

Rustomjee  
ELEMENTS  
UPPER JUHU

WING

A

FLAT NO. 1102

FLOOR NO. 11<sup>th</sup>



323/3757

पावती

Original/Duplicate

Monday, May 18, 2015  
3:16 PM

नोंदणी क्र. : 39M  
Regn.: 39M

पावती क्र.: 4590 दिनांक: 18/05/2015

गावाचे नाव: अंधेरी  
दस्तऐवजाचा अनुक्रमांक: वदर4-3757-2015  
दस्तऐवजाचा प्रकार: करारनामा  
सादर करणाऱ्याचे नाव: प्रजा केडिया --

नोंदणी फी	रु. 30000.00
दस्त हाताळणी फी	रु. 6500.00
पृष्ठांची संख्या: 325	

एकूण: रु. 36500.00

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ व सीडी अंदाजे  
3:28 PM ह्या वेळेस मिळेल.

सह दुस्यम निबंधक, अंधेरी-२

बाजार मुल्य: रु. 60281500/-

मोबदला: रु. 130353300/-

भरलेले मुद्रांक शुल्क: रु. 651780/-

सह. दुस्यम निबंधक, अंधेरी-२,  
दुर्घां उपवगर चिन्ह.

1) देयकाचा प्रकार: eChallan रक्कम: रु. 30000/-  
डीडी/धनादेश/पे ऑर्डर क्रमांक: MH000752207201516M दिनांक: 09/05/2015  
बँकचे नाव व पत्ता:

2) देयकाचा प्रकार: By Cash रक्कम: रु 6500/-

P K Kelkar.

REGISTERED ORIGINAL DOCUMENT  
DELIVERED ON 19/05/2015



महाराष्ट्र शासन - नोंदणी व मुद्रांक विभाग  
मुल्यांकन अहवाल सन् १९५३/२०।५

## १. दस्तावेज़ का नाम :-

अनच्छेद क्रमांक

2. सादरकत्वाचे नाव :- प्रश्ना केडीथा

3. तालुका :- मुंबई / अंधेरी / बोरीबली / कुलारी

4. गावाचे नाव :- B1 Ed ९१

5. नगरभूमिपन क्रमांक/सर्वे क्र.: /अंतिम भुखंड क्रमांक :- 195 PT

6. मत्य दरविभाग (झोन) :- 39 उपविभाग 1984

7. मिळकतीचा प्रकार :- खुलौ जमीन निवासी कार्यालय दुकान औद्योगिक  
 प्रति चौ मी.दर :- 206900/-P

8. दस्तावेज़ नमद केलेल्या मिळकतीचे क्षेत्रफल :- 262.08 कारपेट / बिल्ट अप चौ.मीटर / फूट

9. कारपार्किंग :- \_\_\_\_\_ गच्छी :- \_\_\_\_\_ पोटमाळा :- \_\_\_\_\_

11. बाधकाम वर्ष :- \_\_\_\_\_ घस्तारा :- \_\_\_\_\_

12. बांधकामांचा प्रकार :- आरआरसी /

13. बाजारभूल्यदर तकत्यातील भागेदर्शक

१४ अप्रैल २०१८ दिनांक अमरावती -१ व्याख्या लाभार्थी के संवेदनों के बिना

१४. माहिक व्याप्ति निळकता असल्यास - १०० पांचा लाखरातील ३०० रु.

2. नवान् इमारतात् विलक्षणता

3. भाड्याची रक्कम : -

15. लिंड अँन्ड लायसन्सचा दस्ता :- १. प्रतिमाह भाडे रकम :-

विवेकी/विवेकी विवेकी / असाधु भाष्ये :-

निवास/आवासा डॉ.जगन्नाथ रघुवर, जागद्वा भाऊ :-

3. कालावधी :-

16. निर्धारीत केलेले बाजारमूल्य :- 602815.00/-

17 દાખલાઓ રજીવિનાની સ્પેક્શન :- 130353 310/-

१७. दस्तावेजी दर्शावले नाबदला :-

262.08 x 2275.90 - 57.69 67.67

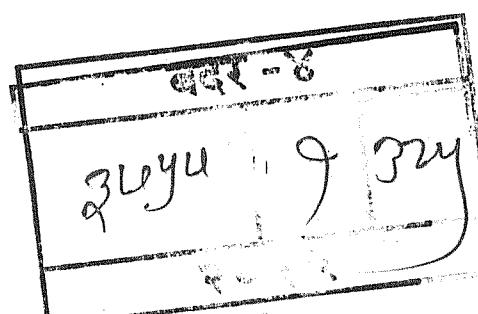
$$11.15 \times 5689.7 = 63440.1$$

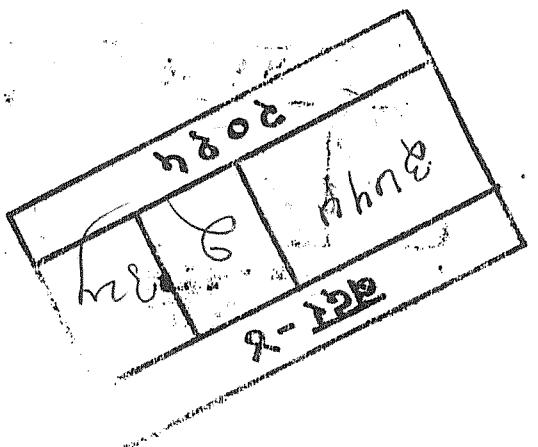
Total 602811.85

१०. दद्य मुद्राक शुल्कः - \_\_\_\_\_ भरलल मुद्राक शुल्कः - ५५,८००/-

20

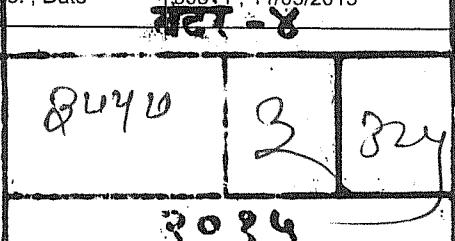
सह दख्खः विबुद्धः

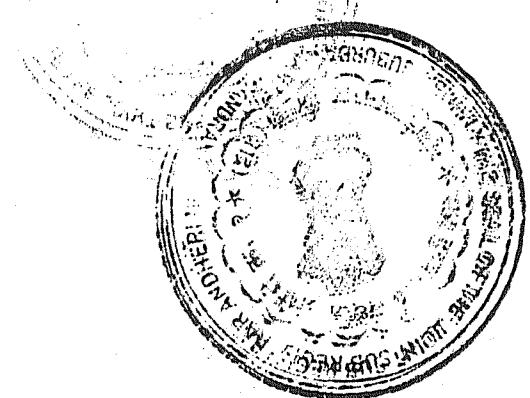
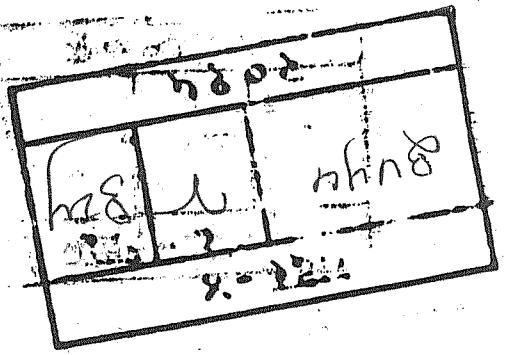






**CHALLAN**  
MTR Form Number-6

GRN MH00075212151613 RCODE		AMOUNT	Date	BDR187(BDR4)
Department Inspector General Of Registration		6517800.00	18/05/2015 (18/05/2015 Date)	09/05/2015-10:47:52 Form ID 25.2
Sr. No. Deface Number		Payer Details		
Type of Payment Non-Judicial Customer Direct Payment				
(Amt.in words:Sixty Five Lakh Seventeen Thousand Eight Sale of Non Judicial Stamps SoS Mumbai only				
Office Name BDR4_JT SUB REGISTRAR ANDHERI 2		Full Name		PRAGNA KEDIA
Location MUMBAI				
Year 2015-2016 One Time		Flat/Block No.		FLAT NO-1102-WING-E-ELEMENTS
Account Head Details		Premises/Building		JOINT SUB REGISTRAR
0030045501 Sale of NonJudicial Stamp		Road/Street		NEW PAN NAGAR
		Area/Locality		ANDHERI WEST MUMBAI
		Town/City/District		
		PIN		0 0 5 3
		Remarks (If Any)		
		PAN2=~PN=RUSTOMJEE REALTY PVT LTD~C		
		A=		
Total 6517800.00		Amount In		Sixty Five Lakh Seventeen Thousand Eight Hundred R
		Words		upees Only
Payment Details BANK OF MAHARASHTRA		FOR USE IN RECEIVING BANK		
Cheque-DD Details		Bank CIN	REF No.	02300042015050990908 244705611
Cheque/DD No		Date		09/05/2015-13:05:54
Name of Bank	Validity unknown	Bank-Branch		BANK OF MAHARASHTRA
Name of Branch	Digitally signed by VIRTUAL TREASURY	Scroll No., Date		130541, 11/05/2015
Mobile No. : Not Available 2015-05-18 15:19:54 IST Reason: Secure Document Location: India				

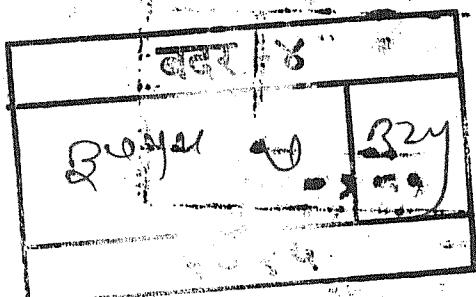


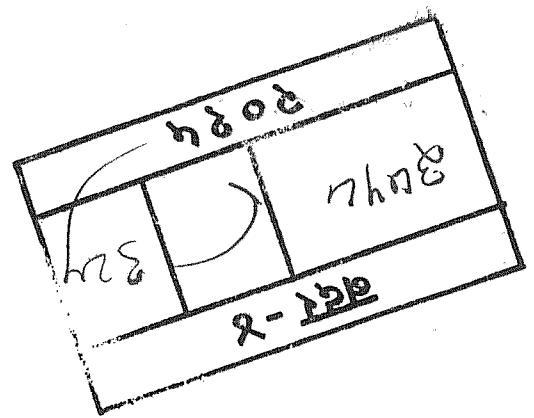


**CHALLAN**  
MTR Form Number-6

GRN	MH000752207201516M	BARCODE			Date 09/05/2015-10:53:06	Form ID
Department Inspector General Of Registration			Payer Details			
Type of Payment	Registration Fees		TAX ID (If Any)			
	Ordinary Collections IGR		PAN No. (If Applicable)			
Office Name	BDR4_JT SUB REGISTRAR ANDHERI 2		Full Name		PRAGNA KEDIA	
Location	MUMBAI					
Year	2015-2016 One Time		Flat/Block No. Premises/Building		FLAT NO-1102-WING-E-ELEMENTS	
0030063301 Amount of Tax	30000.00	Road/Street				
		Area/Locality				
		Town/City/District				
		PIN				
		Remarks (If Any)				
Total	30000.00	Amount In Words	Thirty Thousand Rupees Only			
Payment Details BANK OF MAHARASHTRA		FOR USE IN RECEIVING BANK				
Cheque-DD Details		Bank CIN	REF No.	02300042015050991029	244721216	
Cheque/DD No		Date		09/05/2015-13:54:30		
Name of Bank		Bank-Branch		BANK OF MAHARASHTRA		
Name of Branch		Scroll No. , Date		Not Verified with Scroll		

Mobile No. : Not Available



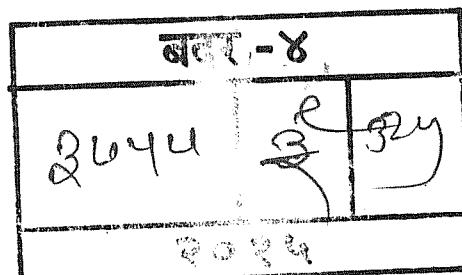


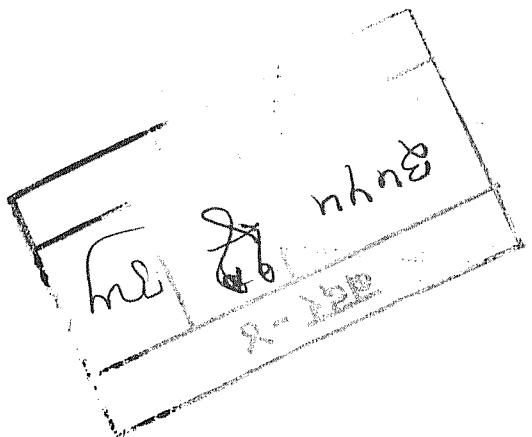


**CHALLAN**  
**MTR Form Number-6**

GRN	MH000752128201516M	BARCODE			Date 09/05/2015-10:47:52	Form ID 25.2
Department Inspector General Of Registration			Payer Details			
Type of Payment	Non-Judicial Customer-Direct Payment		TAX ID (If Any)			
	Sale of Non Judicial Stamps SoS Mumbai only		PAN No. (If Applicable)			
Office Name	BDR4_JT SUB REGISTRAR ANDHERI 2		Full Name	PRAGNA KEDIA		
Location	MUMBAI					
Year	2015-2016 One Time		Flat/Block No.	FLAT NO-1102-WING-E-ELEMENTS		
				Premises/Building		
0030045501 Sale of NonJudicial Stamp	6517800.00		Road/Street	NEW D.N NAGAR		
			Area/Locality	ANDHERI WEST MUMBAI		
			Town/City/District			
			PIN	400052		
			Remarks (If Any)	PAN=PN=RUSTOMJI REALTY PVT LTD-C A=		
Total	6517800.00		Amount In Words	Sixty Five Lakh Seventeen Thousand Eight Hundred Rupees Only		
Payment Details	BANK OF MAHARASHTRA		FOR USE IN RECEIVING BANK			
Cheque-DD Details			Bank CIN	REF No.	02300042015050990908	244705611
Cheque/DD No			Date	09/05/2015-13:05:54		
Name of Bank			Bank-Branch	BANK OF MAHARASHTRA		
Name of Branch			Scroll No. , Date	Not Verified with Scroll		

Mobile No. : Not Available







## AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("this Agreement") made at Mumbai on this  
18<sup>TH</sup> day of MAY, Two Thousand and Fifteen

BETWEEN

**RUSTOMJEE REALTY PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, 1956 and having its office at 702, Natraj, M. V. Road Junction, Western Express Highway, Andheri (East), Mumbai - 400 069, hereinafter referred to as "the Developer" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the ONE PART

AND

**MRS. PRAGNA KEDIA**, adult, Indian Inhabitant, residing at 6<sup>TH</sup> Floor, 30/E, Vishwasashram, Azad Road, Juhu Kotiwada, Santacruz (West), Mumbai - 400 049 hereinafter referred to as "the Purchaser" (which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to mean and include in case of individuals, his/her/their heir(s), executor(s) and administrator(s) and in case of a company, its successors) of the OTHER PART

The Developer and the Purchaser are hereinafter for the sake of brevity collectively and jointly referred to as 'Parties' and individually as Party.

*b6*

Developer's initial

1

*PK*

Purchaser's initial

*2 - 105*

AGREEMENT FOR SALE DT. 18/05/15 OF MRS. PRAGNA KEDIA

PROJECT: ELEMENTS

FLAT NO. A102  
FLORAL LEVEL NO. 11<sup>TH</sup>

324

WHEREAS:

- (a) Maharashtra Housing and Area Development Authority ("MHADA") is the owner of all that piece of land situate and lying at Survey No. 106, Part No.5, CTS No.195 (part) of Village Andheri, Taluka Andheri, situate at New D.N. Nagar, Andheri (W), Mumbai 400 053 ("the said Land") more particularly described in the First Schedule hereunder written and the New D. N. Nagar Co-operative Housing Societies Union Limited, a society registered under the provisions of Maharashtra Co-operative Societies Act, 1960 bearing Registration No. MUM/MHADB/HSG/TC/11659-2002-03 ("the Society") and having its registered office at Sagar Sahwas Colony, Near Water Tank, New D. N. Nagar, Andheri (West), Mumbai-400 053 is entitled to the leasehold rights in respect thereof.
- (b) The said Land can be developed under Regulation 33(5) of the Development Control Regulations for Greater Mumbai, 1991, as may be amended from time to time ("D.C. Regulations").
- (c) By and under the following deeds, documents and writings ("Transaction Documents"), the Developer has acquired the development rights to develop the said Land inter-alia:-
- (i) Development Agreement dated 4<sup>th</sup> April, 2007 ("the Rustomjee Development Agreement") executed between Vaidehi Akash Housing Private Limited ("Vaidehi") of the One Part and the Developer of the Other Part and registered with the office of the Sub Registrar of Assurances under Serial No. BDR 1- 2846 of 2007;
- Confirmation Agreement dated 3<sup>rd</sup> February, 2010 ("the Confirmation Agreement") executed between the Society of the First Part, Vaidehi of the Second Part and the Developer of the Third Part and registered with the office of the Sub Registrar of Assurances under Serial No. BDR 9- 2333 of 2010;
- (iii) Supplementary Agreement dated 10<sup>th</sup> February, 2010 ("the FSI Agreement") executed between the Society of the First Part, Vaidehi of the Second Part and the Developer of Third Part and registered with the office of the Sub Registrar of Assurances under Serial No. BDR 9-2334 of 2010;
- (iv) Power of Attorney dated 5<sup>th</sup> March, 2010 executed by the Society in favour of the Developer;
- (v) Letter dated 16<sup>th</sup> April, 2010 ("the Confirmation Letter") addressed by the Society to the Developer;

(vi) Agreement dated 29<sup>th</sup> January, 2011 ("the 2011 Agreement") executed between the Society of the One Part and the Developer of the Other Part and registered with the Sub Registrar of Assurances under Serial No. BDR 4-1566 of 2011;

(vii) Power of Attorney dated 29<sup>th</sup> January, 2011 registered at the office of the Sub Registrar of Assurances, Mumbai under Serial No. BDR 4-80 of 2011 executed by the Society in favour of the Developer;

Developer's initial

Purchaser's initial

- (viii) Deed of Appropriation dated 10<sup>th</sup> January, 2013 ("the First Appropriation Deed") executed between the Society and the Developer; and;
- (ix) Deed of Appropriation dated 27<sup>th</sup> April, 2013 ("the Second Appropriation Agreement") executed between the Society and the Developer.
- (d) By and under Letters of Offer dated 28<sup>th</sup> February, 2006, 20<sup>th</sup> May 2010 and lastly on 1<sup>st</sup> February, 2012 read with Letters of No Objection dated 1<sup>st</sup> July, 2006 and later on 22<sup>nd</sup> August, 2012 issued by MHADA ("MHADA Approvals"); MHADA has allowed and sanctioned the development of the said Land under the provisions of Regulation 33(5) of the D.C. Regulations in the manner as stated therein.
- (e) The Developer has drawn and submitted layout plans, building plans, elevations, sections and details of the buildings in respect of the development on the said Land to the Municipal Corporation of Greater Mumbai ("MCGM").
- (f) MCGM has granted approval to the layout plans, building plans, elevations, sections and details proposed to be constructed of the said Land on the terms and conditions as recorded under its Notification of Disapproval dated 26<sup>th</sup> December, 2011 bearing No. CE/8871/W&A/P amended on June 9, 2014 ("IOD") and Commencement Certificate dated 28<sup>th</sup> March 2008, endorsed on 11<sup>th</sup> June 2012 and thereafter re-endorsed from time to time ("CC"). Copies of the IOD and CC are annexed hereto and marked as **Annexures "A" and "B"** respectively. Copy of the layout plan of the said Land as sanctioned by MCGM is annexed hereto and marked as **Annexure "C" ("the said Plan")**.
- (g) In the course of the development of the said Land, the Developer is constructing a building on the said Land comprising of rehabilitation wings and free sale wings. The said Land is demarcated by red colour boundary line on the said Plan annexed at **Annexure "C"**. The Developer presently proposes to construct 8 (eight) rehabilitation wings ("Rehab Buildings") for the rehabilitation of 480 (four hundred eighty) members of the Society on a portion of the said Land ("Rehab Land") which is demarcated in yellow colour boundary line on the said Plan annexed at **Annexure "C"**.
- (h) The Developer presently proposes to construct 8 (eight) free sale wings to be collectively known as "**Elements**" ("Free Sale Buildings") on a portion of the said Land ("Free Sale Land") which is demarcated in blue colour boundary line on the said Plan annexed at **Annexure "C"**, each presently comprising of 15 floors. The Free Sale Buildings will have a separate entrance and exit from the Free Sale Land. The height of the Free Sale Buildings may be increased to 70 metres or more above the ground level and whereby the Developer will be entitled to construct additional floors on the Free Sale Buildings and will be entitled to deal with and/or dispose off the same. The Developer specifically reserves its rights and entitlements in this regard.
- (i) Pursuant to the discussions and negotiations held between the Developer and the Purchaser, the Developer has agreed to sell to the Purchaser and the Purchaser has agreed to purchase from the Developer, on ownership basis, a flat more particularly described in the **Fourth Schedule** hereunder

Developer's initial

written, hereinafter referred to as "the said Flat" and shown in red hatched lines on the typical floor plan annexed hereto and marked as **Annexure "D"** with such amenities therein more particularly mentioned in the **Third Schedule** hereunder written for a total lumpsum consideration more particularly mentioned in the **Fourth Schedule** hereunder written and hereinafter referred to as "the Consideration" payable to the Developer in the manner set out in the **Fifth Schedule** hereunder written and on the detailed terms and conditions agreed between the Developer and the Purchaser as recorded herein.

- (j) The Developer has furnished to the Purchaser the copies of all the deeds, documents and writings relating to the rights of the Developer to develop said Land (including the Transaction Documents) and has also furnished to the Purchaser copies of all the approvals and sanctions (including the said Plan) obtained by the Developer from MHADA, MCGM, Ministry of Environment and Forests ("MOEF") and all other statutory and relevant authorities for the development of the said Land. The Purchaser has duly examined and verified the same through his lawyers and technical advisors and is satisfied with the same and on the basis thereof has agreed to purchase the said Flat.
- (k) Copy of the Title Certificates dated February 10, 2015 issued by M/s Wadia Ghandy & Co., Advocates & Solicitors of the Developer certifying the title of the Developer to develop the said Land is annexed hereto as **Annexure "E"**. The Purchaser has duly examined and verified the same through his lawyers and is satisfied with the same and on the basis thereof has agreed to purchase the said Flat. Copy of the Property Register Cards of the said Land are also annexed hereto and marked collectively as **Annexure "F"**.

Now therefore, in consideration of the foregoing and the mutual covenants and promises contained herein and other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the Parties intending to be bound legally, agree as follows:

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-**

1. **Transaction**

- 1.1 The Developer has agreed to sell to the Purchaser and the Purchaser has agreed to purchase from the Developer, on ownership basis, the said Flat, being a flat more particularly described in the **Fourth Schedule** hereunder written and shown in red hatched lines on the typical floor plan annexed hereto as **Annexure "D"** for the Consideration, being the total lumpsum consideration more particularly mentioned in the **Fourth Schedule** hereunder written payable by the Purchaser to the Developer in the manner set out in the **Fifth Schedule** hereunder written and on the detailed terms and conditions agreed between the Developer and the Purchaser and as recorded herein.

The Developer shall provide to the Purchaser the said Flat with amenities as mentioned in the **Third Schedule** hereunder written.

The carpet area of the said Flat shall mean and include the areas between the bare wall surfaces in the rooms, areas including deck

Developer's initial

Purchaser's initial

with peripheral deck up-stands, and / or any other areas which the Purchaser is exclusively entitled to use. The carpet area of the said Flat is measured on a bare shell basis, which area is also indicated in the approved plan. Room dimensions and carpet area indicated is prior to application of any finishing material on any of the walls / surfaces and / or installation of any fixtures / piping etc.

- 1.4 The Purchaser is made aware that the carpet area of the said Unit may vary from the carpet area mentioned herein by +/- 3 % due to structural design and construction variances and / or column / wall sizing which may be necessitated due to design and statutory building code requirements. In the event the actual carpet area of the said Flat is less than 97 % of the carpet area mentioned herein, then the Consideration shall be proportionately reduced and the excess Consideration received by us shall be refunded (without interest thereon). In the event of increase of carpet area beyond 3% of the carpet area mentioned herein then the Purchaser/s shall be liable to pay proportionate Consideration for the differential carpet area beyond 3%. For example, if there is increase of 5% in carpet area then the Purchaser/s shall be liable to pay the proportionate Consideration for the variation of 2%. However, it is understood and clarified that no adjustment will be made to the Consideration if the difference between the actual carpet area of the said Flat and the represented carpet area is less than or equal to 3% of the carpet area mentioned herein.

- 1.5 Subject to the occurrence of the following events ("Force Majeure Events"), the Developer shall endeavour to complete the construction of the wing in which the said Flat is situated and more particularly mentioned in the **Fourth Schedule** hereunder written and hereinafter referred to as "the said Wing") on or before the date more particularly mentioned in the **Fourth Schedule** hereunder written and hereinafter referred to as the "Due Date" with a grace period of further 6 (six) months.

- 1.5.1 Non availability of steel, cement, other building material, water or electric supply; and/or
- 1.5.2 War, civil commotion or any terrorist attack/ threat; and/or
- 1.5.3 Any notice, order, rule, notification, policy of the Government and/or other public or local or competent authority and/or any other change in law which prevents the Developer from fulfilling its obligations under this Agreement; and/or
- 1.5.4 Any strike, lock-out, bandh or other like cause; and/or
- 1.5.5 Act of God, which includes earthquake, cyclone, tsunami, flooding and/or any other natural disaster or unforeseen naturally occurring event; and/or
- 1.5.6 Any event beyond the reasonable control of the Developer; and/or
- 1.5.7 Any restrain and/or injunction and/or prohibition order of

बद्र - ४		
Buyer	By	324
Date		

bcy

Developer's initial

Purchaser's initial

any Court and/or any other judicial or quasi-judicial authority and/or any statutory authority; and/or

- 1.5.8 Any delay in getting further approvals, permissions and sanctions from the relevant and statutory authorities including the occupation certificate from the relevant authorities.

- 1.6 The Developer shall, upon issuance of occupation certificate by the MCGM for the said Wing inform the Purchaser in writing ("Possession Notice") for taking possession of the said Flat within 30 (thirty) days from the date of such notice ("Possession Date") provided the Purchaser has paid the Consideration in full and all other amounts due and payable under this Agreement / pursuant to this transaction and has complied with all provisions of this Agreement and has executed all necessary documents / applications in respect thereof.

## 2. Parking Spaces

- 2.1 The provision for the parking of vehicles in the Free Sale Buildings shall be in the basement and stilt of the said Land and on the podium level of the Free Sale Buildings ("the said Parking Areas"). The said Parking Areas shall have a separate entry and exit.

The Developer shall be fully entitled and shall have the exclusive right and discretion to allot (for the purposes of use of) the parking space(s) in the said Parking Areas to the purchaser of premises in the Free Sale Buildings in such manner as it deems fit.

Such allotment, of a space designated for parking vehicles would entitle the Purchaser only to an exclusive use of a particular parking space vis-à-vis the said Flat as a limited common area and facility ("the said Parking Space"). Any reference to allotment of the said Parking Space in this Agreement shall mean the exclusive right of the Purchaser to the said Parking Space allotted to the Purchaser vis-à-vis the said Flat as a limited common area and facility and nothing further and the same shall in no manner be construed as a sale or disposal of the said Parking Space.

- 2.4 The said Parking Space, allotted to the Purchaser vis-à-vis the said Flat forms an integral part of the said Flat and cannot be dealt with separately in isolation from the said Flat by the Purchaser.

- 2.5 The Purchaser is aware that similar exclusive usage rights of the respective parking spaces to other purchasers of flats shall be granted by the Developer and that the same shall be binding on the Purchaser, his/her/their assigns and nominees. The details of the allotment of the said Parking Areas will be handed over to the Free Sale Buildings Society (as defined hereinbelow).

## Common Areas and Common Amenities

3.1 The common areas, amenities and infrastructural facilities for the said Free Sale Land (including for the said Free Sale Buildings constructed thereon) as shall be provided by the Developer are

Developer's initial

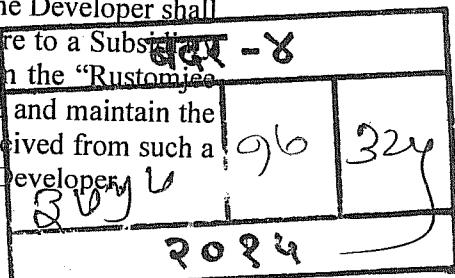
Purchaser's initial

described in the **Second Schedule** hereunder written for the use and enjoyment of the occupants of the Free Sale Buildings only. It is agreed that all the rights, title, interest in the common areas (as are described in the **Second Schedule** hereunder written) will continue to vest with the Developer and that the Purchaser will not have any right, title, interest in respect of the same and shall only have permitted use thereof together with the other occupants in the said Free Sale Buildings. The Purchaser along with other occupants of the said Free Sale Buildings will comply with all the terms and conditions as shall be framed by the Developer and/or the Free Sale Buildings Society (as defined hereinbelow) for the use and maintenance of such common areas, amenities and infrastructural facilities including the payment of the contribution for the upkeep and maintenance of such common areas, amenities and infrastructural facilities.

- 3.2 The Purchaser is further aware that the Developer will also make available common areas, amenities and infrastructural facilities for the use and enjoyment of the occupants of the ~~Free Sale Buildings~~ only and the Purchaser or the other occupants of the ~~Free Sale Buildings~~ shall not have any right to use ~~such common areas, amenities and infrastructural facilities~~.
- 3.3 The Developer has informed the Purchaser and the Purchaser is aware and it is expressly agreed that all the common areas, amenities and infrastructural facilities agreed to be provided by the Developer in the said Free Sale Land and Free Sale Buildings (as stated in the Second Schedule) are tentative in nature ~~and subject to change~~ and may undergo changes from time to time. The Purchaser will accept the common areas, amenities and infrastructural facilities as may be provided by the Developer in the said Free Sale Land and/or the Free Sale Buildings and will not hold the Developer responsible or liable in any manner whatsoever with regard to any changes and/or variations thereof. The Purchaser hereby expressly consents to such changes from time to time.

#### 4. Fitness Centre

- 4.1 The Developer intends to construct a fitness centre on a portion of the said Free Sale Buildings ("the Fitness Centre").
- 4.2 The Developer has informed the Purchaser that it shall construct the Fitness Centre by using the Floor Space Index ("FSI") and shall pay premium for such FSI use to the concerned authorities. Accordingly, the said Fitness Centre is not a common area and facility and/or a common amenity and will always remain separate and independent. The Purchaser confirms and acknowledges the same.
- 4.3 The Developer has informed the Purchaser that the Developer shall be entitled to sell/ lease/ license the Fitness Centre to a Subsidiary Company or any other Company or entity within the "Rustomjee Group" ("the Fitness Centre Entity") to operate and maintain the Fitness Centre. The consideration / rent / fees received from such a sale/ lease/ license shall belong absolutely to the Developer.



Developer's initial

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- 4.4 The title of the said Fitness Centre and the amenities/facilities therein shall vest with the Fitness Centre Entity who will be entitled to manage and deal with and dispose off the same in such manner as may be determined by it. All fees or otherwise as payable by the members of the Fitness Centre and/or their guests shall belong absolutely to the Fitness Centre Entity.
- 4.5 On the formation of the Free Sale Buildings Society (as defined hereinbelow), the Fitness Centre Entity shall be admitted as a member of the Free Sale Buildings Society (as defined hereinbelow) with respect to the said Fitness Centre.
- 4.6 The Purchaser is further aware that the said Fitness Centre shall be accessible only by way of a separate entrance and exit.
- 4.7 The said Fitness Centre will admit members on the terms and conditions as formulated by the Fitness Centre Entity and will be subject to the discretion of the Fitness Centre Entity. The membership will be open for all the occupants of the said Free Sale Buildings and also outsiders on the payment of such membership fee and/or charges ("Fitness Centre Fees") as may be decided by the Fitness Centre Entity and the same shall be appropriated by the Fitness Centre Entity to its own account. The Fitness Centre Entity shall frame the necessary rules and regulations for the operation of the said Fitness Centre.

#### Rights and Entitlements of the Developer

The rights and entitlements of the Developer with respect to the said Land are as stated herein below and the same are always reserved by the Developer:-

It is expressly agreed that the right of the Purchaser under this Agreement is only restricted to the said Flat agreed to be sold by the Developer to the Purchaser subject to payment of the Consideration and all the monies stipulated herein / monies payable pursuant to this transaction and all other premises in the Free Sale Buildings shall be the sole property of the Developer and the Developer shall be entitled to sell, transfer and/or deal with and dispose of the same without any reference or recourse or consent or concurrence from the Purchaser in any manner whatsoever.

- 5.2 Until the formation of the Free Sale Buildings Society (as defined hereinbelow) and till the execution of the Deed of Sub-Lease and/or the Deed of Assignment and/or causing the execution of a Deed of Lease (by MHADA) and/or transfer in any manner whatsoever of the Free Sale Land (in whole or in part) in favour of the Free Sale Buildings Society (as defined hereinbelow), the Purchaser shall not be permitted to sell, transfer, lease and/or license and/or part with the possession of the said Flat or any part thereof to any person and/or assign or transfer his/her/its interest under this Agreement to any person without the prior written consent of the Developer.

- 5.3 In the event of the Purchaser intending to sell, transfer and assign the said Flat and/or his/her/its rights under this Agreement with respect to the said Flat, the Purchaser shall be obliged and / or



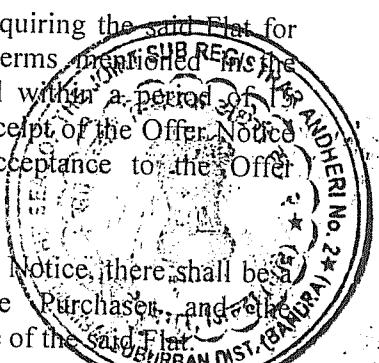
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confirms to do the following:-

- 5.3.1 Without prejudice to the obligation of the Purchaser to seek the prior written consent of the Developer, in case the Purchaser intends to sell and transfer the said Flat to any third party, then the Developer will have a pre-emptive right to purchase the said Flat.
- 5.3.2 In this regard, the Purchaser shall send a written notice ("Offer Notice") to the Developer stating therein that the Purchaser proposes to sell and transfer the said Flat and shall also furnish to the Developer the details of the name of the party (being the proposed purchaser), the consideration and the payment terms thereof. It may be noted that the third party (being the proposed purchaser) should be reputable and respectable.
- 5.3.3 If the Developer is desirous of acquiring the said Flat for the consideration and payment terms mentioned in the Offer Notice, the Developer shall within a period of 15 (fifteen) working days from the receipt of the Offer Notice ("Offer Period"), provide its acceptance to the Offer Notice ("the Acceptance Notice").  

- 5.3.4 On the issuance of the Acceptance Notice, there shall be concluded contract between the Purchaser, and the Developer for the purchase and sale of the said Flat.
- 5.3.5 Upon the Purchaser receiving the Acceptance Notice, the Developer and the Purchaser shall within a period of 30 (thirty) working days from the date of the Acceptance Notice, effectuate the transfer and sale of the said Flat in favour of the Developer for the consideration and on the payment terms provided in the Developer's Acceptance Notice.
- 5.3.6 The Developer will be entitled to waive the pre-emptive right to purchase the said Flat; in which case, the Purchaser shall pay to the Developer and the Developer shall be entitled to receive a sum equal to 2% (per cent) of the consideration amount (as informed in the Offer Notice) for the sale and transfer of the said Flat to third party purchaser (as informed in the Offer Notice).
- 5.3.7 In the event the Developer waives it's pre-emptive right to purchase the said Flat (as stated in sub-clause 5.3.6 above), then in such a case, the Purchaser shall be entitled to transfer and sell the said Flat to a third party (as informed in the Offer Notice) for which purpose he/she/it shall within 60 (sixty) working days from the expiry of the Offer Period; effectuate the sale and transfer of the said Flat, at the same or higher price and on the same terms and conditions as stated in the Offer Notice. If the sale and transfer of the said Flat to a third party (as informed in the Offer Notice) is not entered into within the period of 60 (sixty) working days from the expiry of the Offer Period, then the right of the Purchaser to sell and transfer said Flat

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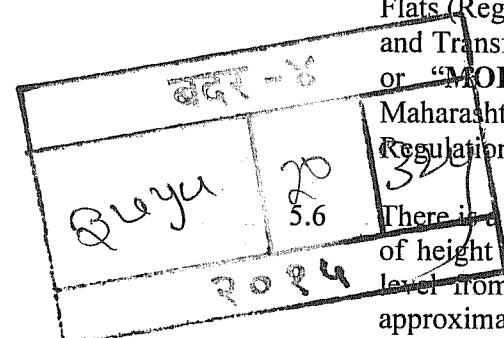
Developer's initial

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will lapse and then the procedure set out in this Clause will again have to be followed.

- 5.3.8 If the sale and transfer of the said Flat to a third party (as informed in the Offer Notice) is entered into within the period of 60 (sixty) working days from the Offer Period, then such third party transferee will be bound by the terms and conditions of this Agreement and will execute a deed of adherence in this regard in favour of the Developer.
- 5.4 The Developer shall be entitled to utilise the entire unconsumed and residual Floor Space Index ("FSI"), if any, that may be available to it in respect of the said Land, and the entire increased, additional, future and extra FSI (whether by way of availability of FSI from the layout of the said Land and/or purchase of FSI from the authorities by payment of premium or price and/or the change of law and policy and/or the purchase of Transfer of Development Rights ("TDR") and/or floating FSI) before the formation of the Free Sale Buildings Society (as defined hereinbelow) and/or even post formation of the Free Sale Buildings Society (as defined hereinbelow) and/or even after the execution of the Deed of Sub-Lease and/or the Deed of Assignment and/or causing the execution of a Deed of Lease (by MHADA) and/or transfer in any manner whatsoever of the Free Sale Land (in whole or in part) in favour of the Free Sale Buildings Society (as defined hereinbelow);

The Developer shall be entitled to amend, vary, deviate and/or change the said Plan, building plans, elevations, sections and details with respect to the building/s proposed to be constructed on the said Land and other sanctions, approvals and permissions accorded by the relevant statutory authorities (from time to time) as may be necessary either because of the Developer deciding to construct additional floor/s or additional premises in the said Wing or additional wing/s to the Free Sale Buildings or any other building or additional buildings or semi-detached building as the Developer deems fit including on account of the Developer deciding to use the balance FSI of the said Land or any part thereof or a part or additional part of the TDR of the reservations, if any, on the said Land or on account of the increase in the FSI in the locality or FSI available by paying premium or price to authorities or additional FSI becoming available on account of acquisition of TDR, change in law or policy or otherwise howsoever. The Purchaser hereby consents to the above and the said consent shall for all purposes be considered as the Purchaser's consent contemplated under the provisions of Section 7(1) (i) & (ii) and the other applicable provisions of the said Maharashtra Ownership Flats (Regulation of Promotion of Construction, Sale, Management and Transfer) Act, 1963 ("hereinafter referred to as "the said Act" or "MOFA") and the other applicable provisions of the Maharashtra Regional Town Planning Act, 1966 and the D.C. Regulations.

  
There is a possibility of permissions being accorded for an increase of height of the Free Sale Buildings to 70 meters above ground level from the present height of the Free Sale Buildings being approximately 52.05 meters above ground level in which case the Developer shall be entitled to construct such additional floors on

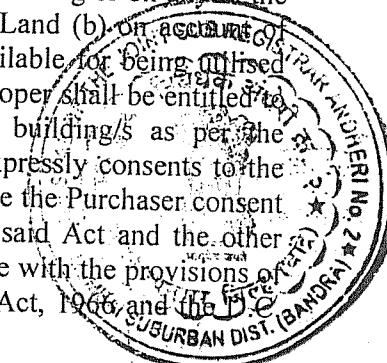


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- the Free Sale Buildings (including the said Wing) by utilization of the full development potential of the said Land in the manner it deems fit and proper. The Purchaser hereby consents to the above and the said consent shall for all purposes be considered as the Purchaser's consent contemplated under the provisions of Section 7(1) (i) & (ii) and the other applicable provisions of the MOFA and the other applicable provisions of the Maharashtra Regional Town Planning Act, 1966 and the D.C. Regulations.
- 5.7 The Developer shall be entitled to include the FSI of the adjoining plots of land in the layout of the said Land and in this regard may cause the amalgamation of the said Land or any part thereof with any adjoining plots of land as may be deemed fit and proper by the Developer.
- 5.8 If the FSI, by whatever name or form is increased (a) in respect of the said Land and if additional construction (i.e. more than what is envisaged at present) is possible on the said Wing or on any of the other Free Sale Buildings and/or the said Land (b) on account of TDR (or in any other similar manner) available for being utilised or otherwise, then in such event, the Developer shall be entitled to construct such additional floors, wing/s, building/s as per the revised building/s plans. The Purchaser expressly consents to the same. This consent shall be considered to be the Purchaser's consent contemplated by Section 7 (1) (ii) of the said Act and the other provisions of the said Act and in accordance with the provisions of the Maharashtra Regional Town Planning Act, 1966 and the D.C. Regulations.
- 5.9 The Developer shall be at liberty to enter into any agreement for sale for any other area / flats in the said Wing and other Free Sale Buildings to be constructed on the Free Sale Land.
- 5.10 The rights retained by the Developer under this Agreement in terms of exploitation of the present and future development rights with respect to the said Land (and/or portion thereof) shall continue even after the execution of the Deed of Sub-Lease and/or the Deed of Assignment and/or causing the execution of a Deed of Lease (by MHADA) and/or transfer in any manner whatsoever of the said Land and/or the Free Sale Land (in whole or in part) in favour of the Free Sale Buildings Society (as defined hereinbelow).
- 5.11 The Developer shall always have a right to get the benefit of additional FSI for construction from sanctioning authorities and also to make the additions, alterations, raise storeys or put up additional structures as may be permitted by sanctioning authorities and other competent authorities and such additional structures and storeys will be the sole property of the Developer alone who will be entitled to use the terrace/s including the parapet wall for any purpose including display of advertisements and sign boards and for such purpose may utilize any common facility or amenity such as water, electricity etc. available in the said Flat to which the Purchaser shall not have any right to object, and it is expressly agreed that the Developer shall be entitled to put signage to reflect the name of "Rustomjee" / "Elements" by Rustomjee (as desired by the Developer) on the said Land or on the buildings to be constructed thereon or any part thereof including the terrace and



Developer's initial

Purchaser's initial

the said signage may be illuminated or comprising neon sign and for that purpose the Developer is fully authorized to allow temporary or permanent construction or erection or installation either on the exterior of the buildings, as the case may be and the Purchaser agrees not to object or dispute or cause obstruction to the same. The Developer shall be entitled to install its logo and/or the name of the project in one or more places in or upon the Free Sale Buildings to be constructed including the said Wing and the Developer reserves to itself full and free right of way and means and access to such place or places for the purpose of repair, painting or changing the logo.

- 5.12 The location of the said Wing, the common areas, amenities and infrastructural facilities in the Free Sale Land and in the Free Sale Buildings (as stated in the Second Schedule) is provisional. The Developer is entitled and irrevocably authorized to alter/modify the layout of the said Land, including for altering, relocating or reshaping the common areas, amenities and infrastructural facilities shown in the presently approved sanctioned plans. The Purchaser expressly consents to the same. This consent shall be considered to be the Purchasers consent contemplated by Section 7 (1) (ii) of the Act and the other provisions of the said Act and in accordance with the provisions of the Maharashtra Regional Town Planning Act, 1966 and the D.C. Regulations.



Till the entire development of the said Land to its full development potential is completed, the Purchaser shall not interfere in any manner in any work of development or construction and the Developer alone shall have full control, absolute authority and say over the allotted areas, roads, open spaces, gardens, infrastructural facilities, recreation facilities and/or any other common facilities or the amenities to be provided in the said Land and the Purchaser shall have no right or interest in this regard.

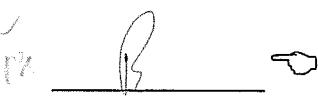
- 5.14 The Purchaser is aware that the Developer will be developing the said Land in a phase wise manner on such terms and conditions as the Developer may deem fit and shall be entitled to all the benefit of FSI or any such entitlements for the more beneficial and optimum use and enjoyment of the same in such manner as the Developer deems fit and the Developer shall be entitled to grant, offer, upon or in respect of any portion of the said Land, to any third party all such rights, benefits, privileges, easements etc. including right of way, right to draw from or connect to all drains, sewers, installations and/or services in the said Land in such manner as may be desired by the Developer and the Purchaser expressly and irrevocably consents to the same.

- 5.15 The Developer shall be at liberty to sell, assign, transfer, lease, mortgage or otherwise deal with its right, title and interest in the said Land (including the Free Sale Land and/or the Free Sale Buildings constructed thereon), provided that the same does not in any way materially prejudice the right of the Purchaser in respect of the said Flat. The Purchaser shall have no objection to the same and hereby gives his/her/their express and irrevocable consent for the same. The Developer has already created a mortgage and security interest with respect to the saleable areas of the Free Sale Land and the development rights with respect to the Free Sale
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Purchaser's initial

Land and the Free Sale Buildings and the same is duly disclosed to the Purchaser and the Purchaser hereby consents and concurs with the same.

- 5.16 The Developer shall have the right to raise finance/loan from any financial institution/bank and to create mortgage, charge, securitization of receivables, provided that the same does not in any way materially prejudice the right of the Purchaser in respect of the said Flat. The Purchaser shall have no objection to the same and hereby gives his express and irrevocable consent for the same. The Developer has already created a mortgage and security interest with respect to the saleable areas of the Free Sale Land and the development rights with respect to the Free Sale Land and the Free Sale Buildings and the same is duly disclosed to the Purchaser and the Purchaser hereby consents and concurs with the same.
- 5.17 The Developer shall be entitled to make variations in the ~~amenities and specifications, service and utility connections, facilities and underground water tanks, pumps, recreation areas~~ and their dimensions in the manner as may be decided required by Developer and/or the relevant statutory authority.
- 5.18 The Developer shall have the right to designate any space on the said Land to third party service providers for the purpose of facilitating the provision and proper maintenance of utility services to be availed by the occupants of the buildings that may be developed on the said Land. The Developer shall also be entitled to designate any space in the said Land to such electricity utility provider either on leave and license or leasehold basis for the purpose of installing power sub-stations with a view to service the electricity requirement in the said Land and the buildings constructed thereon.
- 5.19 Notwithstanding the other provisions of this Agreement, the Developer shall be entitled to nominate any person including itself or any of its subsidiaries ("Maintenance Agency"), to manage the operation and maintenance of the common areas, amenities and infrastructural facilities on the said Land and/or the Free Sale Buildings for a period of at least 10 (ten) years after the completion of the development of the said Land (as determined by the Developer). The Developer shall have the authority and discretion to negotiate with such Maintenance Agency and to enter into and execute formal agreement/s in this regard. All the costs, expenses, fees and charges incurred in the operation and maintenance of the common areas, amenities and infrastructural facilities on the said Free Sale Land and/or the Free Sale Buildings shall be borne and paid by the occupants of the Free Sale Buildings on a pro rata basis and as shall be determined by the Developer.
- 5.20 In such event, the Purchaser agrees to abide by any and all terms, conditions, rules and/or regulations that may be formulated by the Developer or the Maintenance Agency (including for the smooth working and proper use of the amenities and facilities), including without limitation, payment of the Purchaser's share of the service, maintenance charges that may become payable with respect to the operation and maintenance of the common areas, amenities and facilities on the Free Sale Land and Free Sale Buildings.

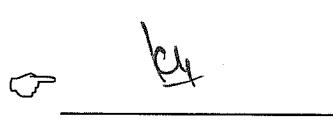
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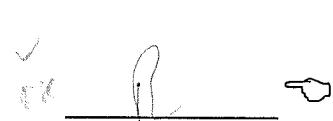
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constructed thereon. The Purchaser further undertakes and agrees that the Free Sale Buildings Society (as defined hereinbelow) shall abide by the terms and conditions maintenance agreement, if any, executed between the Developer and the Maintenance Agency, by executing a Deed of Adherence immediately upon its formation.

- 5.21 The service areas as may be located within the Free Sale Buildings, as the case may be, shall be earmarked by the Developer including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire-fighting pumps and equipment etc. and other permitted uses as per zoning plans/building plans. The Purchaser shall not be permitted to use the service areas etc. in any manner whatsoever and the same shall be reserved by the Developer for rendering maintenance services.
- 5.22 The Developer shall have the exclusive right to display/ control signage of the name "Rustomjee" and/ or "Elements", and all other allied forms of signage whatsoever within the Free Sale Land and on the Free Sale Buildings to be constructed thereon.
- 5.23 The Developer shall also be entitled to construct a sub-station for electricity supply, office for the Free Sale Buildings Society (as defined hereinbelow), covered and enclosed garage in the open compound, underground and overhead tanks, structures, watchman's cabin, toilet units for servants, septic tanks and soak pits, sewerage treatment plants, location of which are not particularly marked on the building plans. The Purchaser shall not interfere with the rights of the Developer by raising any disputes in the Court of Law under Section 7 and Section 7A of the said Act and/or any other provisions of any other applicable law. The Developer shall always be entitled to sign undertakings and indemnities on behalf of the Purchaser as required by any authority of the State or Central Government or competent authorities under any law concerning authorities of buildings or implementation of the scheme for the development of the said Land.
- 5.24 The Purchaser acknowledges that the Developer is entitled to optimum and beneficial utilization of the FSI and entitlements of the said Land including the user thereof and in context thereto is aware that the Developer may in its sole discretion construct and develop on any portion of the said Land, premises / buildings for shops, commercial, retail, service apartments and / or such other use as the Developer may in its sole discretion deem fit for development and the Purchaser hereby irrevocably consents to the same.
6. Free Sale Buildings Society
- 6.1 The Purchaser along with other purchasers of premises in the Free Sale Buildings shall join in forming and registering either an individual society for each of the Wings or a composite society for all the Wings (hereinafter collectively referred to as "**the Free Sale Buildings Society**"), the manner and name whereof the Developer may decide and which will be approved by the Registrar of Co-operative Societies as the case may be and for this purpose also from time to time sign and execute the application for registration



Developer's initial



Purchaser's initial

and for membership and other papers and documents necessary for the formation and registration of the Free Sale Buildings Society and for becoming a member, including adoption of the bye-laws of the proposed society and shall duly fill in, sign and return them to the Developer within 7 (seven) days of the same being forwarded by the Developer to the Purchaser, so as to enable the Developer to register the organization of the purchasers, under Section 10 of the said Act within the time limit prescribed by Rule 8 of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, sale, Management and Transfer) Rules, 1964.

- 6.2 The Developer intends to have separate societies for the Rehab Buildings and the Rehab Land and for the Free Sale Buildings and the Free Sale Land. The Developer shall decide the nature of the title to be conferred under the provisions of the said Act either on the apex body comprising individual societies to be constituted of the purchasers of the premises in the Free Sale Buildings and of the members of the Society or individually in favour of the society / societies to be constituted of the purchasers of the premises in the Free Sale Buildings and individually in favour of the members of the Society.
- 6.3 Only upon the completion of the full development of the said Land and the exploitation of the full development potential of the said Land by the Developer in the manner as stated in this Agreement and only after all flats and other premises in the Free Sale Buildings constructed on the Free Sale Land are sold and disposed of and the entire sale proceeds and dues have been received by the Developer, as provided in this Agreement and there is no breach of the performance of any of the terms and conditions under the respective agreements executed with purchasers of premises in the Free Sale Buildings and the Developer, the necessary transfer deed (which can either be lease and/or sub-lease and/or assignment and/or execution of lease by MHADA and/or such manner of transfer as may be decided by the Developer) will be executed by the Developer in favour of the Free Sale Buildings Society to be formed of the individual Wing and/or of all the Wings comprised in the Free Sale Buildings with respect of the Free Sale Land and/or the portions thereof together with the Free Sale Buildings thereon reserving therein all the rights of the Developer in terms of this Agreement. The transfer deed in favour of the Free Sale Buildings Society shall identify the FSI utilised to construct the Free Sale Buildings and the transfer deed shall be restricted only to the extent of such FSI and not to the balance and/or future FSI (which shall continue to remain vested in the Developer) and such transfer deed shall be pertaining to the Free Sale Land or any part thereof.
- 6.4 The Free Sale Buildings Society shall function as per the rules, regulations and bye laws framed by the Developer. All the development potential of the said Land including the existing and future FSI and/or TDR to arise in any manner whatsoever shall always stand vested in the Developer and the Developer shall always be entitled to utilize and exploit the same on the said Land or any part thereof and/or upon the Free Sale Buildings constructed thereupon in such manner as it deems fit before or post execution of the transfer documents pertaining to the Free Sale Land or any

Developer's initial

part thereof till the entire development of the said Land has been completed.

