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NL/DJM/10480/[illegible]/2014

REPORT ON TITLE

To

Ekta Everglade Homes Private Limited
401, Hallmark Business Plaza,
Off Western Express Highway,
Kalanagar,
Bandra (East),
Mumbai – 400051

Kind Attn: Mr. Ashok Mohnani

Dear Sir,

Re: All that piece or parcel of land bearing (i) C.T.S. No. 22A/10 of Village Goregoan admeasuring 3039.7 square meters (ii) C.T.S. No. 22A/11A of Village Goregoan admeasuring 8512.60 square metres, (iii) C.T.S. No. 22A/14 (part) of Village Goregoan admeasuring 553.20 square meters and (iv) CTS 260/1 of Village Pahadi Goregoan admeasuring 31.70 square meters totally aggregating to 12137.20 square meters of situate at Siddharth Nagar, Goregaon (W), Mumbai Suburban District ("**the said Land**") together with development rights on the said Land by utilization FSI of 45,191.32 square meters ("**said FSI**").

Our client, Ekta Everglade Homes Private Limited ("**Ekta**") has instructed us to investigate the rights of Ekta to develop the said Land by utilisation of the said FSI.

1. STEPS

For the purpose of issuing the said Title Report we have undertaken the following steps:-

(i) Caused a search to be conducted in the offices of Sub-Registrar of Assurances at Mumbai, Bandra, Goregaon, and Borivali for the last year 1965 to February, 2014. However, searches at the office of the Sub-Registrar of Assurances are subject to the availability of records and also to records being torn and mutilated.

(ii) Caused a search to be conducted in the office of the Registrar of Companies in respect of Gunashish Construction Private Limited, a company incorporated under the provisions of the Companies Act, 1956 having its office at 3rd Floor, HDIL Towers, Anant Kanekar Marg, Bandra (East), Mumbai 400 051 ("**GACPL**") and Ekta. However, searches at the office of

the Registrar of Companies are subject to the availability of records with the Ministry of Company Affairs in relation to GACPL on the date of inspection.

(iii) Perused the copy of the Property Register Card of the said Land.

(iv) Perused the copies of the deeds, documents and writing with respect to the said Larger Land (including the said Land), a list of which is hereto annexed and marked as **Annexure "A"**.

(v) Inspected the original title deeds in possession of GACPL on 20th February, 2013 and 10th March, 2014 and the original title deeds in possession of Ekta on 4th March, 2014, a list of which is hereto annexed and marked as **Annexure "B"**.

(vi) With respect to the facts, which cannot be ascertained on searches at the public records, we have relied on the Declaration of even date of Ekta.

(vii) We have been presently instructed by Ekta not to issue any public notice to invite claims and/or objections from the public with respect to the said Land.

(viii) We have perused the Development Plan Remark of the Larger Land.

(ix) We have been provided with the copy of the Title Certificates dated 4th August, 2011 19th August, 2011 and 21st September, 2011 issued by the H. J. Jain and Co, Advocates and Solicitors of GACPL.

(x) We have been furnished with Certificate dated 8th August, 2011 of M/s. Bidco Engineering Division.

2. CHAIN OF TITLE

Based on the steps undertaken by us the following is the chain of title of the said Land:-

(a) Maharashtra Housing and Area Development Authority ("**MHADA**"), a statutory corporation formed under the provisions of Maharashtra Housing and Area Development Act, 1976 is the owner of all the piece or parcel of land earlier bearing C.T.S. Nos. 260, 260/1-100, 261, 261/1-104, 264, 264/1-296, 265, 265/1-40, 267, 267/17-24, 268 (part), 268/45-86, 347, 347/1-16, 363, 363/1-56 of Village Pahadi Goregaon (West) and C.T.S. Nos. 22, 22/1-95, 23, 23/1-32, 24, 24/1-48, 27(part) of Village Goregaon, admeasuring approximately 40 (forty) acres equivalent to 1,65,805.80 square meters, situate and lying at Siddharth Nagar Goregaon (West), Taluka- Andheri, District Bombay Suburban ("**Larger Land**"). The area of the Larger Land stands revised to 1,93,599.90 square meters as per the Confirmation and Modification Deed (as defined below) dated 9th November, 2011.

(b) On the Larger Land there existed structures in occupation of 672 (six hundred and seventy two) tenants ("**the said Tenants**") of MHADA.

(c) Goregaon Siddharth Nagar Sahakari Griha Nirman Sanstha Limited, a co-operative society registered under the provisions of the Maharashtra Co-operative Housing Society Limited, 1960 bearing registration no. BOM/HSG/8110/1984 ("**the said Society**") was formed of the said Tenants.

(d) By and under Resolution dated 8th February, 1988 bearing Reference No. HSG/3381/41181/1313/K-10 of the Government of Maharashtra ("**First Government Resolution**"), the Government of Maharashtra decided to allot a portion out of the Larger Land admeasuring approximately 10 (ten) acres (i.e. about 40,467.2 square meters) to the society of the 672 (six hundred seventy-two) tenants on the Larger Land, in the manner and on the terms and conditions as stated therein. The Resolution stated that the balance of the Larger Land admeasuring approximately 30 (thirty) acres was to be utilised by MHADA for its housing scheme.

(e) By and under Letter dated 14th February, 1990 of Bombay Housing and Area Development Board (a MHADA Unit) to the said Society ("**MHADA Allotment Letter**"), MHADA issued an offer letter to allot a portion out of the Larger Land admeasuring net 10 (ten) acres (i.e about 40,462.2 square meters) and gross 13.18 acres (i.e. about 53,339 square meters) (including area for open space for recreation, internal roads), (hereinafter referred to as "**Society Portion**"), on the terms and conditions as stated therein. MHADA also recorded that the balance area out of the Larger Land admeasuring gross 28.36 acres would be developed by the MHADA for housing purposes.

(f) By and under Letter dated 9th March, 1990 bearing Reference No. 12/90 of the said Society to MHADA, the said Society requested MHADA for certain modifications in the terms and conditions of the development of the said Society Portion as stated in the MHADA Allotment Letter.

(g) By and under Letter dated 26th March, 1990 of MHADA to the said Society, MHADA informed the said Society about the acceptance of modification of certain terms and conditions as stated in the Letter dated 9th March, 1990 bearing Reference No.12/90 of the said Society to MHADA, in the manner as stated therein.

(h) By and under Letter dated 3rd September, 1990 of MHADA to the said Society, MHADA has inter-alia, granted its no-objection for development of the Society Portion, in the manner and subject to the terms and conditions as stated therein.

(i) By and under Agreement dated 23rd November, 1992 executed between the said Society, Siraj Taherali Lokhandwala (therein referred to the said Confirming Party) and Lokhandwala Estates and Development Company Limited ("**Lokhandwala**") ("**Lokhandwala Development Agreement**"), the said Society granted development rights

with respect to the Society Portion to Lokhandwala, for the consideration and in the manner and on the terms and conditions as stated therein.

(j) Subsequently, disputes arose between the said Society and Lokhandwala, due to which the said Society sought to terminate the Lokhandwala Development Agreement.

(k) In or around 23rd November, 1995, a Suit No. 4476 of 1995 was filed by Lokhandwala and Siraj Taherali Lokhandwala against the said Society ("**Lokhandwala Suit**"), *inter alia*, for a declaration that the Lokhandwala Development Agreement is valid, subsisting and binding, and to seek specific performance of the Lokhandwala Development Agreement.

(l) Lokhandwala and Siraj Taherali Lokhandwala had taken out a Notice of Motion No. 5 of 1996 in the Lokhandwala Suit to seek interim and ad-interim reliefs, as stated therein.

(m) By and under an order dated 27th September, 1996 in the abovementioned Notice of Motion No. 5 of 1996 in the Lokhandwala Suit, the Learned Single Judge of the Hon'ble Bombay High Court refused the grant of any interim reliefs and dismissed the Notice of Motion No. 5 of 1996.

(n) Lokhandwala and Siraj Lokhandwala filed an Appeal No. 1145 of 1996 against the order dated 27th September, 1996 before the Division Bench of the Hon'ble Bombay High Court. By and under an order dated 8th December, 2005 in Appeal No. 1145 of 1996, the Division Bench of the Hon'ble Bombay High Court upheld the decision of the Single Judge dated 27th September, 1996 in the Notice of Motion No. 5 of 1996.

(o) Lokhandwala and Siraj Lokhandwala filed Special Leave Petition No. 5426 of 2006 before the Hon'ble Supreme Court against the order dated 8th December, 2005 in Appeal No. 1145 of 1996 of the Division Bench of the Hon'ble Bombay High Court. The Hon'ble Supreme Court, by and under its order dated 10th April, 2006, dismissed the Special Leave Petition.

(p) By and under Development Agreement dated 18th August, 2006 executed between the said Society and GACL and registered with the office of the Sub-Registrar of Assurances under Serial No. 6161 of 2006 ("**Society Development Agreement**"), the said Society has granted development rights to GACPL for the Larger Land, for the consideration and in the manner and on the terms and conditions as stated therein.

