Selot, (16) Dinesh Punaji Humane and (17) Pushpa Punaji Humane, filed L.C. Suit No. 2593 of 2015 in the Hon'ble City Civil Court at Bombay against (1) MCGM and (2) Assistant Municipal Commissioner inter-alia praying for a declaration that the defendants are not entitled to demolish, damage or use force or

dispossess and or destroy the business and goodwill and brand of the plaintiff in the suit premises.

(ii) The Plaintiffs in this Suit filed a Notice of Motion praying for inter-alia an injunction restraining Defendants from dispossessing them from the suit premises.

(iii) By and under an Order dated 3rd November, 2015 passed in the aforesaid unregistered Notice of Motion in L.C. Suit No. 2593 of 2015, the Bombay City Civil Court rejected the ad-interim relief prayed for by the Plaintiffs in light of the specific bar for filing the suits of present nature under Section 42 of the Slum Act.

(iv) Aggrieved by the aforesaid Order dated 3rd November, 2015, the Plaintiffs filed Appeal from Order (Stamp) No. 30842 of 2015 in the Hon'ble Bombay High Court. The Plaintiffs also filed a Civil Application (Stamp) No. 30843 of 2015 in the Appeal from Order (Stamp) No. 30842 of 2015 inter-alia praying for permanent injunction restraining the Defendants and their representatives from demolishing the brand good will of the plaintiffs and to appoint a Court Commissioner to visit and inspect the development of the suit property.

(v) By and under an Order dated 17th November, 2015, the Hon'ble Bombay High Court dismissed the aforesaid Appeal from Order (Stamp) No. 30842 of 2015 and Civil Application (Stamp) No. 30843 of 2015 filed therein for the reasons setout therein.

(vi) Plaintiffs filed a Notice of Motion bearing No. 2413 of 2016 in L.C. Suit No. 2593 of 2015 inter-alia praying for injunction, restraining the Defendants and their representatives from any act prejudicial to the rights of the Plaintiffs and to appoint an Officer as Commissioner to visit the site to find out whether there is transit camp already constructed on the site and report the same to the Hon'ble Court.

(vii) By and under an Order dated 30th June, 2016 in Notice of Motion bearing No. 2413 of 2016 in L.C. Suit No. 2593 of 2015, the Notice of Motion No. 2413 of 2016 has been dismissed for the reasons as set out therein.

(viii) Plaintiffs filed a Notice of Motion bearing No. 2414 of 2016 in L.C. Suit No. 2593 of 2015 inter-alia praying for restraining the Defendants and their representatives from demolishing and destroying the structure occupied by the plaintiffs, pending the final disposal of the suit.

(ix) By and under an Order dated 30th June, 2016 in Notice of Motion bearing No. 2414 of 2016 in L.C. Suit No. 2593 of 2015, the Notice of Motion No. 2414 of 2016 has been dismissed for the reasons as set out therein.

(x) Manohar Ghisulal Jain and Lalit Manoharlal Jain filed a Chamber Summons bearing No. 1004 of 2016 in L.C. Suit No. 2593 of 2015 to add themselves as Plaintiffs and to carry out consequential amendments to the Plaint stating that they also hold structure in the same compound as Plaintiffs under Suit No. 2593 of 2015. This Chamber Summons No. 1004 of 2016 in L.C. Suit No. 2593 of 2015 is pending.

(xi) We have been informed by the Developer that the structures held by 1) Narendra Babulal Thakkar, 2) Harshad Babulal Thakkar, 3) Moosa Ibrahim Selot, 4) Haroon Ibrahim Selot, 5) Hussain Ibrahim Selot, 6) Aaadam Ibrahim Selot, 7) Jamila Arif Kalchara, 8) Roshan Aril Kalanta, 9) Taslim Anwar Selot, 10) Yasmin Mohammed Selot, 11) Aadam Ebrahim Selot, 12) Nanjibhai Vasram Patel, 13) Moosa Ibrahim Selot, 14) Jagdish Babulal Thakkar, 15) Haroon Ibrahim Selot, 16) Dinesh Punaji Humane and 17) Pushpa Punaji Humane have been demolished.

(bb) **Satyawati Mestry (Writ Petition (Stamp) No. 8828 of 2016)**

(i) By and under Letters dated 18th September, 2015, Satyawati Mestry requested Bharti Jadhav and Rakhi Jadhav to vacate their respective structures for the purpose of construction of Rehab Building No. 2 alleging that their structures are coming in the alignment of Rehab Building No. 2.

(ii) Thereafter, Satyawati B. Mestry filed Application dated 8th October, 2015 to MCGM requesting to initiate action against inter-alia against Bharti Jadhav and Rakhi Jadhav under Section 33 and 38 of the Slum Act alleging that their structures are coming in the alignment of Rehab

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)