6.5 The Purchaser shall observe and perform all the rules and regulations and bye-laws of the Free Sale Buildings Society on its formation and the additions, alterations and amendments thereof that may be made from time to time for protection and maintenance of the said Flat, the said Wing and the premises therein and for the performance and observance of building rules, regulations and bye-laws for the time being of the concerned local authority, government or public bodies. The Purchaser shall also observe and perform all the terms and stipulations laid down by the Free Sale Buildings Society regarding occupation and use of the said Flat and shall pay outgoings in accordance with the terms of this Agreement.

6.6 The rights of the Purchaser shall be restricted only to the said Flat.

6.7 It is hereby agreed that even after the Free Sale Buildings Society has been formed and the transfer deed is executed in favour of the Free Sale Buildings Society, the Developer shall have full right and authority to develop the said Land and use the entire balance FSI in respect of the said Land as also additional FSI that may be obtained as and by way of TDR and/or under the other provisions of the D.C. Regulations and shall be entitled to utilize the same for its benefit in development of the said Land, till the entire development of the said Land has been completed; and that the Purchaser and/or the Free Sale Buildings Society shall have no right of any nature whatsoever in respect thereof.

The Developer shall have the right, without any approval from any Purchaser or the Free Sale Buildings Society to make any alterations, additions, improvements or repairs whether structural or non-structural, interior or exterior, ordinary or extra ordinary in relation to any unsold Flat(s) within the Free Sale Buildings and the Purchaser hereby consents that the Purchaser and the Free Sale Buildings Society shall not raise any objections or make any claims on this account. The Developer shall not be liable to pay any non-occupancy or maintenance or any other charges whatsoever in respect of such unsold Flats. As and when called upon by the Developer; the Free Sale Buildings Society shall admit as members such persons as may be informed by the Developer as the purchasers for such unsold Flats or shall admit the Developer as a member for the unsold Flat. The Developer shall not be liable or required to pay any transfer fees / charges and / or any amount, compensation whatsoever to the Free Sale Buildings Society for the sale/allotment or transfer of the unsold Flat (s) etc. in the said Free Sale Buildings even after the transfer deed is executed in favour of the Free Sale Buildings Society;

6.9 It is hereby agreed between the Developer and the Purchaser that at the time of the formation of the Free Sale Buildings Society, the Purchaser and/or the Free Sale Buildings Society shall reimburse to the Developer any refundable deposits paid by the Developer to various statutory authorities including MCGM and/or MHADA in respect of the Free Sale Buildings and the infrastructure and development for the Free Sale Buildings;



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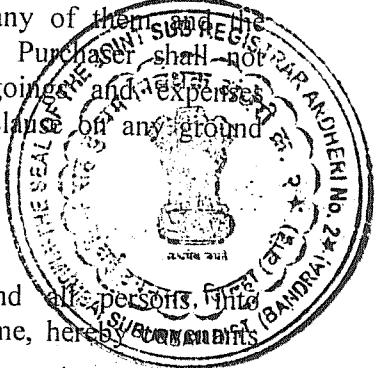
Purchaser's initial

6.10 The Purchaser hereby agrees regularly every month on or before the 5<sup>th</sup> day of every month beginning from the month following the month of the Possession Notice (irrespective of whether or not the Purchaser has taken possession of the said Flat), to pay to the Developer until the complete administrative and management control of the Free Sale Land with the Free Sale Buildings thereon is handed over by the Developer to the Free Sale Buildings Society, such proportionate share as may be determined by the Developer and all other outgoings and expenses, provisions for depreciation and sinking fund and all outgoings and expenses of management, upkeep, maintenance and repairs of the Free Sale Buildings on the Free Sale Land and common areas, amenities and infrastructure on the Free Sale Land including the common lights, common sanitary and other utility services, garden and other services and amenities, remuneration, salaries and wages to watchmen, supervisors, sweepers, gardeners and other persons employed for the aforesaid purposes or any of them and the collection charges in respect thereof. The Purchaser shall not withhold payment of the aforesaid outgoings and expenses demanded from the Purchaser under this clause on any ground whatsoever.

#### 7. Covenants of the Purchaser

The Purchaser itself with the intention to bind all persons, firms whomsoever hands the said Flat may hereafter come, hereby covenants with the Developer as follows:-

- 7.1 The Purchaser shall maintain the said Flat at the Purchaser's own cost in good and tenantable state of repairs and conditions from the Possession Date and the Purchaser shall not do or suffer to be done anything in the said Flat or to the Free Sale Buildings or staircase or any passages therein which may be against the sanctioned plans and/or any of the terms of the IOD/CC or the Occupation Certificate or any law or any rules, regulations or notifications issued by the concerned Government or local or other authority and the Purchaser shall not change or alter or make additions in or to the said Flat without the prior written permission of the Developer;
- 7.2 The said Flat shall be used only for residential use and purpose and for no other purpose whatsoever;
- 7.3 The Purchaser shall not store or permit to be stored in the said Flat any goods or articles which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said Wing or storing of which goods or articles is objected to by the concerned Government, local or other authority and the Purchaser shall not keep any article in the common passages, lifts, staircases, landings, entrance lobbies, refuge floors, terraces or any other common areas on the said Free Sale Land and the said Wing thereon and the Purchaser shall not display or permit display of any sign boards, hoardings or advertisements on the exterior of the said Flat or of the building façade or in the common areas on the said Free Sale Land and the said Wing thereon and the Purchaser shall not carry or cause to be carried to upper floors any



Developer's initial

Purchaser's initial

heavy packages which may damage or are likely to damage the lift, staircases, common passages or structure of the said Wing , including entrance of the said Wing;

- 7.4 The Purchaser shall carry out at his/her/its own costs all internal repairs to the said Flat and maintain the said Flat in good condition and the Purchaser shall not do or suffer to be done anything in or to the said Wing or in the said Flat which may be against the sanctioned plans and approvals, rules and regulations of the concerned local authority or public authority and in the event of the Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority;
- 7.5 The Purchaser shall not demolish or cause to be demolished the said Flat or any part thereof nor at any time make or cause to be made any additions or alterations of whatever nature in or to the said Flat or any part thereof nor any alteration in the elevation, external façade, cornices, lighting and outside colour scheme of the said Wing and the Purchaser shall not fix grills or projections, whether of a temporary or permanent nature including but not limited to awnings, rain sheds, balcony extensions, television antennae, telecommunication apparatus and allied fixtures on the exterior of the said Flat and the Purchaser shall not decorate or alter the exterior of the said Flat in any manner whatsoever;

The Purchaser shall use the allotted Parking Space/ additional parking space(s) for parking the Purchaser's vehicles alone;

The Purchaser shall keep the sewers, drains and pipes in the said Flat and appurtenance thereto in good tenantable repairs and condition and in particular, support shelter and protect the other parts of the said Wing and the Purchaser shall not chisel or in any other manner damage columns, beams, walls, slabs or R. C. C. Pardis or other structural members in the said Flat;

- 7.8 The Purchaser shall not enclose the passages, if any, forming part of the said Flat;
- 7.9 The Purchaser shall not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the said Free Sale Land;
- 7.10 The Purchaser shall bear and pay all the local taxes, property taxes, lease rent, water charges, dues, cess, outgoings and such other levies, if any together with increases thereof (from time to time) which are imposed by the MCGM and/or MHADA and/or other local authorities and/or Government and/or other public authorities proportionate to the said Flat;
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7.11 The Purchaser shall on demand, deposit with the Developer his/her/its proportionate share towards the installation of water meter and electric cable meter and/or any other deposit to be paid by the Developer to the local authority or body concerned and/or any other concerned authority;

Developer's initial

Purchaser's initial

- 7.12 Upon possession of the said Flat being delivered to the Purchaser, the Purchaser shall be entitled to use and occupy the said Flat and the Purchaser shall have no claim against the Developer in respect of any item of work in the said Flat or in the said Wing or on the said Free Sale Land which may be alleged to be defective or incomplete or undone;
- 7.13 Notwithstanding anything to the contrary stated herein, (a) the Purchaser shall not be entitled to carry out any modifications and/or alterations and/or changes in the columns, beams, slabs or R.C.C. Pardis, other structural portions, façade of the said Wing, plumbing, electrical and/or service / utility points / lines in the said Flat and/or said Wing in any manner whatsoever or howsoever; and (b) subject to (a) above, the Purchaser may only refurbish the said Flat only after the Purchaser has taken the prior written approval of the Developer and the plans in connection therewith. The Purchaser will follow the guidelines formulated by the Developer in connection with such refurbishment.
- 7.14 The Purchaser shall observe and perform all the rules and regulations and bye-laws which the Free Sale Buildings Society may adopt at its inception and additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the Free Sale Buildings and/or the Free Sale Land and/or the said Flat therein and for observance and performance of the building rules, regulations and laws for the time being in force of the concerned local authority and of government and other public bodies and authorities. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Free Sale Buildings Society regarding the occupation and use of the said Flat in the said Wing on the said Free Sale Land and the Purchaser shall pay and contribute regularly and punctually towards the taxes, expenses and outgoings in accordance with the terms of this Agreement;
- 7.15 The Purchaser shall comply with and carry out, from time to time, all the requirements, requisitions, demands and repairs which are required by any development authority /municipal authority / Government or any other competent authority in respect of the said Flat and/or the said Wing or the Free Sale Buildings and/or the common areas, facilities and infrastructural facilities in the said Free Sale Land at his/her/its cost;
- 7.16 The Purchaser shall also sign and execute such forms and applications as may be required or called upon by the Developer to form the Free Sale Buildings Society as stated herein and/or admit and enrol the Purchaser as the member of the Free Sale Buildings Society;
- 7.17 The Purchaser shall permit the Developer and its architects, surveyors and agents with or without workmen and others upon reasonable notice given by the Developer to the Purchaser (emergencies excepted), to enter upon the said Flat, the said Wing and the Free Sale Land or any part thereof to view and examine the state and condition thereof and execute any works required therein;
- 7.18 The Purchaser is aware and acknowledges that the Developer is

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entitled to sell, lease, sub-lease, give on leave and license basis or otherwise dispose of and transfer the flats, dwellings, floor area, units, apartments, comprised in the Free Sale Buildings to be constructed by the Developer on the said Free Sale Land and the Purchaser undertakes that it shall not be entitled to raise any objection with respect to the same.

7.19 The Purchaser shall indemnify and keep indemnified the Developer, its directors, agents, executives and officers and keep them fully indemnified by and against any action, damages or loss due to breach of any terms and conditions and/or the covenants given by the Purchaser under this Agreement for which the Purchaser shall be solely liable and responsible.

7.20 The Purchaser confirms that the Developer shall not be liable or responsible in any manner whatsoever for any commission to be paid by the Purchaser to any sales organizer and/or broker for services rendered by such person to the Purchaser whether in or outside India for acquiring the said Flat for the Purchaser and no such commission shall be deductible from the amount of the Consideration agreed to be paid to the Developer for the said Flat. Further the Purchaser undertakes to indemnify and hold the Developer and its directors, executives, agents free and harmless from and against any or all liabilities and expenses in this regard.



The Purchaser, if a resident outside India, shall solely be responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and Rules made thereunder or any statutory amendment(s), modification(s) made thereof and all other applicable laws including that of remittance of payment, acquisition/sale/transfer of immovable properties in India etc. and provide the Developer with such permissions, approvals which would enable the Developer to fulfil the Developer's obligations under this Agreement. Any refund, transfer of security, if at all, that may be payable by the Developer to the Purchaser as per the terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law. The Purchaser understands and agrees that in the event of any failure on Purchaser's part to comply with the applicable guidelines issued by the Reserve Bank of India, the Purchaser alone shall be liable for any action under the Foreign Exchange Management Act, 1999 Reserve Bank of India Act, 1934 and Rules made thereunder or any other applicable laws as amended from time to time. The Developer shall not be liable in any manner whatsoever in this regard. The Purchaser shall keep the Developer its directors, executives, agents and officers fully indemnified and harmless in this regard. In case there is any change in the residential status of the Purchaser subsequent to the signing of this Agreement it shall be the sole responsibility of the Purchaser to intimate the same in writing to the Developer immediately and comply with necessary formalities if any under the applicable laws. The Developer shall not be responsible towards any third party making payment/remittances on behalf of the Purchaser and such third party shall not have any right in the said Flat in any way and the Developer

Developer's initial

Purchaser's initial

shall issue the payment receipts in favour of the Purchaser only.

- 7.22 In the event of the Developer obtaining permission from the concerned authorities for constructing additional floors then the Developer shall be entitled to construct on the terrace and sell such premises constructed on the terrace to such person at such rate and on such terms as the Developer may deem fit.

8. **Event of Default and Consequences thereof**

- 8.1 On breach of any of the covenants of the Purchaser and/or on breach of any of the terms and conditions of this Agreement by the Purchaser including the default in payment of the Consideration or any part thereof in the manner as stated in this Agreement; then in such a case, the Developer shall notify the Purchaser in writing of the same ("Default Notice") and call upon the Purchaser to cure and rectify the same within a period of 30 (thirty) days from the date of the issuance of the Default Notice ("Cure Period").
- 8.2 If the Purchaser fails to rectify or remedy the breach and/or default within the Cure Period, then in such event without prejudice to the other rights and remedies in law available to the Developer, the Developer shall be entitled to forthwith terminate this Agreement by issuance of a written notice to the Purchaser to terminate this Agreement ("Termination Notice"). On the issuance of the Termination Notice, this Agreement shall stand terminated with effect from any further act, deed, matter and thing and without any further reference or recourse to the Purchaser.
- 8.3 On the termination of this Agreement in the manner as stipulated in sub-clause 8.2 hereinabove, the Developer shall be entitled to forfeit and appropriate unto itself as and by way of cancellation charges, a sum equivalent to 10 % (ten percent) of the Consideration and shall refund the balance (i.e. amount paid by Purchaser to the Developer less the amount which the Developer is entitled to forfeit and appropriate as aforesaid), if any, without any interest within a period of 120 (one hundred and twenty) days from the date of termination to the Purchaser by tendering a cheque of the same to the Purchaser in an absolute discharge of its obligation of refund (irrespective of whether or not the Purchaser accepts / encashes the cheque). The Purchaser agrees and confirms that the cancellation charges constitute a reasonable genuine and agreed pre- estimate of damages that will be caused to the Developer and that the same shall be in the nature of liquidated damages and not penalty.
- 8.4 On the termination of this Agreement in the manner as stipulated in sub-clause 8.2 hereinabove, the Purchaser shall not have any right, title and/or interest in the said Flat and/or this Agreement and/or against the Developer of any nature whatsoever and the Developer shall be entitled to deal with and dispose of the said Flat in the manner it deems fit and proper and appropriate consideration thereof to its own account.
- 8.5 In case the breach and/or default committed by the Purchaser is pertaining to the payment of the Consideration and/or Other Charges and/or part thereof and/or of any other amounts payable

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by the Purchaser under this Agreement, then in such a case without prejudice to the rights of the Developer to terminate this Agreement and forfeit a sum equivalent to 10 % (ten per cent) of the Consideration as aforesaid; the Developer shall be entitled to continue this Agreement in which case, the Purchaser shall be liable and obliged to pay the such amount as may be in default, together with interest thereon to be computed at the rate of 12 % per cent on the amounts due and payable by the Purchaser to the Developer from the due date of the payment till the actual payment thereof.

8.6 In case the development of the Free Sale Land by construction of the Free Sale Buildings is in any manner affected by reasons of the occurrence of the Force Majeure Events then in such a case, the same shall not in any manner be construed as a breach or a default of the Developer. In such a case, the Developer shall be entitled to terminate this Agreement by issuance of a written notice to the Purchaser to terminate this Agreement ("Force Majeure Notice"). On the issuance of the Force Majeure Notice, this Agreement shall stand terminated without any further act, deed, matter and thing and without any further reference or recourse to the Purchaser.

8.7 On the termination of this Agreement by reason of the occurrence of the Force Majeure Event, the Developer shall refund the sum received by the Developer from the Purchaser towards the Consideration without any interest by tendering a cheque of the same to the Purchaser in an absolute discharge of its obligation of refund.

On the termination of this Agreement by reason of the occurrence of the Force Majeure Event, the Purchaser shall not have any right, title and/or interest in the said Flat and/or this Agreement and/or against the Developer of any nature whatsoever and the Developer shall be entitled to deal with and dispose of the said Flat in the manner it deems fit and proper and appropriate the consideration thereof to its own account.

8.9 In case the development of the Free Sale Land by construction of the Free Sale Buildings is not completed by the Developer on or before the Due Date or even after the expiry of the grace period of further 6 (six) months (subject to force majeure events) or within any further date/s as may be agreed between the Parties, by reason of the non-performance of the Developer (and not by reason of the occurrence of the Force Majeure Events) then in such a case, the Purchaser may issue a notice to the Developer to notify the Developer in writing of the same and call upon the Developer to cure and rectify the same within a period of 6 (six) months from the date thereof;

8.10 If the Developer fails to complete the development of the Free Sale Land by construction of the Free Sale Buildings within a period of a 6 (six) months from the date of the receipt of the notice of the Purchaser, then in such event the Purchaser shall be entitled to forthwith terminate this Agreement by issuance of a written notice to the Developer to terminate this Agreement ("Termination Notice"). On the issuance of the Termination Notice, this Agreement shall stand terminated without any further act, deed,



Developer's initial



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Purchaser's initial



matter and thing and without any further reference or recourse to the Developer.

- 8.11 On the termination of this Agreement in the manner as stipulated in sub-clause 8.10 hereinabove, the Developer shall refund all the amounts received from the Purchaser till the date thereof towards the Consideration together with interest thereon at the rate of 9 % percent from the date of receipt till the actual repayment thereof by tendering a cheque of the same to the Purchaser in an absolute discharge of its obligation of refund.
- 8.12 On the tendering of the cheque for the refund as stated in sub-clause 8.11 above, the Purchaser shall not have any right, title and/or interest in the said Flat and/or this Agreement and/or against the Developer of any nature whatsoever and the Developer shall be entitled to deal with and dispose of the said Flat in the manner it deems fit and proper and appropriate the consideration thereof to its own account.
- 8.13 It is clarified and confirmed by the Purchaser that save and except the termination of this Agreement in the event and in the manner as stated in sub-clauses 8.10 and 8.11 hereinabove, the Purchaser shall neither have nor shall it claim any other remedy against the Developer.

#### 9. Indemnification

The Purchaser agrees to indemnify and keep indemnified and harmless the Developer from and against any and all losses, penalties, judgments, suits, costs, claims, liabilities, assessments, damages and expenses (including, without limitation, legal costs, reasonable attorneys' fees and disbursements), incurred by, imposed upon or asserted against the Developer as a result of relating to or arising out of any failure on the part of the Purchaser in the performance of its covenants and the terms and conditions of this Agreement.

#### 10. Taxes and Other Charges

- 10.1 The Purchaser further agrees and undertakes to the Developer that the Purchaser shall on demand, on or before taking possession of the said Flat make payment to the Developer of the property taxes, maintenance charges and other onetime charges mentioned in **Part A and Part B of the Sixth Schedule** hereunder written ("Other Charges").
  - 10.1.1 With respect to the amounts listed in **Part A of the Sixth Schedule** hereunder written, the Developer shall not be liable, responsible and / or required to render the account in respect of the amounts mentioned therein and shall be entitled to retain and appropriate the same to its own account. It is hereby clarified that the amounts mentioned therein does not include the dues for electricity, gas and other bills for the said Flat and the Purchaser shall be liable to pay for the electricity, gas and other bills for the individual meters separately.



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10.1.2 With respect to the amounts listed in Part B of the Sixth Schedule hereunder written, the Developer shall render the account in respect of the amounts mentioned therein, and the unspent balance, if any, shall be transferred to the Free Sale Buildings Society's Account, without any interest on the amounts received from the Purchaser, at the time of handing over the charge of the Free Sale Buildings to the Free Sale Buildings Society.

10.1.3 It is further clarified that the list of Other Charges mentioned in the Sixth Schedule hereunder written is only indicative and not exhaustive and the Purchaser agrees to pay to the Developer, such other charges under such other heads as the Developer may indicate. It is also further clarified that the amount of charges mentioned in the Sixth Schedule hereunder written is only indicative and the Purchaser agrees to pay to the Developer, such additional / increased charges as the Developer may indicate.

10.2 The Purchaser hereby agrees that in the event of any amount becoming payable by way of levy of premium to the concerned local authority or any amount becoming payable by way of betterment charges or development levies or lease rent to MHADA or any other payment of a similar nature in respect of the said Free Sale Land and/or various premises/Free Sale Buildings to be constructed thereon, the same shall be reimbursed by the Purchaser to the Developer in the proportion to the area of the said Flat to the total area of all the premises in the Free Sale Buildings and in determining such amount, the decision of the Developer shall be conclusive and binding upon the Purchaser as shall be decided by the Developer.

The Purchaser hereby also agrees that in the event of any amount by way of premium, security deposit or fire cess, betterment charges or development tax or security deposit for the purpose of obtaining water/electric/cable connection for the Free Sale Buildings or any other purpose in respect of the Free Sale Buildings or any other tax or payment of a similar nature is paid to or any other authority or becoming payable by the Developer, the same shall be reimbursed by the Purchaser to the Developer proportionately with respect to the said Flat and in determining such amount, the decision of the Developer shall be conclusive and binding upon the Purchaser.

10.4 It is clearly understood and agreed by the Purchaser that all taxes, levies, duties, cesses (present and future) including the service tax, Value Added Tax ("VAT"), Goods and Services Tax ("GST"), work contract tax, development charges and any other statutory dues and indirect taxes that may be levied on the transaction (whether applicable/payable now or become applicable/payable in future) shall be borne and paid by the Purchaser as and when called upon by the Developer. In the event of any delay / default in payment of Service Tax, VAT, GST and / or any other taxes as mentioned above and / or as demanded / payable, the Developer shall without prejudice to its other rights and remedies it may have against the Purchaser under this Agreement or in law, be entitled to adjust all such amounts due and payable along with interest due



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and payable from the due date till the date of adjustment against any and all amounts received and/or receivable from the Purchaser. In the event of termination of this Agreement, the amounts paid by the Purchaser towards Service Tax, VAT, GST and / or any other taxes as mentioned above and deposited with the statutory authorities shall be refunded without interest thereon only upon receiving corresponding refund / getting credit of the corresponding amount paid / deposited, from the statutory authorities.

- 10.5 The Purchaser agrees and confirms that in addition to the payment of the taxes mentioned in this Agreement, the Purchaser shall be responsible for deduction of tax computed presently @ 1% (one per cent) of the Consideration of the said Flat. The Purchaser further agrees and confirms that the Purchaser shall at the time of payment of each instalment to the Developer deduct the tax computed @ 1% (one per cent) of each instalment payment amount and deposit the same with the statutory authorities. The Purchaser agrees confirms and covenants that the Purchaser shall forthwith furnish the TDS certificates to the Developer with respect to each deduction. In the event of the Purchaser failing to deduct the tax as aforesaid, the Purchaser agrees and confirms that he/she/it alone shall be liable for the consequences thereof. Further, in the event of the Purchaser failing to furnish the TDS certificates to the Developer as stated hereinabove, then the amounts equivalent to such deductions shall constitute unpaid amounts towards the Consideration of the said Flat and a subsequent breach of the terms and conditions of this Agreement.
- 10.6 It is clearly understood and agreed by the Purchaser that the stamp duty, registration and any incidental charges relating to and in respect of preparation and stamping of this Agreement, any other incidental documents and the duplicates thereof shall be borne and paid by the Purchaser. It is also agreed by the Purchaser that any demands from any concerned Government Authority/ies/Judicial/Quasi-Judicial bodies regarding stamp duty or additional stamp duty payable at present or in future, with respect to this Agreement or its duplicates or any fine/penalty payable regarding any deficiency or default in that regard, the Purchaser shall be solely liable for the same. In the event that the Developer is subjected to any such expenses and/or losses of any whatsoever nature regarding or resulting from the same, the Purchaser shall be liable to indemnify the Developer for all such expenses and/or losses incurred by the Developer.
- 10.7 The Purchaser shall present this Agreement at the proper registration office for registration within the time limit prescribed by the said Act and the Registration Act, 1908 and intimate to the Developer the serial number under which this Agreement is lodged for registration and thereupon the Developer shall remain ~~responsible~~ to admit execution thereof before the Sub-Registrar.

## 11. Miscellaneous

- 11.1 Nothing contained in this Agreement is intended to be nor shall be construed or claimed by the Purchaser as a grant, demise or assignment in law of the said Wing or any part/s thereof and/or of



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the said Free Sale Land or any part thereof. The Purchaser shall have no claim in respect of all open spaces, lobbies, stair-cases, terraces, recreation space etc., which will remain in the possession of the Developer. All development rights with respect to the same shall also remain with the Developer.

11.2 The Purchaser is aware that the development of the said Land is a layout development and that in pursuance of the NOC dated 22<sup>nd</sup> August, 2012 and the Intimation of Disapproval dated 9<sup>th</sup> June 2014 (as may be amended from time to time), the Scheme Open Space as demarcated by green colour boundary line on the said Plan annexed hereto and marked as **Annexure- C** shall be maintained at the costs and expenses of the occupants of the Rehab Buildings and the residents of the Free Sale Buildings) and shall be available to the residents of the layout including the residents of the Free Sale Buildings.

11.3 Notwithstanding anything contrary to clauses contained herein or in any other letter, no objection, permission, deeds, documents and writings (whether executed now or in future by the Developer) and notwithstanding the Developer giving any no objection/permission for mortgaging the said Flat or creating any charge or lien on the said Flat and notwithstanding the mortgages/charges/liens of or on the said Flat, the Developer shall have first and exclusive charge on the said Flat and all the right, title and interest of the Purchaser under this Agreement for recovery of any amount due and payable by the Purchaser/s to the Developer under this Agreement or otherwise.

The Purchaser is aware and confirms that he/ she/ it will not have any right, title and / or interest in the said Flat until the Purchaser has paid to the Developer all the amounts, taxes, charges mentioned in this Agreement / pursuant to this transaction with respect to the said Flat including but not limited to the Consideration and Other Charges and have executed all documents, applications, letters, forms (as may be required) in respect thereof.

11.5 The Purchaser is aware and confirms that he /she / it has agreed to purchase the said Flat with full and complete information of the approvals, sanctions, permissions obtained by the Developer with respect to the development of the said Land. The Purchaser is also aware and confirms that he /she / it has agreed to purchase the said Flat with full and complete information of the ongoing legal proceedings with respect to the said Land and has no objection in the Promoter pursuing / instituting / defending the legal proceedings as the Developer may deem fit and proper. The Purchaser further agrees and confirms that the Consideration and the transaction contemplated herein is on the basis of the entire knowledge of the Purchaser on the status of approvals, sanctions permissions obtained by the Developer and the legal proceedings with respect to the said Land.

11.6 The Purchaser is aware that certain utilities will be made available by the utility service providers only once a certain occupancy level is achieved and the Purchaser confirms that he/she/it will take possession of the said Flat on or before the Possession Date despite

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the aforesaid. The Purchaser is aware that the intention of the Promoter in ensuring that possession of flats are taken by the flat purchasers on or before the Possession Date is to ensure provision of utilities by the utility service providers at the earliest; hence the Purchaser agrees and confirms that the Developer shall be entitled to levy an additional charge / fee of such amount as the Developer may in its sole discretion deem fit, in the event of the Purchaser failing to take possession of the said Flat on or before the Possession Date. The Developer reserves its right to waive the aforesaid condition.

- 11.7 During the course of construction, the Purchaser may request and instruct the Developer in writing to provide extra and/or better amenities and specification in the said Flat provided the same do not involve any structural changes and are permitted by the MCGM and for such superior and/or extra amenities and specifications, such extra cost as may be approved by the Developer is paid by the Purchaser to the Developer <sup>in advance</sup>. However, the Developer shall be at liberty to refuse to charge ~~to change~~ <sup>to carry out any</sup> amenities and/or specifications and to refuse ~~to carry out any~~ alterations in the said Flat.
- 11.8 The Purchaser is aware that all natural materials including marble, granite, natural timber etc and the factory produced materials like tiles, paint etc., contain veins and grains with tonality differences and are also susceptible to inherent shade and colour variations. The Developer represents that though it shall procure such natural and factory produced materials for installation / application in the Free Sale Buildings, and the same is on a best endeavour basis, the Purchaser shall not hold the Developer liable for their non-conformity, natural discolouration, tonal differences or inconsistency at the time of installation / application.
- 11.9 The Purchaser hereby authorizes the Developer to adjust / appropriate all payments made by the Purchaser under any heads of dues against outstanding, if any, in the Purchaser's name as the Developer in its sole discretion may deem fit and the Purchaser shall have no right to object/demand/direct the Developer to adjust his payments in any manner otherwise than as decided by the Developer in its sole discretion.
- 11.10 The Purchaser agrees and confirms that the Consideration is derived on the basis of the Purchaser having agreed to pay the Consideration as per the payment schedule more particularly specified in Annexure- F annexed hereto;
- 11.11 The Purchaser is aware that the information, specifications, amenities, layout, pictures etc. shown / contained in the website / brochure if any, and shown to the Purchaser, are indicative only. Though the Developer shall endeavour to provide all the such amenities, specifications as indicated in the website / brochure, if any, the Developer shall not be liable, responsible, obligated and / or required to do so and no right of any nature whatsoever shall be construed and/or deemed to have accrued in favour of any person and/or Purchaser from or by virtue of such website / brochure etc. The Developer shall not be liable and/or responsible for any loss, damages, cost, charges, expenses suffered / incurred and/or likely



Developer's initial

Purchaser's initial

to be suffered and/or incurred by any person and/or Purchaser based on the information shown/contained in the website / brochure. No person or Purchaser shall have any right or be entitled to claim or enforce any right based on such website / brochure etc.

- 11.12 The Purchaser is aware that the sample/show flat if any, constructed by the Developer and all furniture, items, electronic goods, amenities etc. provided therein are only for the purposes of show casing the premises, and the Developer is not liable, required and / or obligated to provide any furniture, items, electronic goods, amenities etc. as displayed in the said sample/show flat, other than as expressly agreed by the Developer under this Agreement.
- 11.13 This Agreement shall not be altered, modified or supplemented except with the prior written approval of the Parties, and all such alterations, modifications and supplemental writings shall be effective, valid and binding only if the same are recorded in writing and executed by the Parties herein.
- 11.14 The Permanent Account Number of the Parties is more particularly mentioned in the **Fourth Schedule** hereunder written.
- 11.15 Any delay tolerated or indulgence shown by the Developer in enforcing any of the terms of this Agreement or any forbearance or giving of time to the Purchaser by the Developer shall not be construed as a waiver on the part of the Developer of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser, nor shall the same in any manner prejudice, limit or affect the rights of the Developer.
- 11.16 All notices to be served on the Parties in connection with this Agreement shall be deemed to have been duly served on the Parties if sent to the Parties by Registered Post at the address stated in the title clause hereinabove and / or as intimated to the other Party in writing from time to time.
- 11.17 The defect liability of the Developer in respect of the said Flat shall be for a period of 3 (three) years from the date of grant of occupation certificate. The defect liability shall be limited to the defects in the construction (i.e. structure). The air cracks in plaster masonry, warp age in doors and windows shall not be considered as defects. Similarly, the Developer shall not be liable for any defects arising due to any electricity or plumbing works and these will not be governed under this clause. Further, the works relating to maintenance shall be undertaken by the Maintenance Agency and would not be covered under this clause. Defect liability shall not cover Force Majeure situations. The defect liability is not applicable on the bought out items most of which are covered under warranty by the manufacturers themselves.
- 11.18 This Agreement shall, in all respects, be governed by and construed in all respects in accordance with the laws of India. The Parties agree to submit to the exclusive jurisdiction of the courts in Mumbai in connection with any dispute arising out of or in connection with this Agreement.



Developer's initial

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11.19 This Agreement constitutes the whole agreement and understanding between the Parties relating to its subject matter and supersedes and extinguishes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature, whether in writing or oral, relating to such subject matter.

IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective hands the day and year first hereinabove written.

**THE FIRST SCHEDULE ABOVE REFERRED TO**  
**(The said Land)**

All that piece of land situate and lying at Survey No. 106, Part No.5, CTS No.195 (pt) of Village Andheri, Taluka Andheri, admeasuring 20,218.65 square metres or thereabouts (as per MHADA Approvals) situate at New D.N. Nagar, Andheri (W), Mumbai 400 053 in the Registration Sub District of Bandra and District of Mumbai City and bounded as follows:

- |                         |   |                              |
|-------------------------|---|------------------------------|
| On or towards the North | : | by 40 Feet Road & ESIC Nagar |
| On or towards the South | : | by 30 Feet Road HIG Colony   |
| On or towards the East  | : | by 90 Feet Juhu Link Road    |
| On or towards the West  | : | by Kapas Wadi Slum Area      |



**THE SECOND SCHEDULE ABOVE REFERRED TO**  
**(common areas, facilities and infrastructural facilities)**

1. Pump Rooms.
2. Water Tanks, basement and overhead.
3. Plumbing network.
4. Drainage, storm water and sewage lines in the said Buildings.
5. Exterior Plumbing fixtures for the said Buildings.
6. Fire Fighting and Fire Detection System for the said Buildings.
7. Sewerage Treatment Plant (STP) and associated piping/ chambers/ collection tanks.
8. External storm water drains.
9. Rain water-harvesting equipment.
10. Common internal /access roads, pathways driveways, compound wall and entrance gates.
11. Common area signage.
12. Landscape areas at Ground & podium level.
13. Water features & façade treatment of Buildings & common areas.
14. Drivers' rest rooms and toilets.
15. Watchman/ security Cabin for the said Buildings.
16. Electrical and low voltage cabling/ wiring network, DTH/internet/ fiberoptic cabling & wiring.
17. Electric Sub-Station and D.G. Set.
18. Earthing pits in the compound.
19. Meter Room / panel room/ancillary service areas/B.M.S. room for the said Buildings.
20. Staircase and main passage and other passages.
21. Entrance area/ Lobby on the ground floor in the said Buildings.
22. Staircase Entrance Areas, Landings in the said Buildings with safety Rail.
23. Elevator Shaft/ Rooms in the said Buildings.
24. Necessary light, telephone and water connections
25. Elevators of reputed make.

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Developer's initial

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Purchaser's initial

**THE THIRD SCHEDULE ABOVE REFERRED TO**  
*(list of amenities in the said Flat)*

1. RCC framed structure.
2. Fully air conditioned residential flat, except the service areas.
3. Flooring as specified by the design consultant but generally complying to:
  - Imported marble flooring in living room, kitchen and all bathrooms except servant bathroom.
  - Engineered wood flooring/ imported marble in Bedrooms except servant bedroom.
  - Wooden deck / premium antiskid tile flooring in the balcony.
  - Vitrified tile flooring in the service areas and servant area.
4. Gypsum Plaster for interior partition walls & structural members.
  - External walls - plastered.
  - Internal walls – light weight concrete blocks.
5. Paint
  - Internal walls will be painted with premium emulsion paint.
  - Plastered external walls will be painted with acrylic paint.

**Doors**



Main Door will be 45mm thick door with veneer finish on both sides and teakwood frame with doorjambs. The door will have suitable hardware for fixity and security.

Bedroom Doors will be 40 mm thick door with veneer finish on both sides and teakwood frame with doorjambs. The door will have suitable hardware for fixity and security.

Bathroom Doors will be 40mm thick door with laminate finish on both sides and marble/granite/suitable water resistant synthetic composite material doorframes. The door will have suitable hardware for fixity and security.

7. Windows
  - All windows will be UPVC or powder coated/anodized Aluminum.
8. Bathroom Fittings
  - All bathroom fittings to be of Grohe\*/Duravit\* or equivalent make except servant bathroom
9. Home automation and security
  - Provision for an integrated home automation system with lighting, aircon & curtain control.
10. General Amenities
  - Each flat will be provided with adequate light points.
  - Each flat will be provided with TV and telephone points in the living room and bedrooms.
  - Each flat will be provided with TV and telephone points in the living room and bedrooms
  - Each flat will be provided with an exhaust fan in the kitchen & toilet.

Developer's initial

Purchaser's initial

**THE FOURTH SCHEDULE ABOVE REFERRED TO**

*(Meaning of the Terms and Expressions defined in this Agreement)*

<u>Sr. No.</u>	<u>Terms and Expressions</u>	<u>Meaning and Description</u>
1.	Name and address of the Purchaser	MRS. PRAGNA KEDIA <i>Ushwachanti</i> 6 <sup>th</sup> Floor, A30/E, Azad Road, Juhu, Kotiwada, Santacruz (W), Mumbai – 400 049
2.	Said Flat	Flat bearing No. 1102 admeasuring 218.40 square meters (carpet area) approximately equivalent to 2350 square feet (carpet area) on the 11 <sup>th</sup> floor/level of "E" Wing ("the said Wing") of the Free Sale Buildings known as "Elements".
3.	Said Parking Space	1 Parking Space
4.	Consideration	Rs.13,03,53,300/- (Rupees Thirteen Crore Three Lakhs Fifty Three Thousand Three Hundred Only)
5.	Due Date	31 <sup>st</sup> December, 2017; subject to provisions of Clause No. 1.4 of this Agreement for Sale
6.	PAN	(A) Developer: AACCR9804 (B) Purchaser: ADWPK970



**THE FIFTH SCHEDULE ABOVE REFERRED TO**  
*(schedule / manner of payment of purchase price by the Purchaser to the Developer)*

<u>Sr. No.</u>	<u>Description of Payment</u>	<u>% Payable</u>
1.	On Booking	Rs. 2,86,77,726/-
2.	On or before Execution of this Agreement	0.00
3.	Foundation	91,24,731/-
4.	Lower Basement Slab	39,10,599/-
5.	Upper Basement Slab	39,10,599/-
6.	On 1 <sup>st</sup> Slab Completion	39,10,599/-
7.	On 2 <sup>nd</sup> Slab Completion	39,10,599/-
8.	On 3 <sup>rd</sup> Slab Completion	39,10,599/-
9.	On 4 <sup>th</sup> Slab Completion	39,10,599/-

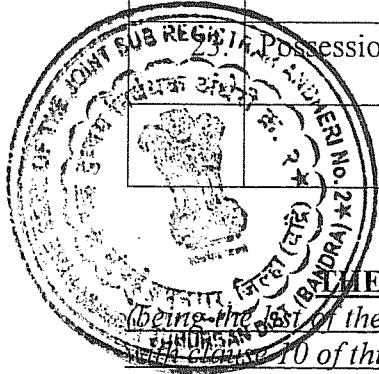
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Developer's initial

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Purchaser's initial

10.	On 5 <sup>th</sup> Slab Completion	39,10,599/-
11.	On 6 <sup>th</sup> Slab Completion	39,10,599/-
12.	On 7 <sup>th</sup> Slab Completion	39,10,599/-
13.	On 8 <sup>th</sup> Slab Completion	39,10,599/-
14.	On 9 <sup>th</sup> Slab Completion	39,10,599/-
15.	On 10 <sup>th</sup> Slab Completion	39,10,599/-
16.	On 11 <sup>th</sup> Slab Completion	39,10,599/-
17.	On 12 <sup>th</sup> Slab Completion	39,10,599/-
18.	On 13 <sup>th</sup> Slab Completion	39,10,599/-
19.	On 14 <sup>th</sup> Slab Completion	39,10,599/-
20.	On Terrace Slab Completion	39,10,599/-
21.	On External Plaster Completion	Rs.91,24,731/-
22.	On Tiling Work Completion	Rs.91,24,731/-
	Possession	Rs.78,21,198/-
	<b>Total</b>	<b>Rs.13,03,53,300/-</b>



**SIXTH SCHEDULE ABOVE REFERRED TO**  
*(being the last of the "Other Charges" to be paid by the Purchaser in accordance  
 with clause 10 of this Agreement)*

<b>PART A</b>		
<b>Sr. No.</b>	<b>Particulars</b>	<b>Amounts</b>
1.	Society Formation & Registration Charges	Rs.15,000/-
2.	Legal Charges	Rs.25,000/-
3.	Electric Meter, Water Meter & Mahanagar Gas Connection Charges	Rs.1,00,000/-
	Development & Infrastructure Charges	Rs.7,05,000/-
	Club / Fitness Centre Membership Charges	Rs.15,00,000/-
	<b>Total</b>	<b>Rs.23,45,000/-</b>

Developer's initial

32

Purchaser's initial

**AGREEMENT FOR SALE DT. 18/05/15 OF MRS PRAGNA KEDIA**

**PROJECT: ELEMENTS**

**FLAT NO.: 1102**

**FLOOR/LEVEL NO.: 11<sup>TH</sup>**

**WING:E**

PART B		
Sr. No.	Particulars	Amounts
1.	Share Application and Entrance Fees	Rs.600/-
2.	Corpus Charges	Rs.60,00,000/-
3.	Proportionate Share of Municipal Taxes and Outgoings	As determined at the time of possession
4.	Advance Deposit of Municipal Taxes and Outgoings	As determined at the time of possession

Photo

Left Hand

Thumb Impression

SIGNED AND DELIVERED BY )

the within named Developer )

Rustomjee Realty Private Limited )

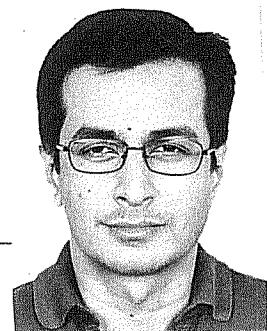
By the hand of its Director / )

Authorized Signatory )

Kaushik Shah )

in the presence of .... . . . . )

Witness:

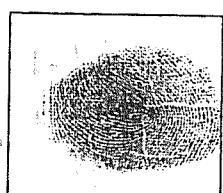


SIGNED AND DELIVERED BY )

the within named Purchaser )

MRS. PRAGNA KEDIA )

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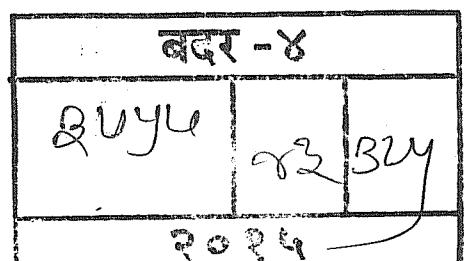


in the presence of ..... )

Witness:

1. Sandip Gaude )

2. Vishal Shukla )



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Developer's initial

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Purchaser's initial

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AGREEMENT FOR SALE DT. 18 | 05 | 15 OF MRS PRAGNA KEDIA

RECEIPT

RECEIVED from the Purchaser herein an aggregate sum of Rs.2,60,70,660/-  
**(Rupees Two Crore Sixty Lakhs Seventy Thousand Six Hundred Sixty only)**  
 being the amount to be paid by the Purchaser to the Developer towards the said  
 Consideration in accordance with the Fifth Schedule as per the details mentioned  
 below:

DATE	CHEQUE NO.	NAME OF THE BANK	AMOUNT
19.12.14	209	Lakshmi Vilas Bank	Rs.99,00,000/-
09.02.15	250	Lakshmi Vilas Bank	Rs.99,00,000/-
18.03.15	289	Lakshmi Vilas Bank	Rs.60,09,953/-
11.02.15	AB6672131	TDS	Rs.1,00,000/-
20.12.14	5374	TDS	Rs.1,00,000/-
07.04.15	12101	TDS	Rs.60,707/-
<b>TOTAL</b>			<b>Rs.2,60,70,660/-</b>



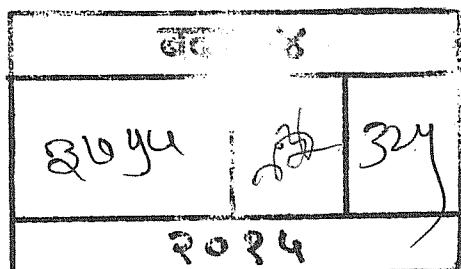
For Rustomjee Realty Private Limited

k.a.shah.

Director  
(Developer)

Witness:

1. Sandip Gaude 
2. Vishal Bhosale 







Developer's initial

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Purchaser's initial

AGREEMENT FOR SALE DT. 18/05/15 OF MRS PRAGNA KEDIA

PROJECT: ELEMENTS

FLAT NO.: 1102  
 FLOOR/LEVEL NO.: 11<sup>TH</sup>  
 WING:E

## ANNEXURE "A"

### MUNICIPAL CORPORATION OF GREATER MUMBAI

No. CE / 8871 / WS / AK. | - 3 JUN 2016

To,  
Shri Suyog Seth  
Lic. Surveyor  
D-2, Chitrapoor CHS,  
28<sup>th</sup> Road, Bandra (W),  
Mumbai - 400 050.

Ex. Engineer Bldg. Proposal (W.S.  
H and K Wards  
Municipal Office, R. K. Patkar Marg  
Bandra (W), Mumbai - 400 050

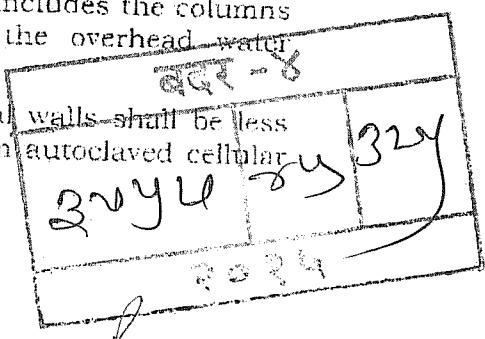
Sub: Proposed building on plot bearing C.T.S. No. 195 (pt).  
Village Andheri at D.N. Nagar, Andheri (W), Mumbai.

Ref: Your letter dated 24-7-2013.

Gentleman,

There is no objection to your carrying out the work as per amended plans submitted by you vide your letter under reference (pt) which competent authority has accorded sanction, subject to the following conditions :-

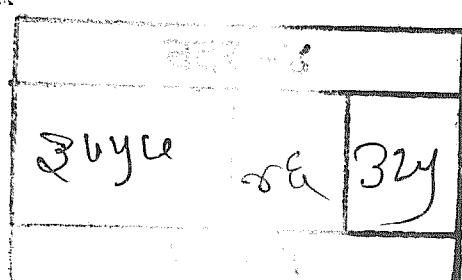
- 1) All the objections of this office I.O.D. under even no. dated 26-12-2011 shall be applicable and should be complied with.
- 2) The changes proposed shall be shown on the canvas plans to be submitted at the time of B.C.C.
- 3) That every part of the building constructed and more particularly overhead water tank will be provided with proper access for the staff of Insecticide Officer with a provision of temporary but safe and stable ladder.
- 4) That the infrastructural works, such as; construction of hand holes / panholes, ducts for underground cables, concealed wiring inside the flats/rooms, rooms/space for telecom installations etc. required for providing telecom services shall be provided.
- 5) That the regulation No.45 and 46 of D.C.Reg.1991 shall be complied with.
- 6) That the letter box shall be provided at the ground floor for all the tenements.
- 7) That the owner/developer shall not hand over the possession to the prospective buyers before obtaining occupation permission.
- 8) That no main beam in R.C.C. framed structure shall be less than 230 mm. wide. The size of the columns shall also be governed as per the applicable I.S. Codes.
- 9) That all the cantilevers [projections] shall be designed for five times the load as per I.S. code 1893-2002. This also includes the columns projecting beyond the terrace and carrying the overhead water storage tank, etc.
- 10) That the R.C.C. framed structures, the external walls shall be less than 230 mm, if in brick masonry or 150 mm autoclaved cellular



concrete block excluding plaster thickness as circulated under No.CE/5591 of 15.4.1974.

- 11) That the revised R.C.C. drawing/designs, calculations shall be submitted through Licensed Structural Engineer.
  - 13) That the RUT shall be submitted by the developer to sell the tenements/flats on carpet area basis only and to abide by the provision of MOFA (Act) amended upto date and the I.B. indemnifying the MCGM and its employees from any legal complications arising due to MOFA, shall be submitted.
  - 14) That the condition of revised bye-law 4[c] shall be complied with.
  - 15) That the Labour Welfare Tax of 1% of construction cost as per ready reckoner shall be paid.
  - 16) That all the payments shall be made.
  - 17) That the quality control for building work / for structural work / supervision of the work shall be done and certificate to that effect shall be submitted periodically in proforma.
- 187* That the testing of building material to be used on the subject work shall be done and results of the same shall be submitted periodically.
- 188* That the C.C. shall be got re-endorsed.
- 20) That the Registered Undertaking stating that the conditions of E.E. & C. NOC shall be complied with and to that effect the mechanized parking equipped with safety measures will be maintained sufficiently in safe condition to avoid any mishap and an indemnity bond indemnifying MCGM and its officers against any litigation, costs, damages, etc. arising out of failure of mechanized system / nuisance due to mechanized system to any person shall be submitted.
  - 21) That the work shall be carried out between sunrise and sunset only.
  - 22) That the R.U.T. & Indemnity Bond shall be submitted stating that owner/developer and concerned Architect/Lic. Surveyor shall compile and preserve the following documents.
    - a) Ownership documents.
    - b) Copies of IOD, CC subsequent amendments, OCC, BCC and corresponding canvas mounted plans.
    - c) Copies of Soil Investigation Report.
    - d) RCC details and canvas mounted structural drawings.
    - e) Structural Stability Certificate from Lic. Structural Engineer.
    - f) Structural audit reports.
    - g) All details of repairs carried out in the buildings.
    - h) Supervision certificate issued by Lic. Site Supervisor.
    - i) Building Completion Certificate issued by Lic. Surveyor / Architect.
    - j) NOC and Completion Certificate issued by C.F.O.
    - k) Fire safety audit carried out as per the requirement of C.F.O.

The above documents shall be handed over to the end user/prospective society within a period of 30 days incase of



CE / 8871 / WS / AK

redevelopment of properties and in other cases, within 90 days after granting occupation certificate by the developer. The end user/prospective society shall preserve and maintain the abovesaid documents/plans and subsequent periodical structural audit reports and repair history. Further, the end user/ prospective society shall carry out necessary repairs/structural audit/fire safety audit, etc. at regular intervals as per requirement of C.F.O. A copy of the sample agreement to be executed with the prospective buyers incorporating the above conditions shall not be submitted to this office.

- 23) That all the structural members below the ground shall be designed considering the effect of chlorinated water, sulphur water, etc. and any other possible chemical effect and due care while constructing the same shall be taken and compilation certificates to that effect shall be submitted from the Licensed Structural Engineer before further C.C.
- 24) That the R.U.T. shall be submitted by the owner/developer for maintaining the noise level levels as per the norms of Pollution Control Board.

One set of plans in token of approval is enclosed herewith.

Yours faithfully,

SD/  
Executive Engineer  
Building Proposals  
(Western Suburbs) K Ward

Copy to :  
1] M/s. Rustomjee Realty Pvt. Ltd.  
2] Assistant Commissioner, K/ West Ward  
3] A.E.W.W. K/West Ward  
4) MHADA

Forwarded for information please.

✓ *Vishal*  
E.E.B.P.(W.S.) K Ward

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BMPP-4245-2008-3,000 Forms.

# ANNEXURE "B"

C-3

MUNICIPAL CORPORATION OF GREATER MUMBAI

FORM 'A'

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966

No. CE/ 8871 /BSH/WS/AWAK of 28/2/08

## COMMENCEMENT CERTIFICATE

To,

m/s Aastomjee Reality Pvt Ltd.  
Attn New D.N.Nagar CHS Ltd.

Ex. Engineer Bldg. Proposal C.W.S.  
H and K Wards  
Municipal Office, R. K. Patkar Marg.  
Andheri (West), Mumbai - 400 050

Sir,

With reference to your application No. 5414 dated 5/12/01 for Development Permission and grant of Commencement Certificate under Section 44 & 69 of the Maharashtra Regional and Town Planning Act 1966, to carry out development and building permission under Section 346 of the Mumbai Municipal Corporation Act 1888 to erect a building.

To the development work of Plot No. 2109 CTS No. 195 (A1) at premises at Street D.N.Nagar village Andheri plot No. situated at Andheri (E) in K.L.E. Ward.

The Commencement Certificate/Building Permit is granted on the following conditions :-

1. The land vacated in consequence of the endorsement of the setback line/road widening line shall form part of the public street.
2. That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any person until occupancy permission has been granted.
3. The Commencement Certificate/Development permission shall remain valid for one year commencing from the date of its issue.
4. This permission does not entitle you to develop land which does not vest in you.
5. This Commencement Certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such lapse shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional & Town Planning Act, 1966.
6. This Certificate is liable to be revoked by the Municipal Commissioner for Greater Mumbai if:-
  - (a) The Development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans.
  - (b) Any of the conditions subject to which the same is granted or any of the restrictions imposed by the Municipal Commissioner for Greater Mumbai is contravened or not complied with.
  - (c) The Municipal Commissioner of Greater Mumbai is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the applicant and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of Section 42 or 45 of the Maharashtra Regional and Town Planning Act, 1966.
7. The conditions of this certificate shall be binding not only on the applicant but on his heirs, executors, assignees, administrators and successors and every person deriving title through or under him.

The Municipal Commissioner has appointed Shri Y.H. Pathak

Executive Engineer to exercise his powers and functions of the Planning Authority under Section 45 of the said Act.