(q) By and under an order dated 13th September, 2007 in the Lokhandwala Suit, the Hon'ble Bombay High Court placed on record consent terms executed between Lokhandwala, Siraj Lokhandwala, the said Society and GACPL ("**Consent Terms**"). GACPL was impleaded as Plaintiff No. 3 in the Lokhandwala Suit. Under the Consent Terms, the parties agreed that the Lokhandwala Development Agreement is valid, subsisting and binding; and all right, title and interest of Lokhandwala and Siraj Lokhandwala under the Lokhandwala Development Agreement was assigned to GACPL, for the consideration and

in the manner as stated therein. The Consent Terms further recorded that Society Development Agreement executed between the said society and GACPL is valid subsisting and binding and that GACPL is entitled to develop the Larger Land in the event of MHADA allotting the same to the said Society or GACPL. The Consent Terms further recorded that the said Society shall specifically perform the Lokhandwala Development Agreement and the Society Development Agreement and that the said Society shall execute all necessary documents in favour of GACPL to complete development of the Larger Land. All the original title documents in possession of Lokhandwala were handed over to GACPL and possession of the 3 (three) buildings constructed by Lokhandwala was handed over to GACPL. GACPL paid a consideration of Rs 14,51,00,000/- (Rupees fourteen crores and fifty one lakh only) to Lokhandwala.

(r) By and under Resolution dated 1st November, 2007 bearing Reference No. 6280 ("**2007 MHADA Resolution**"), MHADA approved the allotment of the Society Portion to the said Society in accordance with Resolution dated 8th February, 1988 and implementation of joint venture development on the balance of the Larger Land admeasuring 26.82 acres by the said Society, GACPL (being the developer appointed by the said Society) and MHADA, in the manner and on the terms and conditions as stated therein.

(s) By and under the Letter dated 3rd March, 2008 bearing Reference No. 1106/Pra Kra 594/Gruniba ("**2008 Government Letter**"), the Government of Maharashtra has granted its approval to the 2007 MHADA Resolution, as stated therein.

(t) By and under Joint Development Agreement dated 10th April, 2008 executed between MHADA, the said Society and GACPL ("**Tripartite Development Agreement**"), MHADA has granted development rights to GACPL for the development of the Larger Land, in the manner and on the terms and conditions as stated therein. The Tripartite Development Agreement contemplates that out of the Society Portion, 2 (two) acres would be allotted as per market value and balance 8 (eight) acres would be allotted free of cost to the said Society. It further provides that the balance area of the said Larger Land admeasuring 26.82 acres shall be jointly developed by GACPL and MHADA. GACPL shall provide MHADA its share of constructed area (in the development of the balance area of the Larger Land admeasuring 26.82 acres), which shall not be less than 1,11,488.32 square meters. Annexure "3" of the Tripartite Development Agreement states the exact calculation of built up-area to be provided to the said Society (for the said Tenants), MHADA and GACPL, as per the floor space index ("**FSI**") that is sanctioned for development of the Larger Land. As per Annexure "3" of the Tripartite Development Agreement, GACPL is entitled to utilise and develop 2,73,293.37 square meters FSI ("**GACPL FSI/Free Sale Component**") on its free sale portion as stated therein. Annexure "3" of Tripartite Development Agreement, however, stood modified subsequently, as set out below.

(u) By and under Letter dated 28th January, 2010 addressed by GACPL to the Chief Officer MHADA ("**Modification Letter**"), GACPL sought approval of MHADA for modification of

Tripartite Development Agreement to the extent of offering every tenant member/ occupant of the said Society minimum 650 square feet carpet area instead of area of 555 square feet carpet area contemplated under the Tripartite Development Agreement. By and under Letter bearing No.Dy.C.E.(W)/mb/216/2010 dated 20th February, 2010 addressed by MHADA to GACPL, MHADA expressed its approval to change proposed in Modification Letter.

(v) Accordingly, by and under Deed of Confirmation and Modification dated 9th November, 2011 executed between MHADA, the said Society and GACPL (therein referred to as the Developer) and registered with the Sub-Registrar of Assurances under Serial No.10472 of 2011 (**"Confirmation and Modification Deed"**), Tripartite Development Agreement read with Modification Letter dated 28th January, 2010 stood amended, rectified and clarified, *inter alia*, as under:

(i) The Confirmation and Modification Deed shall form part of and be read with the Tripartite Development Agreement and Modification Letter and in case of conflict between the provisions of the aforesaid, the terms of the Confirmation and Modification Deed and Modification Letter will prevail over the Tripartite Development Agreement.

(ii) Pursuant to survey and updation of the property register cards of the Larger Land, the total available area for joint development stood revised to 1,93,599.90 square meters. The description of the Larger Land under the Tripartite Development Agreement was amended to include sub-divided CTS nos. including CTS No. 260/5A and the area of the Larger Land was amended to 1,93,599.90 square meters;

(iii) As contemplated in the Modification Letter, the area of allotment to tenants/occupants of the said Society stood revised to 60.40 square meters (650 square feet) carpet area along with 117 square feet carpet area comprised in dry balcony, niche, flower bed, along with one car parking space in stilt area or in area appurtenant to building to be constructed. It has been expressly recorded that additional area of 95 square feet to be allotted to tenants/ occupants of the said Society shall be out of GACPL FSI/Free Sale Component;

(iv) On account of revision of total area of the Larger Land and due to amended Regulation 33(5) of the Development Control Regulations for Greater Mumbai (**"DCR"**) for increase in FSI in respect of land of MHADA, MHADA's share in built up area stood increased to 1,48,161.07 square meters from the earlier 1,11,488.32 square meters. Annexure "3" of the Tripartite Development Agreement was accordingly replaced with Annexure "3/4a, 4b" annexed to Confirmation and Modification Agreement;

(vi) The Agreement records that although the Confirmation and Modification Deed records the actual area of Larger Land and proposed sharing of built up area however these are subject to change.

(vii) GACPL shall obtain no objection certificate from MHADA prior to execution of lease deed of the Larger Land or portion thereto to the organization of apartment holders. It is further recorded, that GACPL is entitled to transfer the Free Sale Component in entirety or part including by way of sale of flats/units provided the share of MHADA and rehabilitation component for tenants is not adversely affected. It further permitted GACPL to enter into such deeds and writings for the aforesaid as it deem fit and MHADA shall not be a necessary signatory thereto.

(viii) It records that NOC for the occupation certificate for Free Sale Component shall not be issued by MHADA unless proportionate share of built up area is handed over to MHADA.

(ix) MHADA has permitted GACPL to avail loan for purpose of implementation of project against security of part of land earmarked for Free Sale Component.

(x) The layout annexed to the Tripartite Development Agreement stood rectified by the layout plan dated 12th August, 2011 annexed thereto. The total area of the Larger Land is reflected as 1,93,599.90 square meters and the total built up area on the Larger Land is reflected as 5,47,061.25 square meters and the built up area reflected for the said Land is 45,800 square meters for construction of one building of commercial and residential user.

(w) <u>Environment Clearance</u>

By and under Letter dated 19th July, 2010 bearing No.SEAC-2010/CR.211/TC.2 addressed by Environment Department, Government in Maharashtra to Housing Development and Infrastructure Limited ("**Environmental Clearance**"), environmental clearance has been accorded, for redevelopment (residential and commercial) of Siddharth Nagar layout under provisions of Environment Impact Assessment Notification, 2006, subject to implementation of terms and conditions contained therein. The Environmental Clearance is accorded for 38 (thirty-eight) buildings upon Larger Land. The area of Larger Land is reflected as 1,92,273.48 square meters and the total built up area is reflected as 4,48,460.46 square meters. The Environmental Clearance contemplates that the project proponent ought to apply for environmental clearance for approval of building plans and that the project proponent shall not make changes in layout plan/master plan submitted to the authority without its prior permission and shall apply for the same, before commencement of construction.

(x) Layout Plans:

(i) By and under the Layout Plan dated 19th May, 2009 approved by MHADA and sanctioned by Municipal Corporation of Greater Mumbai ("**First Sanctioned Layout Plan**"), the layout of the Larger Land has been sanctioned in the following manner:-

Party	Built up Area (square meters)	Plot Nos
MHADA	85,750	R1, R2, R3, R4, R5
said Society	36,427.92	R9
GACPL	1,91,389.80	R6, R7, R8, R9, R10, R11, R12, R13

The Layout Plan reflects that Plot No. R6 admeasures 8217.15 square meters and contemplates construction of 1(one) commercial building consisting of stilt plus 6 (six) storeys by utilisation of 9670.78 square meters of built up area for commercial use.

(ii) By and under the Layout Plan dated 8th October, 2010 approved by MHADA ("**Second Sanctioned Layout Plan**"), the layout of the Larger Land was amended by MHADA in the following manner:-

Party	Built up Area (square meters)	Plot Nos.
MHADA	1,13,970	R1, R2, R3, R4, R5, R12 ("**MHADA Component**")
said Society	43,775	R9 ("**Society Component**")
GACPL	2,08,365	R6, R7, R8, R10, R11, R13 ("**Free Sale Portion**")

The Second Sanctioned Plan contemplates construction of 1 (one) residential building of basement, shops, 3 podiums, E-D and 36 (thirty six) storeys, by utilisation of 42,500 square meters on Plot No. R6, out of which 37,442.49 square meters for L.I.G./M.I.G., 1500 square meters and 3557.51 square meters for commercial. However, sanction of the Municipal Corporation of Greater Mumbai ("**MCGM**") on the Second Sanctioned Plan has not been procured.

(y) By and under the Layout Plan dated 15th September, 2011 approved by MCGM and MHADA ("**Third Sanctioned Layout Plan**"), the layout of the Larger Land was amended by MHADA in the following manner:

Party	Built up Area (square meters)	Plot Nos.
MHADA	1,13,970	R1, R2, R3, R4, R5, R12 ("**MHADA Component**")
said Society	43,755	R9 ("**Society Component**")
GACPL	2,08,365.00	R6, R-7/A, R7/B-1, R7/B-2,R7/B-3, R8, R10, R11, R13 ("**Free Sale Portion**")

The Third Sanctioned Layout Plan reflects the total area of the Larger Land as 1,93,599.90 square meters and contemplates construction of 1 (one) commercial/ residential building consisting of basement, shop, three podiums, E-D and 36 (thirty six) storeys, by utilisation of 42,500 square meters of built up area on the said Land. Out of the total built up area, an area of 37,442.49 square meters is to be utilised for L.I.G./M.I.G., 1500 square meters for H.I.G. and balance of 3557.51 square meters for commercial user on Plot R-6. The Third Sanctioned Layout Plan contemplates recreation ground area of 1050 square meters on Plot No. R-6.

(z) By and under Layout Plan dated 20th September, 2012 approved by MHADA ("**Fourth Sanctioned Layout Plan**"), the layout of the Larger Land was amended by MHADA in the manner as stated therein. The total area of Larger Land is 1,93,599.90 square meters. The total built up area has increased to 4,20,816.35 square meters. The same contemplates construction of one commercial/ residential building consisting of basement, shops, three podiums, E-D and 36 (thirty-six) storeys, by utilisation of 45,800 square meters of built up area on Plot No. R6. Out of the total built up area, an area of 40,925.15 square meters is to be utilised for L.I.G./M.I.G., 1695 square meters for H.I.G. and balance of 3179.85 square meters for commercial user. The same contemplates a recreation ground area of 1050 square meters on the said Land. However, sanction of MCGM on the Fourth Sanctioned Plan is yet to be procured.

(aa) By and under Letter bearing No. EE/HGD/MB/2249/ 2013 dated 1st June, 2013 addressed by MHADA to MCGM ("**Fifth Sanctioned Layout Plan**"), the layout of the Larger Land was amended to *inter alia* reshape DP RG and to increase width of layout roads from 9 meters to 13.40 meters. However, sanction of MCGM on the Fourth Sanctioned Plan is yet to be procured.

(bb) **Building Plan**- By and under Letter dated 4th March, 2013, bearing No. CHE / 291 / BP (WS) / AP /Govt, MCGM sanctioned construction of a building of basement, ground to 36

storeys having built up area of 45,191.32 square meters along with Fungible FSI of 15,462.27 square meters ("**said Fungible FSI**"), aggregating to 60,653.59 square meters.

(z) Approval of the Technical Committee for High Rise Buildings, MCGM

By and under Letter dated 26th February, 2013 bearing No.CHE/HRB-362/DPWS addressed by Chief Engineer (Development Plan) Municipal Corporation of Greater Mumbai to Mr. Chandan Kelekar of M/s. Space Moulders, Architects, the Committee has accepted proposal for proposed high rise building upon said Land comprising of wings A, B, and C with basement, plus ground floor consisting of shop (part) and stilt (part), plus first to third level podium, plus 1st to 36th upper floors with total height of 131.25 meters from general ground level upto terrace level subject to terms and conditions contained therein, including No Objection Certificate of Civil Aviation Authority. We have not perused plan annexed to the Letter dated 26th February, 2013.

(aa) Amalgamation and Sub-Division Orders

(i) By and under four separate orders passed by the Collector, Mumbai Suburban District dated 1st June, 2009, 1st June, 2009, 18th May, 2010 and 18th May, 2010, the office of the Collector has amalgamated and sub-divided the Larger Land. Pursuant to the orders, *inter alia* the area and the identification of the Larger Land is changed from the earlier CTS Numbers (as recorded in the Tripartite Development Agreement) to new CTS Nos. 260/1 to 19 admeasuring 1,33,566 square meters and CTS Nos. 22A/1 to 22A/15 admeasuring 55,702.40 square meters, thereby aggregating to 1,89,268.40 square meters. CTS No. 18A admeasuring 4331.50 square meters was subdivided into 18A/1 admeasuring 3957.20 square meters and 18A/2 admeasuring 374.30 square meters.

(ii) By and under order bearing reference No. 2457 dated 18th May, 2010 passed by the Office of the Collector, Mumbai Suburban District under provisions of the Maharashtra Land Revenue Code, 1966, *inter alia*:

(a) Several parcels of lands bearing CTS Nos. as set out therein and admeasuring 1,30,215.1 square meters (area confirmed after survey) were included in CTS No.260;

(b) CTS No.260 was sub divided and Plot No. R8 admeasuring 17,460 square meters was accorded CTS No.260/5 and actual area as per CTS boundary was recorded as 17,170.90 square meters;

(c) Upon inclusion of area of nala admeasuring 477.70 square meters, final area of CTS No.260/5 was recorded as 17,647.80 square meters.

(aa) Further upon Application dated 21st April 2010 made by Chief Officer MHADA for inter alia demarcation of boundary and issuance of separate Property Register Cards for area assigned as road set back land bearing CTS No.260/5 was subdivided into

(a) CTS No.260/5B – for land admeasuring 1893 square meters for area assigned to road set back and

(b) CTS No.260/5A- for balance area admeasuring 17,456.50 square meters being the said Land

(bb) MHADA No Objection Certificate

By and under Letter dated 26th July 2011 bearing Reference No. LA/A/4072/2011, MHADA has permitted GACPL to sell the Free Sale Component under the Tripartite Development Agreement

(cc) Society No Objection Certificate

By and under its Resolution dated 30th July, 2011, the said Society has confirmed that GACPL may transfer the Free Sale Component under the Tripartite Development Agreement and Society Development Agreement.

(dd) Development Agreements

(i) By and under a Development Agreement dated 11th August, 2011 executed between GACPL and Ekta ("**First Development Agreement**") and registered with the office of the Sub Registrar of Assurances under Serial No. 7837 of 2011, GACPL has granted, allowed, permitted and confirmed unto Ekta, full, free, unrestricted, uninterrupted, irrevocable and exclusive development rights on portion of the said Land bearing CTS No. 22A/11A(part) of Village Goregaon admeasuring 7289.92 square meters, CTS No. 260/1 of Village Pahadi admeasuring 31.7 square meters aggregating to 7321.62 square meters (which is a part of the Free Sale Portion of the Larger Land) by utilisation and exploitation of 26,500 square meters of Municipal FSI arising out of the Free Sale Portion, for a total consideration of Rs.1,66,00,00,000/- (One Hundred and Fifty Six Crore only), in the manner as stated therein. We have been informed that a total consideration of Rs. 155,52,00,000/- (Rupees one hundred fifty-five crores fifty-two lakh only) has been paid to GACPL under the First Development Agreement and a balance consideration of Rs. 48,00,000/- (Rupees forty eight lakhs only) remains payable to GACPL.

(ii) By and under a Development Agreement dated 11th August, 2011 executed between GACPL and Ekta (**"Second Development Agreement"**) and registered with the office of the Sub-Registrar of Assurances under Serial No. 8291 of 2011, GACPL has granted, allowed, permitted and confirmed unto Ekta, full, free, unrestricted, uninterrupted, irrevocable and exclusive development rights on portion of the said Land bearing CTS No. 22A/11A(part) of Village Goregaon admeasuring 1222.68 square meters, CTS No. 22A/10 of Village Goregaon admeasuring 3039.70 square meters and CTS No.22A/14(part) of Village Goregaon admeasuring 553.20 square meters, totally aggregating to 4815.58 square meters (which is a part of the Free Sale Portion of the Larger Land) by utilisation and exploitation of 16,000 square meters of Municipal FSI arising out of the Free Sale Portion, for a total consideration of Rs. 1,25,00,00,000/- (One Hundred and Twenty Crore only), in the manner as stated therein. One of the conditions for the payment of the said total consideration is that GACPL shall cause the removal of the existing underground water tank and external water tank on the aforesaid portion of the said Land. We have been informed that a total consideration of Rs.123,82,00,000/- (Rupees one hundred twenty-three crore eighty-two lakhs only) has been paid to GACPL under the Second Development Agreement and a balance consideration of Rs.1,18,00 000/- (Rupees one crore eighty lakh only) remains payable to GACPL.