This CC is valid upto 16/07/2008

This Commencement certificate is for carrying out the work upto/for.....only  
for bldg no 2 as per AP dt 3/08/08

For and on behalf of Local Authority  
The Municipal Corporation of Greater Mumbai

Executive Engg. Building Proposals  
(Western Subs.) 'H/East', 'H/West' & 'K/East', 'K/West' Wards

FOR

MUNICIPAL CORPORATION OF GREATER MUMBAI

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Valid up to 4/11/2008 29/08/08  
 CE/ 8871 /BSH/W/S/AK of  
 Further C. C. is now extended or to valid & extended upto 29/08/08  
 for/upto height. of entire bldg. & plinth wings  
 Sd/- 29/08/08 C, D, E, F, G, H, J & as per  
 E.E.B.P. (WS) K Ward approved plan of - 13 Aug/08

Valid up to 15/07/2012 15/7/2012  
 CE/ 8871 /BSH/W/S/AK of  
 Further C. C. is now extended to reinforce concrete plinth &  
 for/upto height. top of basement to per AB air.  
 Sd/- 26/12/11 as per A/C & F.R.J.  
 E.E.B.P. (WS) K Ward

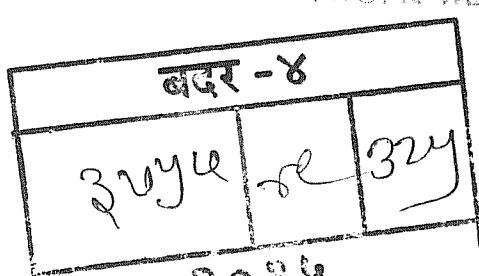
Valid up to 15/07/2014  
 CE/ 8871 /BSH/W/S/AK of  
 Further C. C. is now extended for further works upto 15/07/2014  
 for/upto height. of entire bldg. & plinth wings  
 Sd/- 10/07/13  
 E.E.B.P. (WS) K Ward



Valid up to 15/07/2014 11 SEP 2013  
 CE/ 8871 /BSH/W/S/AK of  
 Further C. C. is now extended for further works upto 15/07/2014  
 for/upto height. of entire bldg. & plinth wings  
 Sd/- 10/07/13  
 E.E.B.P. (WS) K Ward

Valid up to 15/07/2014 15/07/2013  
 CE/ 8871 /BSH/W/S/AK of  
 Further C. C. is now extended for further works upto 15/07/2013  
 for/upto height. of entire bldg. & plinth wings  
 Sd/- 10/07/13  
 E.E.B.P. (WS) K Ward

Valid up to 15/07/2014 15/07/2014  
 CE/ 8871 /BSH/W/S/AK of  
 Further C. C. is now extended till top of the podium as per last A.C. of 20/07/2013  
 for/upto height. of balance part portion of podium  
 Sd/- 10/07/14  
 E.E.B.P. (WS) K Ward



✓ R  
PK

CE 8871/WS/HC

Valid up to 15/04/2014 / 20 FEB 2014

CE/ 8871 /BSII/WS/AK or

Further C. C. is now extended as per last approved plan  
for upto height for wing SE & SF + 13 (Thirteen)

(10m) 14m

upper + lower part (ie.

E.E.B.P. (WS) K Ward Lt. 52.02 (Fifty two point  
28/2/14  
28.0 two point zero two

zero zero two point zero two

Valid up to 15/09/2014

CE/ 8871 /BSII/WS/AK or

Further C. C. is now extended to endorse CC for Rehab wing RABD 2  
for upto height built + podium + 15 (Fifteen) pt.  
+ lower + upper part Lt. 52.02 (Fifty  
two point zero two) mtr. wing SA, SB, SD,  
LS & Hill top of podium and SE & SF (5m)  
+ 15 (Fifteen) + 4.4 (Four point four) up to Lt. 52.02

(Fifty two point zero two) mtr and full CC  
for wing RE, RF, RUDH with podium  
12m (Twelve) upper + lower Lt. 39.00  
(Thirty nine) mtr. incl staircase etc.

Valid up to 15/07/2015

CE/ 8871 /BSII/WS/AK or

full further C. C. is now extended for sale wing SD upto 13 mtr floor  
for upper floor height. Buff floor + one + one + Lt. 52.02

E.E.B.P. (WS) K Ward Lt. 52.02 (Fifty two point zero two)  
+ Chigao flat top point three  
Lt. 52.02 (Fifty two point zero two) up to top of upper  
+ one + one + Lt. 42.00 (Forty two point zero two)  
two point five mtr) on for up  
floor Lt. 7.00 (Seven).

Valid up to 15/07/2015

CE/ 8871 /BSII/WS/AK or

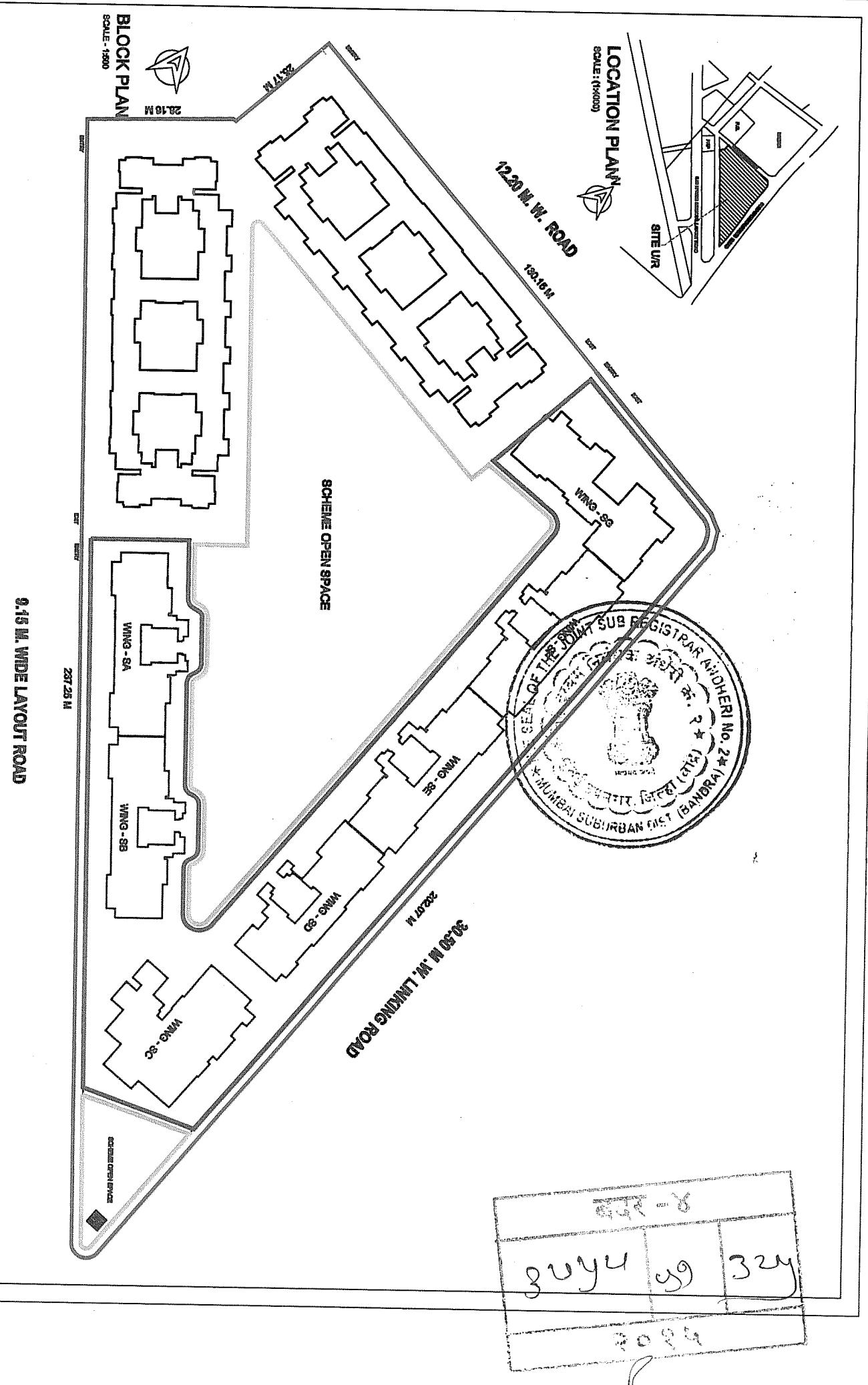
Further C. C. is now extended to endorse full C. C. for wing SA, SF  
for upto top of 13<sup>th</sup> height. 51.05 mtr. height fifty one point  
zero five mtr) + LMRT + one + wing SA

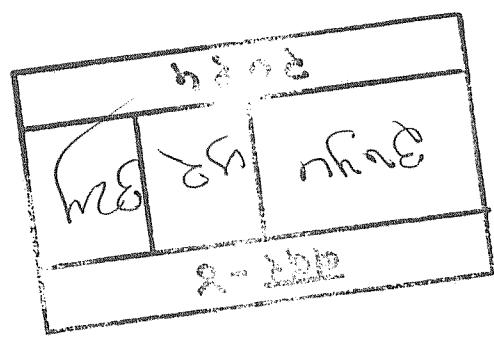
E.E.B.P. (WS) K Ward up to top of 2<sup>nd</sup> fl (Second floor) for  
i.e. Lt. 14.35 mtr. (height fourteen  
point Seventy five mtr) + LMRT + HT  
as per approved plan dtd 16/03/2014

120 MAR 2015

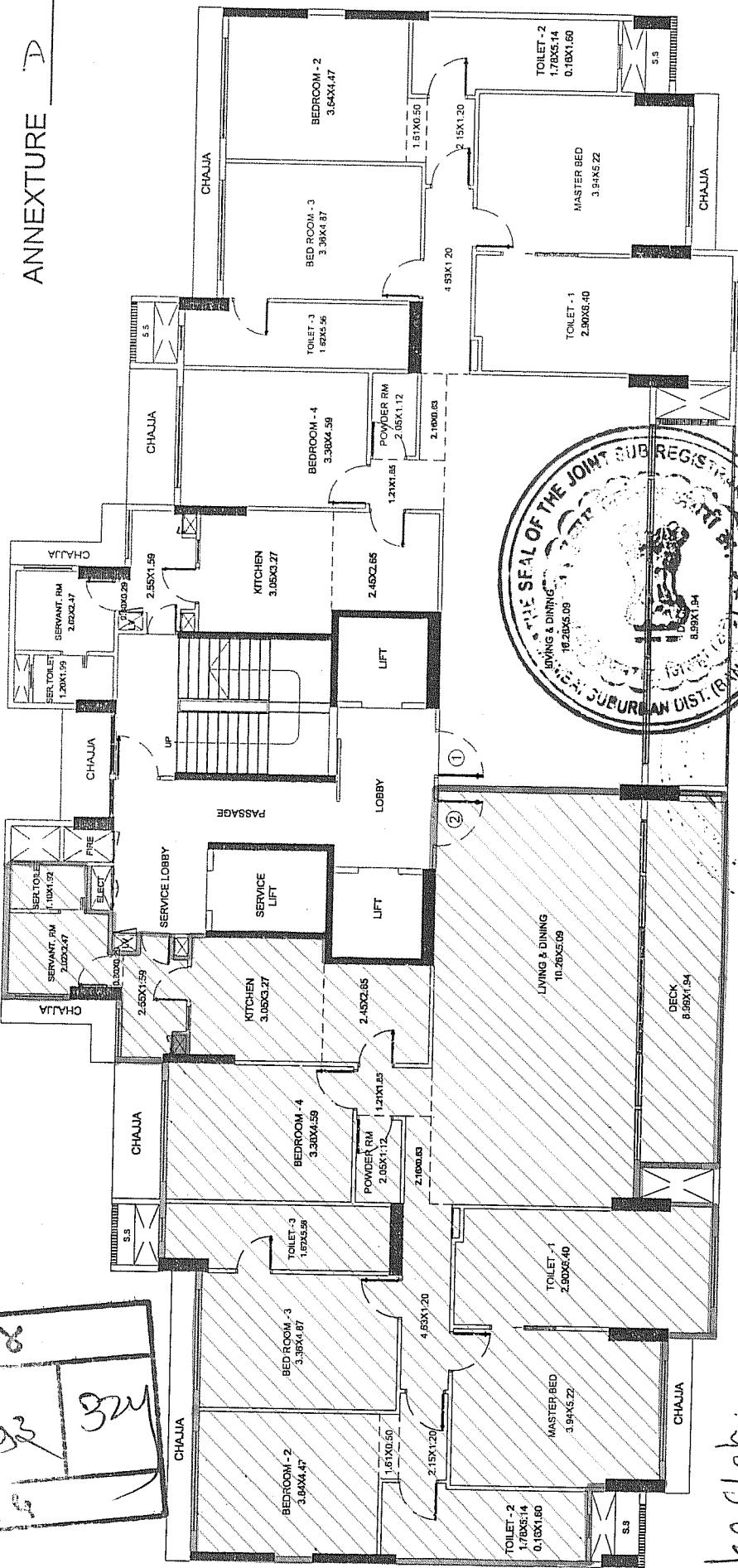
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## ANNEXURE "C"





ANNEXTURE D



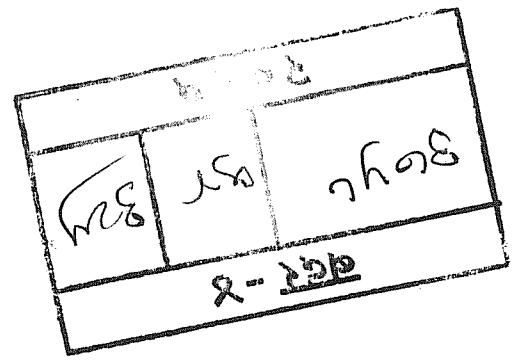
FLAT NO 1102 ON 11<sup>TH</sup> LEVEL IN WING 'SE'

TYPICAL FLOOR PLAN (WING SE)

L.C. Shah  
P.P.  
M.K. Patel.

Buyer

Y3  
S2W





# WADIA GHANDY & CO.

ADVOCATES, SOLICITORS & NOTARY

N. M. Wadia Buildings, 123, Mahatma Gandhi Road, Mumbai - 400 001, India.

Tel. +91 22 2267 0669, +91 22 2271 5600 | Fax: +91 22 7387 6784, +91 22 2267 0726

General e-mail: [continfo@wadiaghandy.com](mailto:continfo@wadiaghandy.com) | Personal e-mail: [firstname.lastname@wadiaghandy.com](mailto:firstname.lastname@wadiaghandy.com)

NL/DJM/10355/ J 297 // 2015

## ANNEXURE "E"

### TITLE CERTIFICATE

Rustomjee Realty Private Limited  
702, Natraj,  
M. V. Road Junction,  
Western Express Highway,  
Andheri (East),  
Mumbai- 400 069

Kind Attention: Mr. Boman Irani/Mr. Kaushik Shah

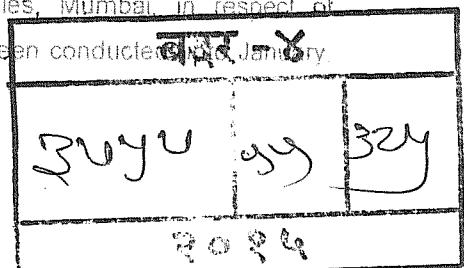
Dear Sirs,

Re: All that piece of land situate and lying at Survey No. 2021(8) square metres or thereabouts situate at New D.N. Nagar, Andheri (E) Mumbai 400 056 in the Registration Sub District of Bandra and District of Mumbai City ("the said Land").

I. We have been requested by our client, Rustomjee Realty Private Limited ("the Client") to investigate and issue a Title Certificate in respect of its development ("the Project") with respect to the said Land more particularly described in the Schedule hereunder written. In this regard we have undertaken the following steps appearing hereinbelow.

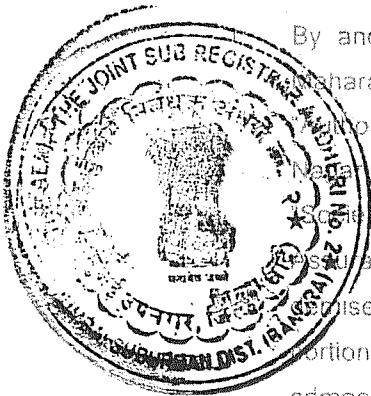
II. Steps

- Perused / inspected the original title deeds with respect to the said Land and list thereof is annexed hereto and marked as Annexure "A".
- For the purpose of this Report we have conducted a search (through Search Clerk Mr. Sameer Sawant) at the Sub-Registrar of Assurances at Mumbai for the last 48 (forty-eight) years i.e from 1966 to 2014. The search conducted is subject to availability of certain records and certain records being torn at the concerned Sub-Registrar's office. The Search Reports of Mr. Sameer Sawant are dated 11<sup>th</sup> February, 2010, 22<sup>nd</sup> April, 2011, 30<sup>th</sup> November, 2011, 2<sup>nd</sup> March, 2012, 11<sup>th</sup> January, 2014 15<sup>th</sup> July, 2014 and 23<sup>rd</sup> January, 2015.
- On our instructions, Robert Pavrey & Associates, Company Secretaries, has conducted a search at the Registrar of Companies, Mumbai, in respect of Rustomjee Realty Private Limited. The search has been conducted on 23<sup>rd</sup> January 2015.



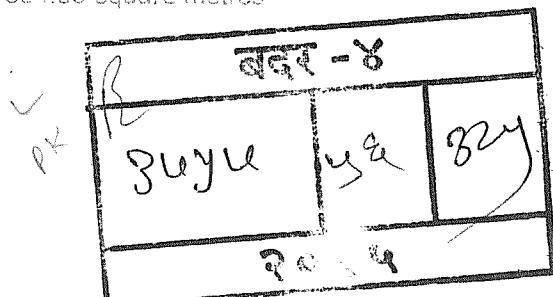
- (d) Caused Public Notices to be published in the following newspapers inviting claims from the public in respect of the said Land:
- Public Notice dated 20<sup>th</sup> January, 2014 in the edition of Economic Times dated 20<sup>th</sup> January, 2014;
  - Public Notice dated 20<sup>th</sup> January, 2014 in the edition of the Maharashtra Times dated 21<sup>st</sup> January, 2014
- (e) Examined the property register card with respect to the said Land
- (f) Examined Development Plan remark with respect to the said Land
- (g) With respect to the facts which cannot be ascertained from the examination of the public records, we have requested our clients to furnish information in that regard and the same is also recorded in the Declaration of even date given by Rustomjee Realty Private Limited.

### III. Title Chain of the Land

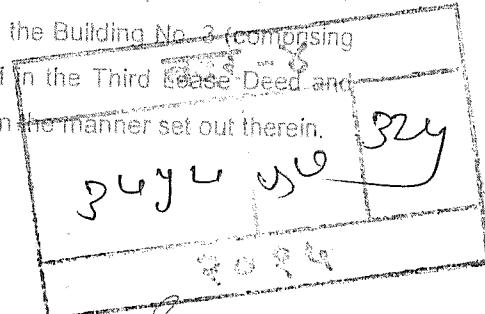


By and under an Indenture of Lease dated 16<sup>th</sup> April, 1994 executed between Maharashtra Housing and Area Development Authority (therein referred to as the "MHC Authority" and hereinafter referred to as "MHADA") of the One Part and New D. N. Nagar Sankalpa Sagar Co-operative Housing Society Ltd (therein referred to as the "Society") of the Other Part and registered at the office of the Sub-Registrar of Assurances Andheri, under Serial No.2320 ("the First Lease Deed"), MHADA has leased unto New D. N. Nagar Sankalpa Sagar Co-operative Housing Society Ltd, a portion of the said Land bearing Survey No.106-A and City Survey No.195 (Part) admeasuring 1554.30 square meters, for a period of 99 (ninety nine) years with effect from 1<sup>st</sup> October, 1979 for such rent and subject to the terms and conditions contained therein.

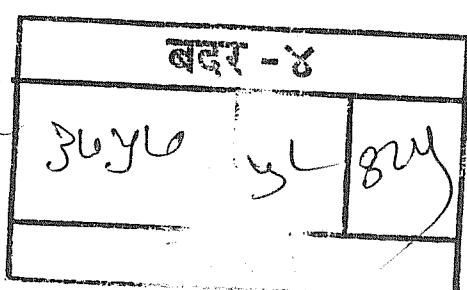
- 2 By and under a Sale Deed dated 16<sup>th</sup> April, 1994 executed between MHADA of the One Part and New D. N. Nagar Sankalpa Sagar Co-operative Housing Society Ltd of the Other Part and registered at the office of the Sub-Registrar of Assurances, Andheri under Serial No. BDR1/2322/2000 ("First Sale Deed"), MHADA has conveyed to New D. N. Nagar Sankalpa Sagar Co-operative Housing Society Ltd, the Building No.4 (comprising of 60 tenements) constructed on the land comprised in the First Lease Deed and forming part of the said Land for a consideration and in the manner set out therein.
- 3 By and under an entry dated 31<sup>st</sup> July, 2007, the name of D. N. Nagar Sankalpa Sagar Co-operative Housing Society Ltd was incorporated as a Lessee on the Property Register Card with respect to the CTS No. 195 for an area admeasuring 1554.30 square metres.



- 4 By and under an Indenture of Lease dated 10<sup>th</sup> July, 1995 executed between MHADA (therein referred to as "Authority") of the One Part and New D. N. Nagar Juhu Kinara Co-operative Housing Society Ltd (therein referred to as "Society") of the Other Part and registered at the office of the Sub-Registrar of Assurances Andheri, under Serial No. 1/952/95 ("Second Lease Deed"), MHADA has demised unto New D. N. Nagar Juhu Kinara Co-operative Housing Society Ltd, a portion of the said Land bearing Survey No. 106-A and City Survey No.195 (Part) admeasuring 1347.76 square meters for a period of 99 (ninety nine) years with effect from 1<sup>st</sup> October, 1979 for such rent and subject to the terms and conditions contained therein
- 5 By and under a Sale Deed dated 10<sup>th</sup> July, 1995 executed between MHADA of the One Part and New D. N. Nagar Juhu Kinara Co-operative Housing Society Ltd and registered at the office of the Sub-Registrar of Assurances, Andheri under Serial No.BDR1/952/1995 ("Second Sale Deed"), MHADA has conveyed to New D. N. Nagar Juhu Kinara Co-operative Housing Society Ltd, the Building No. 3 consisting of ABC Wings (comprising of 60 tenements) constructed on the land comprised in the Second Lease Deed and forming part of the said Land for a consideration and in the manner set out therein.
- 6 By and under an entry dated 31<sup>st</sup> July, 2007, the name of D. N. Nagar Juhu Kinara Co-operative Housing Society Ltd was incorporated as a lessee on the Property Register Card with respect to CTS No. 195 for an area of 1347.76 square metres.
- 7 By and under an Indenture of Lease dated 30<sup>th</sup> November, 2002 executed between MHADA (therein referred to as "Authority") of the One Part and New D. N. Nagar Smit Sagar Co-operative Housing Society Limited (therein referred to as "Society") of the Other Part and registered at the office of the Sub-Registrar of Assurances Andheri, under Serial No. 1/2172/2173 ("Third Lease Deed"), MHADA has demised unto New D. N. Nagar Smit Sagar Co-operative Housing Society Ltd, a portion of the said Land bearing Survey No.106-A and City Survey No.195 (Part) admeasuring 1471.01 square meters, for a period of 99 (ninety nine) years with effect from 1<sup>st</sup> October, 1979 for such rent and subject to the terms and conditions contained therein.
- 8 By and under a Sale Deed dated 30<sup>th</sup> November, 2002 executed between MHADA of the One Part and New D. N. Nagar Smit Sagar Co-operative Housing Society Ltd and registered at the office of the Sub-Registrar of Assurances, Andheri under Serial No. BDR1/2174/2002 ("Third Sale Deed"), MHADA has conveyed to New D. N. Nagar Smit Sagar Co-operative Housing Society Ltd, the Building No. 3 (comprising of 60 tenements) constructed on the land comprised in the Third Lease Deed and forming part of the said Land for a consideration and in the manner set out therein.

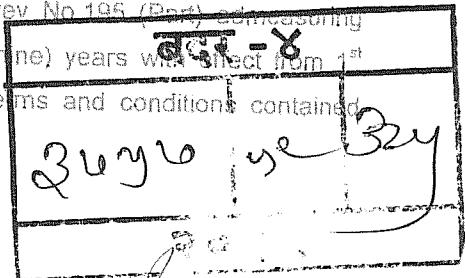


- 9 By and under an entry dated 31<sup>st</sup> July, 2007, the name of D. N. Nagar Smit Sagar Co-operative Housing Society Ltd was incorporated as a Lessee on the Property Register Card with respect to CTS No. 195 for an area admeasuring 1471.01 square metres.
- 10 By and under an Indenture of Lease dated 28<sup>th</sup> June, 2006 executed between MHADA (therein referred to as "Authority") of the One Part and New D. N. Nagar Akashdeep Co-operative Housing Society Limited (therein referred to as "Society") of the Other Part and registered at the office of the Sub-Registrar of Assurances Andheri, under Serial No. BDR1/05529/2006 ("Fourth Lease Deed"), MHADA has demised unto New D. N. Nagar Akashdeep Co-operative Housing Society Ltd, a portion of the said Land bearing Survey No.106-A and City Survey No.195 (Part) admeasuring 1132.66 square meters, for a period of 99 (ninety nine) years with effect from 1<sup>st</sup> October, 1979 for such rent and subject to the terms and conditions contained therein.
- 11 By and under a Sale Deed dated 28<sup>th</sup> June, 2006 executed between MHADA of the One Part and New D. N. Nagar Akashdeep Co-operative Housing Society Limited of the Other Part and registered at the office of the Sub-Registrar of Assurances, Andheri under Serial No. BDR1/5530/2006 ("Fourth Sale Deed") for the sale of Building No. 4 (comprising of 60 tenements) constructed on the land comprised in the Fourth Lease Deed and forming part of the said Land for a consideration and in the manner set out therein.
- 12 By and under an entry dated 31<sup>st</sup> July, 2007, the name of D. N. Nagar Akashdeep Co-operative Housing Society Ltd was incorporated as a Lessee on the Property Register Card with respect to CTS No. 195 for an area admeasuring 1132.66 square metres.
- 13 By and under an Indenture of Lease dated 7<sup>th</sup> July, 2006 executed between MHADA (therein referred to as "Authority") of the One Part and Juhu Chhaya Co-operative Housing Society Ltd (therein referred to as "Society") of the Other Part and registered at the office of the Sub-Registrar of Assurances Andheri, under Serial No. BDR1/5753/2006 ("Fifth Lease Deed"), MHADA has demised unto Juhu Chhaya Co-operative Housing Society Limited, a portion of the said Land bearing Survey No.106-A and City Survey No 195 (Part) admeasuring 1178.56 square meters, for a period of 99 (ninety nine) years with effect from 1<sup>st</sup> October, 1979 for such rent and subject to the terms and conditions contained therein.
- 14 By and under a Sale Deed dated 7<sup>th</sup> July, 2006 executed between MHADA of the One Part and Juhu Chhaya Co-operative Housing Society Ltd of the Other Part and registered at the office of the Sub-Registrar of Assurances, Andheri under Serial No. BDR1/5752/2006 ("Fifth Sale Deed") for the sale of Building No. 5 (comprising of 60



tenements) constructed on the land comprised in the Fifth Lease Deed and forming part of the said Land for a consideration and in the manner set out therein.

15. By and under an entry dated 31<sup>st</sup> July, 2007, the name of Juhu Chhaya Co-operative Housing Society Ltd was incorporated as a Lessee on the Property Register Card with respect to CTS No. 195 for an area admeasuring 1178.56 square metres.
16. By and under an Indenture of Lease dated 28<sup>th</sup> June, 2006 executed between MHADA (therein referred to as "Authority") of the One Part and New D. N. Nagar Satyam Shivam Sunderam Co-operative Housing Society Ltd (therein referred to as "Society") of the Other Part and registered at the office of the Sub-Registrar of Assurances Andheri, under Serial No. BDR4/05525/2006 ("Sixth Lease Deed"), MHADA has demised unto New D. N. Nagar Satyam Shivam Sunderam Co-operative Housing Society Ltd, a portion of the said Land bearing Survey No.106-A and City Survey No.195 (Part) admeasuring 1133.66 square meters for a period of 99 (ninety nine) years with effect from 1<sup>st</sup> October, 1979 for such rent and subject to the terms and conditions contained therein.
17. By and under a Sale Deed dated 28<sup>th</sup> June, 2006 executed between MHADA (therein referred to as "Authority") of the One Part and New D. N. Nagar Satyam Shivam Sunderam Co-operative Housing Society Ltd of the Other Part and registered at the office of the Sub-Registrar of Assurances, Andheri under Serial No.BDR1/5526/2006 ("Sixth Sale Deed"), MHADA has conveyed to New D. N. Nagar Satyam Shivam Sunderam Co-operative Housing Society Ltd the Building No. 6 (comprising of 60 tenements) constructed on the land comprised in the Sixth Lease Deed and forming part of the said Land for a consideration and in the manner set out therein.
18. By and under an entry dated 31<sup>st</sup> July, 2007, the name of New D. N. Nagar Satyam Shivam Sunderam Co-operative Housing Society Ltd was incorporated as a Lessee on the Property Register Card with respect to CTS No. 195 for an area admeasuring 1133.66 square metres.
19. By and under an Indenture of Lease dated 28<sup>th</sup> June, 2006 executed between MHADA (therein referred to as "Authority") of the One Part and New D. N. Nagar Juhu Milan Co-operative Housing Society Ltd (therein referred to as "Society") of the Other Part and registered at the office of the Sub-Registrar of Assurances Andheri, under Serial No. BDR1/05535/2006 ("Seventh Lease Deed"), MHADA has demised unto New D. N. Nagar Juhu Milan Co-operative Housing Society Ltd, a portion of the said Land bearing Survey No.106-A and City Survey No.195 (Part) admeasuring 1133.66 square meters for a period of 99 (ninety nine) years with effect from 1<sup>st</sup> October, 1979 for such rent and subject to the terms and conditions contained therein.

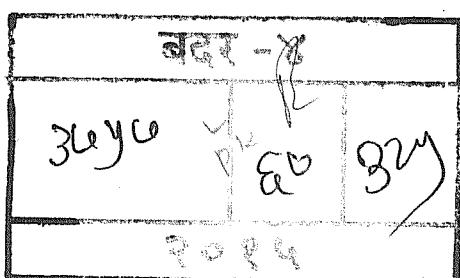


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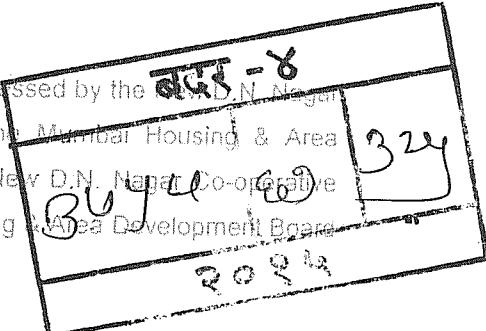
- 20 By and under a Sale Deed dated 28<sup>th</sup> June, 2006 executed between MHADA (therein referred to as "Authority") of the One Part and New D. N. Nagar Juhu Milan Co-operative Housing Society Ltd (therein referred to as "Society") of the Other Part and registered at the office of the Sub-Registrar of Assurances, Andheri under Serial No.BDR1/05536/2006 ("Seventh Sale Deed"), MHADA has conveyed to New D. N. Nagar Juhu Milan Co-operative Housing Society Ltd for the sale of Building No. 7 (comprising of 60 tenements) constructed on the land comprised in the Seventh Lease Deed and forming part of the said Land for a consideration and in the manner set out therein.
- 21 By and under an entry dated 31<sup>st</sup> July, 2007, the name of New D. N. Nagar Juhu Milan Co-operative Housing Society Ltd was incorporated as a Lessee on the Property Register Card with respect to CTS No. 195 for an area admeasuring 1138.88 square metres.
22. By and under an Indenture of Lease dated 28<sup>th</sup> September, 2002 executed between MHADA (therein referred to as "Authority") of the One Part and New D. N. Nagar Juhu Angan Co-operative Housing Society Ltd (therein referred to as "Society") of the Other Part and registered at the office of the Sub-Registrar of Assurances, Andheri under Serial No.BDR1/1653/2000 ("Eight Lease Deed"), MHADA has leased unto New D. N. Nagar Juhu Angan Co-operative Housing Society Ltd, a portion of the said Land bearing Survey No.106-A and City Survey No.195 (Part) admeasuring 1335.22 square meters for a period of 99 (ninety nine) years with effect from 1<sup>st</sup> October, 1979 for such rent and subject to the terms and conditions contained therein.

By and under a Sale Deed dated 28<sup>th</sup> September, 2002 executed between MHADA (therein referred to as "Authority") of the One Part and New D. N. Nagar Juhu Angan Co-operative Housing Society Ltd (therein referred to as "Society") of the Other Part and registered at the office of the Sub-Registrar of Assurances under Serial No BDR1/1655/2000, Andheri ("Eight Sale Deed"), MHADA has conveyed to New D. N. Nagar Juhu Milan Co-operative Housing Society Ltd the Building No. 8 (comprising of 60 tenements) constructed on the land comprised in the Eight Lease Deed and forming part of the said Land for a consideration and in the manner set out therein.

The First Lease Deed, Second Lease Deed, Third Lease Deed, Fourth Lease Deed, Fifth Lease Deed, Sixth Lease Deed, Seventh Lease Deed and Eighth Lease Deed are hereinafter collectively referred to as "the Lease Deeds". The First Sale Deed, Second Sale Deed, Third Sale Deed, Fourth Sale Deed, Fifth Sale Deed, Sixth Sale Deed, Seventh Sale Deed and Eighth Sale Deed are hereinafter collectively referred to as "the Sale Deeds"



- 24 By and under an entry dated 31<sup>st</sup> July, 2007, the name of Juhu Angan Co-operative Housing Society Ltd was incorporated as a Lessee on the Property Register Card with respect to CTS No. 195 for an area admeasuring 1335.22 square metres.
- 25 With respect to area admeasuring 7,206 square metres being the scheme open space and an area admeasuring 2783.74 square metres being lit bit land thereby aggregating to 9,989.74 square metres, lease is yet to be executed by MHADA in favour of the New D N Nagar Co-operative Housing Societies Union Limited.
- 26 By and under an Order dated 19<sup>th</sup> December, 2005 read with Order dated 3<sup>rd</sup> April, 2006 passed under Section 17 of the Maharashtra Co-operative Societies Act, 1960, read with Rule 16 of the Maharashtra Co-operative Societies Rules, 1961, the following Societies were amalgamated into the New D.N. Nagar Co-operative Housing Societies Union Limited and all the assets (being the leasehold rights with respect to their respective portions of the said Land and the ownership rights with respect to their respective buildings) and liabilities thereof were merged into the New D N Nagar Co-operative Housing Societies Union Limited.
- (i) Juhu Angan Co-operative Housing Society Limited;  
(ii) Smit Sagar Co-operative Housing Society Limited;  
(iii) Shiv Sagar Co-operative Housing Society Limited;  
(iv) Siddhivinayak Co-operative Housing Society Limited;  
(v) Sai Sagar Co-operative Housing Society Limited;  
(vi) Akashdeep Co-operative Housing Society Limited;  
(vii) Juhu Chhaya Co-operative Housing Society Limited;  
(viii) Satyam Shivam Sundaram Co-operative Housing Society Limited;  
(ix) Juhu Milan Co-operative Housing Society Limited; and  
(x) Juhu Kinara Co-operative Housing Society Limited.
- 27 By and under an Order dated 16<sup>th</sup> June, 2001 passed under Section 17 of the Maharashtra Co-operative Societies Act, 1960, read with Rule 16 of the Maharashtra Co-operative Societies Rules, 1961, the D.N. Nagar Sankalpa Sagar Co-operative Housing Society Ltd. was dissolved and the same was bifurcated into three separate societies, namely (i) D.N. Nagar Shiv Sagar Co-operative Housing Society Limited; (ii) D N Nagar Siddhivinayak Co-operative Housing Society Limited; and (iii) Sai Sagar Co-operative Housing Society Limited.
- 28 By and under a letter dated 14<sup>th</sup> November, 2011 addressed by the ~~D.N.S~~ - 8  
Co-operative Housing Societies Union Limited to the Mumbai Housing & Area Development Board it is inter alia requested by the New D.N. Nagar Co-operative Housing Societies Union Limited to the Mumbai Housing & Area Development Board

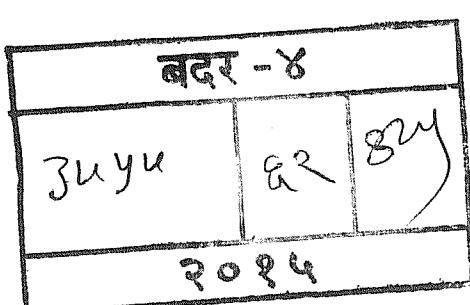


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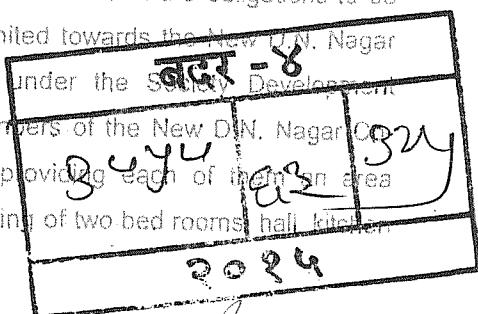
to execute a lease with respect to the said Land in favour of the New D.N. Nagar Co-operative Housing Societies Union Limited and the same is in process.

- 29 By and under a Development Agreement dated 31<sup>st</sup> December, 2005 ("the Society Development Agreement") executed between (1) New D. N. Nagar Juhu Kinara Co-operative Housing Society Limited, (2) D. N. Nagar Smit Sagar Co-operative Housing Society Limited, (3) D. N. Nagar Sai Sagar Co-operative Housing Society Limited, (4) New D. N. Nagar Siddhivinayak Co-operative Housing Society Limited, (5) New D. N. Nagar Shiv Sagar Co-operative Housing Society Limited, (6) New D. N. Nagar Akashdeep Co-operative Housing Society Limited, (7) New D. N. Nagar Juhu Chhaya Co-operative Housing Society Limited, (8) New D. N. Nagar Satyam Shivam Sundaram Co-operative Housing Society Limited, (9) New D. N. Nagar Juhu Milan Co-operative Housing Society Limited (10) New D. N. Nagar Juhu Angan Co-operative Housing Society Limited (therein referred to as "the Society"), the New D.N. Nagar Co-operative Housing Societies Union Limited (therein referred to as "the Union") and the Vaidehi Akash Housing Private Limited (therein referred to as "the Developers") and registered with the office of the Sub- Registrar of Assurances, Mumbai Andheri-I (Bandra) under Registration No.BDR-1/116/2006, the New D.N. Nagar Co-operative Housing Societies Union Limited agreed to grant to Vaidehi Akash Housing Private Limited, the Developers therein, development rights in respect of the said Land upto 2.4 FSI only, for the consideration and subject to the terms and conditions contained therein.
- 30 By and under a General Power of Attorney dated 5<sup>th</sup> January, 2006, ("the Society Power of Attorney") executed by (1) New D.N.Nagar Juhu Kinara Co-operative Housing Society Limited, (2) D.N.Nagar Smit Sagar Co-operative Housing Society Limited, (3) D N Nagar Sai Sagar Co-operative Housing Society Limited, (4) New D.N.Nagar Siddhivinayak Co-operative Housing Society Limited, (5) New D.N.Nagar Shiv Sagar Co-operative Housing Society Limited, (6) New D.N.Nagar Akashdeep Co-operative Housing Society Limited, (7) New D.N.Nagar Juhu Chhaya Co-operative Housing Society Limited, (8) New D.N.Nagar Satyam Shivam Sundaram Co-operative Housing Society Limited, (9) New D.N.Nagar Juhu Milan Co-operative Housing Society Limited (10) New D.N.Nagar Juhu Angan Co-operative Housing Society Limited and New D.N.Nagar Co-operative Housing Societies Union Limited in favour of Gurunath Phondekar, the director of Vaidehi Akash Housing Private Limited in respect of the development of the said Land, power to perform such acts, deeds, matters and things as mentioned therein was granted.
- 31 By and under a Development Agreement dated 4<sup>th</sup> April, 2007 ("the Rustomjee Development Agreement") executed between Vaidehi Akash Housing Private Limited and Rustomjee Realty Private Limited and registered on 4<sup>th</sup> April, 2007 with the office of the Sub. Registrar of Assurances under Serial No. 2946 of 2007, Vaidehi



Akash Housing Private Limited granted and/or assigned the development rights with respect to the portion of the land identified as free sale component land to construct free sale buildings thereon ("Free Sale Buildings") for the monetary consideration of Rs. 112,19,40,000/- (Rupees One Hundred Twelve Crores Nineteen Lakh Forty Thousand only) out of which Rustomjee Realty Private Limited had paid to Vaidehi Akash Housing Private Limited a consideration of Rs. 70,00,00,000/- (Rupees Seventy Crores only) and has agreed to allot to Vaidehi Akash Housing Private Limited 57,050 square feet of carpet area in the Free Sale Buildings in the manner and on the terms and conditions mentioned therein. Under the Rustomjee Development Agreement, Vaidehi Akash Housing Private Limited has inter-alia undertaken, at the costs and expenses of Vaidehi Akash Housing Private Limited to rehabilitate the 480 members of the New D.N. Nagar Co-operative Housing Societies Union Limited, by providing each of them an area admeasuring 540 square feet carpet area comprising two bed rooms, hall, kitchen with two baths cum toilet plus 100 square feet dry area niche/flower bed area in the rehabilitation buildings to be constructed on the portion of the said Land ("Rehabilitation Buildings"), pay rent for the temporary alternate accommodation to the Members, and spot and obtain all the approvals for the development of the said Land including the premium payable to MHADA

32. Since the execution of the Rustomjee Development Agreement, Rustomjee Realty Private Limited is in the sole, exclusive and absolute possession of the said Land and in possession of the portion of the said Land identified as the free sale component land.
33. By and under a Confirmation Agreement dated 3<sup>rd</sup> February, 2010 ("the Confirmation Agreement") executed between the New D.N. Nagar Co-operative Housing Societies Union Limited (therein referred to as the said Society) of the First Part, Vaidehi Akash Housing Private Limited (therein referred to as Vaidehi Akash Housing Private Limited) of the Second Part and Rustomjee Realty Private Limited (therein referred to as Rustomjee) of Third Part and registered with the office of the Sub Registrar of Assurances at Andheri under Serial No.2333 of 2010, the New D.N. Nagar Co-operative Housing Societies Union Limited confirmed the development rights assigned to Rustomjee Realty Private Limited with respect to the Plot B (as defined therein and hereinbelow) as stated in the Rustomjee Development Agreement and the sole and exclusive possession of the Plot B and inter-alia being the portion of the land on which the free sale component is to be developed. It was inter alia recorded under the Confirmation Agreement that all the obligations to be performed by Vaidehi Akash Housing Private Limited towards the New D.N. Nagar Co-operative Housing Societies Union Limited under the said Development Agreement, including to rehabilitate the 480 members of the New D.N. Nagar Co-operative Housing Societies Union Limited by providing each of them an area admeasuring 540 square feet carpet area comprising of two bed rooms, hall, kitchen.

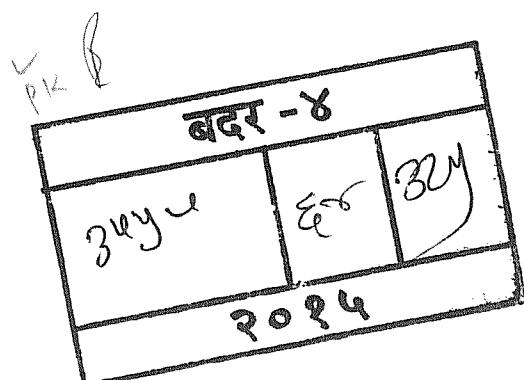


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with two baths and toilet plus 100 square feet dry area niche/flower bed area i.e. total 640 square feet in the Rehabilitation Buildings on the Plot A (as defined hereinbelow) shall be undertaken solely by Vaidehi Akash Housing Private Limited at its own costs and expenses. Under the Confirmation Agreement, the bifurcation of the said Land is undertaken as follows:-

- (a) All that piece of land situate and lying at Survey No. 106, Part No.5, CTS No.195 (part) of Village Andheri, Taluka Andheri, admeasuring 14,415 square metres or thereabouts situate at New D.N. Nagar, Andheri (W), Mumbai 400 053 in the Registration Sub District of Bandra and District of Mumbai City being the portion of the said Land is demarcated as rehabilitation land ("Plot A"); and
- (b) All that piece of land situate and lying at Survey No. 106, Part No.5, CTS No.195 (part) of Village Andheri, Taluka Andheri, admeasuring 7973 square metres or thereabouts situate at New D.N. Nagar, Andheri (W), Mumbai 400 053 in the Registration Sub District of Bandra and District of Mumbai City being the portion of the said Land is demarcated as free sale land ("Plot B")

By and under an Agreement dated 10<sup>th</sup> February 2010 ("the FSI Agreement") executed between the New D.N. Nagar Co-operative Housing Societies Union Limited, Vaidehi Akash Housing Private Limited and Rustomjee Realty Private Limited and registered with the office of the Sub Registrar of Assurances at Andheri under Serial No. 2334 of 2010, Vaidehi Akash Housing Private Limited agreed, acknowledged and confirmed that it was unable to conclude any agreement to purchase and acquire additional FSI beyond 2.4 FSI as per Clause 52 of the Society Development Agreement and that the New D.N. Nagar Co-operative Housing Societies Union Limited, to whom the FSI beyond 2.4 belonged, was free and entitled to dispose of the same in its sole discretion, and granted unto Rustomjee Realty Private Limited the right and entitlement to exploit the full development potential of the said Land by utilization of such FSI and/or TDR as may be permissible in law without restriction of utilization of 2.4 FSI on Plot B. For such purchase and utilization of FSI in excess of 2.4 FSI by Rustomjee Realty Private Limited from the New D.N. Nagar Co-operative Housing Societies Union Limited, Rustomjee Realty Private Limited has agreed to pay to the New D.N. Nagar Co-operative Housing Societies Union Limited, the separate consideration in the manner and on the terms as stated therein. Simultaneously, with the execution of the FSI Agreement, Rustomjee Realty Private Limited has paid to the New D.N. Nagar Co-operative Housing Societies Union Limited, a consideration of Rs.5,00,00,000/- (Rupees Five Crores only) towards such additional FSI in excess of 2.4 FSI.



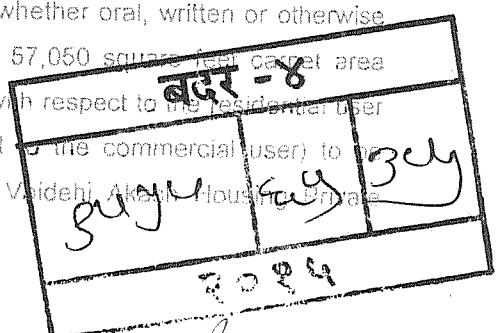
35 By and under a Letter dated 10<sup>th</sup> February, 2010 addressed by Vaidehi Akash Housing Private Limited to the New D.N. Nagar Co-operative Housing Societies Union Limited and Rustomjee Realty Private Limited, inter alia, irrevocable and unconditional instructions were given by Vaidehi Akash Housing Private Limited to Rustomjee Realty Private Limited to pay the balance amount of Rs. 42,00,00,000/- (Rupees Forty Two Crore Only) payable by Rustomjee Realty Private Limited, to the New D.N. Nagar Co-operative Housing Societies Union Limited, under the Rustomjee Development Agreement in the following manner:-

- (a) Towards costs, charges, expenses and premium to be payable directly to MHADA for the procurement and obtainment of 2.4 FSI to be utilised on Plot B as per the Rustomjee Development Agreement; and
- (b) The balance to the New D.N. Nagar Co-operative Housing Societies Union Limited in 6 (six) monthly instalments to commence from the date of procurement and obtainment of 2.4 FSI.

Under the aforesaid letter, Vaidehi Akash Housing Private Limited has confirmed that upon payment of the abovementioned sum, Rustomjee Realty Private Limited shall be discharged from its obligations relating to the payment under the Rustomjee Development Agreement.

36 By and under a Power of Attorney dated 5<sup>th</sup> March, 2010, the New D.N. Nagar Co-operative Housing Societies Union Limited has granted in favour of Rustomjee Realty Private Limited powers to develop the Plot B in the manner as stated therein by utilization of its full development potential.

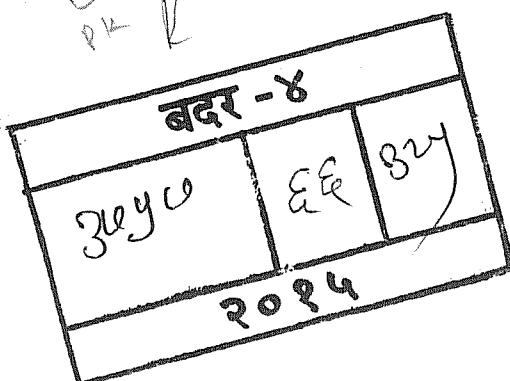
37 Public notices dated 15<sup>th</sup> March, 2010 were issued in Mumbai Samachar, Maharashtra Times and the Times of India by us on behalf of Rustomjee Realty Private Limited, inter alia, whilst stating the facts with regard to the Society Development Agreement, Rustomjee Development Agreement, Confirmation Agreement and the FSI Agreement and notifying the public at large of the rights of Rustomjee Realty Private Limited and that no one should deal with or enter into any arrangement or transaction of any nature whatsoever, whether oral, written or otherwise, with any person and/or entity for Plot B and/or FSI and/or TDR and/or any other benefits arising therefrom and/or the premises and the units to be constructed in the new buildings on the Plot B save and except with Rustomjee Realty Private Limited and that any arrangement or transaction, whether oral, written or otherwise or dealing with respect to the area admeasuring 57,050 square feet carpet area (which comprises 37,050 square feet carpet area with respect to the residential user and 20,000 square feet carpet area with respect to the commercial user) to be allotted by Rustomjee Realty Private Limited to Vaidehi Akash Housing Private



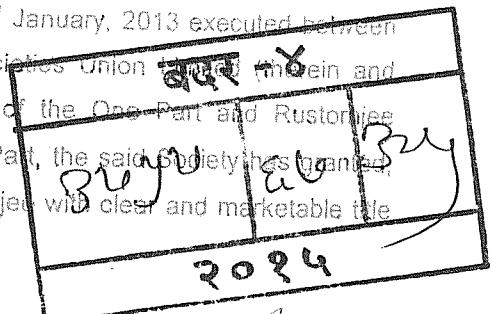
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Limited shall be subject to the terms and conditions of the Rustomjee Development Agreement.

- 38 Pursuant to the public notices dated 15<sup>th</sup> March, 2010 issued in Mumbai Samachar, Maharashtra Times and the Times of India by us on behalf of Rustomjee Realty Private Limited, we received several objections ("Claims") a list whereof together with the details is mentioned hereinbelow.
- 39 Thereupon by and under a letter dated 16<sup>th</sup> April, 2010 addressed by Advocate acting on behalf of the New D.N. Nagar Co-operative Housing Societies Union Limited to Vaidehi Akash Housing Private Limited, the New D.N. Nagar Co-operative Housing Societies Union Limited has, inter alia, terminated, cancelled and revoked the Society Development Agreement and the Society Power of Attorney given by the New D.N. Nagar Co-operative Housing Societies Union Limited in favour of Vaidehi Akash Housing Private Limited pursuant to the Society Development Agreement in view of the failure and neglect on the part of Vaidehi Akash Housing Private Limited to perform its obligations under the Society Development Agreement as recorded therein.
- 40 and under a letter dated 16<sup>th</sup> April, 2010 addressed by the New D.N. Nagar Co-operative Housing Societies Union Limited to Rustomjee Realty Private Limited ("the Confirmation Letter"), the New D.N. Nagar Co-operative Housing Societies Union Limited confirmed and acknowledged that the rights of Rustomjee Realty Private Limited to develop Plot B by utilisation of the full development potential of the said Land (including in excess of 2.4 FSI as stated in the Rustomjee Development Agreement, the Confirmation Agreement and the FSI Agreement) are valid, subsisting, binding and enforceable.
- 41 By and under a resolution dated 25<sup>th</sup> April, 2010 ("the said Resolution") passed at Special General Body Meeting of the New D.N. Nagar Co-operative Housing Societies Union Limited, the New D.N. Nagar Co-operative Housing Societies Union Limited, inter alia, ratified the cancellation of the Society Development Agreement and the Society Power of Attorney, and confirmed the development rights of Rustomjee Realty Private Limited in respect of Plot B.
42. By and under a letter dated 7<sup>th</sup> July, 2010 addressed by us to Vaidehi Akash Housing Private Limited, we, inter alia, stated that on the failure of Vaidehi Akash Housing Private Limited to perform its obligations under the Rustomjee Development Agreement, the obligation of Rustomjee Realty Private Limited to perform its reciprocal promises under the Rustomjee Development Agreement had come to an end and could not be enforced by Vaidehi Akash Housing Private Limited.