(iii) By and under a Development Agreement dated 7th February, 2013 executed between GACPL and Ekta (**"Third Development Agreement"**) and registered with the office of the Sub-Registrar of Assurances under Serial No. 1199 of 2013, GACPL has granted, allowed, permitted and confirmed unto Ekta, full, free, unrestricted, uninterrupted, irrevocable and exclusive development rights on the said Land (which is a part of the Free Sale Portion of the Larger Land) by utilisation and exploitation of 2691.32 square meters of Municipal FSI arising out of the Free Sale Portion, for a total consideration of Rs. 21,19,00,000/- (Rupees Twenty One Crore Nineteen Lac only), in the manner as stated therein. The total consideration of Rs. 21,19,00,000/- (Rupees Twenty One Crore Nineteen Lac only) has been paid by Ekta to GACPL.

(iv) By and under Power of Attorney dated 7th February, 2013 and registered with the Sub-Registrar of Assurances at serial no. 1200 of 2013, GACPL has granted powers to Ekta in respect of the said Land, to facilitate the exercise of development rights as stated in the First Development Agreement, Second Development Agreement and Third Development Agreement, in the manner as stated therein.

(v) By and under a letter dated February 3, 2012 addressed by GACPL to Ekta, it has been recorded that Ekta shall be entitled to consume and utilize fungible FSI in the manner and subject to the terms and conditions as stated therein.

Hence, pursuant to the First Development Agreement, Second Development Agreement, Third Development Agreement, letter dated 3rd February, 2012 and the

said Power of Attorney, GACPL has granted, allowed, permitted and conferred unto Ekta full, free, uninterrupted, irrevocable and exclusive development rights on the said Land which is a part of the Free Sale Portion of the Larger Land by utilization and exploitation of 45 by 33 of Municipal FSI arising out of the Free Sale Portion as well as fungible FSI.

(ee) Possession Letters

By and under two separate letters dated 11th August, 2011 addressed by GACPL to Ekta, GACPL has confirmed that on the date thereof, GACPL has handed over quiet, vacant and peaceful possession of the said Land.

3. USER

(i) As per the Development Plan Remark dated 30th May, 2009 issued for the Larger Land by MCGM, the Larger Land is situated in a residential zone. There are various reservations and designations on the Larger Land as stated therein. It further states that since the same forms part of Maharashtra Housing Board layout, the development thereof shall be as per the terms and conditions of the approved layout.

(ii) We have not been provided a latest copy of the Development Plan Remark for the said Land.

4. PROPERTY REGISTER CARD

(i) The Property Register Cards with respect to the Larger Land furnish the details as set out in Annexure "C" hereto.

(ii) As per the Property Register Card for CTS No. 22A/10, the same admeasures 3039.7 square meters. As per the Property Register Card for CTS No. 22A/11/A, the same admeasures 8512.6 square meters. As per the Property Register Card for CTS No. 22A/14, the same admeasures 1403.6 square meters. As per the Property Register Card for CTS No. 260/1, the same admeasures 31.7 square meters. MHADA is reflected as the owner of CTS No. 22A/10, CTS No. 22A/11/A, CTS No. 22A/14 and CTS No. 260/1.

5. LITIGATIONS

(A) Writ Petition No. 1478 of 2009 (Writ Petition (L) 924 of 2009)

Brief Summary:

This Writ Petition was filed by one, Laxman Khandu Waghe and 152 others, being members of the said Society against inter alia, GACPL, MHADA and GACPL. The Writ Petition was filed challenging the redevelopment of the Larger Land being undertaken by

GACPL and the said Society under the Society Development Agreement, inter-alia on the grounds that (i) Society Development Agreement and Consent Terms (as referred to in sub-clause q above) were entered into without seeking the consent of the members of the said Society; and that the consents of the members were fabricated and MHADA had not taken any cognizance or held any inquiry despite various representations made against the actions of GACPL and the said Society (ii) 2007 MHADA Resolution and the 2008 Government Letter were executed without any scrutiny or application of mind (ii) The "Siddharth Nagar Sanrakshan Samitee" was formed by some of the Petitioners which addressed a letter dated 18th January, 2008 to the Registrar of Co-operative Societies alleging illegalities committed by managing committee of the said Society. The petitioners alleged that on realizing the fraud committed in respect of the consent letters, many petitioners withdrew their consent by executing various affidavits. The Siddharth Nagar Sanrakshan Samitee made a representation dated 22nd October,2008 to the Chief Officer of MHADA pointing out the alleged illegalities and fabrication of consent letters. The petitioners inter alia prayed that the 2007 MHADA Resolution, the 2008 Government Letter, the Tripartite Development Agreement, the development permission dated 10th May,2009 be stayed and struck down as bad in law. The petitioners also prayed for an order restraining GACPL, MHADA and the said Society from constructing any structure or taking any steps in relation to the abovementioned Tripartite Development Agreement, the development permission dated 10th April, 2009 and/or for the creation of any third party rights.

Status:

(i) The said Writ Petition was withdrawn and the same is recorded in the order of the Hon'ble Bombay High Court dated 1st February, 2010

(ii) Subsequently, (i) Notice of Motion No. 532 of 2010 by Mrs. Cruznary Susai Chettiyar and thirteen others, (ii) Notice of Motion No. 547 of 2010 by Mrs. Neeta Bipin Patel and three others, (iii) Notice of Motion No. 548 of 2010 by Ashish Sonmat Sawant and forty others, were filed in the captioned Writ Petition before the Hon'ble Bombay High Court, for restoration of the captioned Writ Petition;

(iii) By and under order dated 10th February, 2011, the Hon'ble Bombay High Court disposed of the captioned Writ Petition (together with Notice of Motion No. 532 of 2010, Notice of Motion No. 547 of 2010 and Notice of Motion No. 548 of 2010) along with Writ Petition No 433 of 2011 (Writ Petition (L) no. 851 of 2010) and Writ Petition No. 493 of 2011, on merits, upholding the redevelopment of the Larger Land being undertaken by GACPL, the said Society and MHADA. The Hon'ble Bombay High Court held that (i) GACPL was providing a built up area of 10 acres (650 square feet per member) instead of land area of 10 acres (net). The same was justifiable as the same has been agreed by the said Society under the Tripartite Development Agreement and GACPL was also required to recover his

costs and investment in the project (iii) the offer of increase in area of permanent alternate accommodation to the members of the said Society from 556 square feet to 650 square feet carpet area, was justifiable in view of a statement made by GACPL that enhanced area was being provided by GACPL from the FSI entitlement of GACPL and not that of MHADA, (iii) the agreement dated 4th January, 2010 for project management by GACPL to Housing and Development Infrastructure Limited ("HDIL"), was cancelled on 26th July, 2010 and therefore the same ground ceased to have any relevance (iv) the Hon'ble High Court in the course of hearing of Writ Petition No. 1478 of 2009 had called upon the High Powered Committee to verify whether 70% consent of members of the said Society had been obtained for redevelopment of the Larger Land. The Court recorded that the High Powered Committee had reported to the Hon'ble High Court that the such requirement has been met, and therefore, once consents are given, subsequently the members cannot revoke the same and cannot then allege that the requirement of 70% consent of the members of the said Society had not been met. (v) The Hon'ble Court, also recorded that at the stage at which the development was on-going on the Larger Land, it would be against the interest of the members of the said Society to intervene and pass any orders. Therefore, on the aforesaid reasons and grounds, the aforesaid Writ Petitions were disposed of.

(B) **Writ Petition No. 433 of 2011 (Writ Petition (L) No. 2690 of 2010)**

Brief Summary:

Writ Petition (L) No. 2690 of 2010 was filed by in the Hon'ble High Court of Judicature at Bombay by one, Sandeep Sudharkar Sejwal and four others, being the original allottees and members of the said Society, against inter-alia GACPL, MHADA, HDIL and the said Society, to challenge the joint redevelopment scheme undertaken by GACPL, MHADA and the said Society on the Larger Land under the Tripartite Development Agreement inter-alia on the grounds that (i) the 2007 MHADA Resolution , providing for 650 square feet carpet area to members of the said Society (as also reflected in the Tripartite Development Agreement) is contrary to Regulation 33(5) of DCR and Government Resolution dated 26th August, 2009 (ii) there is an assignment of development rights by GACPL in favour on HDIL in the absence of consent of MHADA and the said Society and the same was contrary to Tripartite Development Agreement (iii) a net area of 10 acres was to be allotted to the said Society as per Resolution dated 8th February, 1988, 2007 MHADA Resolution and 2008 Government Letter however now GACPL, in violation of those terms and conditions, proposes to given an area of only 4.43 acres to the said Society. (iv) GACPL carried on construction despite receipt of stop work notice dated 17th July, 2010 issued by MHADA (v) GACPL was appointed wrongfully, since consent of 70% of members of the said Society was not obtained and allegedly false consent letters were submitted. The

petitioners prayed inter-alia for declaration that entire development scheme as provided by Tripartite Development Agreement is illegal and contrary to law and be set aside.

Status:

By and under order dated 10th February, 2011, the Hon'ble Bombay High Court disposed of the captioned Writ Petition, on merits and reasons as stated above (in paragraph 5(A) above).

(C) **Writ Petition No. 493 of 2011 (Writ Petition (L) No. 265 of 2011)**

Brief Summary:

This Writ Petition No. 493 of 2011 was filed in the Hon'ble High Court of Judicature at Bombay by one, Vasudeo K. Patkar and 21 others, being members of the said Society, against inter-alia GACPL, MHADA, the said Society, challenging the notice for summary eviction dated 27th October, 2010 issued by MHADA under Section 95A of MHADA Act, 1976 inter-alia on the grounds that (i) a net area of 10 acres was to be allotted to the said Society as per Resolution dated 8th February, 1988, 2007 MHADA Resolution and the 2008 Government Letter, however now GACPL, in violation of those terms and conditions, proposes to given an area of only 4.43 acres to the said Society, (ii) an area of 650 square feet carpet area is proposed to be allotted to the member of the said Society, contrary to the circular dated 26th August, 2009 of the State Government, under which maximum area that can provided is 484 square feet, (iii) despite a specific restraint on assignment of rights in favour of third party, GACPL has created rights in favour of HDIL with respect to re-development of the Larger Land (iv) consent of 70% of the members of the said Society has not been procured (v) the Petitioners had alleged that Writ Petition No. 1478 of 2009 filed by them, was withdraw on 1st February, 2010 without their authority, pursuant to which Notices of Motion Nos.532 of 2010, 547 of 2010 and 548 of 2010 was filed in Writ Petition No. 1478 of 2009 to restore Writ Petition No. 1478 of 2009. The Petitioners inter alia prayed for stay on the said Notice dated 27th October, 2010 and for an order directing MHADA not to evict the petitioners from their respective premises without following due process laid down in the Maharashtra Housing and Area Development Authority Act, 1976.

Status:

(i) By and under order dated 10th February, 2011, the Hon'ble Bombay High Court disposed of the captioned Writ Petition, on merits and reasons as stated above (in paragraph 5(A) above);

(ii) Five of petitioners, namely (i) Vasudeo Patkar, (ii) Suresh Mewada, (iii) Chandrakant Chamkar, (iv) Khimji Patel, (v) Jayantilal J. Mehta filed a Notice of

Motion No 221 of 2011 dated 5th April, 2011 in the captioned Writ Petition praying for modification of Order dated 10th February for an order directing MHADA not to execute eviction orders passed under MHADA Act for six weeks from 7th April, 2011. An undertaking dated 6th April, 2011 was executed and filed by the said aforesaid Petitioners that they shall hand over vacant and peaceful possession of their respective premises on 20th April, 2011 subject to GACPL providing either an alternative accommodation or compensation in lieu thereof. The Applicants/ Petitioners reserved their right to file appropriate proceedings before Hon'ble Supreme Court challenging order dated 10th February, 2011. By and under an order dated 7th April, 2011, time was further extended upto 20th April, 2011 for eviction by MHADA of the aforesaid Petitioners from their respective tenements.

(D) Special Leave Petitions before the Hon'ble Supreme Court

Special Leave Petitions Nos. 10632 of 2011 and 10633 of 2011 were filed in the Hon'ble Supreme Court challenging the order dated 10th February, 2011 passed in the captioned Writ Petitions as stated in (A), (B) and (C) above. By an under an order dated 15th April, 2011, the Special Leave Petitions were dismissed on the ground of being devoid of merit.

(E) Writ Petition No. 317 of 2011 (Writ Petition No. (L) 14 of 2011)

Brief Summary:

Writ Petition (L) No. 14 of 2011 was filed by Mrs. Dina Asim Tapovan and 9 (nine) others against the said Society, MHADA, GACPL, State of Maharashtra and HDIL in the Hon'ble High Court of Judicature at Bombay, challenging the order dated 18th December, 2010 of eviction from their respective tenements by MHADA, passed under Section 95A of the Maharashtra Housing and Area Development Authority Act, 1976. The grounds on which the aforesaid Petition was filed was inter alia that (i) an area of 600 square feet as opposed to 485 square feet was agreed to be given by GACPL by way of permanent accommodation, to the members of the said Society, by GACPL, which was alleged to be not in accordance with the applicable laws and (ii) the assignment of the development rights by GACPL, even though the same was not permissible under the said Society Development Agreement and Tripartite Development Agreement.

Status:

By and under the order dated 2nd February, 2011, the Learned Single Judge of the Hon'ble Bombay High Court disposed of this Writ Petition on the ground that the subject matter of the Writ Petition was already being agitated before a Division Bench of the Hon'ble Bombay High Court under Writ Petitions as stated in (A), (B) and (C) above. The Hon'ble Court further directed MHADA not to initiate any steps or act in furtherance of the order dated 18th December, 2010 (of eviction of the petitioners) until under Writ Petitions as stated in (A), (B) and (C) above are disposed of. The Learned Judge has further recorded

that MHADA shall be entitled to forcibly evict the Petitioners from their existing structures within a period of eight weeks from the date the Division Bench disposes of the pending Writ Petitions as stated in (A), (B) and (C) above, upholding the scheme of redevelopment of the Larger Land by GACPL and MHADA.

(F) Writ Petition No. 272 of 2011 (Writ Petition (L) No. 2960 of 2010)

Brief Summary:

This Writ Petition has been filed by one, Capt. Dr. Rahul R. Wagh and 3 others, as members of the said Society, against inter-alia MHADA, the said Society and GACPL, challenging the notice dated 16th December, 2010 of eviction of MHADA issued to them under S. 95-A of the MHADA Act and challenging redevelopment of the Larger Land being undertaken by MHADA and GACPL, pursuant to the 2007 MHADA Resolution, 2008 Government Letter and the Tripartite Development Agreement. The Petition has been filed on the grounds that (i) that the said Society, in collusion with GACPL, has falsely represented to the MHADA that consent of 70% of the members of the said Society had been taken as required for redevelopment of the Larger Land, (ii) The due procedure of issuing public advertisement or inviting tenders has not been followed, and that this action of MHADA has caused losses to the public exchequer. (iii) The Government of Maharashtra has, without application of mind and scrutiny, approved the proposal of re-development of the Larger Land, by 2008 Government Letter and 2007 MHADA Resolution, (iii) Several other members of the said Society had also filed Writ Petition No. 1478 of 2009, in respect of which the Bombay High Court had appointed an *amicus curie*. However, the Petitioners allege that without notice to the amicus curie the writ petition was withdrawn, allegedly without the consent of the petitioners in Writ Petition 1478 of 2009. The Petitioners have inter alia prayed that the 2007 MHADA Resolution, the 2008 Government Letter, the Tripartite Development Agreement, the development permission dated 10th May, 2009 issued by MCGM and the Notice dated 16th December, 2010 issued by the MHADA under S. 95 A of the MHADA Act, 1975 be stayed in the interim and thereafter struck down as bad in law. The petitioners are also seek for an order of injunction restraining GACPL from constructing any structure or taking any steps in relation to the above mentioned Tripartite Development Agreement or the development permission.

A chamber summons bearing no. 132 of 2011 was filed by one, Amrita Mary Chetiar and 30 others, as the members of the said Society, supporting the grounds stated in this Writ Petition and seeking to be added as Petitioners in this Writ Petition.

Status:

By and under order dated 7th October, 2011, the Hon'ble Court dismissed the Writ Petition stating that the effect of the same would be to obstruct development work and therefore,

interference under Article 226 of the Constitution of India is not warranted. In view of dismissal of the Writ Petition, chamber summons bearing no. 132 of 2011 was disposed of.

(f) Writ Petition (L) No. 853 of 2011

Brief Summary

This Writ Petition has been filed by one, Kamal Kishore Sharma and 15 others, being members of the said Society, challenging the redevelopment of the Larger Land being undertaken by MHADA and GACPL, pursuant to the 2007 MHADA Resolution, 2008 Government Letter and the Tripartite Development Agreement. The Petition has been filed on the grounds that (i) that the said Society, in collusion with GACPL has falsely represented to the MHADA that consent of 70% of the members of the said Society had been taken as required for redevelopment of the Larger Land. (ii) The due procedure of issuing public advertisement or inviting tenders has not been followed, and that this action of MHADA has caused losses to the public exchequer, (iii) The Government of Maharashtra has, without application of mind and scrutiny, approved the proposal of re-development of the Larger Land, by Letter dated 3rd March, 2008 and Resolution dated 1st November, 2007 of MHADA, (iv) Several other members of the said Society had also filed Writ Petition No. 1478 of 2009, in respect of which the Bombay High Court had appointed an amicus curie. However, the Petitioners allege that without notice to the amicus curie the writ petition was withdrawn, allegedly without the consent of the petitioners in Writ Petition 1478 of 2009. (iv) The order dated 10th February, 2011 passed by the Hon'ble Bombay High Court dismissing Writ Petition Nos. 1478 of 2009, 851(L) of 2010 and 2690(L) of 2010 does not consider inter alia the issue of non-issuance of tenders by MHADA. The Petitioners inter alia prayed that the 2007 MHADA Resolution, the 2008 Government Letter, the Tripartite Development Agreement, the development permission dated 10th May, 2009 issued by MCGM and the Notice dated 16th December, 2010 issued by the MHADA under S.95-A of the MHADA Act, 1975 be stayed in the interim and thereafter struck down as bad in law. The Petitioners have also prayed for an order of injunction restraining GACPL from constructing any structure or taking any steps in relation to the above mentioned Tripartite Development Agreement or the development permission.