43. Thereafter, at a Special General Body Meeting of the New D.N. Nagar Co-operative Housing Societies Union Limited was held on 9<sup>th</sup> January, 2011 ("Special General Body Resolution") it was, inter alia, duly resolved that the redevelopment of the said Land would be undertaken by Rustomjee Realty Private Limited and Rustomjee Realty Private Limited was appointed / its appointment was continued as the developer of the said Land (both for Plot A and Plot B) in the manner as stated therein.
44. In accordance with the Special General Body Resolution, by and under an Agreement dated 29<sup>th</sup> January, 2011 ("the 2011 Agreement") executed between the New D.N. Nagar Co-operative Housing Societies Union Limited (therein referred to as the said Society) of the One Part and Rustomjee Realty Private Limited (therein referred to as Rustomjee/Developer ) of the Other Part and registered at the office of the Sub Registrar of Assurances, Mumbai under Serial No.BDR4-80 of 2011, the New D.N. Nagar Co-operative Housing Societies Union Limited inter-alia appointed Rustomjee Realty Private Limited as the developer on behalf or through its nominee/s) for construction of the Rehabilitation Buildings for the consideration and subject to the terms and conditions set out therein.
45. Simultaneously, with the execution of the 2011 Agreement, the New D.N. Nagar Co-operative Housing Societies Union Limited executed a power of attorney of even date, registered at the office of the Sub Registrar of Assurances, Mumbai under Serial No.BDR4-80 of 2011 ("the said Power of Attorney") in favour of Rustomjee Realty Private Limited and handed over possession of Plot A to Rustomjee Realty Private Limited and confirmed that the possession of Plot B had been and continues to be with Rustomjee Realty Private Limited, vide a possession letter of even date ("the Possession Letter").
46. Rustomjee Realty Private Limited has inter-alia created a mortgage of the areas of the free sale component and the development rights with respect to the said Land in favour of State Bank of India by and under a Deed of Mortgage dated 23<sup>rd</sup> July, 2012 registered with the office of the Sub Registrar of Assurances under Serial No. BDR-9/6176 of 2012 and Supplemental Deed of Mortgage dated 17<sup>th</sup> January, 2013 registered with the office of the Sub Registrar of Assurances under Serial No. BRL - 1/666 of 2013 for the consideration and on the terms and conditions mentioned therein.
47. By and under a Deed of Appropriation dated 10<sup>th</sup> January, 2013 executed between the New D.N. Nagar Co-operative Housing Societies Union Limited (therein and hereinafter referred to as "the said Society") of the One Part and Rustomjee (therein referred to as Rustomjee) of the Other Part, the said Society has granted, transferred, conveyed and assigned unto Rustomjee with clear and marketable title



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and free from all encumbrances an area admeasuring 7,000 (seven thousand) square feet (carpet area) in the Free Sale Building to be constructed by Rustomjee on a portion of the said Land for the consideration and on the terms and conditions mentioned therein

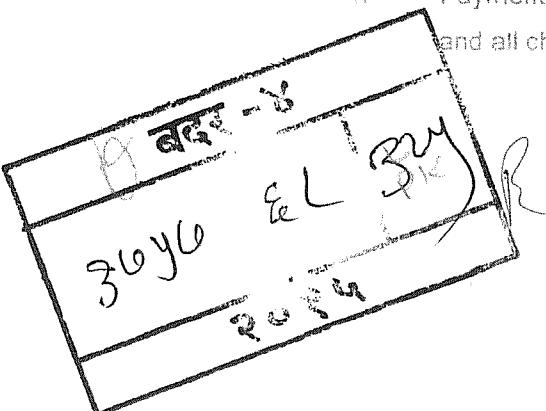
48 By and under a Deed of Appropriation dated 27<sup>th</sup> April, 2013 executed between the said Society (therein referred to as the said Society) of the One Part and Rustomjee (therein referred to as Rustomjee) of the Other Part, the said Society has granted, transferred, conveyed and assigned unto Rustomjee with clear and marketable title and free from all encumbrances an area admeasuring 50,050 (fifty thousand fifty) square feet (carpet area) in the Free Sale Building to be constructed by Rustomjee on a portion of the said Land for the consideration and on the terms and conditions mentioned therein.

49 Pursuant to the public notices dated 20<sup>th</sup> January, 2014 issued in Economic Times and Maharashtra Times by us on behalf of Rustomjee Realty Private Limited, we received several objections ("Objections") a list whereof together with the details is annexed hereto and marked as Annexure "B".

Rustomjee has also obtained 392 (Three Ninety Two ) individual irrevocable consents from the members of the said Society for the redevelopment of the said Land by Rustomjee in accordance and as per the requirement of the provisions of Regulation 33(5) of the D.C. Regulations, 1991, a list whereof is annexed hereto and marked as Annexure "C". [ ]

51 By and under a letter dated 10th January, 2013 ("the Settlement Letter") executed between Rustomjee Realty Private Limited and the New D.N. Nagar Co-operative Housing Societies Union Limited, it was confirmed and clarified that Rustomjee Realty Private Limited shall incur the following expenses for construction of 480 (four hundred eighty) flats for the members of New D.N. Nagar Co-operative Housing Societies Union Limited each admeasuring 540 square feet carpet area comprising two bed rooms, hall, kitchen with two baths and toilet plus 100 square feet dry area niche/ flower bed area (aggregating to 640 square feet):

- i. Cost of construction of Rehabilitation Buildings;
- ii. Cost of amenities as mentioned in the 2011 Agreement;
- iii. Payment of all charges/premium to MHADA for acquiring FSI and the NOC thereof for permission of redevelopment (which has been duly received);
- iv. Payment of all charges to BMC in respect to redevelopment except for any and all charges of Fungible FSI with respect to Rehabilitation Buildings;

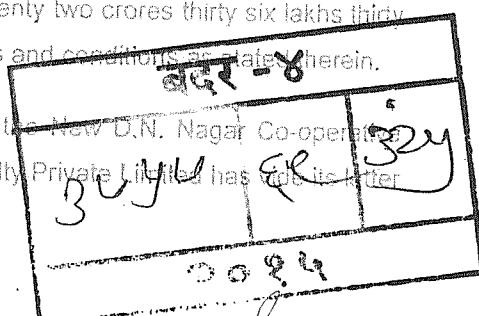
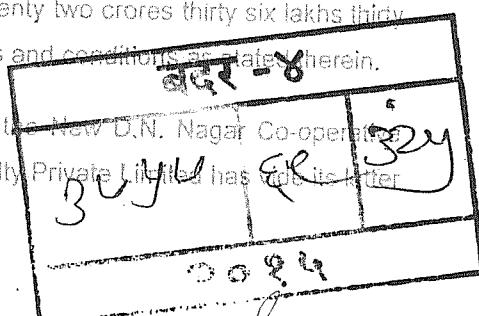


- v Payment of Electricity charges for the site during the construction period of Rehabilitation Buildings;
- vi The payment of deposit to TATA/Reliance Energy for obtaining electric meter to 480 (four hundred eighty) members in their respective flats in the Rehabilitation Buildings

New D.N. Nagar Co-operative Housing Societies Union Limited has in the Settlement Letter, inter alia, also confirmed that Rustomjee Realty Private Limited has duly performed all the terms and conditions accorded on Rustomjee Realty Private Limited with regard to the redevelopment of the said Land under the Rustomjee Development Agreement, the Confirmation Agreement, the FSI Agreement and the 2011 Agreement.

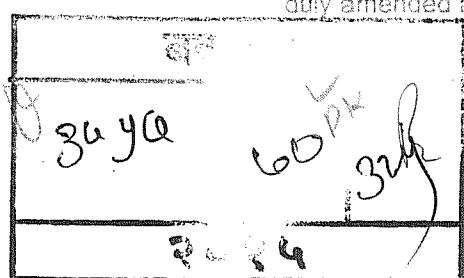
#### IV. Approvals

- (i) The redevelopment of the said Land is undertaken under the provisions Regulation 33(5) of the Development Control Regulation, 1991 (amended from time to time);
- (ii) By and under an Offer Letter dated 28<sup>th</sup> February, 2006 addressed by MHADA to the New D.N. Nagar Co-operative Housing Societies Union Limited, MHADA has permitted the utilisation of 36,001.64 square meters on the land plate admeasuring 20,218.65 square metres and has requested to make payment of Rs. 9,49,05,900/- (Rupees nine crore forty nine lakh five thousand and nine hundred only) and on the terms and conditions as stated therein. The New D.N. Nagar Co-operative Housing Societies Union Limited has informed us that the entire amount of Rs. 9,49,05,900/- (Rupees nine crore forty nine lakh five thousand and nine hundred only) has been duly paid. However, the New D.N. Nagar Co-operative Housing Societies Union Limited presently only had the receipts dated 16<sup>th</sup> May, 2006 and 26<sup>th</sup> May, 2006 acknowledging payment aggregating to an amount of Rs. 9,00,00,000/- (Rupees Nine Crore Only) issued by MHADA in favour of the New D.N. Nagar Housing Societies Union Limited .
- (iii) By and under an Offer Letter dated 20<sup>th</sup> May, 2010 addressed by MHADA to the New D.N. Nagar Co-operative Housing Societies Union Limited, MHADA has approved the proposal of the New D.N. Nagar Co-operative Housing Societies Union Limited for the utilisation of FSI of 20008.51 square metres (beyond existing built-up area) on the land plate admeasuring 20,218.65 square metres and has requested to make payment of Rs. 22,36,32,500/- (Rupees twenty two crores thirty six lakhs thirty two thousand five hundred only) and on the terms and conditions as stated herein.
- (iv) Subsequent thereto, pursuant to the request of the New D.N. Nagar Co-operative Housing Societies Union Limited, Rustomjee Realty Private Limited has got its letter



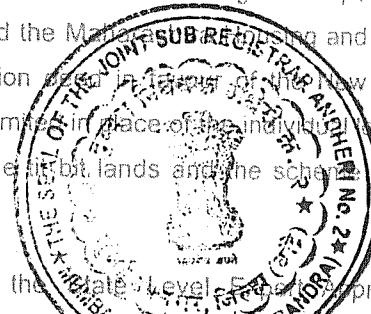
dated 29<sup>th</sup> January, 2011 addressed to MHADA, paid a sum of Rs. 22,36,32,500/- (Rupees Twenty Two Crores Thirty Six Lakhs Thirty Two Thousand Five Hundred only) to MHADA. The receipts dated 29<sup>th</sup> January, 2011 acknowledging payment of a sum of Rs. 22,36,32,500/- (Rupees twenty two crores thirty six lakhs thirty two thousand five hundred only) have been issued by MHADA in favour of the New D.N Nagar Housing Societies Union Limited.

- (v) By and under an Offer Letter dated 1<sup>st</sup> February, 2012 addressed by MHADA to the New D.N. Nagar Co-operative Housing Societies Union Limited, MHADA has approved the proposal of the New D.N. Nagar Co-operative Housing Societies Union Limited for the utilisation of additional built-up area of 15,993.14 square metres (beyond existing built-up area) on the land plate admeasuring 20,218.65 square metres and has requested to make payment of Rs. 30,99,75,444/- (Rupees Thirty Crore Ninety Nine Lakh Seventy Five Thousand Four Hundred Forty Four only) and on the terms and conditions as stated therein.
- (vi) By and under DP Remark dated 16<sup>th</sup> August 2011 issued by the office of Municipal Corporation of Greater Mumbai pertaining to CTS Nos. 195., 195/2A, 195/2B, 195/3 to 11, 195, 198, 195/1 to 3, 195/136, 195/173/1 to 9 of Andheri Village, the plot of land is situated in the residential zone and it seems that there are reservations, roads and various other remarks to be obtained from various authorities for the development of the land comprised in the CTS Nos. as detailed therein. On superimposition of the sanctioned layout plan (of 17<sup>th</sup> July, 2006) with respect to the said Land and the DP Plan (as attached to the DP Remark), Architect Manish Savant has issued certificate dated 2<sup>nd</sup> December, 2011 certified that the said Land falls under Residential Zone as per the DP Remark dated 16<sup>th</sup> August 2011 and that the specific remarks from MMRDA for MRTS Station Influence Zone and Remarks for influence zone of the Military Signal Transmission Station needs to be obtained.
- (vii) By and under IOD dated 26<sup>th</sup> December, 2011 issued by the office of Municipal Corporation of Greater Mumbai in favour of Rustomjee Realty Private Limited as the constituted attorney of the New D.N. Nagar Co-operative Housing Societies Union Limited the layout plan (for the development of the said Land) is sanctioned in the manner as stated therein.
- (viii) By and under a Letter dated 22<sup>nd</sup> August, 2012, the Maharashtra Housing and Area Development Board has allowed and sanctioned the development of the said Land under the provisions of Regulation 33(5) of the D.C. Regulations in the manner as stated therein with built up area admeasuring 48524.77 square metres to be utilized on the said Land.
- (ix) By and under Commencement Certificate dated 28<sup>th</sup> March 2008 which has been duly amended and modified upto 18<sup>th</sup> October, 2014 and is valid upto 13<sup>th</sup> July, 2015



(permission has been granted to commence the development on the said Land as per last approved plans).

- (x) The Maharashtra Coastal Zone Management Authority at its 81<sup>st</sup> meeting conducted on 26<sup>th</sup> April, 2013 has, upon taking the Order dated 25<sup>th</sup> March, 2013 passed by the Hon'ble Bombay High Court on record (as detailed below), decided to direct the Municipal Corporation of Greater Mumbai to consider the said Land as Non CRZ and convey the same to the Ministry of Environment and Forest, New Delhi.
  - (xi) By and under its various Letters all dated 5<sup>th</sup> May, 2012 the Maharashtra Housing and Area Development Board has issued its no dues certificate with respect to (i) Akashdeep Co-operative Housing Society Limited, (ii) Juhu Chhaya Co-operative Housing Society Limited, (iii) Satyam Shivam Sundaram Co-operative Housing Society Limited, (iv) Juhu Kinara Co-operative Housing Society Limited, (v) Smit Sagar Co-operative Housing Society Limited, (vi) Sankalp Sagar Co-operative Housing Society Limited, (vii) Juhu Milan Co-operative Housing Society Limited and (viii) Juhu Angan Co-operative Housing Society Limited.
  - (xii) By and under its Letter dated 1<sup>st</sup> April, 2013, the New D.N. Nagar Co-operative Housing Societies Union Limited has requested the Maharashtra Housing and Area Development Authority to execute a rectification deed in favour of the New D.N. Nagar Co-operative Housing Societies Union Limited in place of the individual leases and to execute lease deeds with respect to the arbit lands and the scheme open space.
  - (xiii) Pursuant to the recommendation made by the State Level Environment appraisal Committee in its 9<sup>th</sup> meeting, by and under its Letter dated 1<sup>st</sup> April, 2013 the Government of Maharashtra, Environment Department has granted its clearance for redevelopment of the said Land on the terms and conditions mentioned therein.



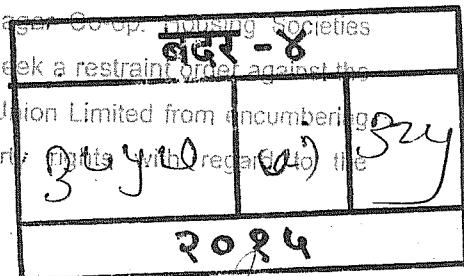
#### V. Litigation

The details with respect to the litigation proceedings filed in relation to the said Land are listed hereinbelow:-

#### A. HIGH COURT PROCEEDINGS

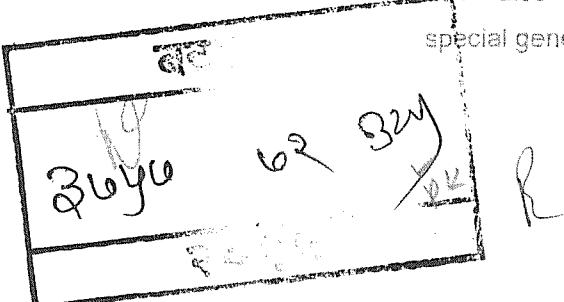
**1. Arbitration Petition No. 1087 of 2010**

- (ii) Vaidehi Akash Housing Private Limited (Petitioner) had filed an Arbitration Petition bearing No.1087 of 2011 under Section 9 of the Arbitration and Conciliation Act, 1996 against New D.N. Nagar Co-op. Housing Societies Union Limited (Respondent), inter alia, (i) to seek a restraint order against the New D. N. Nagar Co-op. Housing Societies Union Limited from encumbering and/or alienating and/or creating third party rights with respect to the



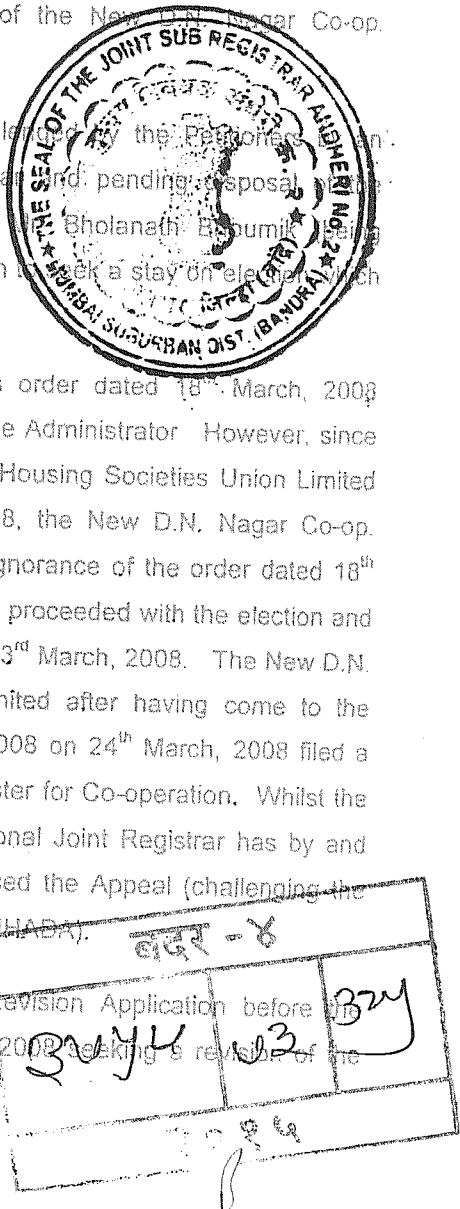
redevelopment of the said Land in pursuance of the Society Development Agreement, and (ii) to seek injunction against the New D.N. Nagar Co-op Housing Societies Union Limited from taking any decision at the special general body meeting to be held on 25<sup>th</sup> April, 2010 wherein ratification of termination of the New D N Nagar Co-op. Housing Societies Union Limited Development Agreement was to be resolved and other issues with regard to the development of the said Land were to be discussed.

- (ii) On 23<sup>rd</sup> April, 2010 when the Arbitration Petition had come up for hearing before the His Lordship the Hon'ble Mr. Justice R.Y. Ganoo, Rustomjee Realty Private Limited has requested the Hon'ble Court that it would like to intervene in the Arbitration Petition and the Counsel appearing for the Petitioner therein requested to Hon'ble Court to keep the matter on 29<sup>th</sup> April, 2010. The Hon'ble High Court also directed that any party who intends to file an intervention application must do so on or before 26<sup>th</sup> April, 2010.
- (iii) Thereafter the matter came up for hearing for ad-interim reliefs on 4<sup>th</sup> May, 2010 before the His Lordship the Hon'ble Mr. Justice R.Y. Ganoo at which time the Hon'ble High Court called for certain factual information in the matter from the Petitioner therein and the Respondent therein. The Counsels of the Petitioner therein and the Respondent therein requested the Hon'ble High Court to grant them sometime to furnish the relevant information. In view thereof, the Hon'ble High Court did not proceed further with the hearing of the Arbitration Petition at ad-interim stage and gave liberty to the Petitioner therein to apply for ad-interim reliefs after collecting proper factual information in that regard. It is pertinent to note that at the time of hearing the Counsel appearing for the Petitioner therein made a statement that the reliefs sought are only with respect to Plot A whereupon the construction of the Rehabilitation Buildings has to be undertaken and not with respect to Plot B whereupon the construction of the Free Sale Buildings has to be undertaken and developed by Rustomjee Realty Private Limited. The said statement of the Petitioner therein was recorded by us vide our letter dated 4<sup>th</sup> May, 2010 and received by the Advocate for the Petitioner therein.
- (iv) Thereupon, by and under an order dated 7<sup>th</sup> February, 2011 passed by His Lordship Mr. Justice S.C. Dharmadhikari, the Petitioner therein was permitted to withdraw the Arbitration Petition with liberty to file a fresh petition under Section 9 of the Arbitration and Conciliation Act, 1996 (as per the request of the Counsel for the Petitioner therein). The said order dated 7<sup>th</sup> February, 2011 also records the fact that several events have taken place after the special general body meeting of the Respondent was held on 25<sup>th</sup> April 2010.



2. Writ Petition No. 1570 of 2008

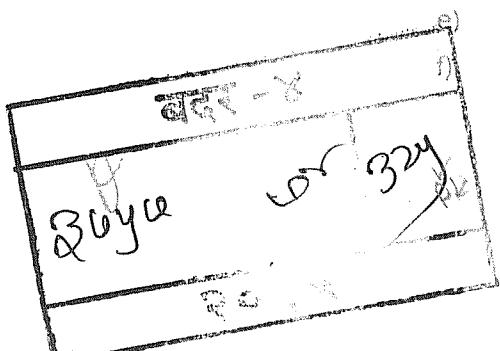
- (i) (1) Shamkumar Wadhawa, (2) Bhushan K. Sarang, (3) Smt. Jayashree Bavaskar, (4) Abdul P. Kakaji, (5) Dashrath K. Marne, (6) Shashikant Shinde, (7) Shri Bharat D. Bharmani, (8) Haresh Kuwadia and (9) Pankajkumar Singh (the Petitioners therein) filed a Writ Petition bearing No.1570 of 2008 against (1) Deputy Registrar, MHADA, (2) The Divisional Joint Registrar, C.S.M.D., (3) the New D.N. Nagar Co-op. Housing Societies Union Limited, (4) Bholanath Bhoumik, (5) Mr. S.M. Mohite, Administrator, (6) The Hon'ble Minister for Co-operation and (7) State of Maharashtra (Respondents). The Petitioners therein were the managing committee members of the New D.N. Nagar Co-op. Housing Societies Union Limited
- (ii) The Writ Petition No.1570 of 2008 was filed, inter alia, to challenge the order dated 31<sup>st</sup> May, 2007 passed by the Deputy Registrar, MHADA under Section 78(1) of the Maharashtra Co-operative Societies Act, 1960 appointing an Administrator. The said order dated 31<sup>st</sup> May, 2007 was passed by the Deputy Registrar, MHADA pursuant to a complaint filed against the Petitioners therein with regard to the management of the New D.N. Nagar Co-op. Housing Societies Union Limited
- (iii) The order dated 31<sup>st</sup> May, 2007 was challenged by the Petitioners herein: appeal before the Divisional Joint Registrar and pending disposal of the appeal by the Divisional Joint Registrar, (Mr. Bholanath Bhoumik being Respondent No.4 therein) filed an application to seek a stay on election which was under process.
- (iv) The Divisional Joint Registrar has vide its order dated 18<sup>th</sup> March, 2008 reinstated the order of the appointment of the Administrator. However, since the election of the New D.N. Nagar Co-op. Housing Societies Union Limited was already convened on 23<sup>rd</sup> March, 2008, the New D.N. Nagar Co-op. Housing Societies Union Limited (claiming ignorance of the order dated 18<sup>th</sup> March, 2008 of the Divisional Joint Registrar) proceeded with the election and a new managing committee was elected on 23<sup>rd</sup> March, 2008. The New D.N. Nagar Co-op. Housing Societies Union Limited after having come to the knowledge of the order dated 18<sup>th</sup> March, 2008 on 24<sup>th</sup> March, 2008 filed a Revision Application before the Hon'ble Minister for Co-operation. Whilst the Revision Application was pending the Divisional Joint Registrar has by and under its order dated 9<sup>th</sup> April, 2008 dismissed the Appeal (challenging the order dated 31<sup>st</sup> May, 2007 of Dy. Registrar, MHADA).
- (v) Thereupon the Petitioners therein filed a Revision Application before the Hon'ble State of Co-operation on 11<sup>th</sup> April, 2008 seeking a review of the



order dated 9<sup>th</sup> April, 2008 of the Divisional Joint Registrar. The Hon'ble Minister for Co-operation has vide its order dated 13<sup>th</sup> May, 2008 dismissed the Revision Application.

- (vi) The Writ Petition No.1570 of 2008 was filed to challenge the order dated 13<sup>th</sup> May, 2008 of the State of Co-operation under Section 154 of the Maharashtra Co-operative Societies Act, 1960.
- (vii) Two Notices of Motion being Notice of Motion No. 399 of 2010 and 216 of 2010 were taken out by the Petitioners therein in the Writ Petition No. 1570 of 2008, wherein the Petitioners have, inter alia, sought for an injunction of this Hon'ble Court against the New D.N. Nagar Co-op. Housing Societies Union Limited from creating any third party rights of whatsoever nature and/or acting in furtherance of the FSI Agreement dated 10<sup>th</sup> February, 2010 and to seek a restraint against (i) Bhushan K. Sarang, (ii) Dhudaji Shinde and (iii) Haresh Kuwadia (being the managing committee members of the New D.N. Nagar Co-op. Housing Societies Union Limited) from in any manner interfering with the ongoing redevelopment of the New D.N. Nagar Co-op. Housing Societies Union Limited
- (viii) The Hon'ble High Court has vide its order dated 13<sup>th</sup> October, 2010 disposed of the said Petition together with Notice of Motion No. 399 of 2010 and Notice of Motion 216 of 2010, whereby the Hon'ble High Court has inter alia passed the order that the Dy. Registrar, MHADA shall on or before 18<sup>th</sup> October, 2010 appoint an administrator to held election for the managing committee of Respondent No.3 being the New D.N. Nagar Co-op. Housing Societies Union Limited and the entire election process shall be completed by the Administrator so appointed on or before 18<sup>th</sup> December, 2010.
- (ix) Pursuant to the order of the Hon'ble High Court dated 13<sup>th</sup> October, 2010 the election of the New D.N. Nagar Co-op. Housing Societies Union Limited was concluded on 18<sup>th</sup> December 2010. Pursuant thereto, the Administrator appointed vide the aforesaid order submitted his report dated 20<sup>th</sup> December, 2010, wherein the said Administrator has inter alia declared the following persons to have been elected to the new managing committee for the period commencing from 2010-11 to 2015-16:-

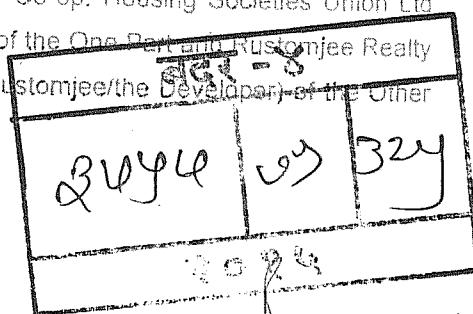
- a) Bhushan Sarang;
- b) Dr. Prabhakar Devadia;
- c) Dhudaji Shinde;
- d) Prakash Deshmukh;
- e) Shankar Masavkar;
- f) Shashikant Shinde;



- g) Sameer Kerkar;
- h) Girish Kurne;
- i) Haresh Kuwadia;
- j) Jayashree Bawaskar; and
- k) Rekha Mukadam

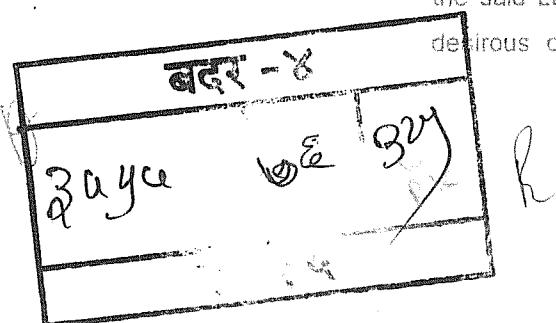
3. Suit No. 262 of 2012 (Lodg.) No. 1871 of 2011] ("Vaidehi Suit")

- (i) Vaidehi Akash Housing Private Limited (the Plaintiff therein) has filed a suit being Suit No. 262 of 2012 against (i) the New D.N. Nagar Co-op. Housing Societies Union Limited (Defendant No.1 therein); (ii) Rustomjee Realty Private Limited (Defendant No.2 therein) and (iii) Mumbai Housing and Area Development Authority (Defendant No.4 therein) (collectively being the Defendants therein) in the Hon'ble Bombay High Court. In the said Suit bearing Suit No. 262 of 2012, the Plaintiff therein has inter alia sought for: (i) a declaration that the Society Development Agreement is valid, binding and subsisting document and that the purported termination of the Society Development Agreement vide the Letter dated 16<sup>th</sup> April, 2010 is bad in law illegal and not binding, (ii) a declaration from the Hon'ble Court that the Agreement dated 29<sup>th</sup> January, 2011 executed between the New D.N. Nagar Co-op. Housing Societies Union Ltd (therein referred to as the said Society) of the One Part and Rustomjee Realty Private Limited (therein referred to as Rustomjee/the Developer) of the Other Part is bad in law illegal and unenforceable; (iii) a declaration that the Rustomjee Development Agreement is abandoned and /or terminated; (iv) a declaration that the Confirmation Agreement and the FSI Agreement have been abandoned and/or terminated; and (v) specific performance of the Society Development Agreement.
- (ii) Vaidehi Akash Housing Private Limited has also taken out a Notice of Motion in the Suit No. 262 of 2012 wherein it has inter alia sought for (i) an order/direction from the Hon'ble High Court restraining the New D.N. Nagar Co-op. Housing Societies Union Limited and Rustomjee Realty Private Limited against creating and/or entering into any third party agreement with respect to the said Land and/or portion thereof and (ii) an order/direction from the Hon'ble High Court restraining the Defendants therein from acting on the Rustomjee Development Agreement, Confirmation Agreement, the FSI Agreement and the Agreement dated 29<sup>th</sup> January, 2011 29<sup>th</sup> January, 2011 executed between the New D.N. Nagar Co-op. Housing Societies Union Ltd (therein referred to as the said Society) of the One Part and Rustomjee Realty Private Limited (therein referred to as Rustomjee/the Developer) of the Other Part.



## (iii) Notice of Motion bearing No. 961 of 2013

- (a) Thereafter on or around May, 2013 Vaidehi filed a Notice of Motion bearing No. 961 of 2013, wherein it was, inter alia, prayed that (i) the said Society, Rustomjee and Mumbai Housing and Area Development Authority be restrained by an order/direction of the Hon'ble High Court from alienating, encumbering, developing, transferring, dealing and disposing of and/or creating any third party agreement with respect to the said Land and/or portion thereof; (ii) the said Society and Rustomjee be restrained by an order/direction of the Hon'ble High Court from executing or entering upon any agreement for sale of any flats of whatsoever nature in respect of the project put up or proposed to be put up by them in any manner whatsoever with respect to the said Land and/or portion thereof; (iii) the Mumbai Housing and Area Development Authority be restrained by an order/direction of the Hon'ble High Court from cancelling and/or revoking the NOC dated 2<sup>nd</sup> July, 2006 issued by the Mumbai Housing and Area Development Authority in respect of the redevelopment of the said Land; (iv) the said Society and Rustomjee be restrained by an order/direction of the Hon'ble High Court from executing, implementing or acting upon the NOC dated 22<sup>nd</sup> August, 2005 issued by Mumbai Housing and Area Development Authority and/or from issuing any fresh NOC to the said Society, and (v) by and under an order/direction from the Hon'ble High Court Vaidehi may be allowed to start/proceed with the construction of the rehabilitation premises forthwith as per the permissible FSI as per DCR Rules to perform the legal obligations as per the terms agreed in the registered Development Agreement dated 31<sup>st</sup> December, 2005 and in the individual agreements executed with individual members/tenants
- (b) By and under an Order dated 28<sup>th</sup> November, 2013 passed by the Hon'ble Mr. Justice S.J. Kathawalla in the Vaidehi Suit ("the Suit Order") a statement was made by Rustomjee, without prejudice to its rights and contentions, that in the event additional FSI (beyond 2.4 is made available in regard to the said Land, to the extent of 22,000 square meters) being granted by the authorities to Rustomjee, Rustomjee shall before dealing with the same inform the Hon'ble Bombay High Court about the same and also that if at any time before grant of the additional FSI (beyond 2.4 is made available in regard to the said Land, to the extent of 22,000 square meters), if Rustomjee is desirous of creating any third party rights in respect of the same,



Rustomjee shall before creating any such rights inform the Hon'ble Bombay High Court about the same, which was accepted

- (c) Vaidehi had filed an Appeal bearing No.54 of 2014 against the Suit Order and by and under an Order dated 8<sup>th</sup> January, 2014 passed by the Division Bench comprising Hon'ble Mr. Justice S J Vazifdar and Hon'ble Mr. Justice G.S. Patel, the Suit Order has been set aside.
  - (d) By and under an Order dated 1<sup>st</sup> December, 2014 passed by His Lordship the Hon'ble Mr. Justice S.C. Gupte, inter alia, dismissed the captioned Notice of Motion in the Vaidehi Suit.
- (iv) Notice of Motion No.2315 of 2012 in Suit No.262 of 2012
- (a) By and under a Letter dated 21<sup>st</sup> April, 2010 addressed by Kunal Bhanage, Advocate High Court on behalf of Vijay Poddar to us Wadia Ghandy & Co., inter alia notifying Rustomjee Realty Private Limited in respect to his claim under the allotment letter dated 31<sup>st</sup> October, 2006 regarding Flat No. 905 admeasuring 1738.50 square feet (salable area) on the 9<sup>th</sup> floor of the building known as New DN Nagar Sahwas Colony for a consideration of Rs 1,25,89,500/- (Rupees One Crore Twenty Five Lakhs Eighty Nine Thousand Five Hundred Only), out of which an amount of Rs. 40,00,000/- (Rupees Forty Lakhs Only) has been paid.
  - (b) We have vide our letter dated 16<sup>th</sup> June, 2010 given a reply to the Letter dated 21<sup>st</sup> April, 2010 addressed by Kunal Bhanage, Advocates & Solicitors.
  - (c) Thereafter, the captioned Notice of Motion has been filed by Mr. Vijay Poddar, inter alia, praying that pending the hearing and final disposal of the Vaidehi Suit (i) Defendant No.2 (Rustomjee) their servants, agents and/or any person or persons claiming through them be restrained by an injunction from in any manner starting any redevelopment and reconstruction on the said Land and (ii) Defendant No.2 (Rustomjee) their servants, agents and/or any person or persons claiming through them be restrained by an injunction from in any manner creating and/or entering into any third party agreements in respect of the suit property and/or any portion thereof.
  - (d) Mr. Vijay Poddar has filed an independent Suit bearing No.440 of 2014 and a Notice of Motion bearing No.841 of 2014 in the aforesaid suit and the same are more particularly set out in Section V Part A Clause 64 hereinbelow.

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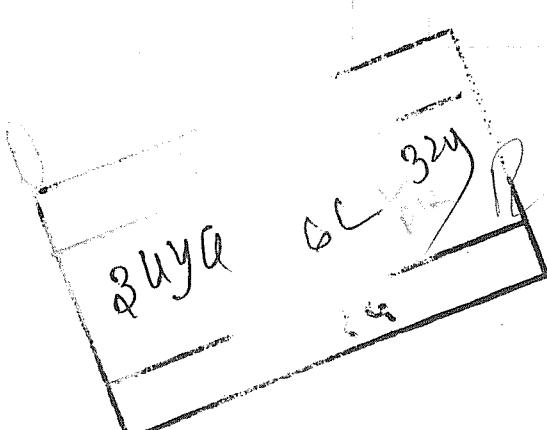
(v) Notice of Motion No.2316 of 2012 in Suit No.262 of 2012

- (a) The captioned Notice of Motion has been filed by Mrs. Sangeeta Poddar, inter alia, praying that pending the hearing and final disposal of the Vaidehi Suit (i) Defendant No.2 (Rustomjee) their servants, agents and/or any person or persons claiming through them be restrained by an injunction from in any manner starting any redevelopment and reconstruction on the said Land and (ii) Defendant No.2 (Rustomjee) their servants, agents and/or any person or persons claiming through them be restrained by an injunction from in any manner creating and/or entering into any third party agreements in respect of the suit property and/or any portion thereof.
- (b) By and under an Order dated 26<sup>th</sup> March, 2013 passed by the Hon'ble Bombay High Court, the captioned Notice of Motion was disposed of as withdrawn.

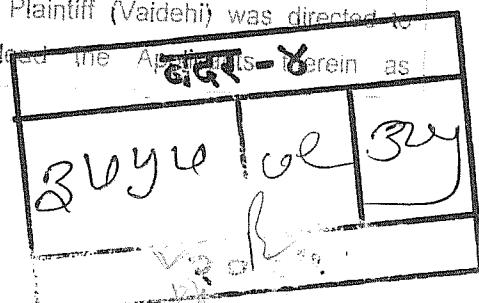
Chamber Summons in Suit No.262 of 2012

Chamber Summons came to be filed in the Vaidehi Suit, by several third parties for impleadment in the Vaidehi Suit and have been dealt with in the following manner:-

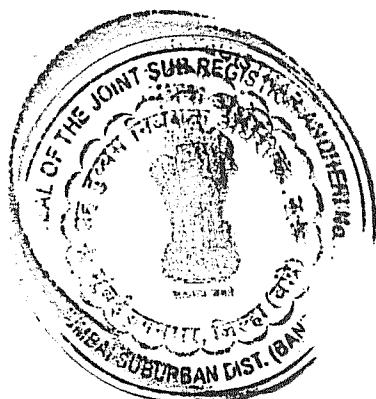
Sr. No.	Details of the Chamber Summons	Status
1	Chamber Summons No 1238 of 2011 was filed by Meena Gonsalves & Ors.	Order dated 17 <sup>th</sup> January, 2012 of the Hon'ble Bombay High Court whereby the said Chamber Summons was dismissed.
2	Chamber Summons No. 1572 of 2011 was filed by M/s. Preash Developers Private Limited & another	Order dated 13 <sup>th</sup> February, 2012 of the Hon'ble High Court whereby the Plaintiff (Vaidehi) was directed to implead the Applicants therein as Defendants in the Vaidehi Suit.
3	Chamber Summons No. 1557 of 2011 was filed by Sushila S Agarwal & another	Order dated 13 <sup>th</sup> February, 2012 of the Hon'ble High Court whereby the Plaintiff (Vaidehi) was directed to implead the Applicants therein as Defendants in the Vaidehi Suit.



4	Chamber Summons No. 1581 of 2011 was filed by M/s. Preash Developers Private Limited	Order dated 13 <sup>th</sup> February, 2012 of the Hon'ble High Court whereby the Plaintiff (Vaidehi) was directed to implead the Applicants therein as Defendants in the Vaidehi Suit.
5	Chamber Summons No. 16 of 2012 was filed by Rajesh Nuwal (HUF) through its Karta Rajesh Nuwal	Order dated 13 <sup>th</sup> February, 2012 of the Hon'ble High Court whereby the Plaintiff (Vaidehi) was directed to implead the Applicants therein as Defendants in the Vaidehi Suit.
6	Chamber Summons bearing No. 460 of 2012 has been filed by Sangeeta Poddar	Order dated 2 <sup>nd</sup> July, 2012 of the Hon'ble Bombay High Court whereby the Plaintiff (Vaidehi) was directed to implead the Applicants therein as Defendants in the Vaidehi Suit.
7	Chamber Summons bearing No. 461 of 2012 has been filed by Vijay Poddar	Order dated 2 <sup>nd</sup> July, 2012 of the Hon'ble Bombay High Court whereby the Plaintiff (Vaidehi) was directed to implead the Applicants therein as Defendants in the Vaidehi Suit.
8	Chamber Summons bearing No. 547 of 2012 has been filed by Asoo K. Nihalani	Order dated 2 <sup>nd</sup> July, 2012 of the Hon'ble Bombay High Court whereby the Plaintiff (Vaidehi) was directed to implead the Applicants therein as Defendants in the Vaidehi Suit.
9	Chamber Summons bearing No. 82 of 2013 has been filed by Alosyisus F. Lobo & Anr.	Order dated 14 <sup>th</sup> October, 2013 of the Hon'ble Bombay High Court whereby the Plaintiff (Vaidehi) was directed to implead the Applicants therein as Defendants in the Vaidehi Suit and Defendant No.2 (Rustomjee) was permitted to accordingly amend the Counter Claim.
10	Chamber Summons bearing No. 83 of 2013 has been filed by Daisy	Order dated 14 <sup>th</sup> October, 2013 of the Hon'ble Bombay High Court whereby the Plaintiff (Vaidehi) was directed to implead the Applicants therein as



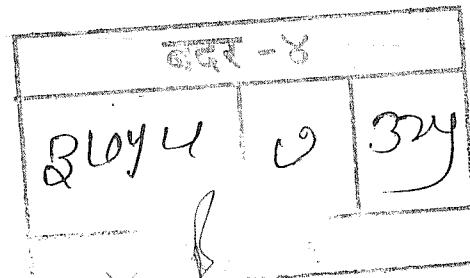
	M. Lobo and Anr	Defendants in the Vaidehi Suit and Defendant No.2 (Rustomjee) was permitted to accordingly amend the Counter Claim
11	Chamber Summons bearing No. 84 of 2013 has been filed by Pitamber G. Israni.	Order dated 14 <sup>th</sup> October, 2013 of the Hon'ble Bombay High Court whereby the Plaintiff (Vaidehi) was directed to implead the Applicants therein as Defendants in the Vaidehi Suit and Defendant No.2 (Rustomjee) was permitted to accordingly amend the Counter Claim.
12	Chamber Summons bearing No. 85 of 2013 has been filed by Pitamber G. Israni	Order dated 14 <sup>th</sup> October, 2013 of the Hon'ble Bombay High Court whereby the Plaintiff (Vaidehi) was directed to implead the Applicants therein as Defendants in the Vaidehi Suit and Defendant No.2 (Rustomjee) was permitted to accordingly amend the Counter Claim.
13.	Chamber Summons bearing No.56 of 2014 has been filed by Mrs. Parpati Issardas Bhojwani & Anr	Order dated 21 <sup>st</sup> October, 2013 of the Hon'ble Bombay High Court whereby the Plaintiff (Vaidehi) was directed to implead the Applicants therein as Defendants in the Vaidehi Suit.
14.	Chamber Summons bearing No. 557 of 2013 has been filed by Seema Kothari & Sampatraj Jain	Order dated 25 <sup>th</sup> November, 2013 of the Hon'ble Bombay High Court whereby the Plaintiff (Vaidehi) was directed to implead the Applicants therein as Defendants in the Vaidehi Suit.
15	Chamber Summons bearing No. 571 of 2013 has been filed by Ramkrishna Nandhuri & Sunita Nandhuri	Order dated 25 <sup>th</sup> November, 2013 of the Hon'ble Bombay High Court whereby the Plaintiff (Vaidehi) was directed to implead the Applicants therein as Defendants in the Vaidehi Suit and Defendant No.2 (Rustomjee)



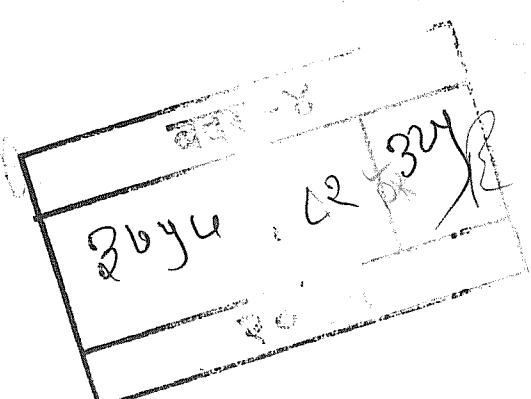
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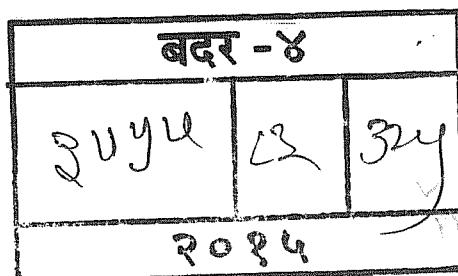
		was permitted to accordingly amend the Counter Claim.
16	Chamber Summons bearing No. 590 of 2013 has been filed by Shweta Sharma & Govind Prasad Sharma	Order dated 25 <sup>th</sup> November, 2013 of the Hon'ble Bombay High Court whereby the Plaintiff (Vaidehi) was directed to implead the Applicants therein as Defendants in the Vaidehi Suit.
17	Chamber Summons bearing No 602 of 2013 has been filed by Usha Churiwala	Order dated 25 <sup>th</sup> November, 2013 of the Hon'ble Bombay High Court whereby the Plaintiff (Vaidehi) was directed to implead the Applicants therein as Defendants in the Vaidehi Suit and Defendant No.2 (Rustomjee) was permitted to accordingly amend the Counter Claim.
18	Chamber Summons bearing No 603 of 2013 has been filed by Silaram Churiwala	Order dated 25 <sup>th</sup> November, 2013 of the Hon'ble Bombay High Court whereby the Plaintiff (Vaidehi) was directed to implead the Applicants therein as Defendants in the Vaidehi Suit and Defendant No.2 (Rustomjee) was permitted to accordingly amend the Counter Claim.
19	Chamber Summons bearing No. 615 of 2013 has been filed by Lalit Mehta	Order dated 25 <sup>th</sup> November, 2013 of the Hon'ble Bombay High Court whereby the Plaintiff (Vaidehi) was directed to implead the Applicants therein as Defendants in the Vaidehi Suit.
20	Chamber Summons bearing No. 616 of 2013 has been filed by Suresh Mehta (HUF)	Order dated 25 <sup>th</sup> November, 2013 of the Hon'ble Bombay High Court whereby the Plaintiff (Vaidehi) was directed to implead the Applicants therein as Defendants in the Vaidehi Suit.



21	Chamber Summons bearing No. 631 of 2013 has been filed by Vishal A Choksi & Ajit V. Choksi	Order dated 25 <sup>th</sup> November, 2013 of the Hon'ble Bombay High Court whereby the Plaintiff (Vaidehi) was directed to implead the Applicants therein as Defendants in the Vaidehi Suit and Defendant No.2 (Rustomjee) was permitted to accordingly amend the Counter Claim.
22	Chamber Summons bearing No. 629 of 2013 has been filed by Amit Chordia & Pooja Chordia	Order dated 25 <sup>th</sup> November, 2013 of the Hon'ble Bombay High Court whereby the Plaintiff (Vaidehi) was directed to implead the Applicants therein as Defendants in the Vaidehi Suit.
23	Chamber Summons bearing No. 921 of 2013 has been filed by Mrs. Batul H. Harianawala & Mrs. Tasnim S. Harianawala	Order dated 25 <sup>th</sup> November, 2013 of the Hon'ble Bombay High Court whereby the Plaintiff (Vaidehi) was directed to implead the Applicants therein as Defendants in the Vaidehi Suit and Defendant No.2 (Rustomjee) was permitted to accordingly amend the Counter Claim.
24	Chamber Summons bearing No. 1252 of 2012 has been filed by Prashun Javeri	Order dated 25 <sup>th</sup> November, 2013 of the Hon'ble Bombay High Court whereby the Plaintiff (Vaidehi) was directed to implead the Applicants therein as Defendants in the Vaidehi Suit and Defendant No.2 (Rustomjee) was permitted to accordingly amend the Counter Claim.
25	Chamber Summons bearing No. 1261 of 2012 has been filed by Shrikant Javeri	Order dated 25 <sup>th</sup> November, 2013 of the Hon'ble Bombay High Court whereby the Plaintiff (Vaidehi) was directed to implead the Applicants therein as Defendants in the Vaidehi Suit and Defendant No.2 (Rustomjee) was permitted to accordingly amend

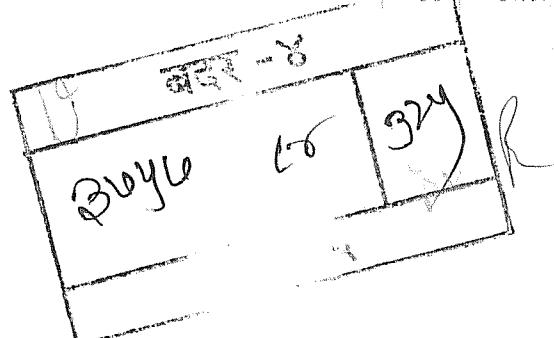


		the Counter Claim
26	Chamber Summons bearing No. 1262 of 2012 has been filed by Vibhuti Javeri	Order dated 25 <sup>th</sup> November, 2013 of the Hon'ble Bombay High Court whereby the Plaintiff (Vaidehi) was directed to implead the Applicants therein as Defendants in the Vaidehi Suit and Defendant No 2 (Rustomjee) was permitted to accordingly amend the Counter Claim.
27	Chamber Summons bearing No 1263 of 2012 has been filed by Alok Ratadiay	Order dated 25 <sup>th</sup> November, 2013 of the Hon'ble Bombay High Court whereby the Plaintiff (Vaidehi) was directed to implead the Applicants therein as Defendants in the Vaidehi Suit and Defendant No 2 (Rustomjee) was permitted to accordingly amend the Counter Claim.
28	Chamber Summons bearing No. 1264 of 2012 has been filed by Shrikant Javeri HUF	Order dated 25 <sup>th</sup> November, 2013 of the Hon'ble Mumbai Suburban Court whereby the Plaintiff (Vaidehi) was directed to implead the Applicants therein as Defendants in the Vaidehi Suit and Defendant No.2 (Rustomjee) was permitted to accordingly amend the Counter Claim.
29.	Chamber Summons bearing No. 1265 of 2012 has been filed by Anil Dhandla & Gyanchand Dhandiya	Order dated 25 <sup>th</sup> November, 2013 of the Hon'ble Bombay High Court whereby the Plaintiff (Vaidehi) was directed to implead the Applicants therein as Defendants in the Vaidehi Suit and Defendant No.2 (Rustomjee) was permitted to accordingly amend the Counter Claim.
30	Chamber Summons bearing No. 1273 of 2012 has been filed by Anita Javeri & Kamlesh Javeri	Order dated 25 <sup>th</sup> November, 2013 of the Hon'ble Bombay High Court whereby the Plaintiff (Valdehi) was directed to implead the Applicants



therein as Defendants in the Vaidehi Suit and Defendant No 2 (Rustomjee) was permitted to accordingly amend the Counter Claim.