Status:

(i) By and under order dated 5th May, 2011, the Division Bench of the Hon'ble Bombay High Court dismissed the captioned Writ Petition as against Petitioners 1 to 15 (of sixteen petitioners who filed the Writ Petition) on the ground that these Petitioners had already espoused their remedy and raised the same grievances and grounds in Writ Petition No. 1478 of 2009 and failed, thus being barred from instituting fresh proceedings in the said redevelopment of the said Larger Land.

(ii) Order dated 14th December, 2012 records that in view of a statement made the same benefits provided to other members of the society relating to permanent alternative accommodation would be provided to the sixteenth petitioner, the sixteenth petitioner sought to withdraw the Writ Petition.

(iii) The Writ Petition was accordingly disposed of.

(H) **Writ Petition (L) No. 851 of 2010**

Brief Summary:

This Writ Petition was filed Vasant Kheraj Bhanushali and six others against i) Goregaon Siddharth Nagar Sahakari Grihnirman Sanstha Limited, ii) MHADA, iii) GACPL, iv) State of Maharashtra and v) MCGM in the Hon'ble High Court of Judicature at Bombay inter-alia to challenge the redevelopment scheme undertaken on the Larger Land

Status:

By and under order dated 10th February, 2011, the Hon'ble Bombay High Court disposed of the captioned Writ Petition, on merits and reasons as stated above (in paragraph 6(A) above).

(I) **Writ Petition No.1293 of 2011 (Writ Petition (L) No.796 of 2011)**

Brief Summary:

This Writ Petition was filed by Pankaj Dinesh Chitrorda (for himself and 61 others who have consented to have filing of the Writ Petition but not impleaded as Petitioners) against said Society, MHADA and GACPL aggrieved by notice for eviction dated 11th April, 2011 issued by MHADA and the alleged action of eviction by MHADA and GACPL from respective premises without providing temporary transit accommodation to the petitioner and persons on whose behalf the Writ Petition is filed. The petitioner has prayed for (i) an order directing said Society, MHADA and GACPL to give inspection of temporary transit accommodation and thereafter provide transit accommodation (ii) an order directing MHADA and GACPL not to carry out demolition, eviction or construction work with respect to respective premises without providing transit accommodation (or granting sufficient time and avail compensation in lieu thereof).

Status:

Order dated 5th May, 2011 passed by Hon'ble Court records that the petitioner did not press for Writ Petition on merits and sought extension of time to vacate their respective premises . Subject to an undertaking being filed that vacant possession shall be handed over by 2nd June, 2011, extension of time was granted till the said date, with a clear recording that no further extensions shall be granted. In view of the fact that compensation

in lieu of temporary alternate accommodation was already deposited by GACPL with MHADA, a statement was made on behalf of the petitioners (and persons being represented by him) that they do not require transit accommodation and shall make arrangements for same until permanent alternate accommodation is made available. The Writ Petition was accordingly disposed of.

We are not aware whether an undertaking was filed pursuant to the order and have not perused a copy of the same.

(J) 25 Suits filed in Bombay City Civil Court:

1. L.C SUIT NO 1829 OF 2010 (Bombay City Civil Court at Dindoshi)

Summary:

(i) One, Mrs. Chaya Anant Gavankar, has filed a suit against MHADA, GACPL, HDIL, the said Society and others, as a tenant of MHADA residing at 13/104-A, Siddharth Nagar Road No. 6, Goregaon West, Near Gajanan Maharaj Temple, Mumbai 400107 ("**suit premises**") and a member of the said Society and entitled to permanent alternate accommodation under the redevelopment scheme in lieu of the suit premises. She has in the captioned Suit sought for inter-alia that the defendants therein be restrained from interfering with the possession of the plaintiff of the suit premises and/or forcibly dispossessing them from the suit premises where the plaintiff is currently residing and pending the hearing, the defendants be restrained from demolishing the suit premises or any part thereof. The Suit is filed on the grounds/allegations that (i) majority of the members of the said Society (including the Plaintiff) were never consulted when the agreement for redevelopment with GACPL was entered into and that the consent documents were forged, fabricated and inaccurate and the administration of the said Society at the time was in the hands of a committee which the Plaintiff claims was elected by means of rigging and which process was not transparent, (ii) MHADA, GACPL and HDIL have been illegally demolishing the structures of the members which has endangered the stability of the structures adjacent to that of the Plaintiff and that huge tracts of land have been excavated, which excavations have been left dangerously uncovered., (iii) MHADA, GACPL and HDIL are, in the guise of demolishing illegal structures and alleged encroachments are pursuing large scale pressure tactics in order to pressurize the non-consenting members of the said Society to give their consent to the redevelopment, and are using mining machines and bulldozers in order to terrorize the plaintiff and the non-consenting members of the said Society, (iv) in the last week of July, 2010 and then again on 11/8/2010, some hirelings of the GACPL accompanied by officials of MHADA visited the premises of the plaintiff, and threatened the demolition of the premises on the grounds that the same constituted illegal encroachment. The plaintiff claims

that neither any show cause notice in respect of the encroachment nor any demolition has been given to the plaintiff.

(ii) A Notice of Motion has been filed by the Plaintiff for ad-interim/interim reliefs that the defendants be restrained from interfering with the possession of the plaintiff of the suit premises and/or dispossessing them from the suit premises where the plaintiff is currently residing

Status:

(i) By and under order dated 25th August, 2010, the Hon'ble Bombay City Civil Court refused to grant any ad-interim relief in the aforesaid notice of motion.

(ii) By Order dated 30th October, 2010, the above mentioned notice of motion has been dismissed by the Hon'ble Bombay City Civil Court on the grounds that (i) the Plaintiff has made false statements in the plaint, (ii) intentionally not disclosed the boundaries of the suit premises in order to conceal his encroachment (iii) approached the court with unclean hands (iv) The Suit is not maintainable as the statutory notice necessary to be served upon the said Society, MHADA, the State of Maharashtra and MCGM has not been served (v) a civil court is barred under section 177 of the MHADA Act, to entertain matters which the authority under that Act ought to determine (vi) the Suit is time barred under section 173 of the MHADA Act (vii) it would not be in the interests of the hutment dwellers to stop the development at this stage.

(iii) By and under Order dated 25th January, 2012, the captioned Suit was disposed of for want of prosecution and on basis of orders of Hon'ble High Court in Writ Petition Nos. 14 of 2011, 851 of 2010, 2690 of 2010 and 1478 of 2009 with Notice of Motion No.532 of 2010, 547 of 2010, 548 of 2010 and relying upon undertaking in Notice of Motion No.222 of 2011 in Writ Petition No.142 of 2010 and further on basis of undertaking/statement given by Advocate of GACPL and Advocate for the said Society that the structures have been demolished for redevelopment of the property.

2. **L.C SUIT NO. 1838 OF 2010 (Bombay City Civil Court at Dindoshi)**

Summary:

(i) One. Khimjibhai D. Patel has filed a suit against MHADA, GACPL, HDIL, the said Society and others, as a tenant of MHADA residing at 15/113, Siddharth Nagar Road No. 4, Goregaon West, Mumbai 400062 ("**suit premises**") and as a member of the said Society, entitled to permanent alternate accommodation under the redevelopment scheme in lieu of the suit premises. He has in the aforesaid Suit sought that the defendants therein be restrained from interfering with the

possession of the Plaintiff of the suit premises and/or forcibly dispossessing them from the suit premises and hence, the prayer the defendants be restrained from dispossessing the suit premises at any point of time. The Suit is filed on the grounds/inter alia that (i) majority of the members of the said Society and/or the Plaintiff were never consulted when the agreement for redevelopment with GACPL was entered into and that the consent documents were forged, fabricated and inaccurate and the administration of the said Society at the time was in the hands of a committee which the Plaintiff claims was elected by means of rigging and which process was not transparent, (ii) MHADA, GACPL and HDIL have been illegally demolishing the structures of the members which has endangered the stability of the structures adjacent to that of the Plaintiff and that huge tracts of land have been excavated, which excavations have been left dangerously uncovered., (iii) MHADA, GACPL and HDIL are, in the guise of demolishing illegal structures and alleged encroachments are pursuing large scale pressure tactics in order to pressurize the non-consenting members of the said Society to give their consent to the redevelopment, and are using mining machines and bulldozers in order to terrorize the plaintiff and the non-consenting members of the said Society, (iv) In the last week of July, 2010 and then again on 11/8/2010, some hirelings of the GACPL accompanied by officials of MHADA visited the premises of the plaintiff, and threatened the demolition of the premises on the grounds that the same constituted illegal encroachment. The plaintiff claims that neither any show cause notice in respect of the encroachment nor any demolition has been given to the plaintiff.

(ii) A Notice of Motion has been filed by the Plaintiff for ad interim/interim reliefs that the defendants be restrained from interfering with the possession of the plaintiff of the suit premises and/or dispossessing them from the suit premises where the plaintiff is currently residing.

Status:

(i) The Roznama in the captioned matter records that on 25th August, 2010, ad interim relief has been denied in the aforesaid Notice of Motion

(ii) By and under Order dated 25th January, 2012, The Hon'ble Bombay City Civil Court dismissed the captioned Suit for want of prosecution and on basis of orders of Hon'ble High Court in Writ Petition Nos. 14 of 2011, 851 of 2011, 2690 of 2010 and 1478 of 2009 with Notice of Motion No./532 of 2010, 547 of 2010, 548 of 2010 and undertaking given by Advocate of GACPL and Advocate of the said Society that the suit premises have been demolished for redevelopment.

3. S.C. SUIT NO. 2065 OF 2010 (Bombay City Civil Court at Dindoshi)

Summary.

(i) One, Shanka Mulji Bhanushai has filed a suit against MHADA, GACPL, HDIL, the said Society and others. The said Suit has been filed by him, as a tenant of MHADA residing at 58/464, Siddharth Nagar Road No. 13, Goregaon West, Near Gajanan Maharaj Temple, Mumbai 400104 ("**suit premises**"), and as a member of the said Society, entitled to permanent alternate accommodation under the redevelopment scheme in lieu of the suit premises. Under the said Suit, he has sought that the defendants therein (a) be restrained from interfering with the possession of the plaintiff of the suit premises and/or forcibly dispossessing them from the suit premises where the plaintiff is currently residing, (b) a declaration that the plaintiff, in lieu of the suit premises is entitled to permanent alternate accommodation in the newly constructed rehabilitation wing in the joint redevelopment scheme, (c) pending the hearing, the defendants be restrained from demolishing the suit premises or any part thereof, (d) the defendants be restrained from digging and excavating the land within 10 meters appurtenant to the suit premises. The Suit is filed on the grounds/allegations that (i) majority of the members of the said Society (including the Plaintiff) were never consulted when the agreement for redevelopment with GACPL was entered into and that the consent documents were forged, fabricated and inaccurate and the administration of the said Society at the time was in the hands of a committee which the Plaintiff claims was elected by means of rigging and which process was not transparent, (ii) MHADA, GACPL and HDIL have been illegally demolishing the structures of the members which has endangered the stability of the structures adjacent to that of the Plaintiff and that huge tracts of land have been excavated, which excavations have been left dangerously uncovered, (iii) MHADA, GACPL and HDIL, in the guise of demolishing illegal structures and alleged encroachments, are pursuing large scale pressure tactics in order to pressurize the non-consenting members of the said Society to give their consent to the redevelopment, and are using mining machines and bulldozers in order to terrorize the plaintiff and the non-consenting members of the said Society, (iv) In the last week of July, 2010 and then again on 11/8/2010, some hirelings of the GACPL accompanied by officials of MHADA visited the premises of the plaintiff, and threatened the demolition of the premises on the grounds that the same constituted illegal encroachment. The plaintiff claims that neither any show cause notice for encroachment nor the same for any demolition has been given to him.

(ii) A Notice of Motion has been filed by the Plaintiff for ad-interim/interim reliefs that the defendants be restrained from interfering with the possession of the Plaintiff of the suit premises and/or dispossessing them from the suit premises where the

Plaintiff is currently residing and that the defendants be restrained from demolishing the said premises.

Status:

(i) By and under Order dated 29th September 2010, ad-interim relief was refused by the Hon'ble Bombay City Civil Court on the grounds that the Plaintiff is not entitled to alternate accommodation and the interim relief if granted would cause obstruction to the redevelopment of the said Society, and the matter was adjourned for reply to the Notice of Motion.

(ii) By and under Order dated 14th March, 2011, the Hon'ble Bombay City Civil Court held that the subject matter in the instant case and in Writ Petition No. 851 of 2010 are the same and the Writ Petition No. 851 of 2010 had been disposed of by the Hon'ble High Court. In view of the observation of the Hon'ble High Court and since the plaintiff and his advocate remained absent continuously, the aforesaid notice of motion was dismissed for want of prosecution.

(iii) By and under Order dated 23rd March, 2011, the Hon'ble Bombay City Civil Court held that the subject matter in the instant case and in Writ Petition No. 851 of 2010 are the same and the Writ Petition No. 851 of 2010 had been disposed of by the Hon'ble High Court. In view of the observation of the Hon'ble High Court and since the plaintiff and his advocate remained absent continuously, the captioned Suit was dismissed for want of prosecution.

(iv) Plaintiff has filed Notice of Motion No.495 of 2011 in captioned Suit for setting aside Order dated 23rd March, 2011. By and under order dated 30th November, 2012 in aforesaid Notice of Motion No. 495 of 2011, the Hon'ble City Civil Court at Dindoshi dismissed the aforesaid Notice of Motion no. 495 of 2011 and held that the aforesaid Suit cannot be restored. The Court held that the aforesaid Suit was dismissed not only for want of prosecution but also in view of the order of the Hon'ble Bombay High Court in Writ Petition no. 851 of 2010.

4. L.C SUIT NO 1845 OF 2010 (Bombay City Civil Court at Dindoshi)

Summary:

(i) One, Kishore Hansraj Salia has filed a suit against MHADA, GACPL, HDIL, the said Society and others, as an occupant of a room at 36/288 104 A, Siddharth Nagar Road No. 10, Goregaon West ("**suit premises**") and a member of the said Society and entitled to permanent alternate accommodation under the redevelopment scheme in lieu of the suit premises. He has in the aforesaid Suit sought that the defendants be restrained from interfering with the possession of the Plaintiff of the suit premises and/or dispossessing them from the suit premises

where the Plaintiff is currently residing and that pending the hearing and final disposal of the suit, the defendants be restrained by temporary and permanent injunction from demolishing the suit premises or any part thereof. The Suit is filed on the grounds/allegations that (i) majority of the members of the said Society (including the Plaintiff) were never consulted when the agreement for redevelopment with GACPL was entered into and that the consent documents were forged, fabricated and inaccurate and the administration of the said Society at the time was in the hands of a committee which the Plaintiff claims was elected by means of rigging and which process was not transparent, (ii) MHADA, GACPL and HDIL have been illegally demolishing the structures of the members which has endangered the stability of the structures adjacent to that of the Plaintiff and that huge tracts of land have been excavated, which excavations have been left dangerously uncovered , (iii) MHADA, GACPL and HDIL are, in the guise of demolishing illegal structures and alleged encroachments are pursuing large scale pressure tactics in order to pressurize the non-consenting members of the said Society to give their consent to the redevelopment, and are using mining machines and bulldozers in order to terrorize the plaintiff and the non-consenting members of the said Society, (iv) In the last week of July, 2010 and then again on 11/8/2010, some hirelings of the GACPL accompanied by officials of MHADA visited the premises of the plaintiff, and threatened the demolition of the premises on the grounds that the same constituted illegal encroachment. The plaintiff claims that neither any show cause notice in respect of the encroachment nor any demolition has been given to the plaintiff.

(ii) A Notice of Motion has been filed by the Plaintiff for ad-interim/interim reliefs that the defendants be restrained from interfering with the possession of the Plaintiff of the suit premises and/or dispossessing them from the suit premises where the Plaintiff is currently residing and that the defendants be restrained from demolishing the suit premises.

Status:

(i) By Order dated 30th October, 2010 the above mentioned notice of motion has been dismissed by the Hon'ble Bombay City Civil Court on the grounds that (i) the Plaintiff has made false statements in the plaint, (ii) intentionally not disclosed the boundaries of the suit premises in order to conceal his encroachment (iii) approached the court with unclean hands (iv) The Suit is not maintainable as the statutory notice necessary to be served upon the said Society, MHADA, the State of Maharashtra and MCGM has not been served (v) a civil court is barred under section 177 of the MHADA Act, to entertain matters which the authority under that Act ought to determine (vi) the Suit is time barred under section 173 of the

MHADA Act which would not be in the interests of the proposed Buyers in the present development at this stage.

(v) By and under Order dated 24th January 2012 the captioned Suit was dismissed for want of prosecution and on basis of orders of Hon'ble High Court in Writ Petition Nos. 14 of 2011, 351 of 2010, 2696 of 2010 and 147 of 2009 with Notice of Motion No 532 of 2010, 547 of 2010, 548 of 2010 and relying upon undertaking in Notice of Motion No 222 of 2011 in Writ Petition No 14 of 2010 and further on basis of undertaking/statement given by Advocate of GACPL and Advocate for the said Society that the suit premises have been demolished for redevelopment of the property.