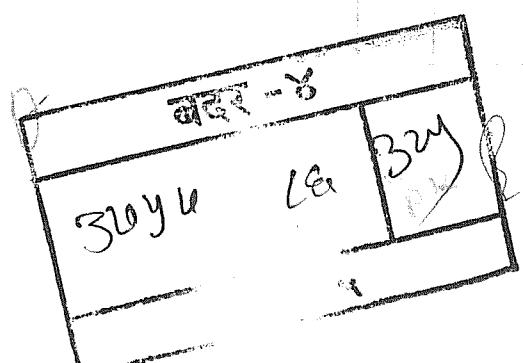
31	Chamber Summons bearing No. 500 of 2013 has been filed by Shridhar Poshetty Racherla & Seema Shridhar Racherla	Order dated 25 <sup>th</sup> November, 2013 of the Hon'ble Bombay High Court whereby the Plaintiff (Vaidehi) was directed to implead the Applicants therein as Defendants in the Vaidehi Suit and Defendant No.2 (Rustomjee) was permitted to accordingly amend the Counter Claim.	
32	Chamber Summons bearing No. 604 of 2013 has been filed by Renuka Handa & Rajesh Kumar	Order dated 25 <sup>th</sup> November, 2013 of the Hon'ble Bombay High Court whereby the Plaintiff (Vaidehi) was directed to implead the Applicants therein as Defendants in the Vaidehi Suit and Defendant No.2 (Rustomjee) was permitted to accordingly amend the Counter Claim.	
33	Chamber Summons bearing No 670 of 2013 has been filed by Shridhar Racherla & Seema Racherla	Order dated 25 <sup>th</sup> November, 2013 of the Hon'ble Bombay High Court whereby the Plaintiff (Vaidehi) was directed to implead the Applicants therein as Defendants in the Vaidehi Suit and Defendant No.2 (Rustomjee) was permitted to accordingly amend the Counter Claim.	
34	Chamber Summons bearing No 671 of 2013 has been filed by Raj Lalchandani & Sapna Lalchandani	Order dated 25 <sup>th</sup> November, 2013 of the Hon'ble Bombay High Court whereby the Plaintiff (Vaidehi) was directed to implead the Applicants therein as Defendants in the Vaidehi Suit and Defendant No.2 (Rustomjee) was permitted to accordingly amend the Counter Claim.	
35	Chamber Summons	Order dated 25 <sup>th</sup> November, 2013 of	



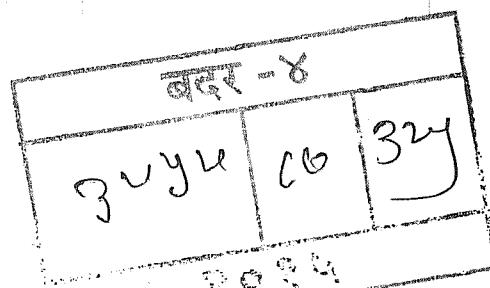
	bearing No. 673 of 2013 has been filed by Sapna Lalchandani & Raj K. Lalchandani	the Hon'ble Bombay High Court whereby the Plaintiff (Vaidehi) was directed to implead the Applicants therein as Defendants in the Vaidehi Suit and Defendant No.2 (Rustomjee) was permitted to accordingly amend the Counter Claim
36	Chamber Summons bearing No. 674 of 2013 has been filed by Dwarko D. Harpalani	Order dated 25 <sup>th</sup> November, 2013 of the Hon'ble Bombay High Court whereby the Plaintiff (Vaidehi) was directed to implead the Applicants therein as Defendants in the Vaidehi Suit and Defendant No.2 (Rustomjee) was permitted to accordingly amend the Counter Claim.
37	Chamber Summons bearing (L) No. 1322 of 2013 has been filed by Prabha Pathak & Sharad Pathak	Order dated 25 <sup>th</sup> November, 2013 of the Hon'ble Bombay High Court whereby the Plaintiff (Vaidehi) was directed to implead the Applicants therein as Defendants in the Vaidehi Suit and Defendant No.2 (Rustomjee) was permitted to accordingly amend the Counter Claim.
38	Chamber Summons bearing No. 732 of 2013 has been filed by Hina Shernikumar Shah	Order dated 10 <sup>th</sup> October, 2013 of the Hon'ble Bombay High Court whereby the Plaintiff (Vaidehi) was directed to implead the Applicant therein as Defendants in the Vaidehi Suit.
39	Chamber Summons bearing No. 672 of 2013 has been filed by Mohan Bhambhani	Order dated 25 <sup>th</sup> November, 2013 of the Hon'ble Bombay High Court whereby the Plaintiff (Vaidehi) was directed to implead the Applicant therein as Defendants in the Vaidehi Suit.
40	Chamber Summons bearing No. 664 of 2013 has been filed by	Order dated 25 <sup>th</sup> November, 2013 of the Hon'ble Bombay High Court whereby the Plaintiff (Vaidehi) was

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	Joginder Sachdev	directed to implead the Applicant therein as Defendants in the Vaidehi Suit.
41	Chamber Summons bearing (L) No. 1309 of 2013 has been filed by Eastern Overseas Corporation	Order dated 25 <sup>th</sup> November, 2013 of the Hon'ble Bombay High Court whereby the Plaintiff (Vaidehi) was directed to implead the Applicant therein as Defendants in the Vaidehi Suit.
42	Chamber Summons bearing (L) No. 1317 of 2013 has been filed by Mrs. Kiran Choudhary	Order dated 25 <sup>th</sup> November, 2013 of the Hon'ble Bombay High Court whereby the Plaintiff (Vaidehi) was directed to implead the Applicant therein as Defendants in the Vaidehi Suit.
43	Chamber Summons bearing (L) No. 1316 of 2013 has been filed by Mr. Jayantilal Furia	Order dated 25 <sup>th</sup> November, 2013 of the Hon'ble Bombay High Court whereby the Plaintiff (Valdehi) was directed to implead the Applicant therein as Defendants in the Vaidehi Suit.
44.	Chamber Summons bearing (L) No. 1318 of 2013 has been filed by Mr. Shiv Kumar Choudhary & Mrs. Anita Shiv Kumar Choudhary	Order dated 25 <sup>th</sup> November, 2013 of the Hon'ble Bombay High Court whereby the Plaintiff (Vaidehi) was directed to implead the Applicant therein as Defendants in the Vaidehi Suit.
45.	Chamber Summons bearing No. 497 of 2013 has been filed by Ramesh Sachdev	Order dated 25 <sup>th</sup> November, 2013 of the Hon'ble Bombay High Court whereby the Plaintiff (Vaidehi) was directed to implead the Applicant therein as Defendants in the Vaidehi Suit.
46.	Chamber Summons bearing No. 498 of 2013 has been filed by Prehlad	Order dated 25 <sup>th</sup> November, 2013 of the Hon'ble Bombay High Court whereby the Plaintiff (Vaidehi) was directed to implead the Applicant



	Ahuja	therein as Defendants in the Vaidehi Suit.
47	Chamber Summons bearing No. 499 of 2013 has been filed by Nita Mukund Butala	Order dated 25 <sup>th</sup> November, 2013 of the Hon'ble Bombay High Court whereby the Plaintiff (Vaidehi) was directed to implead the Applicant therein as Defendants in the Vaidehi Suit.
48	Chamber Summons bearing No. 532 of 2013 has been filed by Mukesh Manilal Shah	Order dated 25 <sup>th</sup> November, 2013 of the Hon'ble Bombay High Court whereby the Plaintiff (Vaidehi) was directed to implead the Applicant therein as Defendants in the Vaidehi Suit.
49	Chamber Summons bearing No. 91 of 2014 has been filed by Samar Raut & Nandini Raut	The said Chamber Summons is at the pre-admission stage and is still pending.
50	Chamber Summons bearing No. 158 of 2014 has been filed by Vinod Kumar Bhartia & Arun Kumar Bhartia	The said Chamber Summons is at the pre-admission stage and is still pending.
51	Chamber Summons bearing No. 160 of 2014 has been filed by Today's Infrastructure and Construction Co. Ltd.	The said Chamber Summons is at the pre-admission stage and is still pending.
52	Chamber Summons bearing (L) No. 312 of 2014 has been filed.	The said Chamber Summons has not been served upon Rustomjee and is at the pre-admission stage and is pending.
53	Chamber Summons bearing (L) No. 313 of 2014 has been filed.	The said Chamber Summons has not been served upon Rustomjee and is at the pre-admission stage and is pending.

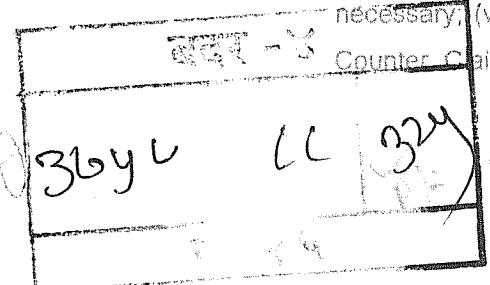


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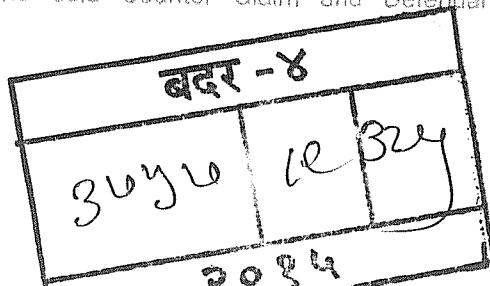
54	Chamber Summons bearing (L) No. 321 of 2014 has been filed.	The said Chamber Summons has not been served upon Rustomjee and is at the pre-admission stage and is pending.
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(vii) Counter Claim 12 of 2013

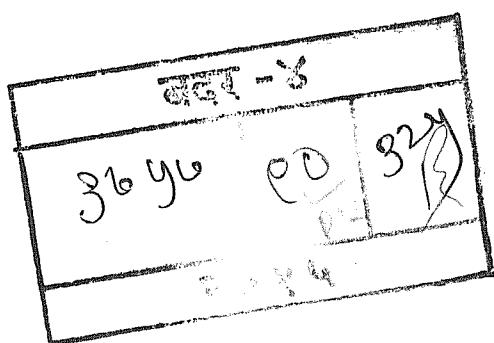
On or around, April 2013, Rustomjee filed a Counter Claim bearing No.12 of 2013 ("the said Counter Claim") in the Vaidehi Suit, inter alia, seeking (i) an order/direction that in the event the termination of the Society Development Agreement by Defendant No.2 (being the said Society) to the said Counter Claim is upheld, then Defendant No.1 (being Vaidehi) to the said Counter Claim be ordered and decreed to pay to the Plaintiff (being Rustomjee) to the said Counter Claim the amount of Rs.112,19,40,000/- (Rupees One Hundred Twelve Crore Nineteen Lakh Forty Thousand Only) paid to Defendant No.1 therein under the Rustomjee Development Agreement plus a sum of Rs.47,94,80,563/- (Rupees Forty Seven Crore Ninety Four Lakh Eighty Thousand Five Hundred Sixty Three Only) aggregating to Rs.160,14,20,563/- (Rupees One Hundred Sixty Crore Fourteen Lakh Twenty Thousand Five Hundred Sixty Three Only) as per the particulars of Exhibit C-1 and C-2 to the said Counter Claim, together with interest thereon at the rate of 18% p.a. calculated from the date of payment till payment/ realization; (ii) without prejudice and in the alternative to the prayer mentioned hereinabove, an order/direction in the event the termination of the Society Development Agreement by Defendant No.2 (being the said Society) to the said Counter Claim is not upheld then Defendant No.1 (being Vaidehi) to the said Counter Claim be ordered and decreed to pay to the Plaintiff therein the amount of Rs.47,94,80,563/- (Rupees Forty Seven Crore Ninety Four Lakh Eighty Thousand Five Hundred Sixty Three Only) as per the particulars of Exhibit C-2 to the Counter Claim, together with interest thereon at the rate of 18% p.a. calculated from the date of payment till payment/ realization; (iii) an order/direction to ascertain the further amounts expended by the Plaintiff (being Rustomjee) to the said Counter Claim for and in relation to the Rehabilitation Buildings and on ascertainment thereof Defendant No.1 (being Vaidehi) to the said Counter Claim be ordered and decreed to pay the same to the Plaintiff (being Rustomjee) to the said Counter Claim with interest thereon at the rate of 18% p.a. from the date of payment till payment/realization; (iv) an order/direction that enquiries be made and accounts be taken as may be necessary; (v) a declaration that Defendant No.1 (being Vaidehi) to the said Counter Claim, its representatives, agents and servants and all and any



parties/ persons claiming through or under it including, Defendant Nos.3 to 163 (being the said third party purchasers), do not have and are entitled to claim any rights in respect of the said Land or any part thereof or any premises comprised therein or any construction being put up/ to be put up thereon by the Plaintiff (being Rustomjee) to the said Counter Claim; (vi) a declaration that the said Agreements, being, the Rustomjee Development Agreement, the Confirmation Agreement, the FSI Agreement and the 2011 Agreement are valid, subsisting and binding on all the Defendants therein; (vii) a declaration that the purported/ alleged transactions/ allotment letters/ or agreements and/or arrangements between Defendant No.1 (being Vaidehi) to the said Counter Claim and Defendant Nos. 3 to 163 (being the third party purchasers), including those referred to in Exhibit "K" to the said Counter Claim, are null, void, of no effect, non-existent and not valid; ~~in the event, the same are not binding on the Plaintiff (being Rustomjee)~~ the said Counter Claim and do not affect the Plaintiff's (being Rustomjee) rights; (viii) a declaration that the Defendant No. 1 (being Vaidehi) to the said Counter Claim and Defendant Nos. 3 to 163 (being the third party purchasers) are not entitled to and cannot claim any right with respect to the said Land or any part thereof or the Free Sale Buildings or the Rehabilitation Buildings or the premises comprised therein or any construction thereon qua the Plaintiff (being Rustomjee) to the said Counter Claim; (ix) an order/direction that the alleged/ purported transactions/ allotment letters/ arrangements/ agreements allegedly entered into by Defendant No.1 (being Vaidehi) to the said Counter Claim with Defendant Nos.3 to 163 (being the third party purchasers) or any of them, including those referred to in Exhibit "K" to the Counter Claim be set aside and cancelled by and under the orders/ directions of this Hon'ble Court; (x) an order of injunction restraining Defendant No.1 (being Vaidehi) to the said Counter Claim, its representatives, officers agents and servants and persons claiming through or under it, including Defendant Nos.3 to 163 (being the third party purchasers) from entering upon the said Land or any part thereof or the Free Sale Buildings or the Rehabilitation Buildings or the premises comprised therein or any construction thereon; (xi) an order of injunction restraining Defendant No.1 (being Vaidehi) to the said Counter Claim, its representatives, officers agents and servants and persons claiming through or under it including Defendant Nos.3 to 163 (being the third party purchasers) from in any manner making/ asserting any claim or selling and/or disposing of and/or alienating and/or encumbering and/or transferring or otherwise dealing with the said Land or any part thereof or the Free Sale Buildings or the Rehabilitation Buildings or the premises comprised therein or any construction thereon; (xii) an order of injunction restraining Defendant No.1 (being Vaidehi) to the said Counter Claim and Defendant Nos.3 to 163 (being third



purchasers), their representatives, officers agents and servants and persons claiming through or under them from disturbing and/or interfering with or causing any obstruction in the redevelopment of the said Land or any part thereof or the Free Sale Buildings or the Rehabilitation Buildings or the premises comprised therein or any construction thereon by the Plaintiff (Rustomjee) to the said Counter Claim; (xiii) an order/direction, pending the hearing and final disposal of the said Counter Claim, directing Defendant No.1 (being Vaidehi) to the said Counter Claim to deposit in this Hon'ble Court the said sum of Rs.160,14,20,563/- (Rupees One Hundred Sixty Crore Fourteen Lakh Twenty Thousand Five Hundred Sixty Three Only) together with interest thereon at the rate of 18% p.a. from the date of payment till payment realization or to furnish a Bank Guarantee therefor to secure the Plaintiff's (being Rustomjee) claim; (xiv) an order/direction, pending the hearing and final disposal of the said Counter Claim, that the Plaintiff's (being Rustomjee) claim against Defendant No.1 (being Vaidehi) in the said Counter Claim be secured by appropriate orders and directions; (xv) an order of injunction, pending the hearing and final disposal of the said Counter Claim, restraining, Defendant No 1 (being Vaidehi) to the said Counter Claim, its representatives, officers agents and servants and persons claiming through or under it, including Defendant Nos. 3 to 163 (being the third party purchasers) from entering upon the said Land or any part thereof or the Free Sale Buildings or the Rehabilitation Buildings or the premises comprised therein or any construction thereon; (xvi) an order of injunction, pending the hearing and final disposal of the said Counter Claim, restraining the Defendant No.1 (being Vaidehi) to the said Counter Claim its representatives, agents and servants and persons claiming through or under it, including Defendant Nos. 3 to 163 (being the third party purchasers) from in any manner making/ asserting any claim or selling and/or disposing of and/or alienating and/or encumbering and/or transferring or otherwise dealing with the said Land or any part thereof or the Free Sale Buildings or the Rehabilitation Buildings or the premises comprised therein or any construction thereon; and (xvii) an order of injunction, pending the hearing and final disposal of the said Counter Claim, restraining Defendant No.1 (being Vaidehi) to the said Counter Claim and Defendant Nos.3 to 163 (being the third party purchasers) from disturbing and/or interfering with or causing any obstruction in the redevelopment of the said Land or any part thereof or the Free Sale Buildings or the Rehabilitation Buildings or the premises comprised therein or any construction thereon by the Plaintiff (being Rustomjee) to the said Counter Claim.



(viii) Notice of Motion No.1114 of 2013 in Counter Claim No.12 of 2013

The captioned Notice of Motion has been filed by Pinky Gupta, inter alia, praying that (i) pending the hearing and final disposal of the Vaidehi Suit, the Plaintiff (Vaidehi) and Defendant No.2 (Rustomjee) developer be ordered and directed to pay to the Applicant jointly and severally monetary compensation/benefits as agreed in the Society Development agreement from the date on which the Applicant's flat became inhabitable around April, 2006 till October, 2010 with interest at the rate of 18% p.a. from the date it became due till date of payment; (ii) pending the hearing and final disposal of the Vaidehi Suit, Defendant No.2 developer (Rustomjee) who is claiming to be the new developer, be ordered and directed to pay monthly compensation from January, 2013 onwards till date of putting the Applicant in her new flat in the redeveloped building, and also enter into individual agreement/s to register the same; and (iii) pending the hearing and final disposal of the Vaidehi Suit, Plaintiff (Vaidehi) and Defendant No.2 (Rustomjee) developer be restrained by an order of injunction from constructing any sale building on any portion of the society plot of land without first constructing the building for rehabilitation of the members of society including the Applicant and from creating any third party rights in any portion of the proposed sale and rehabilitation building, till all the members of the society are put in physical possession of their new flats.

(ix) Chamber Summons No.906 of 2013 In Counter Claim No.12 of 2013

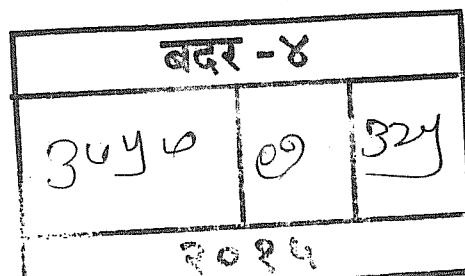
The captioned Chamber Summons has been filed by Rustomjee, inter alia, seeking deletion of Pinky Gupta and Sourendranath Sarkar, being Defendant Nos. 160 and 161 from the captioned Counter Claim since they were inadvertently joined Defendant Nos. 160 and 161 to the Counter Claim. The same is currently pending before the Hon'ble Bombay High Court.

(x) Notice of Motion (L) No.2095 of 2013 in Counter Claim No.12 of 2013

The captioned Notice of Motion has been filed by Hiren Vijay Shukla & Prashant Vijaykumar Shukla. However, Rustomjee has not been served with a copy of the said Notice of Motion.

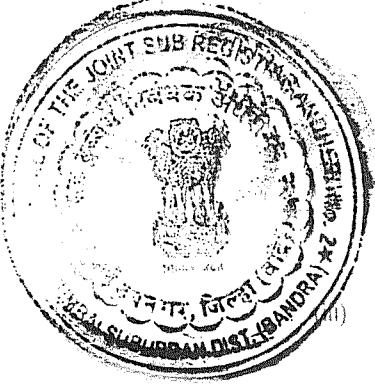
4. Suit No. 1364 of 2011

- (i) Asoo K. Nihalani (the Plaintiff therein) has filed a suit being Suit No. 1364 of 2011 against (i) Vaidehi Akash Housing Private Limited (Defendant No.1 therein); (ii) New D.N. Nagar Sagar Sahwas Colony CHS Limited (Defendant No.2 therein)and (iii) Rustomjee Realty Private Limited (Defendant No.3 therein) (collectively being the Defendants therein), whereby the Plaintiff



therein has, inter alia, sought for a declaration that there is a concluded contract between the Plaintiff and Defendant No.1 for the sale and purchase of (i) one anchor shop comprising of ground + 2 upper levels for total municipal approved carpet area of 3,000 square feet; (ii) shop bearing No. 38 admeasuring 7,500 square feet (carpet area) ("Suit Premises") for a consideration to be paid at the rate of Rs. 6,000/- (Rupees Six Thousand only) per square feet as recorded in the Letter of Allotment dated 15<sup>th</sup> February, 2007. The Plaintiff has also sought for a direction against the Defendants to construct and hand over the Suit Premises to the Plaintiff and pending the hearing and final disposal of the Suit to execute and register an agreement for sale in respect of the Suit Premises in favour of the Plaintiff.

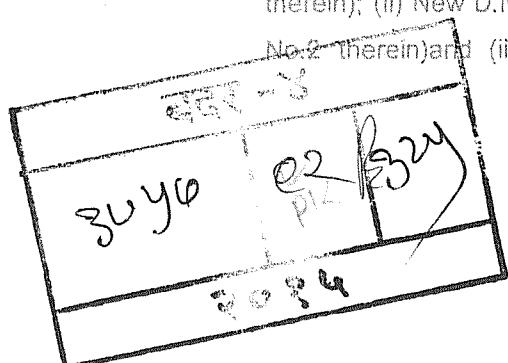
- (ii) The Plaintiff in the said Suit has also taken out a Notice of Motion being Notice of Motion No. 1886 of 2011 wherein pending the hearing and final disposal of the suit the Plaintiff has sought for a direction from this Hon'ble Court against the Defendants (i) to execute regular agreement for sale in favour of the Plaintiff and register the same; and (ii) that Vaidehi Akash Housing Private Limited, New D.N. Nagar Co-op. Housing Societies Union Limited and Rustomjee Realty Private Limited be restrained by and under an injunction from the Hon'ble Court from in any manner dealing with and disposing of and/or creating any third party right title and interest in respect of the Suit Premises.

Rustomjee Realty Private Limited has filed its Affidavit dated 5<sup>th</sup> July, 2011 in reply to the above Notice of Motion No. 1886 of 2011 opposing grant of any reliefs prayed for by the Plaintiff in the said Notice of Motion.

- (iv) By and under an Order dated 31<sup>st</sup> July, 2012 passed by the Hon'ble Bombay High Court ad-interim reliefs prayed for in the Notice of Motion No. 1886 of 2011 were rejected.
- (v) By and under an Order dated 1<sup>st</sup> December, 2014 passed by His Lordship the Hon'ble Mr. Justice S.C.Gupte, inter alia, in the Notice of Motion bearing No.1886 of 2011 in Suit No.1364 of 2011, the said Notice of Motion was dismissed.
- (vi) The said Suit No.1364 of 2011 is pending and awaiting disposal

#### 5. Suit No. 1472 of 2011

- (i) Asoo K. Nihalani (the Plaintiff therein) has filed a suit being Suit No. 1472 of 2011 against (i) Vaidehi Akash Housing Private Limited (Defendant No 1 therein); (ii) New D.N. Nagar Sagar Sahwas Colony CHS Limited (Defendant No 2 therein) and (iii) Rustomjee Realty Private Limited (Defendant No.3

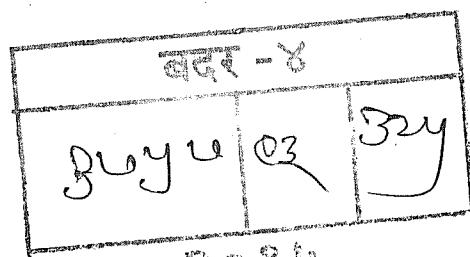


therein) (collectively being the Defendants therein), whereby the Plaintiff has, inter alia, sought for a declaration that there is a concluded contract between the Plaintiff and Defendant No 1 therein for the sale and purchase of the Suit Premises being (i) 40,000 square feet (carpet area) of commercial premises on the lower floor of the commercial building at the rate of Rs 4,500/- (Rupees Four Thousand Five Hundred Only) per square feet; (ii) 6,500 square feet (carpet area) on the ground floor and 5,500 square feet (carpet area) on the 1<sup>st</sup> floor at the rate of Rs.5,000/- (Rupees Five Thousand Only) per square feet and (iii) shop for a consideration as recorded in the Letter of Allotment dated 28<sup>th</sup> June, 2006. The Plaintiff has also sought for a direction against the Defendants to construct and hand over the Suit Premises to the Plaintiff and pending the hearing and final disposal of the said suit to execute and register an agreement for sale in respect of the Suit Premises in favour of the Plaintiff.

- (ii) The Plaintiff in the said Suit has also taken out a Notice of Motion bearing Notice of Motion No 1953 of 2011 wherein pending the hearing and final disposal of the said Suit has sought for a direction from this Hon'ble Court against the Defendants (i) to execute regular agreement for sale in favour of the Plaintiff and register the same; and (ii) that Vaidehi Akash Housing Private Limited, New D.N. Nagar Co-op. Housing Societies, Rustomjee Realty Private Limited be restrained by an injunction from the Hon'ble Court from in any manner dealing with and disposing of and/or creating any third party right title and interest in respect of the Suit Premises
- (iii) Rustomjee Realty Private Limited has filed its Affidavit dated 15<sup>th</sup> July, 2011 in reply to the above Notice of Motion No. 1953 of 2011 opposing grant of any reliefs prayed for by the Plaintiff in the said Notice of Motion
- (iv) By and under an Order dated 31st July, 2012 passed by the Hon'ble Bombay High Court ad-interim reliefs prayed for in the Notice of Motion No. 1953 of 2011 were rejected
- (v) By and under an Order dated 1<sup>st</sup> December, 2014 passed by His Lordship the Hon'ble Mr. Justice S.C.Gupte, inter alia, in the Notice of Motion bearing No.1953 of 2011 in Suit No.1472 of 2011, the said Notice of Motion was dismissed.
- (vi) The said Suit No.1472 of 2011 is pending

#### 6. Suit No. 1517 of 2011

- (i) Asoo K. Nihalani (the Plaintiff therein) has filed a suit being Suit No. 1517 of 2011 against (i) Vaidehi Akash Housing Private Limited (Defendant No.1

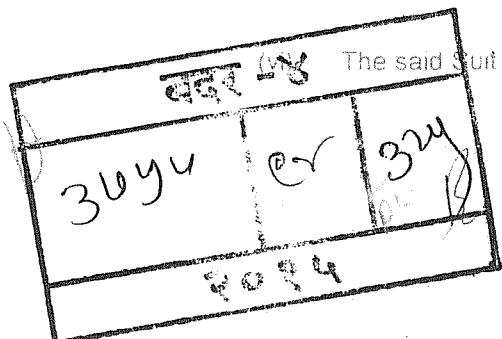


therein), (ii) New D.N. Nagar Sagar Sahwas Colony Co-operative Housing Society Limited (Defendant No.2 therein) and (iii) Rustomjee Realty Private Limited (Defendant No.3 therein) (collectively being the Defendants therein), whereby the Plaintiff has, inter alia, sought for a declaration that there is a concluded contract between the Plaintiff and Defendant No 1 for the sale and purchase of (i) anchor shop admeasuring 1500 square feet on the ground floor at the rate of Rs. 5,000/- (Rupees Five Thousand Only) per square feet; (ii) a flat on the 12<sup>th</sup> Floor having one hall and 5 bedrooms admeasuring 2,500/- square feet at the rate of Rs. 3,000/- (Rupees Three Thousand Only) per square feet as recorded in the Memorandum of Understanding dated 29<sup>th</sup> April, 2006 executed between Asoo K. Nihalani and Vaidehi Akash Housing Private Limited ("Suit Premises"). The Plaintiff has also sought for a direction against the Defendants to construct and hand over the Suit Premises to the Plaintiffs and pending the hearing and final disposal of the suit, to execute and register an agreement for sale in respect of the Suit Premises in favour of the Plaintiffs and pending the hearing and final disposal of the suit the Defendants be restrained from in any manner dealing with and/or disposing of and/or creating any third party rights with respect to the Suit Premises

The Plaintiff in the said Suit has also taken out a Notice of Motion being Notice of Motion No. 2002 of 2011 wherein pending the hearing and final disposal of the suit the Plaintiff has sought for direction from this Hon'ble Court against the Defendants (i) to execute regular agreement for sale in respect of the Suit Premises in favour of the Plaintiff and register the same and (ii) that the Defendants be restrained by an order and injunction from the Hon'ble Court from in any manner dealing with and disposing of and/or creating any third party right title and interest in respect of the Suit Premises

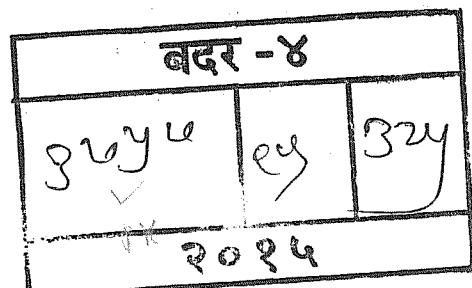
- (iii) Rustomjee Realty Private Limited (being Defendant No.3) has filed its Affidavit dated 15<sup>th</sup> July, 2011 in reply to the above Notice of Motion No. 2002 of 2011 opposing grant of any reliefs prayed for by the Plaintiff in the said Notice of Motion.
- (iv) By and under an Order dated 31<sup>st</sup> July, 2012 passed by the Hon'ble Bombay High Court ad-interim reliefs prayed for in the Notice of Motion No. 2002 of 2011 were rejected.
- (v) By and under an Order dated 1<sup>st</sup> December, 2014 passed by His Lordship the Hon'ble Mr. Justice S.G. Gupte, inter alia. in the Notice of Motion bearing No.2002 of 2011 in Suit No.1517 of 2011, the said Notice of Motion was dismissed.

The said Suit No.1517 of 2011 is pending



7. Suit No. 1362 of 2011

- (i) Asoo K. Nihalani (the Plaintiff therein) has filed a suit being Suit No. 1362 of 2011 against (i) Vaidehi Akash Housing Private Limited (Defendant No.1 therein), (ii) New D.N. Nagar Sagar Sahwas Colony Co-operative Housing Society Limited (Defendant No.2 therein) and (iii) Rustomjee Realty Private Limited (Defendant No.3 therein) (collectively being the Defendants therein), whereby the Plaintiff has, inter alia, sought for a declaration that there is a concluded contract between the Plaintiff and Defendant No.1 for the sale and purchase of the 9 residential flats in Tower 1 comprising of an area of 19,500 square feet saleable area ("Suit Premises")
- (ii) The Plaintiff in the said Suit has also taken out a Notice of Motion being Notice of Motion No. 1900 of 2011 wherein pending the hearing and disposal of the suit the Plaintiff has sought for direction from the Hon'ble Court against the Defendants (i) to execute regular agreement for sale in respect of the Suit Premises in favour of the Plaintiff and register the same and (ii) that the Defendants be restrained by an order and injunction from the Hon'ble Court from in any manner dealing with and disposing of, and/or creating any third party right title and interest in respect of the Suit Premises.
- (iii) Rustomjee Realty Private Limited (being Defendant No.3) filed its Affidavit dated 15<sup>th</sup> July, 2011 in reply to the above Notice of Motion No. 1900 of 2011 opposing grant of any reliefs prayed for by the Plaintiff in the said Notice of Motion.
- (iv) By and under an Order dated 31<sup>st</sup> July, 2012 passed by the Hon'ble Bombay High Court ad-interim reliefs prayed for in the Notice of Motion No. 1900 of 2011 were rejected
- (v) Thereafter, being aggrieved by the Order dated 31<sup>st</sup> July, 2012, the Plaintiff filed Notice of Motion No.2247 of 2012 in Appeal No.527 of 2012 in Notice of Motion No 1900 of 2011 in Suit No. 1362 of 2011 wherein the Plaintiff challenged the aforesaid Order and, inter alia, sought for the aforesaid Order to be quashed and set aside.
- (vi) By and under an Order dated 19<sup>th</sup> March, 2013 passed by the Hon'ble Bombay High Court the Notice of Motion No.2247 of 2012 in Appeal No.527 of 2012 were disposed of as dismissed.
- (vii) By and under an Order dated 1<sup>st</sup> December, 2014 passed by His Lordship the Hon'ble Mr. Justice S.C.Gupte, inter alia, in the Notice of Motion bearing No.1900 of 2011 in Suit No.1362 of 2011, the said Notice of Motion was dismissed.

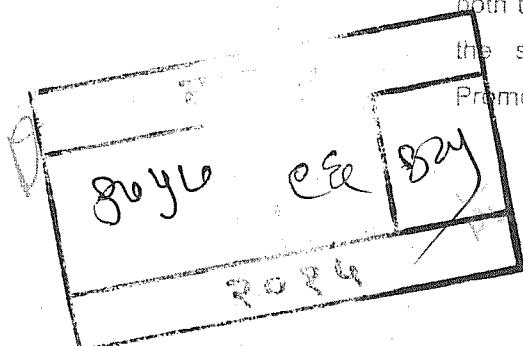


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(viii) The said Suit No 1362 of 2011 is pending and awaiting disposal

8. Suit No. 616 of 2012

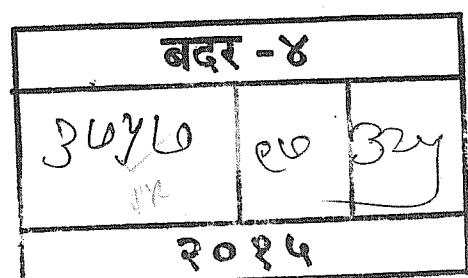
- (i) Phoolchand Prajapati and Gourishankar Prajapati (the Plaintiffs therein) have filed a suit being Suit No. 616 of 2012 against (i) Vaidehi Akash Housing Private Limited (Defendant No.1 therein); (ii) Rustomjee Realty Private Limited (Defendant No.2 therein) (collectively being the Defendants therein), whereby the Plaintiffs have, inter alia, sought for (i) a declaration that allotment letters dated 12<sup>th</sup> May, 2007 issued by Vaidehi Akash Housing Private Limited with respect to (a) flat bearing No.601 admeasuring 1498 square feet (carpet area) on the 6<sup>th</sup> floor of building known as New DN Nagar Sagar Sahawas Colony together with a 2 (two) stilt car parking spaces for a consideration of Rs. 67,41,000/- (Rupees Sixty Seven Lakh Forty One Thousand Only); (b) flat bearing No.602 admeasuring 1498 square feet (carpet area) on the 6<sup>th</sup> floor of building known as New DN Nagar Sagar Sahawas Colony together with a 2 (two) stilt car parking spaces for a consideration of Rs. 67,41,000/- (Rupees Sixty Seven Lakh Forty One Thousand Only) and (c) flat bearing No 603 admeasuring 1199 square feet (carpet area) on the 6<sup>th</sup> floor of building known as New DN Nagar Sagar Sahawas Colony together with a 2 (two) stilt car parking spaces for a consideration of Rs. 53,95,500/- (Rupees Fifty Three Lakh Ninety One Thousand Five Hundred Only) (collectively referred to as the "Suit Premises) is valid, subsisting and binding upon the Defendants; (ii) a direction from the Hon'ble High Court for the specific performance of their obligations as per the Maharashtra Ownership Flats (Regulation of Promotion of Construction, Sale, Management and Transfer) Act, 1963 under the allotment letters dated 12<sup>th</sup> May, 2007 and (iii) direction from the Hon'ble High Court restraining the Defendants from creating any third party rights with respect to the Suit Premises.
- (ii) The Plaintiff in the said Suit has also taken out a Notice of Motion being Notice of Motion No. 766 of 2012 wherein pending the hearing and final disposal of the suit the Plaintiff has sought for direction from this Hon'ble Court against the Defendants (i) to grant a stay on construction activity over the suit property; (ii) to direct both the Defendants to specifically perform their obligations under the letter dated 12<sup>th</sup> May, 2007 and hand over the vacant and peaceful possession of the suit flats; (iii) to direct both the Defendants to execute and register the Agreement in respect of the suit flats under Maharashtra Ownership Flats (Regulation of Promotion of Construction, Sale, Management and Transfer) Act, 1963.



- (iv) that the Defendants be restrained by an order and injunction from the Hon'ble Court from in any manner creating any third party interest or alienate or create a lien or mortgage in respect of the suit flats in respect of the Suit Premises, and (v) to appoint a court receiver on the said property.
- (iii) An order dated 2<sup>nd</sup> December, 2011 was passed in the Notice of Motion No 766 of 2011. Being aggrieved by the aforesaid order, the Plaintiffs filed an Appeal bearing (L) No.67 of 2012 whereby the Plaintiffs have challenged the aforesaid order and, inter alia, sought for the aforesaid order to be quashed and set aside.
- (iv) By and under an order dated 3<sup>rd</sup> April, 2012, the aforesaid appeal has been admitted and the same is pending. However, in light of the Order dated 1<sup>st</sup> December, 2014 passed by His Lordship Mr. Justice S.C. Gupte inter alia, in the Notice of Motion bearing No.666 of 2012 in Suit No.616 of 2012, the aforesaid appeal has become infructuous.
- (v) By and under an Order dated 1<sup>st</sup> December, 2014 passed by His Lordship the Hon'ble Mr. Justice S.C.Gupte, inter alia, in the Notice of Motion bearing No.766 of 2012 in Suit No.616 of 2012, the said Notice of Motion was dismissed.
- (vi) The said Suit No.616 of 2012 is still pending

9. Writ Petition No. (Lodg) 2249 of 2011

- (i) By and under Writ Petition No (Lodg) 2249 of 2011 filed by Prem M. Bramne, Bholanath Bhoumik, Netaji N. Chavan, Baliram G. Pagdhare, Champadevi Kanu, Dilip R. Varadkar, Dhruti Shah, Ganesh Agawane, Harish Pradhan, Mukeshkumar Jaiswal, Nilima N. Gaonkar, Ruhi K. Jadhav, Nanda N. Chavan, Dilip Pokharna, Sushma C. Borkar, Trilok M. Shroff, Vinayak N. Koli, Yogesh Jagtap, Mallika R. Shelty, Y.P. Shukla, Abdul Hussein F. Kakaji, Shyam Kumar R. Wadhwa, Suresh J. Ankale, Dasharath G. Patil, Dashrath K. Marne, Jayant A. Singh, Sumit A. Singh, Kalpana Krishna Patil, Mohankumar U. Arora, Nitin V. Ved, Niraj S. Singh, Sushila S. Singh, S.B. Sharma, Vrushali A. Dharmadhikari, Dinesh Barot, Shardaben C. Darji, Rajesh Gupta, Arvind G. Naik, Santosh A. Naik and Bharat D. Bharmani (being the Petitioners therein) against MHADA, State of Maharashtra, New D.N. Nagar Co-op Housing Societies Union Limited, Vaidehi Akash Housing Private Limited and Rustomjee Realty Private Limited (being the Respondents therein), the Petitioners therein have sought for a writ of mandamus against

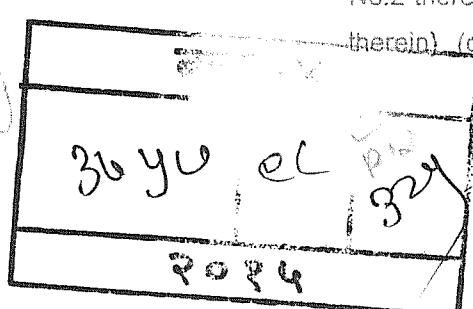


Respondent No.1 to take over redevelopment of the said Land or in the alternative to appoint a contractor and/or developer to redevelop the said Land by following the due process of law.

- (ii) By and under its Order dated 24<sup>th</sup> January, 2012 passed by the Division Bench consisting of His Lordship Hon'ble Mr. Justice S.A. Bobde and His Lordship Hon'ble Mr. Justice R.D. Dhanuka, the aforesaid Writ Petition has been disposed of.

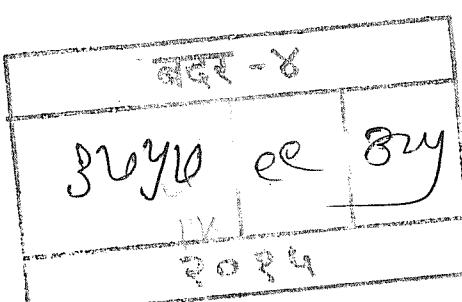
**10. Crown Aishwarya Mega Projects Private Limited**

- (i) By and under its Letter dated 20<sup>th</sup> March, 2010 received by us on 23<sup>rd</sup> March, 2010 in reply to the said Public Notice, M/s. Chitnis Vaithy & Co. on behalf of their clients Crown Aishwarya Mega Projects Private Ltd inter-alia informed us that (a) Vaidehi Akash Housing Private Limited has entered into a Memorandum of Understanding dated 12<sup>th</sup> January, 2010 with Crown Aishwarya Mega Projects Private Ltd whereby Vaidehi Akash Housing Private Limited has entrusted development rights in respect of the free sale component for the consideration and upon the term and conditions as stated in the said Memorandum of Understanding dated 12<sup>th</sup> January, 2010, (b) Directors, shareholders, family members and business associates of Crown Aishwarya Mega Projects Private Ltd have also booked and/or purchased several residential flats and commercial premises admeasuring approx. about 2,00,000 square feet FSI from Vaidehi Akash Housing Private Limited and have paid huge amounts of money as consideration in that regard and obtained necessary documents from Vaidehi Akash Housing Private Limited for sale and allotment thereof; and (c) any increase in FSI beyond 2.4 FSI shall also be assigned by Vaidehi Akash Housing Private Limited to Crown Aishwarya Mega Projects Private Limited.
- (ii) We have vide our letter dated 13<sup>th</sup> April, 2010 (which is received by M/s. Chitnis Vaithy & Co. on 13<sup>th</sup> April, 2010) and our letter dated 27<sup>th</sup> April, 2010 (received by M/s. Chitnis Vaithy & Co. on 28<sup>th</sup> April, 2010) dealt with the objections and/or purported claim of Crown Aishwarya Mega Projects Private Limited.
- (iii) Subsequent thereto, Crown Aishwarya Mega Projects Private Limited (the Plaintiff therein) has filed a suit being Suit No. 770 of 2011 against (i) Vaidehi Akash Housing Private Limited (Defendant No.1 therein); (ii) New D.N. Nagar Co-op. Housing Societies Union Limited (Defendant No.2 therein) and (iii) Rustamjee Realty Private Limited (Defendant No.3 therein) (collectively being the Defendants therein), wherein Crown



Aishwarya Mega Projects Private Ltd has, inter alia, sought (i) for enforcement of the Memorandum Of Understanding dated 12<sup>th</sup> January, 2010 executed between Vaidehi Akash Housing Private Limited and Crown Aishwarya Mega Projects Private Limited; and (ii) for a declaration that the FSI Agreement executed between the New D.N. Nagar Co-op. Housing Societies Union Limited and Rustomjee Realty Private Limited is null and void.

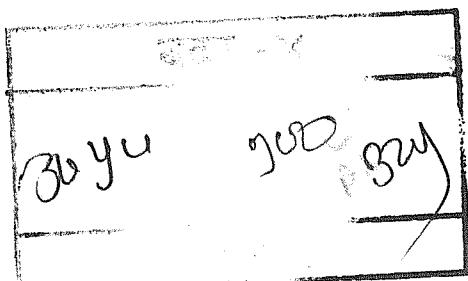
- (iv) Crown Aishwarya Mega Projects Private Ltd has taken out a Notice of Motion being Notice of Motion No.1037 of 2011 in the Suit No 770 of 2011 for seeking ad-interim / interim reliefs against Vaidehi Akash Housing Private Limited, New D.N. Nagar Co-op. Housing Societies Union Limited and Rustomjee Realty Private Limited.
- (v) By and under an order dated 7<sup>th</sup> April, 2011 passed by the Hon'ble High Court in Notice of Motion No. 1037 of 2011 no ad-interim reliefs were granted to Crown Aishwarya Mega Projects Private. The order dated 7 April, 2011 of the Hon'ble High Court further held that Vaidehi Akash Housing Private Limited had no right, title or interest in respect of the above 2.4 and since Crown Aishwarya Mega Projects Private Limited claims through Vaidehi Akash Housing Private Limited, they cannot claim rights higher than what would accrue to Vaidehi Akash Housing Private Limited under the Society Development Agreement. In other words, if Vaidehi Akash Housing Private Limited had no right in respect of FSI in excess of 2.4 under the Society Development Agreement no assignment would be enured to the benefit of Crown Aishwarya Mega Projects Private Limited that claims through Vaidehi Akash Housing Private Limited.
- (vi) Crown Aishwarya Mega Projects Private Limited filed an appeal being Appeal No. 330 of 2011 against the said order dated 7<sup>th</sup> April, 2011 passed by the Hon'ble High Court in Notice of Motion No.1037 of 2011. By and under its order dated 12<sup>th</sup> September, 2011 passed by the Division Bench of the Hon'ble High Court, the aforesaid Appeal was disposed of with direction that the Notice of Motion No. 1037 of 2011 be decided on its own merits in accordance with law without interference of the ad-interim order made in Notice of Motion No. 1037 of 2011.
- (vii) Thereafter, by and under its order dated 29<sup>th</sup> September, 2011 passed by the Hon'ble High Court, Notice of Motion No 1037 of 2011 was also disposed of with liberty to Crown Aishwarya Mega Projects Private Limited to file a fresh Notice of Motion. The said Suit is pending and no



new Notice of Motion has been taken out by Crown Aishwarya Mega Projects Private Limited.

11. Premji Bhuralal Gala and Khetshi Karia

- (i) By and under its letter dated 22<sup>nd</sup> March, 2011 addressed by L.D. Shah & Co., Advocates and Solicitors for Premji Bhuralal Gala and others, has raised objections in pursuance of the Public Notice. It is stated that Vaidehi Akash Housing Private Limited has by various letters of allotment, sold and allotted, to the clients of L.D. Shah & Co., 38 (thirty eight) commercial shops subsequently modified to 24 (twenty four) shops admeasuring in aggregate 35,640 square feet built up area for the aggregate consideration of Rs. 26,00,00,000/- (Rupees Twenty Six Crores only).
- (ii) We have vide our Letter dated 13<sup>th</sup> April, 2010 given a reply to the Letter dated 22<sup>nd</sup> March, 2011 addressed by L.D. Shah & Co, Advocates and Solicitors.
- Subsequently, Premji Bhuralal Gala and Khetshi Karia (the Plaintiffs therein) have filed Suit No.943 of 2011 against (i) Vaidehi Akash Housing Private Limited (Defendant No.1 therein), (ii) New D.N. Nagar Co-operative Housing Societies Union Ltd. (Defendant No.2 therein), (iii) Rustomjee Realty Private Limited (Defendant No.2 therein) and (4) Mahavir Builders and Developers (Defendant No.4 therein) (collectively being the Defendants therein), whereby the Plaintiffs have, inter alia, sought for (i) a declaration that the Memorandum of Understanding dated 31<sup>st</sup> March, 2009 with 37 letters of allotment are valid, subsisting and binding; (ii) specific performance of Memorandum of Understanding dated 31<sup>st</sup> March, 2009 with 37 letters of allotment; (iii) restraint order prohibiting the Defendants therein from selling, transferring, alienating, parting with possession or creating any form of third party rights or interest in respect of 37 commercial shops subsequently modified to 24 (twenty four) shops admeasuring in aggregate 35,640 square feet built up area ("the Suit Premises").
- (iv) The Plaintiffs in the said Suit have also taken out a Notice of Motion being Notice of Motion No. 1333 of 2011 wherein pending the hearing and final disposal of the Suit, the Plaintiffs have sought for restraint order prohibiting the Defendants therein from selling, transferring, alienating, parting with possession or creating any form of third party rights or interest in respect of Suit Premises.



- (v) Rustomjee Realty Private Limited (being Defendant No.3) has filed its Affidavit dated 28<sup>th</sup> February, 2011 in reply to the above Notice of Motion No. 1333 of 2011 opposing grant of any reliefs prayed for by the Plaintiffs in the said Notice of Motion.
- (vi) By and under an Order dated 1<sup>st</sup> December, 2014 passed by His Lordship the Hon'ble Mr. Justice S.C.Gupte, inter alia, in the Notice of Motion bearing No. 1333 of 2011 in Suit No.943 of 2011, the said Notice of Motion was dismissed.
- (vii) Aggrieved by the Order dated 1<sup>st</sup> December, 2014 passed by His Lordship the Hon'ble Mr. Justice S.C.Gupte, inter alia, in the Notice of Motion bearing No.1333 of 2011 in Suit No.943 of 2011, the Plaintiff has filed an Appeal being Appeal No.7 of 2015. The said appeal is pending.
- (viii) The said Suit No.943 of 2011 is pending.

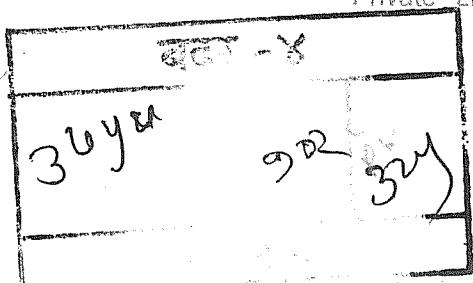
12. Kamal P. Nanavaty and Pratik Nanavaty

- (i) By and under its letter dated 28<sup>th</sup> September, 2010 addressed by Prakash & Co., Advocates and Solicitors for and on behalf of Kamal P. Nanavaty and Pratik Nanavaty to Vaidehi Akash Housing Private Limited with a copy marked to Rustomjee Realty Private Limited and the New D.N. Nagar Co-operative Housing Societies Union Limited, has called upon Vaidehi Akash Housing Private Limited to specifically perform the agreements recorded in the allotment letter dated 26th October, 2007 between Kamal P. Nanavaty and Pratik Nanavaty and Vaidehi Akash Housing Private Limited and execute and admit the execution of a formal agreement for sale of flat under Maharashtra Ownership Flats (Regulation of Promotion of Construction, Sale, Management and Transfer) Act, 1963 with respect to the premises being Flat No. 805 comprising of 3 bedrooms, hall and kitchen on the 8<sup>th</sup> floor of the building known as Tower-1 admeasuring 1800 square feet (saleable area) for the consideration of Rs.72,00,000/- (Rupees Seventy Two Lakhs only) out of which an amount of Rs.10,80,000/- (Rupees Ten Lakhs Eighty Thousand Only) vide a cheque bearing no.655226 dated 22<sup>nd</sup> October, 2007 drawn on HDFC Bank has been paid.
- (ii) We have vide our letter dated 13<sup>th</sup> May, 2011 given a reply to the Letter dated 28<sup>th</sup> September, 2010 addressed by Prakash & Co.
- (iii) Kamal P. Nanavaty and Pratik Nanavaty (the Plaintiffs therein) have filed a Suit No. 1351 of 2011 against (i) Vaidehi Akash Housing Private Limited (Defendant No.1 therein), (ii) Rustomjee Realty Private Limited

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(Defendant No.2 therein) and (iii) New D.N. Nagar Co-operative Housing Societies Union Limited (Defendant No.3 therein) (collectively the Defendants therein), whereby the Plaintiffs have, inter alia, sought for (ii) a declaration that there exists a valid, subsisting, binding and enforceable agreement/ contract executed between Vaidehi Akash Housing Private Limited and the Plaintiffs with respect to the Suit Premises; (ii) direction from the Hon'ble High Court against Vaidehi Akash Housing Private Limited and Rustomjee Realty Private Limited to execute a formal agreement for sale with respect to the Suit Premises in favour of the Plaintiff; (iii) direction from the Hon'ble High Court restraining Vaidehi Akash Housing Private Limited and Rustomjee Realty Private Limited from selling, transferring, alienating, creating any third party rights or otherwise encumbering or parting with possession of the Suit Premises.

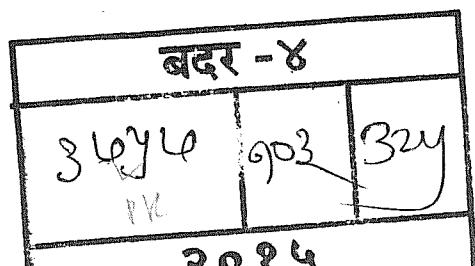
- (iv) The Plaintiffs in the said Suit have also taken out a Notice of Motion being Notice of Motion No. 2184 of 2011 wherein pending the hearing and final disposal of the Suit, the Plaintiffs have sought for (i) appointment of a Court Receiver with respect to the Suit Premises with a specific direction to take possession; (ii) order/injunction of the Hon'ble Court restraining the Defendant Nos.1 and 2 (Vaidehi Akash Housing Private Limited and Rustomjee Realty Private Limited) from selling, transferring, alienating, creating any third party rights or otherwise encumbering or parting with possession of the Suit Premises.
- (v) By and under an Order dated 16<sup>th</sup> January, 2015 passed by His Lordship the Hon'ble Mr. Justice S.C.Gupte, inter alia, in the Notice of Motion bearing No.2184 of 2011 in Suit No.1351 of 2011, the said Notice of Motion was dismissed
- (vi) The said Suit No.1351 of 2011 is pending
- (vii) In an independent proceeding initiated by Vaidehi Akash Housing Private Limited (i.e. Suit No.262 of 2012), it is stated by Vaidehi Akash Housing Private Limited (on an affidavit as per the direction of the Hon'ble High Court) that the allotment of carpet area admeasuring 1199 square feet to Kamal Nanavaty and Pratik Nanavaty is comprised in 57,050 square feet of carpet area in the Free Sale Buildings to be allotted by Rustomjee Realty Private Limited to Vaidehi Akash Housing Private Limited pursuant to the Rustomjee Development Agreement. However, prior to the issuance of the said Public Notice, neither Vaidehi Akash Housing Private Limited nor to Kamal Nanavaty and Pratik Nanavaty has



informed and/or intimated of the same to Rustomjee Realty Private Limited.

13. Alka Dipak Mehta

- (i) By and under its Letter dated 31<sup>st</sup> March, 2010 addressed by L.D. Shah & Co., Advocates and Solicitors for and on behalf of Alka Dipak Mehta to us, in pursuance of the Public Notice, it has inter alia stated that Rustomjee Realty Private Limited is bound and liable to construct, complete and provide the flat bearing No. 706 admeasuring 1800 square feet (saleable area) on the 7<sup>th</sup> floor of Tower-1 on Plot B for a consideration of Rs. 72,00,000/- (Rupees Seventy Two Lakhs only) out of which an amount of Rs.10,80,000/- (Rupees Ten Lakhs Eighty Thousand Only) vide a cheque bearing no.466444 dated 24<sup>th</sup> March, 2007 drawn on Saraswat Co-operative Bank Ltd has been paid.
- (ii) We have vide our letters dated 13<sup>th</sup> April, 2010 and 19<sup>th</sup> April, 2010 given a reply to the letter dated 31<sup>st</sup> March 2010 addressed by L.D. Shah & Co.
- (iii) By and under its Letter dated 28<sup>th</sup> September, 2010 addressed by Prakash & Co., Advocates and Solicitors for and on behalf of Alka Deepak Mehta to Vaidehi Akash Housing Private Limited, a copy marked to Rustomjee Realty Private Limited, Suburban Distt. B.N. Nagar Co-operative Housing Societies Union Limited, has called upon Vaidehi Akash Housing Private Limited to specifically perform the agreements recorded in the allotment letter dated 26<sup>th</sup> March, 2007 and execute and admit the execution of a formal agreement for sale of flat under Maharashtra Ownership Flats (Regulation of Promotion of Construction, Sale, Management and Transfer) Act, 1963 with respect to the flat bearing No. 706 admeasuring 1800 square feet (saleable area) on the 7<sup>th</sup> floor of Tower-1 on Plot B.
- (iv) We have vide our letter dated 13<sup>th</sup> May, 2011 given a reply to the letter dated 28<sup>th</sup> September, 2010 addressed by Prakash & Co.
- (v) Thereafter, Alka Dipak Mehta (being the Plaintiff therein) has filed a Suit No. 1353 of 2011 against (i) Vaidehi Akash Housing Private Limited (Defendant No.1 therein), (ii) Rustomjee Realty Private Limited (Defendant No.2 therein) and (iii) New D.N. Nagar Co-operative Housing Societies Union Limited (Defendant No.3 therein) (collectively the Defendants therein), whereby the Plaintiff has, inter alia, sought for (i) a declaration that there exists a valid, subsisting, binding and enforceable agreement executed between Vaidehi Akash Housing Private Limited



and the Plaintiff with respect to the flat bearing No. 706 admeasuring 1800 square feet (saleable area) on the 7<sup>th</sup> floor of Tower-1 on Plot B ("the Suit Premises"); (ii) direction from the Hon'ble High Court against Vaidehi Akash Housing Private Limited and Rustomjee Realty Private Limited to execute a formal agreement for sale in favour of the Plaintiff in respect of the Suit Premises; (iii) direction from the Hon'ble High Court restraining Vaidehi Akash Housing Private Limited and Rustomjee Realty Private Limited from selling, transferring, alienating, creating any third party rights or otherwise encumbering or parting with possession of the Suit Premises.

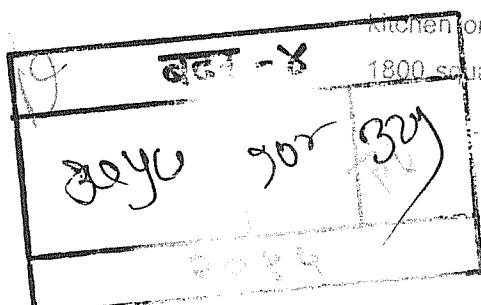
- (vi) The Plaintiff in the said Suit has also taken out a Notice of Motion being Notice of Motion No. 2180 of 2011 wherein pending the hearing and final disposal of the suit the Plaintiffs have sought for (i) appointment of a Court Receiver with respect to the Suit Premises with a specific direction to take possession; (ii) order/injunction of the Hon'ble Court restraining the Defendant Nos.1 and 2 (Vaidehi Akash Housing Private Limited and Rustomjee Realty Private Limited) from selling, transferring, alienating, creating any third party rights or otherwise encumbering or parting with possession of the Suit Premises.

By and under an Order dated 16<sup>th</sup> January, 2015 passed by His Lordship the Hon'ble Mr. Justice S.C.Gupte, inter alia, in the Notice of Motion bearing No.2180 of 2011 in Suit No.1353 of 2011, the said Notice of Motion was dismissed

- (vii) The Suit No 1353 of 2011 is pending

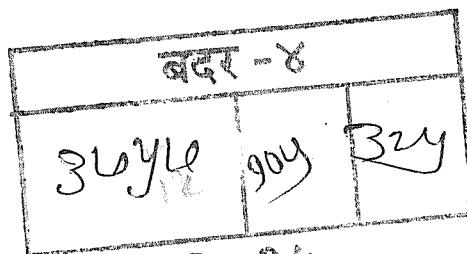
#### 14. Rita Nanavaty and Taran Doshi

- (i) By and under its letter dated 28<sup>th</sup> September, 2010 addressed by Prakash & Co., Advocates and Solicitors for and on behalf of Rita Nanavaty and Taran Doshi to Vaidehi Akash Housing Private Limited with a copy marked to Rustomjee Realty Private Limited and the New D.N. Nagar Co-operative Housing Societies Union Limited, has called upon Vaidehi Akash Housing Private Limited to specifically perform the agreements recorded in the allotment letter dated 26<sup>th</sup> October, 2007 and execute and admit the execution of a formal agreement for sale of flat under Maharashtra Ownership Flats (Regulation of Promotion of Construction, Sale, Management and Transfer) Act, 1963 with respect to the premises being Flat No.806 comprising of 3 bedrooms, hall and kitchen on the 8<sup>th</sup> floor of the building known as Tower-1 admeasuring 1800 square feet (saleable area) for the consideration of Rs.72,00,000/-

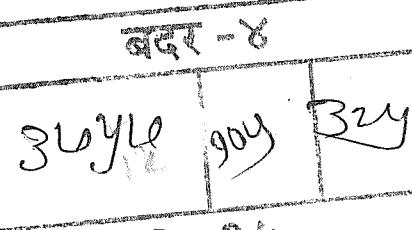


(Rupees Seventy Two Lakhs only) out of which an amount of Rs.10,80,000/- (Rupees Ten Lakhs Eighty Thousand Only) vide a cheque bearing no.655227 dated 22<sup>nd</sup> October, 2007 drawn on HDFC Bank has been paid.

- (ii) We have vide our letter dated 13<sup>th</sup> May, 2011 given a reply to the letter dated 28<sup>th</sup> September, 2010 addressed by Prakash & Co.
- (iii) The said Rita Nanavaty and Taran Doshi (the Plaintiffs therein) have filed a suit being Suit No. 1354 of 2011 against (i) Vaidehi Akash Housing Private Limited (Defendant No.1 therein), (ii) Rustomjee Realty Private Limited (Defendant No.2 therein) and (iii) New D.N. Nagar Co-operative Housing Societies Union Limited (Defendant No.3 therein) (collectively the Defendants therein), whereby the Plaintiffs have, inter alia, sought for (ii) a declaration that there exists a valid, subsisting, binding and enforceable agreement/ contract executed between Vaidehi Akash Housing Private Limited and the Plaintiffs with respect to the Suit Premises; (ii) direction from the Hon'ble High Court against Vaidehi Akash Housing Private Limited and Rustomjee Realty Private Limited with respect to the Suit Premises and execute formal agreement for sale in favour of the Plaintiff; (iii) direction from the Hon'ble High Court restraining Vaidehi Akash Housing Private Limited and Rustomjee Realty Private Limited from selling, transferring, alienating, creating any third party rights or otherwise encumbering or parting with possession of the Suit Premises.
- (iv) The Plaintiffs in the said Suit have also taken out a Notice of Motion being Notice of Motion No. 2185 of 2011 wherein pending the hearing and final disposal of the suit the Plaintiffs have sought for (i) appointment of a Court Receiver with respect to the Suit Premises with a specific direction to take possession; (ii) order/injunction of the Hon'ble Court restraining the Defendant Nos.1 and 2 therein (Vaidehi Akash Housing Private Limited and Rustomjee Realty Private Limited) from selling, transferring, alienating, creating any third party rights or otherwise encumbering or parting with possession of the Suit Premises.
- (v) By and under an Order dated 16<sup>th</sup> January, 2015 passed by His Lordship the Hon'ble Mr. Justice S.C.Gupte, inter alia, in the Notice of Motion bearing No.2185 of 2011 in Suit No.1354 of 2011, the said Notice of Motion was dismissed. The aforesaid order erroneously records the aforesaid the Notice of Motion as Notice of Motion No. 2183 of 2011,
- (vi) The said Suit No.1354 of 2011 is pending

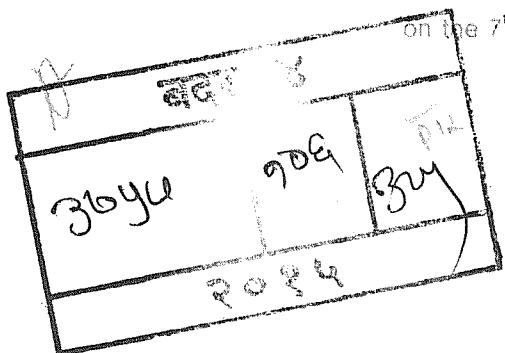


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15. Sachin V. Mehta and Sujata Mehta

- (i) By and under its Letter dated 31<sup>st</sup> March, 2010 addressed by L.D. Shah & Co., Advocates and Solicitors for and on behalf of (i) Sachin V. Mehta and (ii) Sujata Mehta to us, it has inter alia stated that Rustomjee Realty Private Limited is bound and liable to construct, complete and provide the flat bearing No. 704 admeasuring 1800 square feet (saleable area) on the 7<sup>th</sup> floor of Tower-1 on Plot B for a consideration of Rs 72,00,000/- (Rupees Seventy Two Lakhs only) out of which an aggregate amount of Rs.7,20,000/- (Rupees Seven Lakhs Twenty Thousand Only) vide three separate cheques has been paid.
- (ii) We have vide our Letters dated 13th April, 2010 and 28th April, 2010 given a reply to the Letter dated 31st March, 2010 addressed by L.D. Shah & Co
- (iii) By and under its Letter dated 28<sup>th</sup> September, 2010 addressed by Prakash & Co., Advocates and Solicitors for and on behalf of (i) Sachin V. Mehta, (ii) Sujata Mehta and (iii) Narayanan Menon to Vaidehi Akash Housing Private Limited with a copy marked to Rustomjee Realty Private Limited and the New D.N. Nagar Co-operative Housing Societies Union Limited, has called upon Vaidehi Akash Housing Private Limited to specifically perform the agreements recorded in the allotment letter dated 10<sup>th</sup> April, 2007 and execute and admit the execution of a formal agreement for sale of flat under Maharashtra Ownership Flats (Regulation of Promotion of Construction, Sale, Management and Transfer) Act, 1963 with respect to the flat bearing No. 704 admeasuring 1800 square feet (saleable area) on the 7<sup>th</sup> floor of Tower-1 on Plot B
- (iv) We have vide our letter dated 13<sup>th</sup> May, 2011 given a reply to the letter dated 28<sup>th</sup> September, 2010 addressed by Prakash & Co.
- (v) Subsequently, (i) Sachin V. Mehta, (ii) Sujata Mehta and (iii) Narayanan Menon (being the Plaintiffs therein) have filed a Suit No. 1355 of 2011 against (i) Vaidehi Akash Housing Private Limited (Defendant No.1 therein), (ii) Rustomjee Realty Private Limited (Defendant No.2 therein) and (iii) New D.N. Nagar Co-operative Housing Societies Union Limited (Defendant No.3 therein) (collectively the Defendants therein), whereby the Plaintiff has, inter alia, sought for (i) a declaration that there exists a valid, subsisting, binding and enforceable agreement executed between Vaidehi Akash Housing Private Limited and the Plaintiffs with respect to the flat bearing No. 704 admeasuring 1800 square feet (saleable area) on the 7<sup>th</sup> floor of Tower-1 on Plot B ("the Suit Premises"), (ii) direction



from the Hon'ble High Court against Vaidehi Akash Housing Private Limited and Rustomjee Realty Private Limited to execute a formal agreement for sale in respect of the Suit Premises in favour of the Plaintiff; (iii) direction from the Hon'ble High Court restraining Vaidehi Akash Housing Private Limited and Rustomjee Realty Private Limited from selling, transferring, alienating, creating any third party rights or otherwise encumbering or parting with possession of the Suit Premises.

- (vi) The Plaintiffs in the said Suit have also taken out a Notice of Motion being Notice of Motion No. 2274 of 2011 wherein pending the hearing and final disposal of the suit the Plaintiffs have sought for (i) appointment of a Court Receiver with respect to the Suit Premises with a specific direction to take possession; (ii) order/injunction of the Hon'ble Court restraining the Defendant Nos. 1 and 2 (Vaidehi Akash Housing Private Limited and Rustomjee Realty Private Limited) from selling, transferring, alienating, creating any third party rights or otherwise encumbering or parting with possession of the Suit Premises.
- (vii) By and under an Order dated 16<sup>th</sup> January, 2012 passed by this Courtship the Hon'ble Mr. Justice S.C.Gupte, inter alia, in the Notice of Motion bearing No. 2274 of 2011 in Suit No. 1355 of 2011, the said Notice of Motion was dismissed.
- (viii) The said Suit No. 1355 of 2011 is pending.

16. Vikram Parekh

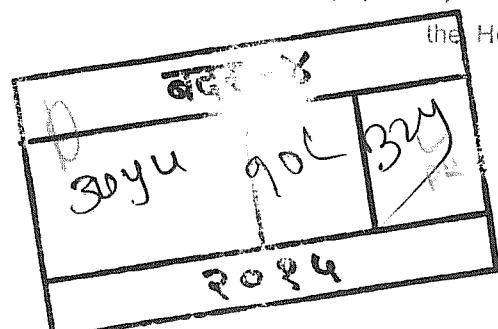
- (i) By and under its letter dated 31<sup>st</sup> March, 2010 addressed by L.D. Shah & Co., Advocates and Solicitors for and on behalf of Vikram Parekh to us, it has inter alia stated that Rustomjee Realty Private Limited is bound and liable to construct, complete and provide the flat bearing No. 605 admeasuring 1800 square feet (saleable area) on the 6<sup>th</sup> floor of Tower-1 on Plot B for a consideration of Rs 72,00,000/- (Rupees Seventy Two Lakhs only) out of which an amount of Rs. 10,80,000/- (Rupees Ten Lakhs Eighty Thousand Only) vide a cheque bearing no. 752465 dated 7<sup>th</sup> May, 2007 drawn on Oriental Bank of Commerce has been paid.
- (ii) We have vide our letters dated 13<sup>th</sup> April, 2010 and 28<sup>th</sup> April, 2010 given a reply to the letter dated 31<sup>st</sup> March, 2010 addressed by L.D. Shah & Co.
- (iii) By and under its letter dated 28<sup>th</sup> September, 2010 addressed by Prakash & Co., Advocates and Solicitors for and on behalf of Vikram Parekh to Vaidehi Akash Housing Private Limited with a copy marked to



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Rustomjee Realty Private Limited and the New D.N. Nagar Co-operative Housing Societies Union Limited, has called upon Vaidehi Akash Housing Private Limited to specifically perform the agreements recorded in the allotment letter dated 12<sup>th</sup> May, 2007 and execute and admit the execution of a formal agreement for sale of flat under Maharashtra Ownership Flats (Regulation of Promotion of Construction, Sale, Management and Transfer) Act, 1963 with respect to the Suit Premises.

- (iv) We have vide our letter dated 13<sup>th</sup> May, 2011 given a reply to the letter dated 28<sup>th</sup> September, 2010 addressed by Prakash & Co.
- (v) Subsequently, Vikram Parekh (being the Plaintiff therein) has filed a Suit No. 1376 of 2011 against (i) Vaidehi Akash Housing Private Limited (Defendant No.1 therein), (ii) Rustomjee Realty Private Limited (Defendant No.2 therein) and (iii) New D.N. Nagar Co-operative Housing Societies Union Limited (Defendant No.3 therein) (collectively the Defendants therein), whereby the Plaintiff has, inter alia, sought for (i) a declaration that there exists a valid, subsisting, binding and enforceable agreement executed between Vaidehi Akash Housing Private Limited and the Plaintiff with respect to the flat bearing No. 605 admeasuring 1800 square feet (saleable area) on the 6<sup>th</sup> floor of Tower-1 ("the Suit Premises"); (ii) direction from the Hon'ble High Court against Vaidehi Akash Housing Private Limited and Rustomjee Realty Private Limited to execute a formal agreement for sale with respect to the Suit Premises in favour of the Plaintiff in that regard; (iii) direction from the Hon'ble High Court restraining Vaidehi Akash Housing Private Limited and Rustomjee Realty Private Limited from selling, transferring, alienating, creating any third party rights or otherwise encumbering or parting with possession of the Suit Premises.
- (vi) The Plaintiff in the said Suit has also taken out a Notice of Motion being Notice of Motion No. 2175 of 2011 wherein pending the hearing and final disposal of the suit the Plaintiffs have sought for (i) appointment of a Court Receiver with respect to the Suit Premises with a specific direction to take possession; (ii) order/injunction of the Hon'ble Court restraining the Defendant Nos.1 and 2 (Vaidehi Akash Housing Private Limited and Rustomjee Realty Private Limited) from selling, transferring, alienating, creating any third party rights or otherwise encumbering or parting with possession of the Suit Premises.
- (vii) By and under an Order dated 16<sup>th</sup> January, 2015 passed by His Lordship the Hon'ble Mr. Justice S.C.Gupte, inter alia, in the Notice of Motion

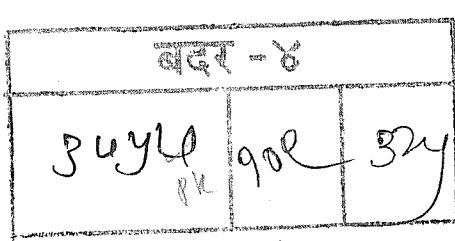


bearing No 2175 of 2011 in Suit No.1376 of 2011, the said Notice of Motion was dismissed

- (viii) The said Suit No 1376 of 2011 is pending

17. Chetan Parekh

- (i) By and under its letter dated 31<sup>st</sup> March, 2010 addressed by L.D. Shah & Co., Advocates and Solicitors for and on behalf of Chetan Parekh to us, it has inter alia stated that Rustomjee Realty Private Limited is bound and liable to construct, complete and provide the flat bearing No. 606 admeasuring 1800 square feet (saleable area) on the 6<sup>th</sup> floor of Tower-1 on Plot B for a consideration of Rs.72,00,000/- (Rupees Seventy Two Lakhs only) out of which an amount of Rs.10,80,000/- (Rupees Ten Lakhs Eighty Thousand Only) vide a cheque bearing no.637520 dated 26<sup>th</sup> March, 2007 drawn on Bank of Baroda has been received.
- (ii) We have vide our Letters dated 13<sup>th</sup> April, 2010 and 28<sup>th</sup> September, 2010 given a reply to the Letter dated 31<sup>st</sup> March, 2010 addressed by L.D. Shah & Co
- (iii) By and under its letter dated 28<sup>th</sup> September, 2010 addressed by Prakash & Co., Advocates and Solicitors for and on behalf of Chetan Parekh to Vaidehi Akash Housing Private Limited with a copy marked to Rustomjee Really Private Limited and the New D.N. Nagar Co-operative Housing Societies Union Limited, has called upon Vaidehi Akash Housing Private Limited to specifically perform the agreements recorded in the allotment letter dated 30<sup>th</sup> March, 2007 and execute and admit the execution of a formal agreement for sale of flat under Maharashtra Ownership Flats (Regulation of Promotion of Construction, Sale, Management and Transfer) Act, 1963 with respect to the flat bearing No. 606 admeasuring 1800 square feet (saleable area) on the 6<sup>th</sup> floor of Tower-1.
- (iv) We have vide our letter dated 13<sup>th</sup> May, 2011 given a reply to the letter dated 28<sup>th</sup> September, 2010 addressed by Prakash & Co.
- (v) The said Chetan Parekh (being the Plaintiff therein) has filed a suit being Suit No. 1377 of 2011 against (i) Vaidehi Akash Housing Private Limited (Defendant No.1 therein), (ii) Rustomjee Realty Private Limited (Defendant No.2 therein) and (iii) New D.N. Nagar Co-operative Housing Societies Union Limited (Defendant No.3 therein) (collectively the Defendants therein), whereby the Plaintiff has, inter alia, sought for (i) a declaration that there exists a valid, subsisting, binding and enforceable



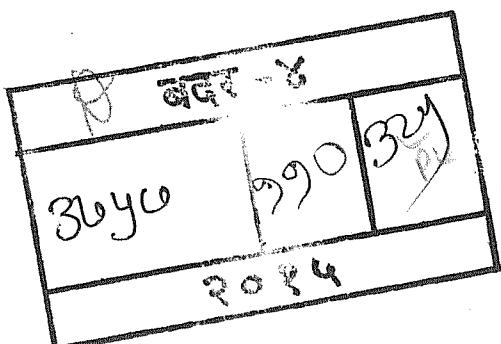
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agreement executed between Vaidehi Akash Housing Private Limited and the Plaintiff with respect to the flat bearing No. 606 admeasuring 1800 square feet (saleable area) on the 6<sup>th</sup> floor of Tower-1 ("the Suit Premises"); (ii) direction from the Hon'ble High Court against Vaidehi Akash Housing Private Limited and Rustomjee Realty Private Limited to execute a formal agreement for sale with respect to the Suit Premises in favour of the Plaintiff; (iii) direction from the Hon'ble High Court restraining Vaidehi Akash Housing Private Limited and Rustomjee Realty Private Limited from selling, transferring, alienating, creating any third party rights or otherwise encumbering or parting with possession of the Suit Premises.

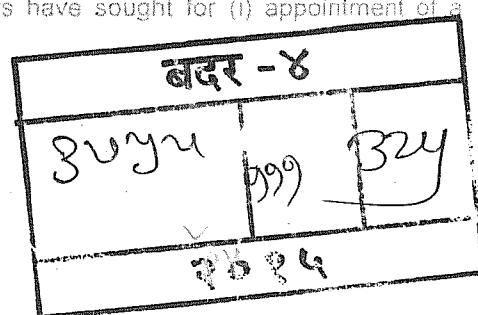
- (vi) The Plaintiff in the said Suit has also taken out a Notice of Motion being Notice of Motion No. 2182 of 2011 wherein pending the hearing and final disposal of the suit the Plaintiffs have sought for (i) appointment of a Court Receiver with respect to the Suit Premises with a specific direction to take possession; (ii) order/injunction of the Hon'ble Court restraining the Defendant Nos.1 and 2 (Vaidehi Akash Housing Private Limited and Rustomjee Realty Private Limited) from selling, transferring, alienating, creating any third party rights or otherwise encumbering or parting with possession of the Suit Premises.
- (vii) By and under an Order dated 16<sup>th</sup> January, 2015 passed by His Lordship the Hon'ble Mr. Justice S.C.Gupte, inter alia, in the Notice of Motion bearing No 2182 of 2011 in Suit No.1377 of 2011, the said Notice of Motion was dismissed
- (viii) The said Suit No.1377 of 2011 is pending

#### **18. Vaishali Mehta and Vikram Mehta**

- (i) By and under its letter dated 31<sup>st</sup> March, 2010 addressed by L.D. Shah & Co., Advocates and Solicitors for and on behalf of (i) Vaishali Mehta and (ii) Vikram Mehta to us, the said L.D. Shah & Co. has inter alia stated that Rustomjee Realty Private Limited is bound and liable to construct, complete and provide the flat bearing No. 601 admeasuring 2250 square feet (saleable area) on the 6<sup>th</sup> floor of Tower-1 on Plot B for a consideration of Rs.90,00,000/- (Rupees Ninety Lakhs only) out of which an amount of Rs.9,00,000/- (Rupees Nine Lakhs Only) vide a demand draft bearing no.033038 dated 7<sup>th</sup> April, 2007 drawn on UTI Bank Limited has been paid.



- (ii) We have vide our letters dated 13<sup>th</sup> April, 2010 and 28<sup>th</sup> April, 2010 given a reply to the letter dated 31<sup>st</sup> March, 2010 addressed by L.D. Shah & Co.
- (iii) By and under its letter dated 28<sup>th</sup> September, 2010 addressed by Prakash & Co., Advocates and Solicitors for and on behalf of (i) Vaishali Mehta and (ii) Vikram Mehta to Vaidehi Akash Housing Private Limited with a copy marked to Rustomjee Realty Private Limited and the New D.N. Nagar Co-operative Housing Societies Union Limited has called upon Vaidehi Akash Housing Private Limited to specifically perform the agreements recorded in the allotment letter dated 10<sup>th</sup> April, 2007 and execute and admit the execution of a formal agreement for sale of flat under Maharashtra Ownership Flats (Regulation of Promotion of Construction, Sale, Management and Transfer) Act, 1963 with respect to the flat bearing No. 601 admeasuring 2250 square feet (saleable area) on the 6<sup>th</sup> floor of Tower-1.
- (iv) We have vide our letter dated 13<sup>th</sup> May, 2010 given a reply to the letter dated 28<sup>th</sup> September, 2010 addressed by Prakash & Co.
- (v) Subsequently, Vaishali Mehta and Vikram Mehta (being the Plaintiffs therein) have filed a Suit No. 1378 of 2011, against (i) Vaidehi Akash Housing Private Limited (Defendant No. 1 therein), (ii) Rustomjee Realty Private Limited (Defendant No. 2 therein) and (iii) New D.N. Nagar Co-operative Housing Societies Union Limited (Defendant No. 3 therein) (collectively the Defendants therein), whereby the Plaintiffs have, inter alia, sought for (i) a declaration that there exists a valid, subsisting, binding and enforceable agreement/ contract executed between Vaidehi Akash Housing Private Limited and the Plaintiffs with respect to the flat bearing No. 601 admeasuring 2250 square feet (saleable area) on the 6<sup>th</sup> floor of Tower-1 ("the Suit Premises"); (ii) direction from the Hon'ble High Court against Vaidehi Akash Housing Private Limited and Rustomjee Realty Private Limited to execute a formal agreement for sale in favour of the Plaintiff with respect to the Suit Premises; (iii) direction from the Hon'ble High Court restraining Vaidehi Akash Housing Private Limited and Rustomjee Realty Private Limited from selling, transferring, alienating, creating any third party rights or otherwise encumbering or parting with possession of the Suit Premises.
- (vi) The Plaintiffs in the said suit has also taken out a Notice of Motion being Notice of Motion No. 2183 of 2011 wherein pending the hearing and final disposal of the suit the Plaintiffs have sought for (i) appointment of a



Court Receiver with respect to the Suit Premises with a specific direction to take possession, (ii) order/injunction of the Hon'ble Court restraining the Defendant Nos.1 and 2 (Vaidehi Akash Housing Private Limited and Rustomjee Realty Private Limited) from selling, transferring, alienating, creating any third party rights or otherwise encumbering or parting with possession of the Suit Premises.

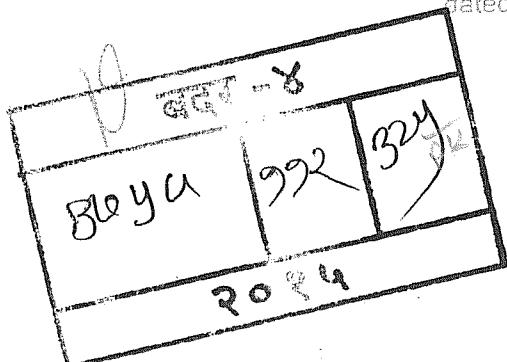
- (vii) By and under an Order dated 16<sup>th</sup> January, 2015 passed by His Lordship the Hon'ble Mr. Justice S.C Gupte, inter alia, in the Notice of Motion bearing No.2183 of 2011 in Suit No.1378 of 2011, the said Notice of Motion was dismissed.
- (viii) The Suit No.1378 of 2011 is pending

**19. Rajesh Suresh Shah**

- (i) By and under its Letter dated 31st March, 2010 addressed by L.D. Shah & Co, Advocates and Solicitors for and on behalf of Rajesh Suresh Shah to us, it has inter alia stated that Rustomjee Realty Private Limited is bound and liable to construct, complete and provide the flat bearing No. 301 admeasuring 2250 square feet (saleable area) on the 3<sup>rd</sup> floor of Tower-1 on Plot B for a consideration of Rs.90,00,000/- (Rupees Ninety Lakhs only) out of which an amount of Rs 13,50,000/- (Rupees Thirteen Lakhs Fifty Thousand Only) vide a cheque bearing no.588163 dated 28<sup>th</sup> May, 2007 drawn on Central Bank of India has been paid.

We have vide our letters dated 13<sup>th</sup> April, 2010 and 28<sup>th</sup> April, 2010 given a reply to the letter dated 31<sup>st</sup> March, 2010 addressed by L.D. Shah & Co.

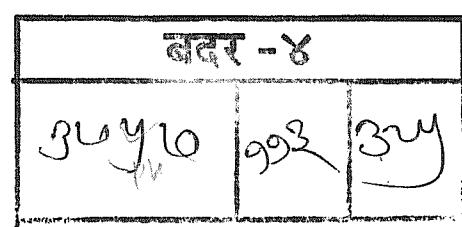
- (ii) By and under its letter dated 28<sup>th</sup> September, 2010 addressed by Prakash & Co., Advocates and Solicitors for and on behalf of Rajesh Suresh Shah to Vaidehi Akash Housing Private Limited with a copy marked to Rustomjee Realty Private Limited and the New D.N. Nagar Co-operative Housing Societies Union Limited, has called upon Vaidehi Akash Housing Private Limited to specifically perform the agreements recorded in the allotment letter dated 30<sup>th</sup> May, 2007 and execute and admit the execution of a formal agreement for sale of flat under MOFA with respect to the flat bearing No. 301 admeasuring 2250 square feet (saleable area) on the 3<sup>rd</sup> floor of Tower-1.
- (iv) We have vide our letter dated 13<sup>th</sup> May, 2011 given a reply to the letter dated 28<sup>th</sup> September, 2010 addressed by Prakash & Co.



- (v) Subsequently, Rajesh Suresh Shah (being the Plaintiff therein) has filed a Suit No. 1379 of 2011 against (i) Vaidehi Akash Housing Private Limited (Defendant No.1 therein), (ii) Rustomjee Realty Private Limited (Defendant No.2 therein) and (iii) New D.N. Nagar Co-operative Housing Societies Union Limited (Defendant No.3 therein) (collectively the Defendants therein), whereby the Plaintiff has, inter alia, sought for (i) a declaration that there exists a valid, subsisting, binding and enforceable agreement executed between Vaidehi Akash Housing Private Limited and the Plaintiff with respect to the flat bearing No. 301 admeasuring 2250 square feet (saleable area) on the 3<sup>rd</sup> floor of Tower-1 ("the Suit Premises"); (ii) direction from the Hon'ble High Court against Vaidehi Akash Housing Private Limited and Rustomjee Realty Private Limited to execute a formal agreement for sale with respect to the Suit Premises in favour of the Plaintiff; (iii) direction from the Hon'ble High Court restraining Vaidehi Akash Housing Private Limited and Rustomjee Realty Private Limited from selling, transferring, alienating, creating any third party rights or otherwise encumbering or parting with possession of the Suit Premises.
- (vi) The Plaintiff in the said Suit has also taken out a Notice of Motion bearing Notice of Motion No. 2171 of 2011 wherein regarding the date, time and final disposal of the suit the Plaintiff has sought for (i) appointment of a Court Receiver with respect to the Suit Premises with a specific direction to take possession; (ii) order/injunction of the Hon'ble Court restraining the Defendant Nos.1 and 2 (Vaidehi Akash Housing Private Limited and Rustomjee Realty Private Limited) from selling, transferring, alienating, creating any third party rights or otherwise encumbering or parting with possession of the Suit Premises.
- (vii) By and under an Order dated 16<sup>th</sup> January, 2015 passed by His Lordship the Hon'ble Mr. Justice S.C.Gupte, inter alia, in the Notice of Motion bearing No.2171 of 2011 in Suit No.1379 of 2011, the said Notice of Motion was dismissed.
- (viii) The said Suit No.1379 of 2011 is pending.

20. Suresh D. Desai (HUF)

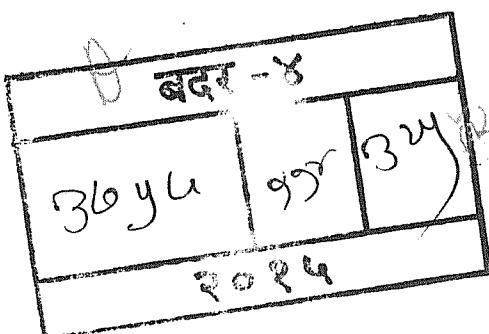
- (i) By and under its letter dated 31<sup>st</sup> March, 2010 addressed by L.D. Shah & Co., Advocates and Solicitors for and on behalf of Suresh D. Desai (HUF) to us, it has inter alia stated that Rustomjee Realty Private Limited is bound and liable to construct, complete and provide the flat bearing No.302 admeasuring 2250 square feet (saleable area) on the 3<sup>rd</sup> floor of



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Tower-1 on Plot B for a consideration of Rs.90,00,000/- (Rupees Ninety Lakhs only) out of which an amount of Rs.13,50,000/- (Rupees Thirteen Lakhs Fifty Thousand Only) vide a demand draft bearing no.844716 dated 11<sup>th</sup> May, 2007 drawn on Oriental Bank of Commerce has been paid.

- (ii) We have vide our letters dated 13<sup>th</sup> April, 2010 and 28<sup>th</sup> April, 2010 given a reply to the letter dated 31<sup>st</sup> March, 2010 addressed by L.D. Shah & Co.
- (iii) By and under its letter dated 28<sup>th</sup> September, 2010 addressed by Prakash & Co., Advocates and Solicitors for and on behalf of Suresh D. Desai (HUF) to Vaidehi Akash Housing Private Limited with a copy marked to Rustomjee Realty Private Limited and the New D.N. Nagar Co-operative Housing Societies Union Limited, has called upon Vaidehi Akash Housing Private Limited to specifically perform the agreements recorded in the allotment letter dated 12<sup>th</sup> May, 2007 and execute and admit the execution of a formal agreement for sale of flat under Maharashtra Ownership Flats (Regulation of Promotion of Construction, Sale, Management and Transfer) Act, 1963 with respect to the flat bearing No.302 admeasuring 2250 square feet (saleable area) on the 3<sup>rd</sup> floor of Tower-1.
- (iv) We have vide our letter dated 13<sup>th</sup> May, 2011 given a reply to the letter dated 28<sup>th</sup> September, 2010 addressed by Prakash & Co.
- (v) One.(i) Rahul S. Desai, (ii) Rita S. Desai and (iii) Samira S. Desai (being the Plaintiffs therein) have filed a suit being Suit No. 1380 of 2011 against (i) Vaidehi Akash Housing Private Limited (Defendant No.1 therein), (ii) Rustomjee Realty Private Limited (Defendant No.2 therein) and (iii) New D.N. Nagar Co-operative Housing Societies Union Limited (Defendant No.3 therein) (collectively the Defendants therein), whereby the Plaintiff has, inter alia, sought for (i) a declaration that there exists a valid, subsisting, binding and enforceable agreement executed between Vaidehi Akash Housing Private Limited and the Plaintiff with respect to the flat bearing No.302 admeasuring 2250 square feet (saleable area) on the 3<sup>rd</sup> floor of Tower-1 ("the Suit Premises"); (ii) direction from the Hon'ble High Court against Vaidehi Akash Housing Private Limited and Rustomjee Realty Private Limited to execute a formal agreement for sale with respect to the Suit Premises in favour of the Plaintiff; (iii) direction from the Hon'ble High Court restraining Vaidehi Akash Housing Private Limited and Rustomjee Realty Private Limited from selling, transferring,

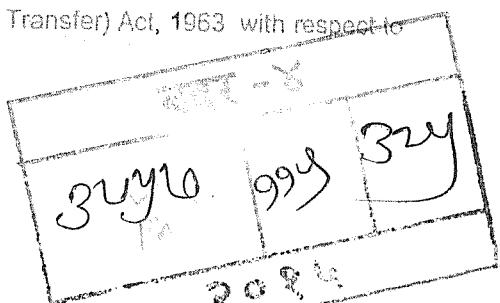


alienating, creating any third party rights or otherwise encumbering or parting with possession of the Suit Premises.

- (vi) The Plaintiffs in the said Suit have also taken out a Notice of Motion being Notice of Motion No. 2170 of 2011 wherein pending the hearing and final disposal of the suit the Plaintiff has sought for (i) appointment of a Court Receiver with respect to the Suit Premises with a specific direction to take possession, (ii) order/injunction of the Hon'ble Court restraining the Defendant Nos.1 and 2 (Vaidehi Akash Housing Private Limited and Rustomjee Realty Private Limited) from selling, transferring, alienating, creating any third party rights or otherwise encumbering or parting with possession of the Suit Premises.
- (vii) By and under an Order dated 1<sup>st</sup> December, 2014 passed by His Lordship the Hon'ble Mr. Justice S.C.Gupte, inter alia, in the Notice of Motion bearing No.2170 of 2011 in Suit No 1380 of 2011, the said Notice of Motion was dismissed
- (viii) The said Suit No.1380 of 2011 is pending

21. Piyush S. Desai

- (i) By and under its letter dated 31<sup>st</sup> March, 2010 addressed by Prakash & Co., Advocates and Solicitors for and on behalf of Piyush S. Desai to us, it has inter alia stated that Rustomjee Realty Private Limited is bound and liable to construct, complete and provide the flat bearing No.606 admeasuring 1800 square feet (saleable area) on the 3<sup>rd</sup> floor of Tower-1 on Plot B for a consideration of Rs.72,00,000/- (Rupees Seventy Two Lakhs only).
- (ii) We have vide our letters dated 13<sup>th</sup> April, 2010 and 28<sup>th</sup> April, 2010 given a reply to the letter dated 31<sup>st</sup> March, 2010 addressed by L.D. Shah & Co
- (iii) By and under its letter dated 28<sup>th</sup> September, 2010 addressed by Prakash & Co., Advocates and Solicitors for and on behalf of Piyush S. Desai to Vaidehi Akash Housing Private Limited with a copy marked to Rustomjee Realty Private Limited and the New D.N. Nagar Co-operative Housing Societies Union Limited, has called upon Vaidehi Akash Housing Private Limited to specifically perform the Agreements/ contracts recorded in the allotment letter dated 19<sup>th</sup> April, 2007 and execute and admit the execution of a formal agreement for sale of flat under Maharashtra Ownership Flats (Regulation of Promotion of Construction, Sale, Management and Transfer) Act, 1963 with respect to

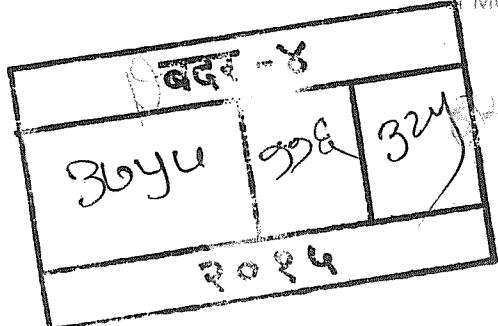


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flat bearing No.304 admeasuring 1800 square feet (saleable area) on the 3<sup>rd</sup> floor of Tower-1 on Plot B for a consideration of Rs.72,00,000/- (Rupees Seventy Two Lakhs only) out of which an amount of Rs 10,80,000/- (Rupees Ten Lakhs Eighty Thousand Only) vide a cheque bearing no.69655 dated 10<sup>th</sup> April, 2007 drawn on Saraswat Co-operative Bank Limited has been paid.

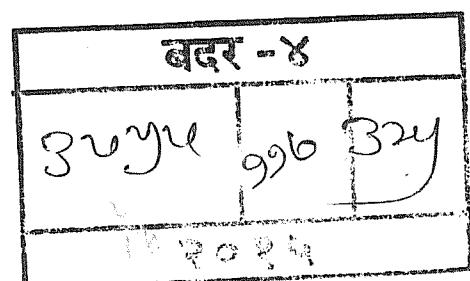
- (iv) We have vide our letter dated 13<sup>th</sup> May, 2011 given a reply to the letter dated 28<sup>th</sup> September, 2010 addressed by Prakash & Co.
- (v) Piyush S Desai (being the Plaintiff therein) has filed a Suit No. 1381 of 2011 against (i) Vaidehi Akash Housing Private Limited (Defendant No.1 therein), (ii) Rustomjee Realty Private Limited (Defendant No.2 therein) and (iii) New D.N. Nagar Co-operative Housing Societies Union Limited (Defendant No.3 therein) (collectively the Defendants therein), whereby the Plaintiff has, inter alia, sought for (i) a declaration that there exists a valid, subsisting, binding and enforceable agreement executed between Vaidehi Akash Housing Private Limited and the Plaintiff with respect to the flat bearing No.304 admeasuring 1800 square feet (saleable area) on the 3<sup>rd</sup> floor of Tower-1 on Plot B ("Suit Premises"); (ii) direction from the Hon'ble High Court against Vaidehi Akash Housing Private Limited and Rustomjee Realty Private Limited to execute a formal agreement for sale in favour of the Plaintiff with respect to the Suit Premises, (iii) direction from the Hon'ble High Court restraining Vaidehi Akash Housing Private Limited and Rustomjee Realty Private Limited from selling, transferring, alienating, creating any third party rights or otherwise encumbering or parting with possession of the Suit Premises.
- (vi) The Plaintiff in the said Suit has also taken out a Notice of Motion being Notice of Motion No. 2169 of 2011 wherein pending the hearing and final disposal of the suit the Plaintiff has sought for (i) appointment of a Court Receiver with respect to the Suit Premises with a specific direction to take possession, (ii) order/injunction of the Hon'ble Court restraining the Defendant Nos 1 and 2 (Vaidehi Akash Housing Private Limited and Rustomjee Really Private Limited) from selling, transferring, alienating, creating any third party rights or otherwise encumbering or parting with possession of the Suit Premises.
- (vii) By and under an Order dated 1<sup>st</sup> December, 2014 passed by His Lordship the Hon'ble Mr. Justice S.C.Gupte, inter alia, in the Notice of Motion bearing No.2169 of 2011 in Suit No.1381 of 2011, the said Notice of Motion was dismissed.



- (viii) The said Suit No.1381 of 2011 is pending
- (ix) In an independent proceeding initiated by Vaidehi Akash Housing Private Limited (i.e. Suit No 262 of 2012), it is stated by Vaidehi Akash Housing Private Limited (on an affidavit as per the direction of the Hon'ble High Court) that the allotment of carpet area admeasuring 1199 square feet to Piyush Desai is comprised in 57,050 square feet of carpet area in the Free Sale Buildings to be allotted by Rustomjee Realty Private Limited to Vaidehi Akash Housing Private Limited pursuant to the Rustomjee Development Agreement. However, prior to the issuance of the said Public Notice, neither Vaidehi Akash Housing Private Limited nor Piyush Desai has informed and/or intimated of the same to Rustomjee Realty Private Limited.

22. Alka Dipak Mehta

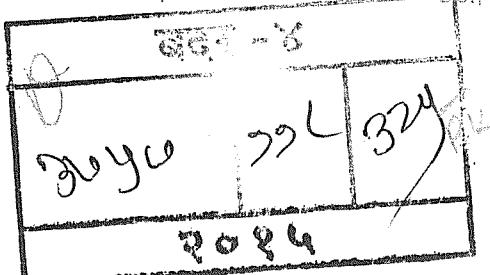
- (i) By and under its letter dated 31<sup>st</sup> March, 2010 addressed by L.D. Shah & Co., Advocates and Solicitors for and on behalf of Alka Dipak Mehta to us, it has inter alia stated that Rustomjee Realty Private Limited is bound and liable to construct, complete and provide flat bearing no.305 admeasuring 1800 square feet (saleable area) on the 3<sup>rd</sup> floor of Tower-1 on Plot B for a consideration of Rs 72,90,000/- (Rupees Seven Crore Two Lakhs only) out of which an amount of Rs 70,80,000/- (Rupees Ten Lakhs Eighty Thousand Only) vide a cheque number 100617 dated 18<sup>th</sup> May, 2007 drawn on Saraswat Co-operative Bank Limited has been paid.
- (ii) We have vide our letters dated 13<sup>th</sup> April, 2010 and 28<sup>th</sup> April, 2010 given a reply to the letter dated 31<sup>st</sup> March, 2010 addressed by L D Shah & Co.
- (iii) By and under its letter dated 28<sup>th</sup> September, 2010 addressed by Prakash & Co., Advocates and Solicitors for and on behalf of Alka Dipak Mehta to Vaidehi Akash Housing Private Limited with a copy marked to Rustomjee Realty Private Limited and the New D.N. Nagar Co-operative Housing Societies Union Limited, has called upon Vaidehi Akash Housing Private Limited to specifically perform the Agreements/ contracts recorded in the allotment letter dated 19<sup>th</sup> May, 2007 and execute and admit the execution of a formal agreement for sale of flat under Maharashtra Ownership Flats (Regulation of Promotion of Construction, Sale, Management and Transfer) Act, 1963 with respect to the flat bearing No.305 admeasuring 1800 square feet (saleable area) on the 3<sup>rd</sup> floor of Tower-1



- (iv) We have vide our letter dated 13<sup>th</sup> May, 2011 given a reply to the letter dated 28<sup>th</sup> September, 2010 addressed by Prakash & Co
- (v) Alka Dipak Mehta (being the Plaintiff therein) has filed a suit being Suit No. 1580 of 2011 against (i) Vaidehi Akash Housing Private Limited (Defendant No 1 therein), (ii) Rustomjee Realty Private Limited (Defendant No.2 therein) and (iii) New D.N. Nagar Co-operative Housing Societies Union Limited (Defendant No.3 therein) (collectively the Defendants therein), whereby the Plaintiff has, inter alia, sought for (i) a declaration that there exists a valid, subsisting, binding and enforceable agreement executed between Vaidehi Akash Housing Private Limited and the Plaintiff with respect to the flat bearing No.305 admeasuring 1800 square feet (saleable area) on the 3<sup>rd</sup> floor of Tower-1 ("the Suit Premises"); (ii) direction from the Hon'ble High Court against Vaidehi Akash Housing Private Limited and Rustomjee Realty Private Limited to execute a formal agreement for sale with respect to the Suit Premises in favour of the Plaintiff, (iii) direction from the Hon'ble High Court restraining Vaidehi Akash Housing Private Limited and Rustomjee Really Private Limited from selling, transferring, alienating, creating any third party rights or otherwise encumbering or parting with possession of the Suit Premises.
- (vi) The Plaintiff in the said Suit has also taken out a Notice of Motion being Notice of Motion No. 2163 of 2011 wherein pending the hearing and final disposal of the suit the Plaintiff has sought for (i) appointment of a Court Receiver with respect to the Suit Premises with a specific direction to take possession, (ii) order/injunction of the Hon'ble Court restraining the Defendant Nos.1 and 2 (Vaidehi Akash Housing Private Limited and Rustomjee Realty Private Limited) from selling, transferring, alienating, creating any third party rights or otherwise encumbering or parting with possession of the Suit Premises
- (vii) By and under an Order dated 1<sup>st</sup> December, 2014 passed by His Lordship the Hon'ble Mr. Justice S C Gupte, inter alia, in the Notice of Motion bearing No.2163 of 2011 in Suit No.1580 of 2011, the said Notice of Motion was dismissed.
- (viii) The said Suit No.1580 of 2011 is pending

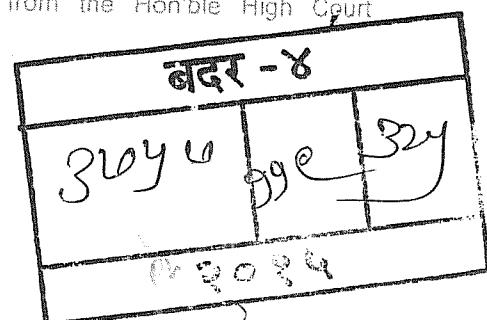
### 23. Hemal Parikh

- (i) By and under its letter dated 31<sup>st</sup> March, 2010 addressed by L.D. Shah & Co., Advocates and Solicitors for and on behalf of Hemal Parikh to us, it



has inter-alia stated that Rustomjee Realty Private Limited is bound and liable to construct, complete and provide the flat bearing No.702 admeasuring 2250 square feet (saleable area) on the 7<sup>th</sup> floor of Tower-1 on Plot B for a consideration of Rs.90,00,000/- (Rupees Ninety Lakhs only) out of which an amount of Rs.13,50,000/- (Rupees Thirteen Lakhs Fifty Thousand Only) vide a demand draft bearing no.476020 dated 23<sup>rd</sup> April, 2007 drawn on Vysya Bank has been paid.

- (ii) We have vide our letters dated 16<sup>th</sup> June, 2010 and 28<sup>th</sup> April, 2010 given a reply to the letter dated 31<sup>st</sup> March, 2010 addressed by L.D. Shah & Co.
- (iii) By and under its letter dated 28<sup>th</sup> September, 2010 addressed by Prakash & Co., Advocates and Solicitors for and on behalf of Hemal Parikh to Vaidehi Akash Housing Private Limited with a copy marked to Rustomjee Realty Private Limited and the New D.N. Nagar Co-operative Housing Societies Union Limited, has called upon Vaidehi Akash Housing Private Limited to specifically perform the agreements recited in the allotment letter dated 3<sup>rd</sup> May, 2007 and execute and admit the execution of a formal agreement for sale for flat under Maharashtra Ownership Flats (Regulation of Promotion of Construction, Management and Transfer) Act, 1963 with respect to the flat bearing No 702 admeasuring 2250 square feet (saleable area) on the 7<sup>th</sup> floor of Tower-1.
- (iv) We have vide our letter dated 13<sup>th</sup> May, 2011 given a reply to the letter dated 28<sup>th</sup> September, 2010 addressed by Prakash & Co.
- (v) Subsequently, Hemal Parikh (being the Plaintiff therein) has filed a Suit No. 1581 of 2011 against (i) Vaidehi Akash Housing Private Limited (Defendant No.1 therein), (ii) Rustomjee Realty Private Limited (Defendant No 2 therein) and (iii) New D.N. Nagar Co-operative Housing Societies Union Limited (Defendant No.3 therein) (collectively the Defendants therein), whereby the Plaintiff has, inter alia, sought for (i) a declaration that there exists a valid, subsisting, binding and enforceable agreement executed between Vaidehi Akash Housing Private Limited and the Plaintiff with respect to the flat bearing No.702 admeasuring 2250 square feet (saleable area) on the 7<sup>th</sup> floor of Tower-1 ("the Suit Premises"); (ii) direction from the Hon'ble High Court against Vaidehi Akash Housing Private Limited and Rustomjee Realty Private Limited to execute a formal agreement for sale with respect to the Suit Premises in favour of the Plaintiff; (iii) direction from the Hon'ble High Court

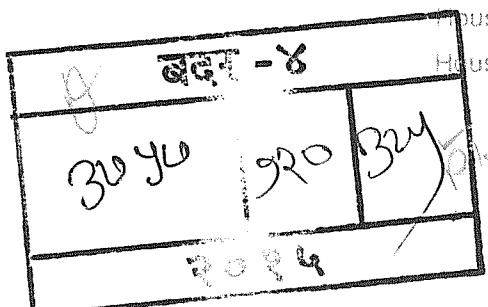


restraining Vaidehi Akash Housing Private Limited and Rustomjee Realty Private Limited from selling, transferring, alienating, creating any third party rights or otherwise encumbering or parting with possession of the Suit Premises.

- (vi) The Plaintiff in the said Suit has also taken out a Notice of Motion being Notice of Motion No. 2162 of 2011 wherein pending the hearing and final disposal of the suit the Plaintiff has sought for (i) appointment of a Court Receiver with respect to the Suit Premises with a specific direction to take possession; (ii) order/injunction of the Hon'ble Court restraining the Defendant Nos.1 and 2 (Vaidehi Akash Housing Private Limited and Rustomjee Realty Private Limited) from selling, transferring, alienating, creating any third party rights or otherwise encumbering or parting with possession of the Suit Premises.
- (vii) By and under an Order dated 1<sup>st</sup> December, 2014 passed by His Lordship the Hon'ble Mr. Justice S.C.Gupte, inter alia, in the Notice of Motion bearing No.2162 of 2011 in Suit No.1581 of 2011, the said Notice of Motion was dismissed.
- (viii) The said Suit No.1581 of 2011 is pending

Kumudini Kapadia

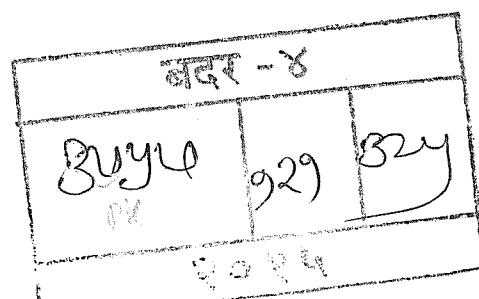
- (i) By and under its letter dated 31<sup>st</sup> March, 2010 addressed by L.D. Shah & Co., Advocates and Solicitors for and on behalf of Kumudini Kapadia to us, it has inter alia stated that Rustomjee Realty Private Limited is bound and liable to construct, complete and provide the flat bearing No 701 admeasuring 2250 square feet (saleable area) on the 7<sup>th</sup> floor of Tower-1 on Plot B for a consideration of Rs.90,00,000/- (Rupees Ninety Lakhs only) out of which an amount of Rs.9,00,000/- (Rupees Nine Lakhs Only) vide a cheque bearing no.186168 dated 29<sup>th</sup> March, 2007 drawn on HDFC Bank has been paid.
- (ii) We have vide our letters dated 13th April, 2010 and 28th April, 2010 given a reply to the letter dated 31st March, 2010 addressed by L.D. Shah & Co.
- (iii) By and under its letter dated 26<sup>th</sup> September, 2010 addressed by Prakash & Co., Advocates and Solicitors for and on behalf of Kumudini Kapadia to Vaidehi Akash Housing Private Limited with a copy marked to Rustomjee Realty Private Limited and the New D.N. Nagar Co-operative Housing Societies Union Limited, has called upon Vaidehi Akash Housing Private Limited to specifically perform the agreements recorded



in the allotment letter dated 30<sup>th</sup> March, 2007 and execute and admit the execution of a formal agreement for sale of flat under Maharashtra Ownership Flats (Regulation of Promotion of Construction, Sale, Management and Transfer) Act, 1963 with respect to the flat bearing No 701 admeasuring 2250 square feet (saleable area) on the 7<sup>th</sup> floor of Tower-1.