5. L.C SUIT NO 1828 OF 2010 (Bombay City Civil Court at Dindoshi)

Summary:

(i) One, Nelson Eugenio Rodrigues has filed a suit against MHADA, GACPL, HDIL, the said Society and others, as a tenant of MHADA at 91/721 Siddharth Nagar Road No. 15, Goregaon West, Mumbai 400062 ("suit premises") and as a member of the Defendant no. 4 society and entitled to permanent alternate accommodation under the redevelopment scheme in lieu of the suit premises. He has in the captioned Suit sought that inter alia defendants be restrained from interfering with the possession of the Plaintiff of the suit premises and/or dispossessing them from the suit premises where the Plaintiff is currently residing and that pending the hearing and final disposal of the suit the defendants be restrained by temporary and permanent injunction from demolishing the suit premises or any part thereof. The Suit is filed on the grounds/allegations that (i) majority of the members of the said Society (including the Plaintiff) were never consulted when the agreement for redevelopment with GACPL was entered into and that the consent documents were forged, fabricated and inaccurate and the administration of the said Society at the time was in the hands of a committee which the Plaintiff claims was elected by means of rigging and which process was not transparent, (ii) MHADA, GACPL and HDIL have been illegally demolishing the structures of the members which has endangered the stability of the structures adjacent to that of the Plaintiff and that huge tracts of land have been excavated which excavations have been left dangerously uncovered , (iii) MHADA, GACPL and HDIL are, in the guise of demolishing illegal structures and alleged encroachments are pursuing large scale pressure tactics in order to pressurize the non-consenting members of the said Society to give their consent to the redevelopment, and are using mining machines and bulldozers in order to terrorize the plaintiff and the non consenting members of the said Society, (iv) in the last week of July, 2010 and then again on 11/8/2010, some hirelings of the GACPL accompanied by officials of MHADA visited the premises of the plaintiff

and threatened the demolition of the premises on the grounds that the same constituted illegal encroachment. The plaintiff claims that neither any show cause notice in respect of the encroachment nor any demolition has been given to the plaintiff.

(ii) A Notice of Motion has been filed by the Plaintiff for ad-interim/interim reliefs that the defendants be restrained from interfering with the possession of the Plaintiff of the suit premises and/or dispossessing them from the suit premises where the Plaintiff is currently residing and that the defendants be restrained from demolishing the suit premises.

Status:

(i) By and under order dated 25th August, 2010, the Hon'ble Bombay City Civil Court refused to grant any ad-interim reliefs in the aforesaid notice of motion.

(ii) By Order dated 30th October, 2010 the above mentioned notice of motion has been dismissed by the Hon'ble Bombay City Civil Court on the grounds that (i) the Plaintiff has made false statements in the plaint, (ii) intentionally not disclosed the boundaries of the suit premises in order to conceal his encroachment (iii) approached the court with unclean hands (iv) The Suit is not maintainable as the statutory notice necessary to be served upon the said Society, MHADA, the State of Maharashtra and MCGM has not been served (v) a civil court is barred under section 177 of the MHADA Act, to entertain matters which the authority under that Act ought to determine (vi) the Suit is time barred under section 173 of the MHADA Act (vii) it would not be in the interests of the hutment dwellers to stop the development at this stage.

(iii) By and under Order dated 25th January, 2012, the captioned Suit was disposed of for want of prosecution and on basis of orders of Hon'ble High Court in Writ Petition Nos. 14 of 2011, 851 of 2010, 2590 of 2010 and 1478 of 2009 with Notice of Motion No.532 of 2010, 547 of 2010, 548 of 2010 and relying upon undertaking in Notice of Motion No.222 of 2011 in Writ Petition No.14 of 2010 and further on basis of undertaking/statement given by Advocate of GACPL and Advocate for the said Society that the suit premises have been demolished for redevelopment of the property.

6. **L.C SUIT NO 1839 OF 2010 (Bombay City Civil Court at Dindoshi)**

Summary:

(i) One, Savita Ramanlal Patel has filed a suit against MHADA, GACPL, HDIL, the said Society and others, as a tenant of MHADA at Gala No. 37/289 Siddharth Nagar Road No. 10, Goregaon West, Mumbai 400062 ("**suit premises**"), as a

Member of the said Society and entitled to permanent alternate premises as per under the redevelopment scheme in lieu of the said premises. Under the aforesaid suit he has sought inter alia that the defendants be restrained from interfering with the possession of the Plaintiff to the suit premises and/or dispossessing them from the suit premises and that the defendants be restrained by temporary and permanent injunction from demolishing the suit premises or any part thereof. The Suit is inter alia on the grounds/allegations that (i) majority of the members of the said Society including the Plaintiff) were never consulted when the agreement for redevelopment with GACPL was entered into and that the consent documents were forged, fabricated and inaccurate and the administration of the said Society at the time was in the hands of a committee which the Plaintiff claims was elected by means of rigging and which process was not transparent, (ii) MHADA, GACPL and HDIL have been illegally demolishing the structures of the members which has endangered the stability of the structures adjacent to that of the Plaintiff and that huge tracts of land have been excavated, which excavations have been left dangerously uncovered (iii) MHADA, GACPL and HDIL are in the guise of demolishing illegal structures and alleged encroachments are pursuing large scale pressure tactics in order to pressurize the non-consenting members of the said Society to give their consent to the redevelopment, and are using mining machines and bulldozers in order to terrorize the plaintiff and the non consenting members of the said Society, (iv) In the last week of July, 2010 and then again on 11/8/2010, some hirelings of the GACPL accompanied by officials of MHADA visited the premises of the plaintiff, and threatened the demolition of the premises on the grounds that the same constituted illegal encroachment. The plaintiff claims that neither any show cause notice in respect of the encroachment nor any demolition has been given to the plaintiff.

(ii) A Notice of Motion has been filed by the Plaintiff for ad-interim/interim reliefs that the defendants be restrained from interfering with the possession of the Plaintiff of the suit premises and/or dispossessing them from the suit premises where the Plaintiff is currently residing and that the defendants be restrained from demolishing the suit premises.

Status:

(i) By Order dated 30th October, 2010 the above mentioned notice of motion has been dismissed by the Hon'ble Bombay City Civil Court on the grounds that (i) the Plaintiff has made false statements in the plaint, (ii) intentionally not disclosed the boundaries of the suit premises in order to conceal his encroachment (iii) approached the court with unclean hands (iv) The Suit is not maintainable as the statutory notice necessary to be served upon the said Society, MHADA, the State of Maharashtra and MCGM has not been served (v) a civil court is barred under

section 177 of the MHADA Act, to entertain matters which the authority under that Act ought to determine (vi) the Suit is time barred under section 173 of the MHADA Act (vii) it would not be in the interests of the hutment dwellers to stop the development at this stage

(ii) By and under Order dated 25th January, 2012, the Hon'ble Bombay City Civil Court disposed of the aforesaid Suit for want of prosecution and on basis of orders of Hon'ble High Court in Writ Petition Nos. 14 of 2011, 851 of 2010, 2690 of 2010 and 1478 of 2009 with Notice of Motion No.532 of 2010, 547 of 2010, 548 of 2010 and relying upon undertaking in Notice of Motion No.222 of 2011 in Writ Petition No.14 of 2010 and further on basis of undertaking/statement given by Advocate of GACPL and Advocate for the said Society that the structures have been demolished for redevelopment of the property.

7. L.C SUIT NO 1830 OF 2010 (Bombay City Civil Court at Dindoshi)

Summary:

(i) One, Raj Gopal Shivan Pillai has filed a suit against MHADA, GACPL, HDIL, the said Society and others, as a tenant of MHADA residing at 32/256, Siddharth Nagar Road No. 10, Goregaon West, Mumbai 400062 ("**suit premises**") and as a member of the said Society and entitled to permanent alternate accommodation under the redevelopment scheme in lieu of the suit premises. He has sought for *inter alia* that the defendants be restrained from interfering with the possession of the Plaintiff of the suit premises and/or dispossessing them from the suit premises, where the Plaintiff is currently residing and that pending the hearing and final disposal of the suit, the defendants be restrained by temporary and permanent injunction from demolishing the suit premises or any part thereof. The Suit is filed on the grounds/allegations that: (i) majority of the members of the said Society (including the Plaintiff) were never consulted when the agreement for redevelopment with GACPL was entered into and that the consent documents were forged, fabricated and inaccurate and the administration of the said Society at the time was in the hands of a committee which the Plaintiff claims was elected by means of rigging and which process was not transparent, (ii) MHADA, GACPL and HDIL have been illegally demolishing the structures of the members which has endangered the stability of the structures adjacent to that of the Plaintiff and that huge tracts of land have been excavated, which excavations have been left dangerously uncovered, (iii) MHADA, GACPL and HDIL are, in the guise of demolishing illegal structures and alleged encroachments are pursuing large scale pressure tactics in order to pressurize the non-consenting members of the said Society to give their consent to the redevelopment, and are using mining machines and bulldozers in order to terrorize the plaintiff and the non-consenting members of the said Society, (iv) In the last week of July, 2010 and then again on