- (iv) We have vide our letter dated 13<sup>th</sup> May, 2011 given a reply to the letter dated 28<sup>th</sup> September, 2010 addressed by Prakash & Co.
- (v) The said Kumudini Kapadia (being the Plaintiff therein) has filed a Suit No. 1582 of 2011 against (i) Vaidehi Akash Housing Private Limited (Defendant No.1 therein), (ii) Rustomjee Realty Private Limited (Defendant No.2 therein) and (iii) New D.N. Nagar Co-operative Housing Societies Union Limited (Defendant No.3 therein) collectively the Defendants therein, whereby the Plaintiff has, inter alia, sought for (i) a declaration that there exists a valid subsisting binding and enforceable agreement executed between Vaidehi Akash Housing Private Limited and the Plaintiff with respect to the flat bearing No. 701 admeasuring 2250 square feet (saleable area) on the 7<sup>th</sup> floor of Tower-1 ("the Suit Premises"); (ii) direction from the Hon'ble High Court against Vaidehi Akash Housing Private Limited and Rustomjee Realty Private Limited to execute a formal agreement for sale with respect to the Suit Premises in favour of the Plaintiff; (iii) direction from the Hon'ble High Court restraining Vaidehi Akash Housing Private Limited and Rustomjee Realty Private Limited from selling, transferring, alienating, creating any third party rights or otherwise encumbering or parting with possession of the Suit Premises.
- (vi) The Plaintiff in the said Suit has also taken out a Notice of Motion being Notice of Motion No. 2172 of 2011 wherein pending the hearing and final disposal of the suit the Plaintiff has sought for (i) appointment of a Court Receiver with respect to the Suit Premises with a specific direction to take possession; (ii) order/injunction of the Hon'ble Court restraining the Defendant Nos.1 and 2 (Vaidehi Akash Housing Private Limited and Rustomjee Realty Private Limited) from selling, transferring, alienating, creating any third party rights or otherwise encumbering or parting with possession of the Suit Premises.
- (vii) By and under an Order dated 16<sup>th</sup> January, 2015 passed by His Lordship the Hon'ble Mr. Justice S.C.Gupte, inter alia, in the Notice of Motion

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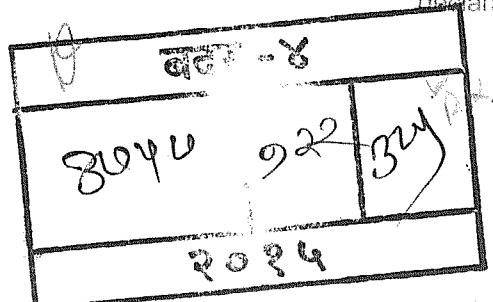


bearing No.2172 of 2011 in Suit No.1582 of 2011, the said Notice of Motion was dismissed

- (viii) The said Suit No 1582 of 2011 is pending

**25. Hitesh Mehta**

- (i) By and under its letter dated 31<sup>st</sup> March, 2010 addressed by L.D. Shah & Co., Advocates and Solicitors for and on behalf of Hitesh Mehta to us, it has inter alia stated that Rustomjee Realty Private Limited is bound and liable to construct, complete and provide the flat bearing No. 306 admeasuring 1800 square feet (saleable area) on the 3<sup>rd</sup> floor of Tower-1 on Plot B for a consideration of Rs.72,00,000/- (Rupees Seventy Two Lakhs only) out of which an amount of Rs.10,80,000/- (Rupees Ten Lakhs Eighty Thousand Only) vide a cheque bearing no.163151 dated 3<sup>rd</sup> May, 2007 drawn on Oriental Bank of Commerce has been paid.
- (ii) We have vide our letters dated 13<sup>th</sup> April, 2010 and 28<sup>th</sup> April, 2010 given a reply to the letter dated 31<sup>st</sup> March, 2010 addressed by L.D. Shah & Co.
- (iii) By and under its letter dated 28<sup>th</sup> September, 2010 addressed by Prakash & Co., Advocates and Solicitors for and on behalf of Hitesh Mehta to Vaidehi Akash Housing Private Limited with a copy marked to Rustomjee Realty Private Limited and the New D.N. Nagar Co-operative Housing Societies Union Limited, has called upon Vaidehi Akash Housing Private Limited to specifically perform the agreements recorded in the allotment letter dated 12<sup>th</sup> May, 2007 and execute and admit the execution of a formal agreement for sale of flat under Maharashtra Ownership Flats (Regulation of Promotion of Construction, Sale, Management and Transfer) Act, 1963 with respect to the flat bearing No. 306 admeasuring 1800 square feet (saleable area) on the 3<sup>rd</sup> floor of Tower-1.
- (iv) We have vide our letter dated 13<sup>th</sup> May, 2011 given a reply to the letter dated 28<sup>th</sup> September, 2010 addressed by Prakash & Co.
- (v) Subsequently, Hitesh Mehta (being the Plaintiff therein) has filed a suit being Suit No. 1583 of 2011 against (i) Vaidehi Akash Housing Private Limited (Defendant No.1 therein), (ii) Rustomjee Realty Private Limited (Defendant No.2 therein) and (iii) New D.N. Nagar Co-operative Housing Societies Union Limited (Defendant No.3 therein) (collectively the Defendants therein), whereby the Plaintiff has, inter alia, sought for (i) a declaration that there exists a valid, subsisting, binding and enforceable



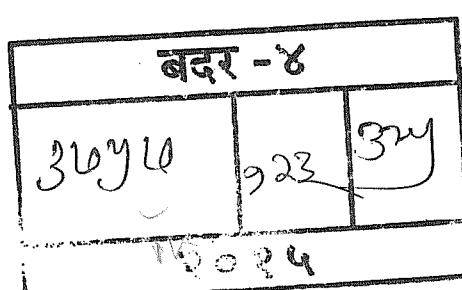
agreement executed between Vaidehi Akash Housing Private Limited and the Plaintiff with respect to the flat bearing No. 306 admeasuring 1800 square feet (saleable area) on the 3<sup>rd</sup> floor of Tower-1 ("the Suit Premises"); (ii) direction from the Hon'ble High Court against Vaidehi Akash Housing Private Limited and Rustomjee Realty Private Limited to execute a formal agreement for sale with respect to the Suit Premises in favour of the Plaintiff; (iii) direction from the Hon'ble High Court restraining Vaidehi Akash Housing Private Limited and Rustomjee Realty Private Limited from selling, transferring, alienating, creating any third party rights or otherwise encumbering or parting with possession of the Suit Premises.

- (vi) The Plaintiff in the said Suit has also taken out a Notice of Motion being Notice of Motion No. 2161 of 2011 wherein pending the hearing and final disposal of the suit the Plaintiff has sought for (i) appointment of a Court Receiver with respect to the Suit Premises; (ii) specific direction to take possession; (iii) order/injunction of the Hon'ble Court restraining the Defendant Nos.1 and 2 (Vaidehi Akash Housing Private Limited and Rustomjee Realty Private Limited) from selling, transferring, alienating, creating any third party rights or otherwise encumbering or parting with possession of the Suit Premises.
- (vii) By and under an Order dated 1<sup>st</sup> December, 2014 passed by His Lordship the Hon'ble Mr. Justice S.C.Gupte, inter alia, in the Notice of Motion bearing No.2161 of 2011 in Suit No.1583 of 2011, the said Notice of Motion was dismissed.
- (viii) The said Suit No.1583 of 2011 is pending.

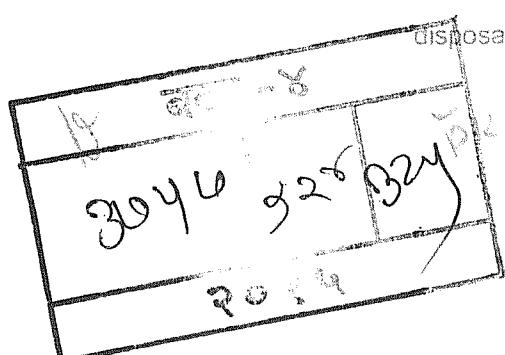
26. Dilip Shah

- (i) By and under its Letter dated 31<sup>st</sup> March, 2010 addressed by L.D. Shah & Co., Advocates and Solicitors for and on behalf of Dilip Shah to us, it has inter alia stated that Rustomjee Realty Private Limited is bound and liable to construct, complete and provide the flat bearing No. 501 admeasuring 2250 square feet (saleable area) on the 5<sup>th</sup> floor of Tower-1 on Plot B for a consideration of Rs. 1,26,00,000/- (Rupees One Crore Twenty Six Lakhs only) out of which an amount of Rs. 75,00,000/- (Rupees Seventy Five Lakhs Only) vide a cheque bearing no. 763330 dated 5<sup>th</sup> April, 2007 drawn on Oriental Bank of Commerce has been paid.

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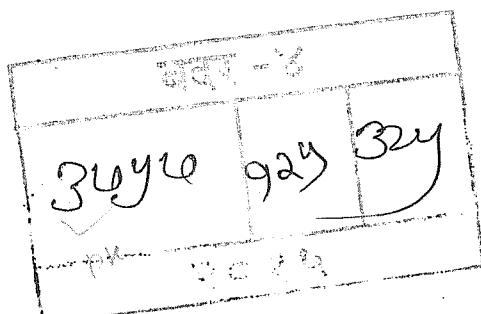
- (ii) We have vide our Letters dated 13th April, 2010 and 28th April, 2010 given a reply to the Letter dated 31st March, 2010 addressed by L.D. Shah & Co.
- (iii) By and under its letter dated 28<sup>th</sup> September, 2010 addressed by Prakash & Co., Advocates and Solicitors for and on behalf of Dilip Shah to Vaidehi Akash Housing Private Limited with a copy marked to Rustomjee Realty Private Limited and the New D.N. Nagar Co-operative Housing Societies Union Limited, has called upon Vaidehi Akash Housing Private Limited to specifically perform the agreements recorded in the allotment letter dated 7<sup>th</sup> April, 2007 and execute and admit the execution of a formal agreement for sale of flat under Maharashtra Ownership Flats (Regulation of Promotion of Construction, Sale, Management and Transfer) Act, 1963 with respect to the flat bearing No. 501 admeasuring 2250 square feet (saleable area) on the 5<sup>th</sup> floor of Tower-1.
- (iv) We have vide our letter dated 13<sup>th</sup> May, 2011 given a reply to the letter dated 28<sup>th</sup> September, 2010 addressed by Prakash & Co.
- (v) Subsequently, Dilip Shah (being the Plaintiff therein) has filed a suit being Suit No. 1584 of 2011 against (i) Vaidehi Akash Housing Private Limited (Defendant No.1 therein), (ii) Rustomjee Realty Private Limited (Defendant No.2 therein) and (iii) New D.N. Nagar Co-operative Housing Societies Union Limited (Defendant No.3 therein) (collectively the Defendants therein), whereby the Plaintiff has, inter alia, sought for (i) a declaration that there exists a valid, subsisting, binding and enforceable agreement executed between Vaidehi Akash Housing Private Limited and the Plaintiff with respect to the flat bearing No. 501 admeasuring 2250 square feet (saleable area) on the 5<sup>th</sup> floor of Tower-1 ("the Suit Premise"); (ii) direction from the Hon'ble High Court against Vaidehi Akash Housing Private Limited and Rustomjee Realty Private Limited to execute a formal agreement for sale with respect to the Suit Premises in favour of the Plaintiff; (iii) direction from the Hon'ble High Court restraining Vaidehi Akash Housing Private Limited and Rustomjee Realty Private Limited from selling, transferring, alienating, creating any third party rights or otherwise encumbering or parting with possession of the Suit Premises.
- (vi) The Plaintiff in the said Suit has also taken out a Notice of Motion being Notice of Motion No. 2160 of 2011 wherein pending the hearing and final disposal of the suit the Plaintiff has sought for (i) appointment of a Court



Receiver with respect to the Suit Premises with a specific direction to take possession; (ii) order/injunction of the Hon'ble Court restraining the Defendant Nos.1 and 2 (Vaidhehi Akash Housing Private Limited and Rustomjee Realty Private Limited) from selling, transferring, alienating, creating any third party rights or otherwise encumbering or parting with possession of the Suit Premises.

- (vii) By and under an Order dated 1<sup>st</sup> December, 2014 passed by His Lordship the Hon'ble Mr. Justice S.C.Gupte, inter alia, in the Notice of Motion bearing No.2160 of 2011 in Suit No.1584 of 2011, the said Notice of Motion was dismissed.
  - (viii) The said Suit No.1584 of 2011 is pending

27. Smita M. Patel and Mahendrabhai S. Patel



(iv) We have vide our letter dated 13<sup>th</sup> May, 2011 given a reply to the letter dated 28<sup>th</sup> September, 2010 addressed by Prakash & Co

(v) Subsequently, Smita M. Patel and Mahendrabhai S. Patel (being the Plaintiffs therein) have filed a suit being Suit No. 1586 of 2011 against (i) Vaidehi Akash Housing Private Limited (Defendant No.1 therein), (ii) Rustomjee Realty Private Limited (Defendant No.2 therein) and (iii) New D N. Nagar Co-operative Housing Societies Union Limited (Defendant No.3 therein) (collectively the Defendants therein), whereby the Plaintiffs have, inter alia, sought for (i) a declaration that there exists a valid, subsisting, binding and enforceable agreement executed between Vaidehi Akash Housing Private Limited and the Plaintiff with respect to the flat bearing No.303 admeasuring 1800 square feet (saleable area) on the 3<sup>rd</sup> floor of Tower-1 ("the Suit Premises"); (ii) direction from the Hon'ble High Court against Vaidehi Akash Housing Private Limited and Rustomjee Realty Private Limited to execute a formal agreement for sale in favour of the Plaintiff with respect to the Suit Premises; (iii) direction from the Hon'ble High Court restraining Vaidehi Akash Housing Private Limited and Rustomjee Realty Private Limited from selling, transferring, alienating, creating any third party rights or otherwise encumbering or parting with possession of the Suit Premises.



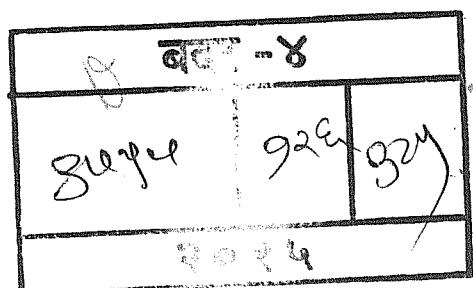
The Plaintiffs in the said Suit have also taken out a Notice of Motion being Notice of Motion No. 2159 of 2011 wherein pending the hearing and final disposal of the suit the Plaintiffs have sought for (i) appointment of a Court Receiver with respect to the Suit Premises with a specific direction to take possession; (ii) order/injunction of the Hon'ble Court restraining the Defendant Nos.1 and 2 (Vaidehi Akash Housing Private Limited and Rustomjee Realty Private Limited) from selling, transferring, alienating, creating any third party rights or otherwise encumbering or parting with possession of the Suit Premises.

(vii) By and under an Order dated 1<sup>st</sup> December, 2014 passed by His Lordship the Hon'ble Mr. Justice S.C.Gupte, inter alia, in the Notice of Motion bearing No.2159 of 2011 in Suit No.1586 of 2011, the said Notice of Motion was dismissed.

(viii) The said Suit No.1586 of 2011 is pending.

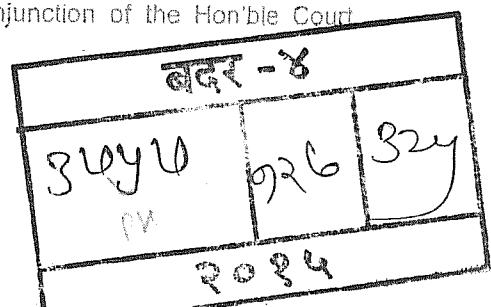
#### 28. Paresh P. Shah and Nimisha P. Shah

(i) By and under its letter dated 28<sup>th</sup> September, 2010 addressed by Prakash & Co., Advocates and Solicitors for and on behalf of (i) Paresh



P. Shah and (ii) Nimisha P. Shah to Vaidehi Akash Housing Private Limited with a copy marked to Rustomjee Realty Private Limited and the New D.N. Nagar Co-operative Housing Societies Union Limited, has called upon Vaidehi Akash Housing Private Limited to specifically perform the agreements recorded in the allotment letter dated 14<sup>th</sup> April, 2007 and execute and admit the execution of a formal agreement for sale of flat under Maharashtra Ownership Flats (Regulation of Promotion of Construction, Sale, Management and Transfer) Act, 1963 with respect to flat bearing No. 705 admeasuring 1800 square feet (saleable area) on the 7<sup>th</sup> floor of Tower-1 on Plot B for a consideration of Rs. 72,00,000/- (Rupees Seventy Two Lakhs only) out of which an amount of Rs. 10,80,000/- (Rupees Ten Lakhs Eighty Thousand Only) vide a cheque bearing no. 503859 dated 11<sup>th</sup> April, 2007 drawn on Citibank Limited has been paid.

- (ii) We have vide our letter dated 13<sup>th</sup> May, 2011 given in reply to your letter dated 28<sup>th</sup> September, 2010 addressed by Prakash & Co.
- (iii) Subsequently, Paresh P. Shah and Nimisha P. Shah (being the Plaintiffs therein) have filed a suit being Suit No. 1593 of 2011 against Vaidehi Akash Housing Private Limited (Defendant No.1), Rustomjee Realty Private Limited (Defendant No.2 therein) and the New D.N. Nagar Co-operative Housing Societies Union Limited (Defendant No.3 therein) (collectively the Defendants therein), whereby the Plaintiffs have, inter alia, sought for (i) a declaration that there exists a valid, subsisting, binding and enforceable agreement executed between Vaidehi Akash Housing Private Limited and the Plaintiff with respect to the flat bearing No. 705 admeasuring 1800 square feet (saleable area) on the 7<sup>th</sup> floor of Tower-1 ("the Suit Premises"); (ii) direction from the Hon'ble High Court against Vaidehi Akash Housing Private Limited and Rustomjee Realty Private Limited to execute a formal agreement for sale of the Suit Premises in favour of the Plaintiff; (iii) direction from the Hon'ble High Court restraining Vaidehi Akash Housing Private Limited and Rustomjee Realty Private Limited from selling, transferring, alienating, creating any third party rights or otherwise encumbering or parting with possession of the Suit Premises.
- (iv) The Plaintiffs in the said Suit have also taken out a Notice of Motion being Notice of Motion No. 2164 of 2011 wherein pending the hearing and final disposal of the suit the Plaintiffs have sought for (i) appointment of a Court Receiver with respect to the Suit Premises with a specific direction to take possession; (ii) order/injunction of the Hon'ble Court

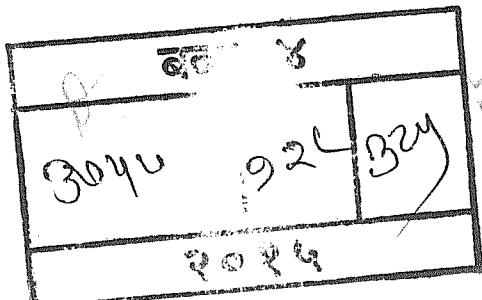


restraining the Defendant Nos.1 and 2 (Vaidehi Akash Housing Private Limited and Rustomjee Realty Private Limited) from selling, transferring alienating, creating any third party rights or otherwise encumbering or parting with possession of the Suit Premises.

- (v) By and under an Order dated 1<sup>st</sup> December, 2014 passed by His Lordship the Hon'ble Mr Justice S.C Gupte, inter alia, in the Notice of Motion bearing No 2164 of 2011 in Suit No 1593 of 2011, the said Notice of Motion was dismissed
- (vi) The said Suit No.1593 of 2011 is pending

29. Heena D. Shah

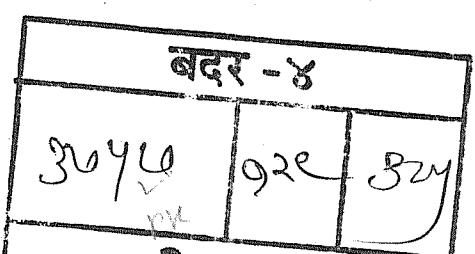
- (i) By and under its Letter dated 31<sup>st</sup> March, 2010 addressed by L.D. Shah & Co., Advocates and Solicitors for and on behalf of Heena D. Shah to us, it has inter alia stated that Rustomjee Realty Private Limited is bound and liable to construct, complete and provide the flat bearing No 502 admeasuring 2250 square feet (saleable area) on the 5<sup>th</sup> floor of Tower-1 on Plot B for a consideration of Rs.90,00,000/- (Rupees Ninety Lakhs only) out of which an amount of Rs.13,50,000/- (Rupees Thirteen Lakhs Fifty Thousand Only) vide a demand draft bearing no.808475 dated 30<sup>th</sup> April, 2007 drawn on ABN Amro Bank has been paid.
- (ii) We have vide our letters dated 13<sup>th</sup> April, 2010 and 28<sup>th</sup> April, 2010 given a reply to the letter dated 31<sup>st</sup> March, 2010 addressed by L.D. Shah & Co
- (iii) By and under its letter dated 28<sup>th</sup> September, 2010 addressed by Prakash & Co . Advocates and Solicitors for and on behalf of Heena D. Shah to Vaidehi Akash Housing Private Limited with a copy marked to Rustomjee Realty Private Limited and the New D.N. Nagar Co-operative Housing Societies Union Limited, has called upon Vaidehi Akash Housing Private Limited to specifically perform the agreements recorded in the allotment letter dated 12<sup>th</sup> May, 2007 and execute and admit the execution of a formal agreement for sale of flat under Maharashtra Ownership Flats (Regulation of Promotion of Construction, Sale, Management and Transfer) Act, 1963 with respect to the Flat No. 502 admeasuring 2250 square feet (saleable area) on the 5<sup>th</sup> floor of Tower-1 ("Suit Premises")
- (iv) We have vide our letter dated 13<sup>th</sup> May, 2011 given a reply to the letter dated 28<sup>th</sup> September, 2010 addressed by Prakash & Co,



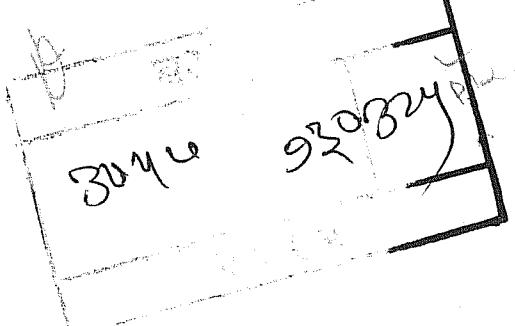
- (v) The said Heena D. Shah (being the Plaintiff therein) has filed a suit being Suit No. 1942 of 2011 against (i) Vaidehi Akash Housing Private Limited (Defendant No 1 therein), (ii) Rustomjee Realty Private Limited (Defendant No 2 therein) and (iii) New D.N. Nagar Co-operative Housing Societies Union Limited (Defendant No 3 therein) (collectively the Defendants therein), whereby the Plaintiff has, inter alia, sought for (i) a declaration that there exists a valid, subsisting, binding and enforceable agreement/ contract executed between Vaidehi Akash Housing Private Limited and the Plaintiff with respect to Flat No 502 admeasuring 2250 square feet (saleable area) on the 5<sup>th</sup> floor of Tower-1 ("the Suit Premises"); (ii) direction from the Hon'ble High Court against Vaidehi Akash Housing Private Limited and Rustomjee Realty Private Limited to execute a formal agreement for sale in favour of the Plaintiff with respect to the Suit Premises; (iii) direction from the Hon'ble High Court restraining Vaidehi Akash Housing Private Limited and Rustomjee Realty Private Limited from selling, transferring, alienating, creating any third party rights or otherwise encumbering or parting with possession of the Suit Premises.
- (vi) The Plaintiff in the said Suit has also taken service of Notice dated 16<sup>th</sup> January, 2011 being Notice of Motion No. 2356 of 2011 wherein pending final hearing and final disposal of the suit the Plaintiff has sought for (i) appointment of a Court Receiver with respect to the Suit Premises with a specific direction to take possession; (ii) order/injunction of the Hon'ble Court restraining the Defendant Nos. 1 and 2 (Vaidehi Akash Housing Private Limited and Rustomjee Realty Private Limited) from selling, transferring, alienating, creating any third party rights or otherwise encumbering or parting with possession of the Suit Premises.
- (vii) By and under an Order dated 16<sup>th</sup> January, 2015 passed by His Lordship the Hon'ble Mr. Justice S.C.Gupte, inter alia, in the Notice of Motion bearing No.2356 of 2011 in Suit No.1942 of 2011, the said Notice of Motion was dismissed
- (viii) The said Suit No.1942 of 2011 is pending

30. Mrs. Nimisha P. Shah and Mrs. Monali A. Shah

- (i) Mrs. Nimisha P. Shah and Mrs. Monali A. Shah (being the Plaintiffs therein) have filed a suit being Suit No. 35 of 2012 against (i) Vaidehi Akash Housing Private Limited (Defendant No.1 therein), (ii) Rustomjee Realty Private Limited (Defendant No 2 therein) and (iii) New D.N. Nagar Co-operative Housing Societies Union Limited (Defendant No.3 therein)

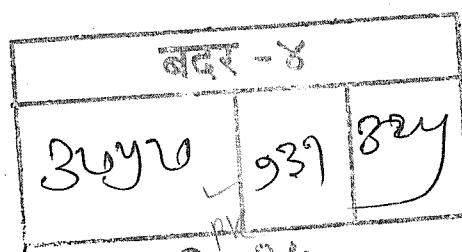


(collectively the Defendants therein), whereby the Plaintiff has, inter alia, sought for (i) a declaration that there exists a valid, subsisting, binding and enforceable agreement/contract executed between Vaidehi Akash Housing Private Limited and the Plaintiffs for sale and transfer of flat bearing No. 202 admeasuring 2250 square feet (saleable area) on the 2<sup>nd</sup> floor of Tower-1 ("the Suit Premise"); (ii) a direction from the Hon'ble High Court that the Plaintiffs have duly performed all their obligations under the suit agreement including payment of the earnest deposit payable under the suit agreement; (iii) a direction from the Hon'ble High Court that Vaidehi Akash Housing Private Limited has illegally and without any lawful justification refused to perform its obligations viz. execution and admit execution of formal agreement for sale of flat under MOFA under the suit agreement and continues to refuse to execute the agreement in favour of the Plaintiffs of the suit flat; (iv) a direction from the Hon'ble High Court that Vaidehi Akash Housing Private Limited is in breach of the suit agreement; (v) a direction from the Hon'ble High Court that Rustomjee Realty Private Limited is holding the suit flat in trust for and on behalf of the Plaintiffs and further it shall be bound and liable to handover possession of the same to the Solicitors of the Plaintiffs or to the Plaintiffs; (vi) a direction from the Hon'ble High Court that the Plaintiffs have always been and are ready and willing to perform their obligations under the suit agreement; (vii) a direction from the Hon'ble High Court that the Plaintiffs are entitled to specific performance of the suit agreement; (viii) a direction from the Hon'ble High Court that without prejudice to the primary relief of specific performance in any event the Plaintiffs have in law a charge against Vaidehi Akash Housing Private Limited for repayment of the aid purchase price and consideration and all the claims, including the damages incurred in respect of the suit flat for recovery of the claims of the Plaintiffs and/or are entitled to enforce the said charge by having the Suit Premises sold and the sale proceeds to the extent of the Plaintiffs claim including interest and costs be paid over to the Plaintiffs from the said sale proceeds; (ix) a decree of specific performance from the Hon'ble High Court ordering and directing Vaidehi Akash Housing Private Limited to execute and admit execution of the formal agreement for sale of the Suit Premises and further ordering and directing Vaidehi Akash Housing Private Limited and Rustomjee Realty Private Limited to deliver possession of the Suit Premises to the Solicitor of the Plaintiffs or to the Plaintiffs and execute all necessary deeds, documents and/or writings and perform all acts necessary for more effectual performance of the same and/or pass such orders and/or directions as are necessary for the purposes of enforcing the Plaintiffs



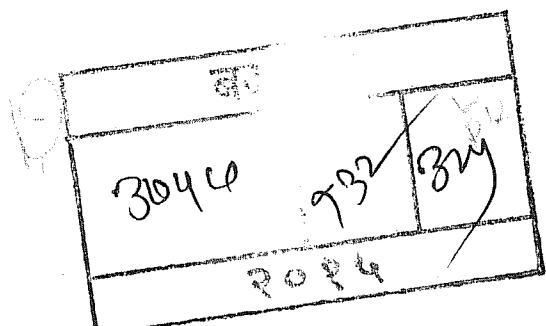
charge; (x) a decree against Vaidehi Akash Housing Private Limited from the Hon'ble High Court that in the alternative to the aforesaid prayer, in the sum of Rs. 5,00,00,000/- (Rupees Five Crore only) as per the particulars of the Plaintiffs claim together with interest at the rate of 18% p.a. from the date hereof till payment and/or realization; (xi) a decree from the Hon'ble High Court that in the alternative to the order for specific performance, (a) a direction from the Hon'ble High Court that the Defendants herein pay the amounts mentioned above within such time as may be fixed by the Hon'ble Court and in the event of Vaidehi Akash Housing Private Limited failing to make such payment within such time, this Hon'ble Court direct the sale of the Suit Premises under the directions of this Hon'ble Court, (b) a direction from the Hon'ble High Court that sale proceeds so received be paid over to the Plaintiffs to the extent of the Plaintiffs claim set out above. (xii) in the event of the sale proceeds not being sufficient to meet the Plaintiffs claim then in such an event a personal decree against Vaidehi Akash Housing Private Limited to the extent of such deficiency and not shortfall. (xiii) an "order" of injunction from the Hon'ble High Court that Vaidehi Akash Housing Private Limited and Rustomjee Realty Private Limited inter alia, by itself or through its agent or servant from (a) transferring and/or conveying the Suit Premises, (b) executing a formal agreement for sale of the Suit Premises under MOFA as also documents, deeds and writings and perform all necessary acts, deeds and things, for the more effectuate performance and/or implementation of the above, (c) put the Plaintiffs in possession of the Suit Premises.

- (ii) The Plaintiff in the said Suit has also taken out a Notice of Motion being Notice of Motion No. 136 of 2012 wherein pending the hearing and final disposal of the suit the Plaintiffs have sought for (i) appointment of a Court Receiver with respect to the Suit Premises with a specific direction to take possession; (ii) order/injunction of the Hon'ble Court restraining the Defendant Nos. 1 and 2 (Vaidehi Akash Housing Private Limited and Rustomjee Realty Private Limited) from selling, transferring, alienating, creating any third party rights or otherwise encumbering or parting with possession of the Suit Premises.
- (iii) By and under an Order dated 16<sup>th</sup> January, 2015 passed by His Lordship the Hon'ble Mr. Justice S.C.Gupte, inter alia, in the Notice of Motion bearing No.136 of 2012 in Suit No 35 of 2012, the said Notice of Motion was dismissed.
- (iv) The said Suit No.35 of 2012 is pending



## 31. Suit No.595 of 2013

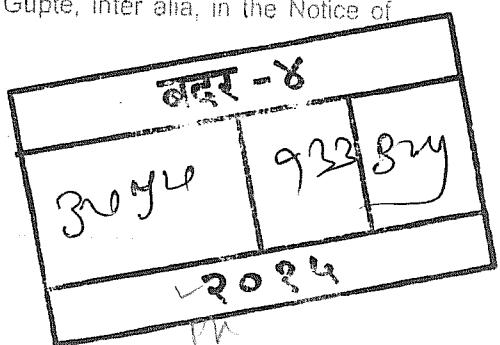
- (i) Ravi Patel (the Plaintiff therein) has filed Suit No.595 of 2013 against (i) Vaidehi Akash Housing Private Limited (Defendant No.1 therein), (ii) New D.N. Nagar Co-operative Housing Societies Union Limited (Defendant No.2 therein) and (iii) Rustomjee Realty Private Limited (Defendant No.3 therein) (collectively the Defendants therein), whereby the Plaintiff has, inter alia, sought for (i) a declaration that the Allotment Letter dated 21<sup>st</sup> August, 2008 and the Agreement dated 11<sup>th</sup> August, 2010 is valid, subsisting, binding upon all the Defendants therein and all the Defendants are jointly and severally bound and liable to provide the suit premises to the Plaintiff as per the Allotment Letter dated 21<sup>st</sup> August, 2008 and the Agreement dated 11<sup>th</sup> August, 2010; (ii) a direction from the Hon'ble High Court to the Defendants to jointly and severally construct and handover the vacant and peaceful possession of the suit premises mentioned in the Allotment Letter dated 21<sup>st</sup> August, 2008 and the Agreement dated 11<sup>th</sup> August, 2010 to the Plaintiff and (iii) pending the hearing of the said Suit, a direction from the Hon'ble High Court restraining the Defendants, their servants and agents or any person claiming through them from in any manner dealing with, disposing of or parting with the suit premises mentioned in the Allotment Letter dated 21<sup>st</sup> August, 2008 and the Agreement dated 11<sup>th</sup> August, 2010.
- (ii) The Plaintiff in the said Suit has also taken out a Notice of Motion being Notice of Motion No. 1185 of 2013 wherein pending the hearing and final disposal of the Suit, the Plaintiff has sought for (i) a direction from the Hon'ble High Court to the Defendants to register the Agreement for Sale dated 11<sup>th</sup> August, 2010 in respect of the suit premises agreed to be sold to the Plaintiff under the said Allotment Letter dated 21<sup>st</sup> August, 2008 and Agreement dated 11<sup>th</sup> August, 2010; and (ii) an order of injunction of the Hon'ble Court restraining the Defendants, their servants, agents and any other person/s on their behalf from in any manner dealing with or disposing of or creating any third party right, title or interest in respect of the suit premises mentioned in the said Allotment Letter dated 21<sup>st</sup> August, 2008 Agreement dated 11<sup>th</sup> August, 2010 or any one flat of equal area.
- (iii) By and under an Order dated 1<sup>st</sup> December, 2014 passed by His Lordship the Hon'ble Mr. Justice S.C.Gupte, inter alia, in the Notice of Motion bearing No.1185 of 2013 in Suit No.595 of 2013, the said Notice of Motion was dismissed



(iv) The said Suit No.595 of 2013 is pending

32. Suit No.596 of 2013

- (i) Manish Soman (the Plaintiff therein) has filed Suit No.596 of 2013 against (i) Vaidehi Akash Housing Private Limited (Defendant No.1 therein), (ii) New D.N Nagar Co-operative Housing Societies Union Limited (Defendant No.2 therein) and (iii) Rustomjee Realty Private Limited (Defendant No.3 therein) (collectively the Defendants therein), whereby the Plaintiff has, inter alia, sought for (i) a declaration that the Allotment Letter dated 10<sup>th</sup> April, 2008 and the Agreement dated 16<sup>th</sup> April, 2010 is valid, subsisting, binding upon all the Defendants therein and all the Defendants are jointly and severally bound and liable to provide the suit premises to the Plaintiff as per the Allotment Letter dated 10<sup>th</sup> April, 2008 and the Agreement dated 16<sup>th</sup> April, 2010; (ii) a direction from the Hon'ble High Court to the Defendants to jointly and severally construct and handover the vacant and ~~vacant~~ possession of the suit premises mentioned in the Allotment Letter dated 10<sup>th</sup> April, 2008 and the Agreement dated 16<sup>th</sup> April, 2010 to the Plaintiff and (iii) pending the hearing of the said Suit, a direction from the Hon'ble High Court restraining the Defendants, their servants and agents or any person claiming through them from in any manner dealing with or disposing of or parting with the suit premises mentioned in the Allotment Letter dated 10<sup>th</sup> April, 2008 and the Agreement dated 16<sup>th</sup> April, 2010.
- (ii) The Plaintiff in the said Suit has also taken out a Notice of Motion being Notice of Motion No. 1186 of 2013 wherein pending the hearing and final disposal of the Suit, the Plaintiff has sought for (i) a direction from the Hon'ble High Court to the Defendants to register the Agreement for Sale dated 16<sup>th</sup> April, 2010 in respect of the suit premises agreed to be sold to the Plaintiff under the said Allotment Letter dated 10<sup>th</sup> April, 2008 and Agreement dated 16<sup>th</sup> April, 2010; and (ii) an order of injunction of the Hon'ble Court restraining the Defendants, their servants, agents and any other person/s on their behalf from in any manner dealing with or disposing of or creating any third party right, title or interest in respect of the suit premises mentioned in the said Allotment Letter dated 10<sup>th</sup> April, 2008 and the Agreement dated 16<sup>th</sup> April, 2010 or any one flat of equal area.
- (iii) By and under an Order dated 1<sup>st</sup> December, 2014 passed by His Lordship the Hon'ble Mr. Justice S.C.Gupte, inter alia, in the Notice of

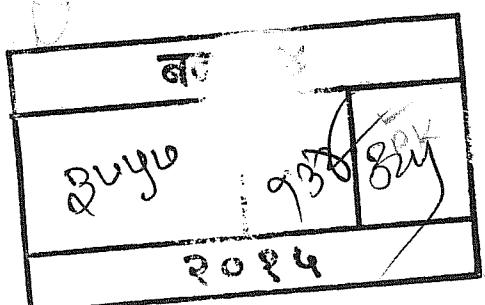


Motion bearing No.1186 of 2013 in Suit No.596 of 2013, the said Notice of Motion was dismissed.

- (iv) The said Suit No.596 of 2013 is pending

**33. Suit No.699 of 2013**

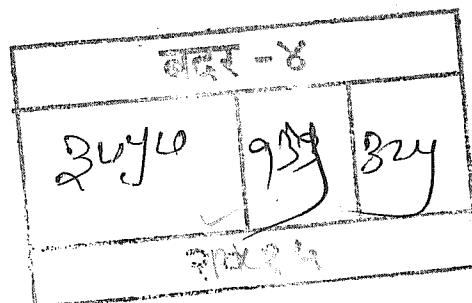
- (i) Manisha Patel (the Plaintiff therein) has filed Suit No.699 of 2013 against (i) Vaidehi Akash Housing Private Limited (Defendant No.1 therein), (ii) New D.N. Nagar Co-operative Housing Societies Union Limited (Defendant No.2 therein) and (iii) Rustomjee Realty Private Limited (Defendant No.3 therein) (collectively the Defendants therein), whereby the Plaintiff has, inter alia, sought for (i) a declaration that the Allotment Letter dated 21<sup>st</sup> August, 2008 and the Agreement dated 11<sup>th</sup> August, 2010 is valid, subsisting, binding upon all the Defendants therein and all the Defendants are jointly and severally bound and liable to provide the suit premises to the Plaintiff as per the Allotment Letter dated 21<sup>st</sup> August, 2008 and the Agreement dated 11<sup>th</sup> August, 2010; (ii) a direction from the Hon'ble High Court to the Defendants to jointly and severally construct and handover the vacant and peaceful possession of the suit premises mentioned in the Allotment Letter dated 21<sup>st</sup> August, 2008 and the Agreement dated 11<sup>th</sup> August, 2010 to the Plaintiff and (iii) pending the hearing of the said Suit, a direction from the Hon'ble High Court restraining the Defendants, their servants and agents or any person claiming through them from in any manner dealing with, disposing of or parting with the suit premises mention in the Allotment Letter dated 21<sup>st</sup> August, 2008 and the Agreement dated 11<sup>th</sup> August, 2010.
- (ii) The Plaintiff in the said Suit has also taken out a Notice of Motion being Notice of Motion No. 1545 of 2013 wherein pending the hearing and final disposal of the Suit, the Plaintiff has sought for (i) a direction from the Hon'ble High Court to the Defendants to register the Agreement for Sale dated 11<sup>th</sup> August, 2010 in respect of the suit premises agreed to be sold to the Plaintiff under the said Allotment Letter dated 21<sup>st</sup> August, 2008 and Agreement dated 11<sup>th</sup> August, 2010; and (ii) an order of injunction of the Hon'ble Court restraining the Defendants, their servants, agents and any other person/s on their behalf from in any manner dealing with or disposing of or creating any third party right, title or interest in respect of the suit premises mentioned in the said Allotment Letter dated 21<sup>st</sup> August, 2008 Agreement dated 11<sup>th</sup> August, 2010 or any one flat of equal area.



- (iii) By and under an Order dated 1<sup>st</sup> December, 2014 passed by His Lordship the Hon'ble Mr. Justice S.C.Gupte, inter alia, in the Notice of Motion bearing No.1545 of 2013 in Suit No.699 of 2013, the said Notice of Motion was dismissed.
- (iv) The said Suit No 699 of 2013 is pending

**34. Suit No.770 of 2013**

- (i) Jagruti Shah (the Plaintiff therein) has filed Suit No.770 of 2013 against (i) Vaidehi Akash Housing Private Limited (Defendant No.1 therein), (ii) New D.N. Nagar Co-operative Housing Societies Union Limited (Defendant No.2 therein) and (iii) Rustomjee Realty Private Limited (Defendant No.3 therein) (collectively the Defendants therein), whereby the Plaintiffs have, inter alia, sought for (i) a declaration that the Allotment Letter dated 10<sup>th</sup> April, 2008 and the Agreement dated 13<sup>th</sup> April, 2010 is valid, subsisting, binding upon all the Defendants therein and all the Defendants are jointly and severally bound and liable to provide the suit premises to the Plaintiff as per the Allotment Letter dated 10<sup>th</sup> April, 2008 and Agreement dated 13<sup>th</sup> April, 2010; (ii) direction from the Hon'ble High Court thereby directing the Defendants therein to construct and handover the vacant and ~~possession~~ possession of the suit premises as mentioned in Allotment Letter dated 10<sup>th</sup> April, 2008 and Agreement dated 13<sup>th</sup> April, 2010, and (iii) pending the hearing of the said Suit, a direction from the Hon'ble High Court that restraining the Defendants therein from in any manner dealing with, disposing of or parting with the suit premises.
- (ii) The Plaintiffs in the said Suit have also taken out a Notice of Motion being Notice of Motion No. 1452 of 2013 wherein pending the hearing and final disposal of the Suit, the Plaintiff has sought for (i) a direction from the Hon'ble High Court to the Defendants to register the Agreement dated 13<sup>th</sup> April, 2010 in respect of the suit premises agreed to be sold to the Plaintiff under the said Allotment Letter dated 10<sup>th</sup> April, 2008 and Agreement dated 13<sup>th</sup> April, 2010, and (ii) an order of injunction of the Hon'ble Court restraining the Defendants, their servants, agents and any other person/s on their behalf from in any manner dealing with or disposing of or creating any third party right, title or interest in respect of the suit premises mentioned in the said Agreement dated 13<sup>th</sup> April, 2010 and Allotment Letter dated 10<sup>th</sup> April, 2008 and or any one flat of equal area.



(iii) By and under an Order dated 1<sup>st</sup> December, 2014 passed by His Lordship the Hon'ble Mr. Justice S.C.Gupte, inter alia, in the Notice of Motion bearing No.1452 of 2013 in Suit No.770 of 2013, the said Notice of Motion was dismissed.

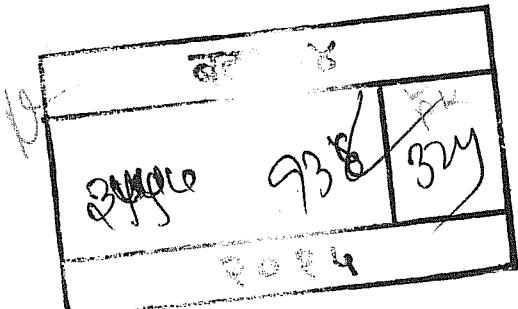
(iv) The said Suit No.770 of 2013 is pending

**35. Suit No.771 of 2013**

(i) Akshay Maniar & Sangeeta Shah (the Plaintiffs therein) have filed Suit No 771 of 2013 against (i) Vaidehi Akash Housing Private Limited (Defendant No.1 therein), (ii) New D.N. Nagar Co-operative Housing Societies Union Limited (Defendant No.2 therein) and (iii) Rustomjee Realty Private Limited (Defendant No.3 therein) (collectively the Defendants therein), whereby the Plaintiffs have, inter alia, sought for (i) a declaration that the Agreement dated 12<sup>th</sup> April, 2010 is valid, subsisting, binding upon all the Defendants therein and all the Defendants are jointly and severally bound and liable to provide the suit premises to the Plaintiff; (ii) direction from the Hon'ble High Court thereby directing the Defendants therein to construct and handover the vacant and peaceful possession of the suit premises as mentioned in the Agreement dated 12<sup>th</sup> April, 2010 to the Plaintiffs, and (iii) pending the hearing of the said Suit, a direction from the Hon'ble High Court that restraining the Defendants therein from in any manner dealing with, disposing of or parting with the suit premises.

(ii) The Plaintiffs in the said Suit have also taken out a Notice of Motion being Notice of Motion No. 1544 of 2013 wherein pending the hearing and final disposal of the Suit, the Plaintiffs have sought for (i) a direction from the Hon'ble High Court to the Defendants to register the Agreement dated 12<sup>th</sup> April, 2010 in respect of the suit premises agreed to be sold to the Plaintiff under the Agreement dated 12<sup>th</sup> April, 2010; and (ii) an order of injunction of the Hon'ble Court restraining the Defendants, their servants, agents and any other person/s on their behalf from in any manner dealing with or disposing of or creating any third party right, title or interest in respect of the suit premises mentioned in the said Agreement dated 12<sup>th</sup> April, 2010 or any one flat of equal area.

(iii) By and under an Order dated 1<sup>st</sup> December, 2014 passed by His Lordship the Hon'ble Mr. Justice S.C.Gupte, inter alia, in the Notice of Motion bearing No.1544 of 2013 in Suit No.771 of 2013, the said Notice of Motion was dismissed.

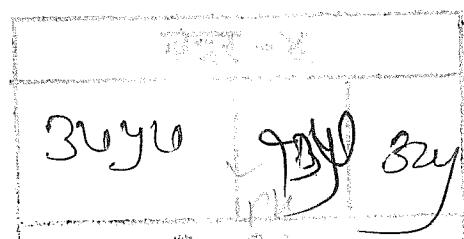


(iv) The said Suit No.771 of 2013 is pending

**36. Suit No.674 of 2013**

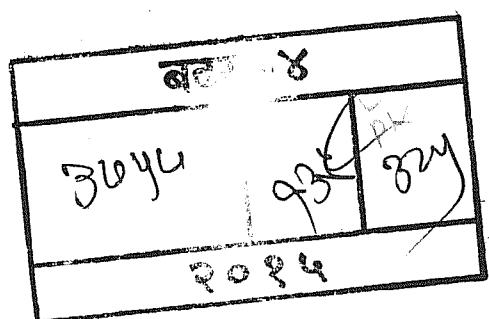
(i) (i) Arvind G. Naik (Plaintiff No.1 therein), (ii) Anis Ahmed (Plaintiff No.2 therein), (iii) Dr. Sudesh J. Ankale (Plaintiff No.3 therein), (iv) Mukesh B. Tandon (Plaintiff No.4 therein), (v) Sushila S. Singh (Plaintiff No.5 therein), (vi) Kashma Tandon (Plaintiff No.6 therein), (vii) Mrs. Mukesh B. Tandon (Plaintiff No.7 therein), (viii) Sardar Anwar Hussain (Plaintiff No.8 therein), (ix) Surendra R. Singh (Plaintiff No.9 therein), (x) Niraj S. Singh (Plaintiff No.10 therein), (xi) Rajesh Gupta (Plaintiff No.11 therein), (xii) Santosh A. Naik (Plaintiff No.12 therein), (xiii) Khatija S.S. Siddique (Plaintiff No.13 therein), (xiv) Salim J. Khan (Plaintiff No.14 therein), (xv) Shardaben C. Darji (Plaintiff No.15 therein), (xvi) Dinesh Barot (Plaintiff No.16 therein), (xvii) Shobha Anand (Plaintiff No.17 therein), (xviii) Dilip R. Varadkar (Plaintiff No.18 therein), (xix) Rubi Gujadhia (Plaintiff No.19 therein), (xx) Bholanath Bhoumik (Plaintiff No.20 therein), (xxi) T.M. Shiruff (Plaintiff No.21 therein), (xxii) Murari Krishna (Plaintiff No.22 therein), (xxiii) Champadevi Kanu (Plaintiff No.23 therein), (xxiv) Vanda N. Chavan (Plaintiff No.24 therein), (xxv) Sudhama C. Balkar (Plaintiff No.25 therein), (xxvi) Nilima N. Gaonkar (Plaintiff No.26 therein), (xxvii) Dhurti Shah (Plaintiff No.27 therein), (xxviii) Purnima M. Patilne (Plaintiff No.28 therein), (xxix) Netaji N. Chavan (Plaintiff No.29 therein), (xxx) Ganesh Agawane (Plaintiff No.30 therein), (xxxii) Harish Pradhan (Plaintiff No.31 therein), (xxxiii) Mukeshkumar Jaiswal (Plaintiff No.32 therein), (xxxiv) Vinayak N. Koli (Plaintiff No.33 therein), (xxxv) Yogesh Jagtap (Plaintiff No.34 therein), (xxxvi) S.B. Sharma (Plaintiff No.35 therein), (xxxvii) Yagya Prasad Shukla (Plaintiff No.36 therein), (xxxviii) Baliram G. Pagdhare (Plaintiff No.37 therein); and (xxxix) Dilip Pokharna (Plaintiff No.38 therein) (collectively the Plaintiffs therein) have filed Suit No.674 of 2013 against (i) New D.N. Nagar Co-operative Housing Societies Union Limited (Defendant No.1 therein), (ii) Vaidehi Akash Housing Private Limited (Defendant No.2 therein), (iii) Rustomjee Realty Private Limited (Defendant No.3 therein), (iv) Maharashtra Housing and Area Development Authority (Defendant No.4 therein), (v) Mumbai Housing and Area Development Board (Defendant No.5 therein), (vi) The Executive Engineer, Housing, Mumbai Housing and Area Development Board (Defendant No.6 therein), (vii) Municipal Corporation of Greater Mumbai (Defendant No.7 therein), (viii) Executive Engineer, Building Proposal, K/West Ward, Municipal Corporation of Greater Mumbai (Defendant No.9 therein); and (ix) State Bank of India (Defendant No.10 therein) (collectively the Defendants therein), whereby

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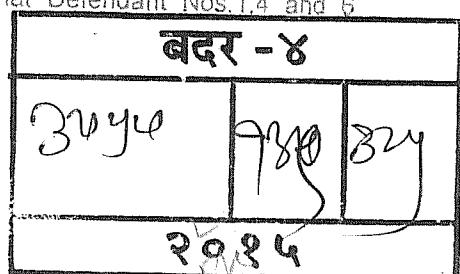
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the Plaintiffs have, inter alia, sought for (i) a declaration that the resolutions passed in the meetings of the Defendant No.1 Society held on 17.1.2010, 25.04.2010 and 9.1.2011 as also all the steps and actions taken by the office bearers of the Defendant No.1 Society pursuant to the same are perverse, illegal, null and void ab initio, non-est and have no legal consequences; (ii) a declaration that the Agreements dated 3.2.2010, 10.02.2010, Power of Attorney dated 5.3.2010, letter dated 16.4.2010, Agreement dated 29.01.2011 and the Deed of Mortgage dated 29.07.2012 are perverse, illegal, null and void ab initio, non-est and have no legal consequences and the same are not binding on the Plaintiffs; (iii) a declaration that the Agreement dated 4.04.2007 is perverse, illegal, null and void ab initio, non-est and has no legal consequences; (iv) a direction that Defendant No.3 including its employees, servants, contractors etc, to give vacant peaceful possession of the said Land; (v) a declaration that:- (a) Defendant Nos.4 to 6 are not entitled to impose any area restriction of 45 sq. mtrs. on the Rehabilitation Buildings on the said Land and consequently, Defendant Nos.8 and 9 should sanction building plans without any such restriction; (b) The offer letter dated 20.05.2010 to the extent of deletion of the FSI on the Recreation Ground of 7,206 sq.mtrs. from the said Land is perse illegal, null and void ab initio, non-est; (vi) an order/direction that MHADA should allot the FSI on the Recreation Ground of 7,206 sq. mtrs. on the said Land as was granted under the NOC dated 1.7.2006; (vii) an order of injunction appointing a fit and proper person as an independent observer with directions to call for fresh tenders and start the entire process of redevelopment of the said Land by appointing a new developer whose offer suits the best interests of the members of Defendant No.1 Society after following the procedure under the directive dated 3.01.2009; (viii) In the alternative to the above prayer, a direction to Defendant No.1 to comply with the directive dated 3.01.2009; (ix) a declaration that the Agreement for Sale executed by Defendant Nos.2 and 3 with any third parties for sale of premises/shops on the said Land is perse illegal, null and void ab initio, non-est and have no legal consequences and the same are not binding on the Plaintiffs; (x) a direction to Defendant Nos.7 and 8 to withdraw and cancel IOD dated 26.12.2011, the approved building plans and Commencement Certificate dated 28.03.2008 and approve the layout of the said Land; (xi) a direction to Defendant Nos.7 and 8 not to issue any further sanctions/permissions for construction put up by Defendant No.3 on the said Land and immediately issue a stop work notice restraining Defendant No.3 including its employees, agents, assigns etc., from



carrying on any further development activities on the said Land; (xii) an order of injunction restraining Defendant No.3 including its agents, servants, contractors from alienating, encumbering, developing, transferring, dealing and disposing off and/or creating any third party interest in the said Land and from executing or entering into any Agreement for Sale of any flats/shops constructed on the said Land; and (xiii) a direction to Defendant Nos.7 and 8 to grant FSI of 3 on the entire said Land as and when fresh permissions are sought by Defendant No.1 and/or including any developer/architect/ agent on its behalf pursuant to the fresh redevelopment scheme for the said Land.

- (ii) The Plaintiffs in the said Suit have also taken out a Notice of Motion being Notice of Motion No. 1477 of 2013 wherein pending the hearing and final disposal of the Suit, the Plaintiffs have sought for (i) an order staying the operation and implementation of the resolutions passed in meetings of Defendant No.1 held on 17.01.2010, 25.01.2010 and 9.01.2011; (ii) an order staying the operation and implementation of Agreements dated 3.2.2010, 10.2.2010, Power of Attorney dated 5.3.2010, letter dated 16.04.2010, Agreement dated 22.01.2011 and Deed of Mortgage dated 23.07.2012; (iii) a direction to Defendant Nos.1 to 3 to furnish a copy of the Agreement dated 4.04.2007; (iv) an order of injunction restraining Defendant No.3 from:- (a) alienating, encumbering, developing, transferring, dealing and disposing of and/or creating third party interest in the said Land; (b) from executing or entering into any Agreement for Sale of any flats/shops constructed on the said Land (v) an order of injunction restraining:- (a) Defendant No.1 from granting to Defendant No.3 the pro-rata FSI allotted by Defendant No.4 & 5 as regards the Plaintiffs' old tenements; (b) Defendant No.3 including its agents, assigns, etc., from using such pro-rata FSI in any manner whatsoever on the said Land (vi) an order of injunction restraining Defendant Nos. 3 & 9 from taking any steps and actions including disbursement/acceptance of loan under the loan transaction reflected in the Indenture of Mortgage dated 23.07.2012 and/or creating any third party interest in the whole/part of the said Land; (vii) a direction to Defendant No.1 to pay to the Plaintiffs all the arrears of rent/compensation from October 2011 till the filing of the captioned suit at a time and thereafter for every 3 months in advance by cheques drawn in the name of the individual Plaintiffs till possession of the permanent alternate accommodation constructed on the said Land and hand over possession of the flat to each of the Plaintiffs through the Plaintiffs' Advocates; (viii) a direction that Defendant Nos.1,4 and 6

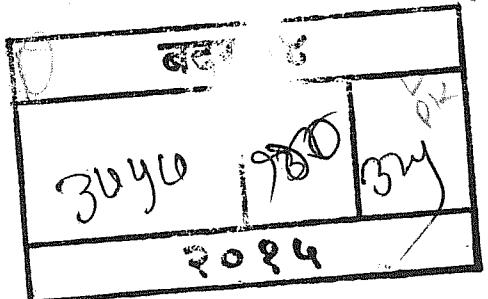


should allow the representatives of the Plaintiffs to inspect the work of development from commencement to completion of development as and when required.

- (iii) By and under an Order dated 12<sup>th</sup> September, 2013, the Hon'ble Bombay High Court, inter alia, directed the Plaintiffs/ their Advocates to collect the rent for their temporary alternate accommodation from the Defendant No.1 Society/ its Advocate.
- (iv) By and under an Order dated 19<sup>th</sup> September, 2013, the Hon'ble Bombay High Court modified paragraphs 2 and 3 of the said Order dated 12<sup>th</sup> September, 2013. The Hon'ble Court further directed Defendant No.1 Society to deposit the rent with respect to the two disputed members with the Prothonotary & Senior Master within one week from 19<sup>th</sup> September, 2013.
- (v) By and under an Order dated 6<sup>th</sup> December, 2013, the Hon'ble Bombay High Court, inter alia, recorded that the quarterly cheques payable to the flat holders of Defendant No.1 Society would be forwarded by the Society to the Advocate for the tenants in the 2<sup>nd</sup> week of every quarter.
- (vi) By and under an Order dated 1<sup>st</sup> December, 2014 passed by His Lordship the Hon'ble Mr. Justice S.C.Gupte, inter alia, in the Notice of Motion bearing No.1477 of 2013 in the Suit No.674 of 2013, the said Notice of Motion was dismissed. Under the said Order dated 1<sup>st</sup> December, 2014, it was further recorded that the Society shall continue to pay rent for the temporary alternative accommodation to Plaintiff Nos.1 to 7, 9 to 12 and 14 to 38 through the Advocates of these Plaintiffs and deposit the rent payable to Plaintiff Nos. 8 and 13 in Court as is being done presently under the ad-interim orders passed by this Court. The rent deposited in Court shall abide by further orders that may be passed in that behalf.
- (vii) The said Suit No.674 of 2013 is pending.

**37. Suit No.22 of 2013**

- (i) (i) Chandni B. Wadhwani and (ii) Bhushan L. Wadhwani (the Plaintiffs therein) have filed Suit No.22 of 2013 against (i) Vaidehi Akash Housing Private Limited (Defendant No.1 therein), (ii) New D.N. Nagar Co-operative Housing Societies Union Limited (Defendant No.2 therein) and (iii) Rustomjee Realty Private Limited (Defendant No.3 therein) (collectively the Defendants therein), whereby the Plaintiffs have, inter alia, sought for (i) a declaration that Agreement dated 10th November,

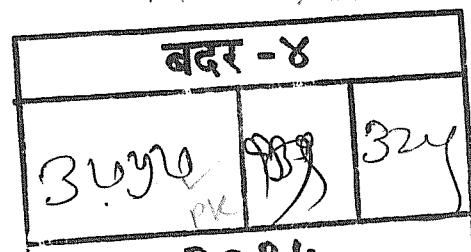


2007 is valid, subsisting and binding upon all the Defendants are jointly and severally bound and liable to provide the suit premises to the Plaintiffs as per the Agreement dated 10th November, 2007; and (ii) a direction from the Hon'ble High Court to the Defendants jointly and severally to construct and hand over the vacant and peaceful possession of the suit premises to the Plaintiffs.

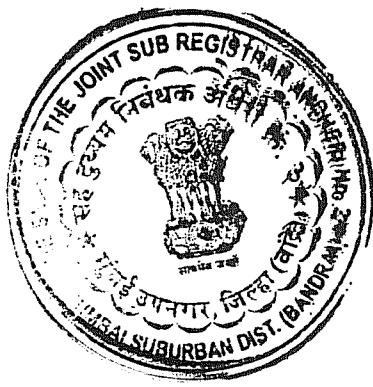
- (ii) The Plaintiffs in the said Suit have also taken out a Notice of Motion being Notice of Motion No. 115 of 2013 wherein pending the hearing and final disposal of the Suit, the Plaintiffs have sought for an order restraining the Defendants jointly and severally their servants and agents or any other person claiming through them, from acting as a planner dealing with, disposing of or parting with the suit premises.
- (iii) By and under an Order dated 16<sup>th</sup> January, 2015 passed by Hon'ble Justice the Hon'ble Mr. Justice S.C.Gupte, inter alia, in the Notice of Motion bearing No.115 of 2013 in Suit No 22 of 2013, the said Notice of Motion was dismissed.
- (iv) The said Suit No.22 of 2013 is pending

#### 38. Suit No. 230 of 2013

- (i) By and under a letter dated 21<sup>st</sup> April, 2010 addressed by Kunal Bhanage, Advocate High Court on behalf of Sangeeta Poddar to us, Wadia Ghandy & Co., inter alia notifying Rustomjee Realty Private Limited with respect to her claim under the allotment letter dated 31<sup>st</sup> October, 2006 issued by Vaidehi Akash Housing Private Limited regarding Flat No. 704 admeasuring 1798.50 square feet (saleable area) on the 7<sup>th</sup> floor of the building known as New DN Nagar Sagar Sahwas Colony for a consideration of Rs.1,25,89,500/- (Rupees One Crore Twenty Five Lakhs Eighty Nine Thousand Five Hundred Only) out of which an amount of Rs. 40,00,000/- (Rupees Forty Lakhs Only) has been paid,
- (ii) We have vide our letter dated 16<sup>th</sup> June, 2010 given a reply to the Letter dated 21<sup>st</sup> April, 2010 addressed by Kunal Bhanage, Advocates & Solicitors.
- (iii) Subsequently thereto, Sangeeta Poddar (the Plaintiff therein) has filed Suit No.230 of 2013 against (i) Vaidehi Akash Housing Private Limited (Defendant No.1 therein), (ii) Rustomjee Realty Private Limited (Defendant No.2 therein) and (iii) New D.N. Nagar Co-operative Housing Societies Union Limited (Defendant No.3 therein) (collectively the



Defendants therein), whereby the Plaintiff has, inter alia, sought for (i) a declaration that there exists a valid, subsisting, binding and enforceable agreement/ contract executed between Vaidehi and the Plaintiff with respect to the suit premises; (ii) a declaration that the Plaintiff has duly performed all her obligations under the suit agreement (i.e. the Allotment Letter dated 31st October, 2006); (iii) a declaration that Vaidehi has illegally and without any lawful justification, refused to perform its obligations viz execute and admit execution of a formal Agreement for Sale of the suit premises under MOFA under the suit agreement and has continued to refuse to execute the agreement in favour of the Plaintiff of the suit premises; (iv) a declaration that Vaidehi is therefore in breach of the suit agreement; (v) a declaration that Rustomjee is holding the suit premises in trust for and on behalf of the Plaintiff and further it shall be bound and liable to hand over possession of the same to the Plaintiff; (vi) a declaration that the Plaintiff has always been and is ready and willing to perform her obligations under the suit agreement; (vii) a declaration that the Plaintiff is entitled to specific performance of the suit agreement; (viii) a declaration that without prejudice to the relief of specific performance, the Plaintiff has a charge against Vaidehi for repayment of the purchase price and consideration and all the claims including the damages made therein in the suit premises for recovery of the claims of the Plaintiff and/or is entitled to the said charge by having the suit premises sold and the sale proceeds to the extent of the Plaintiff's claim including interest and cost be paid over to the Plaintiff from the said sale proceeds; (ix) an order/decrees directing Vaidehi to execute and admit execution of the formal agreement for sale of the suit premises and further order and direct Vaidehi and Rustomjee to deliver possession of the suit premises to the Plaintiff and execute all necessary documents and perform all necessary acts for the purpose of enforcing the Plaintiff's charge; (x) in the alternative pass an order/decrees against Vaidehi for the sum of Rs.3,60,00,000/- (Rupees Three Crore Sixty Lakh Only) together with interest at the rate of 18% pa from the date of the Suit till payment/realization; (xi) in the alternative to pay the amount of Rs.3,60,00,000/- (Rupees Three Crore Sixty Lakh Only) within the time that may be fixed by the Hon'ble Court and in the event Vaidehi fails to make the aforesaid payment within the stipulated time to pass an order directing the sale of the suit premises; (xii) an order directing that the sale proceeds received be paid to Plaintiff to the extent of her claim; (xiii) in case the sale proceeds are insufficient to meet the Plaintiff's claim then a personal decree be passed against Vaidehi to the extent such deficiency and/or shortfall; (xiv) an order/decrees directing Vaidehi and



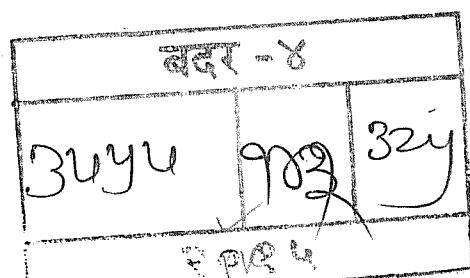
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Rustomjee to transfer and convey the suit premises to the Plaintiff; (xv) an order decree directing Vaidehi and Rustomjee to execute a formal agreement for sale for the suit premises under MOFA and the other necessary documents and put the Plaintiff in possession of the suit premises.

- (iv) The Plaintiff in the said Suit have also taken out a Notice of Motion being Notice of Motion No. 561 of 2013 wherein, before the hearing and final disposal of the Suit, the Plaintiffs have, inter alia, sought for (i) appointment of a Court Receiver with respect to the suit premises with a specific direction to take possession; and (ii) an order of injunction of the Hon'ble Court restraining the Defendant Nos. 1 and 2 therein (Vaidehi and Rustomjee) from selling, transferring, alienating, creating any third party rights or otherwise encumbering or parting with the possession of the suit premises
- (v) The said Suit No.230 of 2013 and the Notice of Motion No. 561 of 2013 are pending.

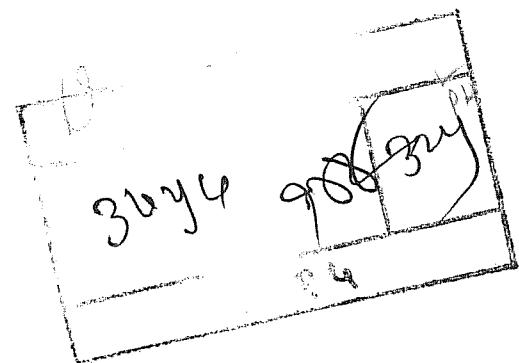
39. Suit No.488 of 2013

- (i) (i) Hiren Vijaykumar Shukla (Plaintiff No.1 therein), (ii) Mrs. Heena Hiren Shukla (Plaintiff No.2 therein), (iii) Prashant Vijaykumar Shukla (Plaintiff No.3 therein), and (iv) Mrs. Reena Prashant Shukla (Plaintiff No.4 therein) (collectively the Plaintiffs therein) have filed Suit No.488 of 2013 against (i) Vaidehi Akash Housing Private Limited (Defendant No.1 therein), (ii) Rustomjee Realty Private Limited (Defendant No.2 therein); (iii) New D.N. Nagar Co-operative Housing Societies Union Limited (Defendant No.3 therein); (iv) New D.N. Nagar Juhu Kinara Co-operative Housing Society Limited (Defendant No.4 therein); (v) D.N. Nagar Smil Sagar Co-operative Housing Society Limited (Defendant No.5 therein); (vi) D.N. Nagar Sai Sagar Co-operative Housing Society Limited (Defendant No.6 therein); (vii) New D.N. Nagar Siddhivinayak Co-operative Housing Society Limited (Defendant No.7 therein); (viii) New D.N. Nagar Shiv Sagar Co-operative Housing Society Limited (Defendant No.8 therein); (ix) New D.N. Nagar Akashdeep Co-operative Housing Society Limited (Defendant No.9 therein); (x) New D.N. Nagar Juhu Chhaya Co-operative Housing Society Limited (Defendant No.10 therein); (xi) New D.N. Satyam Shivam Sundaram Co-operative Housing Society Limited (Defendant No.11 therein); (xii) New D.N. Nagar Juhu Milan Co-operative Housing Society Limited (Defendant No.12 therein); (xiii) New D.N. Nagar Juhu Angan Co-operative Housing Society Limited



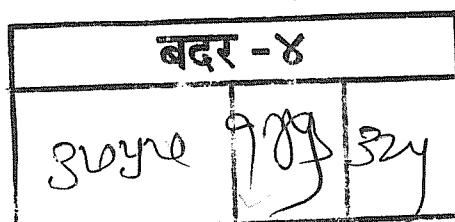
(Defendant No.13 therein); and (xiv) Maharashtra Housing and Area Development Authority (Defendant No.14 therein) (collectively the Defendants therein), whereby the Plaintiffs have, inter alia, seeking that (i) Defendant No.1 be directed by an order and decree to specifically perform the suit agreements both dated 24th March, 2009 entered into between the Plaintiff Nos. 1 and 2 and Defendant No.1 for sale of the suit premises No. 1601 and also agreement between Plaintiff Nos. 3 and 4 and Defendant No.1 for sale of the suit premises No. 1602 by handing over vacant and peaceful possession of the two suit premises of the agreed area to the Plaintiffs and Defendant Nos. 2 to 14 be directed to co-operate with Defendant No.1 in specifically performing the suit agreements and to do all that is necessary therefor, (ii) the Defendants, jointly and/or severally, or any of the Defendants be further directed to pay a sum of Rs.20,00,000/- (Rupees Twenty Lakh only) to the Plaintiffs collectively as compensation for the delay in handing over possession of the said suit premises with interest at the rate of 21% p.a. or such other rate as this Hon'ble Court deems fit and proper from the date of suit till realization, (iii) Without prejudice to the aforesaid reliefs as well as additional reliefs as may be claimed before Consumer Forum etc. and strictly in the alternative and only if this Hon'ble Court comes to the conclusion that the suit agreements cannot be specifically performed, this Hon'ble Court by an order and decree direct the Defendants, jointly and/or severally to pay to the Plaintiffs a sum of Rs.4,09,36,000/- (Rupees Four Crore Nine Lakh Thirty Six Thousand only) or to pay such other sum as the Hon'ble Court may determine (towards refund of monies paid and damages etc.) and also be directed to pay the same together with interest thereon at the rate of 21% p.a. or at such other rate as the Hon'ble Court may determine with quarterly rests and effective from the date of the filing of the suit till realization or to pay such amount as the Hon'ble Court deems fit at time of passing of decree so as to enable the Plaintiffs to buy any other two residential premises of same size and amenities, etc., in the same vicinity as would be ready for possession and occupation in all respect and to be chosen by the Plaintiffs with obligation to pay for any additional area over and above 885 square feet saleable chargeable area per flat.

- (ii) The Plaintiffs in the said Suit have also taken out a Notice of Motion being Notice of Motion No. 1031 of 2013 wherein pending the hearing and final disposal of the Suit, the Plaintiffs have, inter alia, sought for (i) appointment of a Court Receiver with respect to the D.N. Nagar Project and be granted all rights to amend and alter plans and layout and obtain



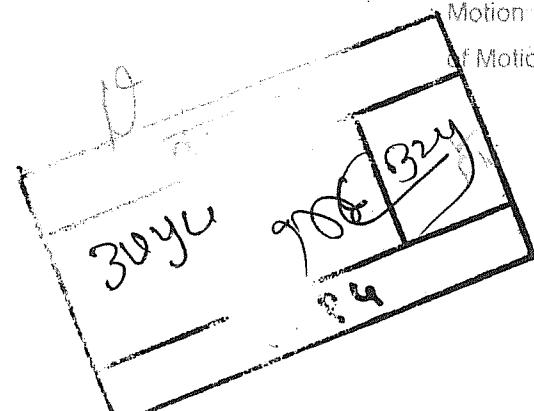
permissions as required from all authorities for purpose and with necessary directions to complete atleast the construction of building no.9 and the suit premises as per the agreement with the Plaintiffs through the agency of Defendant No.14 or even otherwise and at the joint or several costs of Defendant Nos.1 to 13; (ii) an order of injunction of the Hon'ble Court restraining the Defendants therein from selling, disposing of, alienating, encumbering and/or parting with possession and/or creating any third party rights in respect of any part of the suit/ said DN Nagar project, including the suit premises together with two car parking spaces in podium in the proposed building no.9 of 20 storeys to be constructed as per the sanctioned layout and agreement with the Plaintiffs; (iii) order prohibiting and restraining the Defendants from creating any charge or mortgage or encumbrance on the suit premises and/ or project land in question as valid, binding and restrain the Defendants, jointly and severally, from agreeing for/and after obtaining any approvals and sanctions obtained from the date of filing of the suit as are concerning in any manner with the suit premises and/ or said building no.9 and/or the project land in question and/or affecting the same in any manner except through MHAs and TDRs/FSI/FSI with layout/ scheme under which said Building No.9 and the premises were to be developed as per agreement with Plaintiffs; (iv) order that no mortgage or sale or charge or encumbrances whatsoever on the suit premises and/or project land in question and/or FSI/TDR/Fungible FSI of suit premises etc. if any created or purported to be created in favour of any third party by any of the Defendant in any manner after date of suit agreements are valid or binding on Plaintiffs; and (v) the Defendants be directed to disclose all transactions upto date of filing of suit entered into by them interse or independently with any person/s and all approvals and sanctions so far obtained upto date of filing of suit by them jointly or severally as are concerning in any manner with the suit premises and/or said building no.9 and/or the project land in question and/or affecting the same in any manner and be directed to furnish copies thereof to Plaintiffs.

- (iii) By and under an Order dated 14<sup>th</sup> June, 2013 passed by the Hon'ble Bombay High Court, no ad-interim relief was granted.
- (iv) Thereafter, the Plaintiffs filed Notice of Motion No.1183 of 2013 in Appeal No.390 of 2013 in Notice of Motion No.1031 of 2013, wherein pending the hearing and final disposal of the suit the Plaintiffs have, inter alia, sought for (i) appointment of a Court Receiver with respect to the D.N. Nagar Project and be granted all rights to amend and alter plans and



layout and obtain permissions as required from all authorities for purpose and with necessary directions to complete atleast the construction of building no.9 and the suit premises as per the agreement with the Plaintiffs through the agency of Defendant No.14 or even otherwise and at the joint or several costs of Defendant Nos.1 to 13; (ii) an order of injunction of the Hon'ble Court restraining the Defendants therein from selling, disposing of, alienating, encumbering and/or parting with possession and/or creating any third party rights in respect of any part of the suit/ said DN Nagar project, including the suit premises together with two car parking spaces in podium in the proposed building no.9 of 20 storeys to be constructed as per the sanctioned layout and agreement with the Plaintiffs; (iii) order prohibiting and restraining the Defendants from creating any charge or mortgage or encumbrances whatsoever on the suit premises and/ or project land in question as well as prohibit and restrain the Defendants, jointly and severally, from applying for and/or obtaining any approvals and sanctions on and from the date of filing of the suit as are concerning in any manner with the suit premises and/or said building no.9 and/or the project land in question and/or affecting the same in any manner except through MHADA and in consonance with layout/ scheme under which said Building No.9 and suit premises were to be developed as per agreement with Plaintiffs; (iv) order that no mortgage or sale or charge or encumbrances whatsoever on the suit premises and/or project land in question and/or FSI/TDR/Fungible FSI of suit premises etc. if any created or purported to be created in favour of any third party by any of the Defendant in any manner after date of suit agreements are valid or binding on Plaintiffs; (v) the Defendants be directed to disclose all transactions upto date of filing of suit entered into by them interse or independently with any person/s and all approvals and sanctions so far obtained upto date of filing of suit by them jointly or severally as are concerning in any manner with the suit premises and/or said building no.9 and/or the project land in question and/or affecting the same in any manner and be directed to furnish copies thereof to Plaintiffs.

- (v) By and under an order dated 4th September, 2013 passed by the Hon'ble Bombay High Court, the captioned Appeal together with the Notice of Motion therein was dismissed.
- (vi) By and under an Order dated 1<sup>st</sup> December, 2014 passed by His Lordship the Hon'ble Mr. Justice S.C.Gupte, inter alia, in the Notice of Motion bearing No.1031 of 2013 in Suit No.488 of 2013, the said Notice of Motion was dismissed.



(vii) The said Suit No.488 of 2013 is are pending.

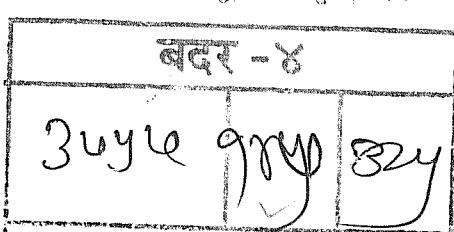
**40. Suit No. 116 of 2014**

- (i) Gurpreet Singh Saini (the Plaintiff therein) has filed Suit No. 116 of 2014 against (i) Vaidehi Akash Housing Private Limited (Defendant No 1 therein), (ii) New D.N. Nagar Co-operative Housing Societies Union Limited (Defendant No.2 therein) and (iii) Rustomjee Realty Private Limited (Defendant No 3 therein) (collectively the Defendants therein), whereby the Plaintiff has, inter alia, sought for (i) a declaration that the Agreement dated 8<sup>th</sup> May, 2009 is valid, subsisting, binding upon all the Defendants therein and all the Defendants are jointly and severally bound and liable to provide the suit premises to the Plaintiff; (ii) direction from the Hon'ble High Court thereby directing the Defendants therein to construct and handover the vacant and peanent possession of the suit premises as mentioned in the Agreement dated 8<sup>th</sup> May, 2009 to the Plaintiffs, and (iii) pending the hearing of the said Suit, direction from the Hon'ble High Court that restraining the Defendants therein from in any manner dealing with, disposing of or parting with the suit premises.
- (ii) The Plaintiff in the said Suit has also taken out a Notice of Motion bearing Notice of Motion No. 206 of 2014 wherein pending the hearing and final disposal of the Suit, the Plaintiff has, inter alia, sought for (i) an order of injunction of the Hon'ble Court restraining the Defendants jointly and severally, their servants, agents and any other person claiming through them from in any manner dealing with or disposing of or parting with the suit premises.
- (iii) By and under an Order dated 1<sup>st</sup> December, 2014 passed by His Lordship the Hon'ble Mr. Justice S.C.Gupte, inter alia, in the Notice of Motion bearing No 206 of 2014 in Suit No.116 of 2014, the said Notice of Motion was dismissed.
- (iv) The said Suit No.116 of 2014 is pending.

**41. Suit No. 78 of 2014**

- (i) Hanumantrao Sahebrao Jagtap (the Plaintiff therein) has filed Suit No. 78 of 2014 against (i) Vaidehi Akash Housing Private Limited (Defendant No.1 therein), (ii) New D.N. Nagar Co-operative Housing Societies Union Limited (Defendant No.2 therein) and (iii) Rustomjee Realty Private Limited (Defendant No.3 therein) (collectively the Defendants therein), whereby the Plaintiff has, inter alia, sought for (i) a declaration that the Agreement dated 28<sup>th</sup> January, 2009 is valid, subsisting, binding upon all

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the Defendants therein and all the Defendants are jointly and severally bound and liable to provide the suit premises to the Plaintiff; (ii) direction from the Hon'ble High Court thereby directing the Defendants therein jointly and severally to construct and handover the vacant and peaceful possession of the suit premises as mentioned in the Agreement dated 28<sup>th</sup> January, 2009 to the Plaintiffs, and (iii) pending the hearing of the said Suit, a direction from the Hon'ble High Court that restraining the Defendants therein jointly and severally from in any manner dealing with, disposing of or parting with the suit premises.

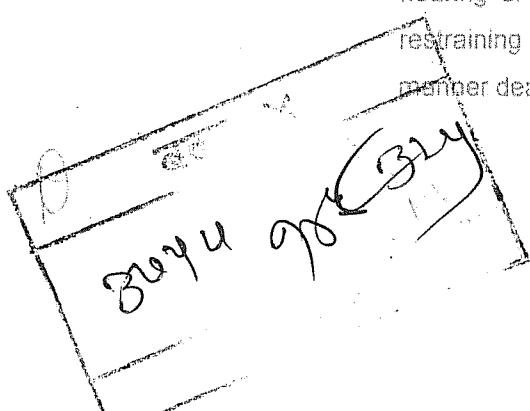
(ii) The Plaintiff in the said Suit has also taken out a Notice of Motion being Notice of Motion No. 464 of 2014 wherein pending the hearing and final disposal of the Suit, the Plaintiff has, inter alia, sought for (i) an order of injunction of the Hon'ble Court restraining the Defendants jointly and severally, their servants, agents and any other person claiming through them from in any manner dealing with or disposing of or parting with the suit premises.

(iii) By and under an Order dated 1<sup>st</sup> December, 2014 passed by His Lordship the Hon'ble Mr. Justice S.C.Gupte, inter alia, in the Notice of Motion bearing No.464 of 2014 in Suit No.78 of 2014, the said Notice of Motion was dismissed.

(iv) The said Suit No.78 of 2014 is pending

#### Suit No. 101 of 2014

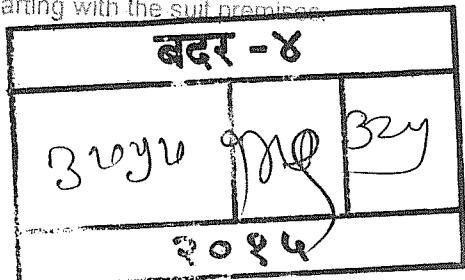
(i) Dwarko Harpalani (the Plaintiff therein) has filed Suit No. 101 of 2014 against (i) Vaidehi Akash Housing Private Limited (Defendant No.1 therein), (ii) New D.N. Nagar Co-operative Housing Societies Union Limited (Defendant No.2 therein) and (iii) Rustomjee Really Private Limited (Defendant No.3 therein) (collectively the Defendants therein), whereby the Plaintiff has, inter alia, sought for (i) a declaration that the Agreement dated 18<sup>th</sup> September, 2009 is valid, subsisting, binding upon all the Defendants therein and all the Defendants are jointly and severally bound and liable to provide the suit premises to the Plaintiff; (ii) direction from the Hon'ble High Court thereby directing the Defendants therein jointly and severally to construct and handover the vacant and peaceful possession of the suit premises as mentioned in the Agreement dated 18<sup>th</sup> September, 2009 to the Plaintiffs, and (iii) pending the hearing of the said Suit, a direction from the Hon'ble High Court that restraining the Defendants therein jointly and severally from in any manner dealing with, disposing of or parting with the suit premises.



- (ii) The Plaintiff in the said Suit has also taken out a Notice of Motion being Notice of Motion No. 323 of 2014 wherein pending the hearing and final disposal of the Suit, the Plaintiff has, inter alia, sought for (i) an order of injunction of the Hon'ble Court restraining the Defendants jointly and severally, their servants, agents and any other person claiming through them from in any manner dealing with or disposing of or parting with the suit premises.
- (iii) By and under an Order dated 1<sup>st</sup> December, 2014 passed by His Lordship the Hon'ble Mr. Justice S.C.Gupte, inter alia, in the Notice of Motion bearing (L) No.323 of 2014 in Suit No.101 of 2014, the said Notice of Motion was dismissed.
- (iv) The said Suit No.101 of 2014 is pending

**43. Suit No. 118 of 2014**

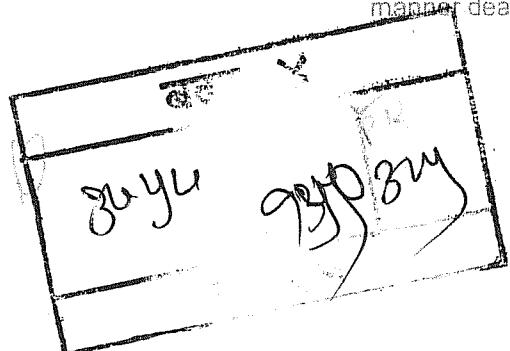
- (i) By and under a letter dated 29<sup>th</sup> March, 2010 addressed by Raj Lalchandani and Sapna Lalchandani to us, Wadia Ghandy & Co., inter alia, notifying Rustomjee with respect to their claim for being Flat No 403 and 404 in building known as Sagar Sahwas Colony.
- (ii) We have vide our letters dated 13<sup>th</sup> April, 2010 and 28<sup>th</sup> April, 2010 given a reply to the Letter dated 26<sup>th</sup> March, 2010 addressed by Raj Lalchandani & Sapna Lalchandani.
- (iii) Subsequent thereto, Raj Lalchandani (the Plaintiff therein) has filed Suit No. 118 of 2014 against (i) Vaidehi Akash Housing Private Limited (Defendant No.1 therein), (ii) New D.N. Nagar Co-operative Housing Societies Union Limited (Defendant No.2 therein) and (iii) Rustomjee Really Private Limited (Defendant No.3 therein) (collectively the Defendants therein), whereby the Plaintiff has, inter alia, sought for (i) a declaration that the Agreement dated 21<sup>st</sup> April, 2010 is valid, subsisting, binding upon all the Defendants therein and all the Defendants are jointly and severally bound and liable to provide the suit premises to the Plaintiff; (ii) direction from the Hon'ble High Court thereby directing the Defendants therein jointly and severally to construct and handover the vacant and peaceful possession of the suit premises as mentioned in the Agreement dated 21<sup>st</sup> April, 2010 to the Plaintiffs, and (iii) pending the hearing of the said Suit, a direction from the Hon'ble High Court that restraining the Defendants therein jointly and severally from in any manner dealing with, disposing of or parting with the suit premises.



- (iv) The Plaintiff in the said Suit has also taken out a Notice of Motion being Notice of Motion No. 223 of 2014 wherein pending the hearing and final disposal of the Suit, the Plaintiff has, inter alia, sought for (i) an order of injunction of the Hon'ble Court restraining the Defendants jointly and severally, their servants, agents and any other person claiming through them from in any manner dealing with or disposing of or parting with the suit premises
- (v) By and under an Order dated 1<sup>st</sup> December, 2014 passed by His Lordship the Hon'ble Mr. Justice S.C.Gupte, inter alia, in the Notice of Motion bearing No 223 of 2014 in Suit No.118 of 2014, the said Notice of Motion was dismissed.
- (vi) The said Suit No 118 of 2014 is pending.

**44. Suit No. 119 of 2014**

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- (i) By and under a letter dated 29<sup>th</sup> March, 2010 addressed by Raj Lalchandani and Sapna Lalchandani to us, Wadia Ghandy & Co., inter alia, notifying Rustomjee with respect to their claim regarding Flat No. 403 and 404 in building known as Sagar Sahwas Colony.
  - (ii) We have vide our letters dated 13<sup>th</sup> April, 2010 and 28<sup>th</sup> April, 2010 given a reply to the Letter dated 26<sup>th</sup> March, 2010 addressed by Raj Lalchandani & Sapna Lalchandani.
  - (iii) Subsequent thereto, Sapna Lalchandani (the Plaintiff therein) has filed Suit No. 119 of 2014 against (i) Vaidehi Akash Housing Private Limited (Defendant No.1 therein), (ii) New D.N. Nagar Co-operative Housing Societies Union Limited (Defendant No.2 therein) and (iii) Rustomjee Realty Private Limited (Defendant No.3 therein) (collectively the Defendants therein), whereby the Plaintiff has, inter alia, sought for (i) a declaration that the Agreement dated 21<sup>st</sup> April, 2010 is valid, subsisting, binding upon all the Defendants therein and all the Defendants are jointly and severally bound and liable to provide the suit premises to the Plaintiff; (ii) direction from the Hon'ble High Court thereby directing the Defendants therein jointly and severally to construct and handover the vacant and peaceful possession of the suit premises as mentioned in the Agreement dated 21<sup>st</sup> April, 2010 to the Plaintiffs, and (iii) pending the hearing of the said Suit, a direction from the Hon'ble High Court that restraining the Defendants therein jointly and severally from in any manner dealing with, disposing of or parting with the suit premises



- (iv) The Plaintiff in the said Suit has also taken out a Notice of Motion being Notice of Motion No. 207 of 2014 wherein pending the hearing and final disposal of the Suit, the Plaintiff has, inter alia, sought for (i) an order of injunction of the Hon'ble Court restraining the Defendants jointly and severally, their servants, agents and any other person claiming through them from in any manner dealing with or disposing of or parting with the suit premises.
- (v) By and under an Order dated 1<sup>st</sup> December, 2014 passed by His Lordship the Hon'ble Mr. Justice S.C.Gupte, inter alia, in the Notice of Motion bearing No.207 of 2014 in Suit No.119 of 2014, the said Notice of Motion was dismissed.
- (vi) The said Suit No.119 of 2014 is pending.

45. Suit No. 265 of 2014

- (i) Chirag Dilip Trivedi (the Plaintiff therein) filed Suit No. 265 of 2014 against (i) Vaidehi Akash Housing Private Limited (Defendant No.1 therein), (ii) New D.N. Nagar Co-operative Housing Society (Defendant) Limited (Defendant No.2 therein) and (iii) P.S. Subramanian Private Limited (Defendant No.3 therein) (collectively the Defendants therein), whereby the Plaintiff has, inter alia, sought for (i) a declaration that a concluded contract for sale of suit flat recorded in the allotment letter dated 5<sup>th</sup> April, 2008 is valid, subsisting and binding upon all the Defendants therein and all the Defendants are jointly and severally bound and liable to provide the suit premises to the Plaintiff, (ii) direction from the Hon'ble High Court thereby directing the Defendants therein jointly and severally to construct and handover the vacant and peaceful possession of the suit premises as mentioned in the allotment letter dated 5<sup>th</sup> April, 2008 to the Plaintiffs, and (iii) pending the hearing of the said Suit, a direction from the Hon'ble High Court restraining the Defendants therein jointly and severally from in any manner dealing with, disposing of or parting with the suit premises.
- (ii) The Plaintiff in the said Suit has also taken out a Notice of Motion being Notice of Motion (L) No. 64B of 2014 wherein pending the hearing and final disposal of the Suit, the Plaintiff has, inter alia, sought for an order of injunction of the Hon'ble Court restraining the Defendants jointly and severally, their servants, agents and any other person claiming through them from in any manner dealing with or disposing of or parting with the suit premises

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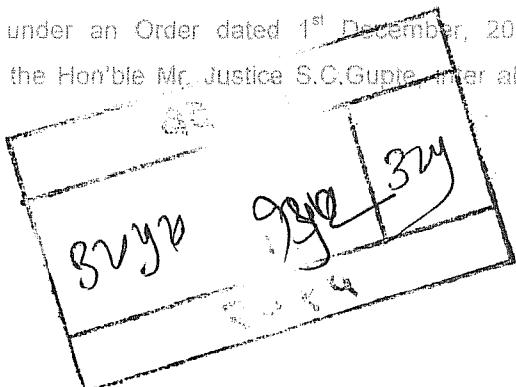
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- (iii) By and under an Order dated 1<sup>st</sup> December, 2014 passed by His Lordship the Hon'ble Mr. Justice S.C.Gupte, inter alia, in the Notice of Motion bearing (L) No.648 of 2014 in Suit No.265 of 2014, the said Notice of Motion was dismissed.
- (iv) Aggrieved by the Order dated 1<sup>st</sup> December, 2014 passed by His Lordship the Hon'ble Mr. Justice S.C.Gupte, inter alia, in the Notice of Motion bearing (L) No.648 of 2014 in Suit No.265 of 2014, the Plaintiff has filed an Appeal being Appeal No.10 of 2015. The said Appeal is pending.
- (v) The said Suit No. 265 of 2014 is pending.

**46. Suit No. 292 of 2014**

- (i) Chirag Dilip Trivedi (the Plaintiff therein) has filed Suit No. 292 of 2014 against (i) Vaidehi Akash Housing Private Limited (Defendant No.1 therein), (ii) New D.N. Nagar Co-operative Housing Societies (Union) Limited (Defendant No.2 therein) and (iii) Rustomjee Realty Private Limited (Defendant No.3 therein) (collectively the Defendants therein), whereby the Plaintiff has, inter alia, sought for (i) a declaration that a concluded contract for sale of suit flat recorded in the allotment letter dated 5<sup>th</sup> April, 2008 is valid, subsisting and binding upon all the Defendants therein and all the Defendants are jointly and severally bound and liable to provide the suit premises to the Plaintiff; (ii) direction from the Hon'ble High Court thereby directing the Defendants therein jointly and severally to construct and handover the vacant and peaceful possession of the suit premises as mentioned in the allotment letter dated 5<sup>th</sup> April, 2008 to the Plaintiffs, and (iii) pending the hearing of the said Suit, a direction from the Hon'ble High Court restraining the Defendants therein jointly and severally from in any manner dealing with, disposing of or parting with the suit premises.
- (ii) The Plaintiff in the said Suit has also taken out a Notice of Motion being Notice of Motion (L) No. 645 of 2014 wherein pending the hearing and final disposal of the Suit, the Plaintiff has, inter alia, sought for an order of injunction of the Hon'ble Court restraining the Defendants jointly and severally, their servants, agents and any other person claiming through them from in any manner dealing with or disposing of or parting with the suit premises.
- (iii) By and under an Order dated 1<sup>st</sup> December, 2014 passed by His Lordship the Hon'ble Mr. Justice S.C.Gupte, inter alia, in the Notice of Motion bearing (L) No.648 of 2014 in Suit No.265 of 2014, the said Notice of Motion was dismissed.

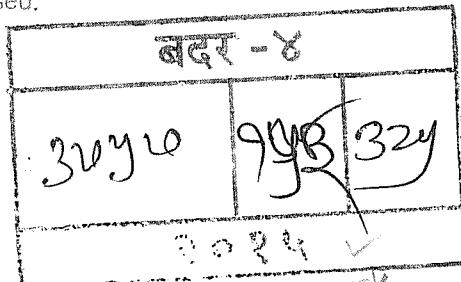


Motion bearing (L) No.645 of 2014 in Suit No.292 of 2014, the said Notice of Motion was dismissed.

- (iv) Aggrieved by the Order dated 1<sup>st</sup> December, 2014 passed by His Lordship the Hon'ble Mr Justice S.C.Gupte, inter alia, in the Notice of Motion bearing (L) No 645 of 2014 in Suit No 292 of 2014, the Plaintiff has filed an Appeal being Appeal No 3 of 2015. The said Appeal is pending
- (v) The said Suit No 292 of 2014 is pending

**47. Suit No. 278 of 2014**

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- (i) Jayashree Vilas Kharche (the Plaintiff therein) has filed Suit No. 278 of 2014 against (i) Vaidehi Akash Housing Private Limited (Defendant No.1 therein), (ii) New D.N. Nagar Co-operative Housing Societies (Union) Limited (Defendant No 2 therein) and (iii) Ruston & Realty Private Limited (Defendant No.3 therein) (collectively the Defendants) (Hence), whereby the Plaintiff has, inter alia, sought from the Court a direction that a concluded contract for sale of suit premises re: Settlement Agreement dated 15<sup>th</sup> September, 2008 is valid, subsisting and binding upon all the Defendants therein and all the Defendants are 'jointly' and severally bound and liable to provide the suit premises to the Plaintiff; (ii) direction from the Hon'ble High Court thereby directing the Defendants therein jointly and severally to construct and handover the vacant and peaceful possession of the suit premises as mentioned in the Agreement dated 15<sup>th</sup> September, 2008 to the Plaintiffs, and (iii) pending the hearing of the said Suit, a direction from the Hon'ble High Court restraining the Defendants therein jointly and severally from in any manner dealing with, disposing of or parting with the suit premises.
  - (ii) The Plaintiff in the said Suit has also taken out a Notice of Motion being Notice of Motion (L) No. 655 of 2014 wherein pending the hearing and final disposal of the Suit, the Plaintiff has, inter alia, sought for an order of injunction of the Hon'ble Court restraining the Defendants jointly and severally, their servants, agents and any other person claiming through them from in any manner dealing with or disposing of or parting with the suit premises.
  - (iii) By and under an Order dated 1<sup>st</sup> December, 2014 passed by His Lordship the Hon'ble Mr. Justice S.C.Gupte, inter alia, in the Notice of Motion bearing (L) No.655 of 2014 in Suit No.278 of 2014, the said Notice of Motion was dismissed.



(iv) The said Suit No. 278 of 2014 is pending.

48. Suit No. 291 of 2014

(i) Jayashree Vilas Kharche (the Plaintiff therein) has filed Suit No. 291 of 2014 against (i) Vaidehi Akash Housing Private Limited (Defendant No.1 therein), (ii) New D.N. Nagar Co-operative Housing Societies (Union) Limited (Defendant No.2 therein) and (iii) Rustomjee Realty Private Limited (Defendant No.3 therein) (collectively the Defendants therein), whereby the Plaintiff has, inter alia, sought for (i) a declaration that a concluded contract for sale of suit premises recorded in the Agreement dated 15<sup>th</sup> September, 2008 is valid, subsisting and binding upon all the Defendants therein and all the Defendants are jointly and severally bound and liable to provide the suit premises to the Plaintiff; (ii) direction from the Hon'ble High Court thereby directing the Defendants therein jointly and severally to construct and handover the vacant and peaceful possession of the suit premises as mentioned in the Agreement dated 15<sup>th</sup> September, 2008 to the Plaintiffs, and (iii) pending the hearing of the said Suit, a direction from the Hon'ble High Court restraining the Defendants therein jointly and severally from in any manner dealing with, disposing of or parting with the suit premises.



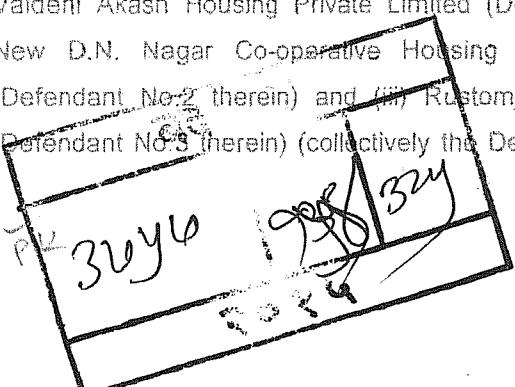
The Plaintiff in the said Suit has also taken out a Notice of Motion being Notice of Motion (L) No. 644 of 2014 wherein pending the hearing and final disposal of the Suit, the Plaintiff has, inter alia, sought for an order of injunction of the Hon'ble Court restraining the Defendants jointly and severally, their servants, agents and any other person claiming through them from in any manner dealing with or disposing of or parting with the suit premises.

(iii) By and under an Order dated 1<sup>st</sup> December, 2014 passed by His Lordship the Hon'ble Mr. Justice S.C.Gupte, inter alia, in the Notice of Motion bearing (L) No.644 of 2014 in Suit No.291 of 2014, the said Notice of Motion was dismissed.

(iv) The said Suit No. 291 of 2014 is pending

49. Suit No.293 of 2014

(i) Prehlad Ahuja (the Plaintiff) has filed Suit No. 293 of 2014 against (i) Vaidehi Akash Housing Private Limited (Defendant No.1 therein), (ii) New D.N. Nagar Co-operative Housing Societies (Union) Limited (Defendant No.2 therein) and (iii) Rustomjee Realty Private Limited (Defendant No.3 therein) (collectively the Defendants therein), whereby



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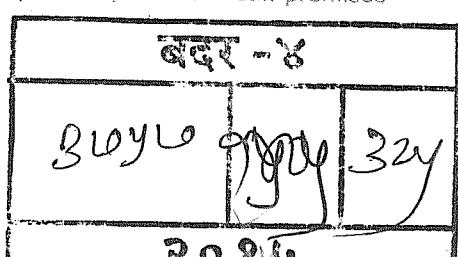
the Plaintiff has, inter alia, sought for (i) a declaration that a concluded contract for sale of suit premises recorded in the allotment letter dated 20<sup>th</sup> June, 2008 is valid, subsisting and binding upon all the Defendants therein and all the Defendants are jointly and severally bound and liable to provide the suit premises to the Plaintiff; (ii) direction from the Hon'ble High Court thereby directing the Defendants therein jointly and severally to construct and handover the vacant and peaceful possession of the suit premises as mentioned in the allotment letter dated 20<sup>th</sup> June, 2008 to the Plaintiffs, and (iii) pending the hearing of the said Suit, a direction from the Hon'ble High Court restraining the Defendants therein jointly and severally from in any manner dealing with, disposing of or parting with the suit premises.

- (ii) The Plaintiff in the said Suit has also taken out a Notice of Motion being Notice of Motion (L) No. 651 of 2014 wherein pending the hearing and final disposal of the Suit, the Plaintiff has, inter alia, obtained an order of injunction of the Hon'ble Court restraining the Defendants, jointly and severally, their servants, agents and any other person dealing through them from in any manner dealing with or disposing of or parting with the suit premises.
- (iii) By and under an Order dated 1<sup>st</sup> December, 2014 by His Lordship the Hon'ble Mr. Justice S.C.Gupte, inter alia, in the Notice of Motion bearing (L) No.651 of 2014 in Suit No.293 of 2014, the said Notice of Motion was dismissed.
- (iv) The said Suit No. 293 of 2014 is pending

**50. Suit No. 244 of 2014**

- (i) Nita Mukund Butala and Mukund Chunnilal Butala (the Plaintiffs therein) have filed Suit No. 244 of 2014 against (i) Vaidehi Akash Housing Private Limited (Defendant No.1 therein), (ii) New D.N. Nagar Co-operative Housing Societies (Union) Limited (Defendant No.2 therein) and (iii) Rustomjee Realty Private Limited (Defendant No.3 therein) (collectively the Defendants therein), whereby the Plaintiffs have, inter alia, sought for (i) a declaration that a concluded contract for sale of suit premises recorded in the allotment letter dated 14<sup>th</sup> February, 2008 is valid, subsisting and binding upon all the Defendants therein and all the Defendants are jointly and severally bound and liable to provide the suit premises to the Plaintiff, (ii) direction from the Hon'ble High Court thereby directing the Defendants therein jointly and severally to construct and handover the vacant and peaceful possession of the suit premises

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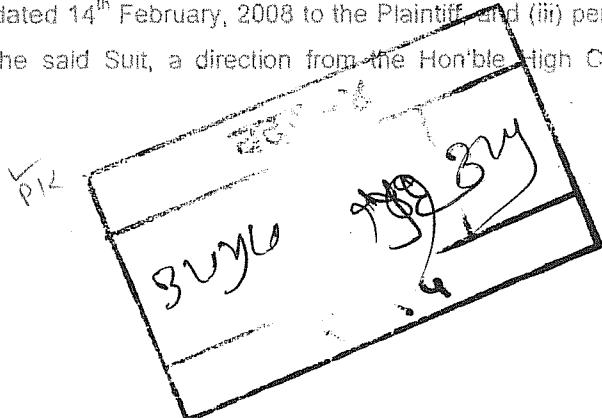
as mentioned in the allotment letter dated 14<sup>th</sup> February, 2008 to the Plaintiffs, and (iii) pending the hearing of the said Suit, a direction from the Hon'ble High Court restraining the Defendants therein jointly and severally from in any manner dealing with, disposing of or parting with the suit premises and/or any other similar flat of the same area;

- (ii) The Plaintiffs in the said Suit have also taken out a Notice of Motion being Notice of Motion No. 429 of 2014 wherein pending the hearing and final disposal of the Suit, the Plaintiffs have, inter alia, sought for an order of injunction of the Hon'ble Court restraining the Defendants jointly and severally, their servants, agents and any other person claiming through them from in any manner dealing with or disposing of or parting with the suit premises.
- (iii) By and under an Order dated 1<sup>st</sup> December, 2014 passed by His Lordship the Hon'ble Mr. Justice S.C.Gupte, inter alia, in the Notice of Motion bearing No.429 of 2014 in Suit No 244 of 2014, the said Notice of Motion was dismissed
- (iv) Aggrieved by the Order dated 1<sup>st</sup> December, 2014 passed by His Lordship the Hon'ble Mr. Justice S.C.Gupte, inter alia, in the Notice of Motion bearing No.429 of 2014 in Suit No.244 of 2014, the Plaintiffs have filed an Appeal being Appeal No.8 of 2015. The said Appeal is pending.

The said Suit No 244 of 2014 is pending

No. 280 of 2014

Mukesh Manilal Shah (the Plaintiff therein) has filed Suit No. 280 of 2014 against (i) Vaidehi Akash Housing Private Limited (Defendant No.1 therein), (ii) New D.N. Nagar Co-operative Housing Societies (Union) Limited (Defendant No.2 therein) and (iii) Rustomjee Realty Private Limited (Defendant No.3 therein) (collectively the Defendants therein), whereby the Plaintiffs have, inter alia, sought for (i) a declaration that a concluded contract for sale of suit premises recorded in the allotment letter dated 14<sup>th</sup> February, 2008 is valid, subsisting and binding upon all the Defendants therein and all the Defendants are jointly and severally bound and liable to provide the suit premises to the Plaintiff; (ii) direction from the Hon'ble High Court thereby directing the Defendants therein jointly and severally to construct and handover the vacant and peaceful possession of the suit premises as mentioned in the allotment letter dated 14<sup>th</sup> February, 2008 to the Plaintiff and (iii) pending the hearing of the said Suit, a direction from the Hon'ble High Court restraining the

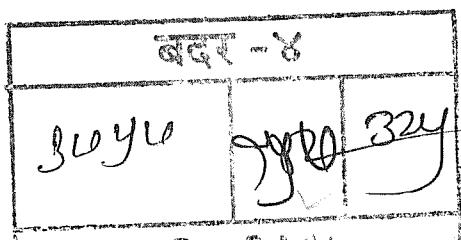


Defendants therein jointly and severally from in any manner dealing with disposing of or parting with the suit premises and/or any other similar flat of the same area

- (ii) The Plaintiff in the said Suit has also taken out a Notice of Motion being Notice of Motion (L) No. 643 of 2014 wherein pending the hearing and final disposal of the Suit, the Plaintiff has, inter alia, sought for an order of injunction of the Hon'ble Court restraining the Defendants jointly and severally, their servants, agents and any other person claiming through them from in any manner dealing with or disposing of or parting with the suit premises.
- (iii) By and under an Order dated 1<sup>st</sup> December, 2014 passed by His Lordship the Hon'ble Mr. Justice S.C.Gupte, inter alia, in the Notice of Motion bearing (L) No.643 of 2014 in Suit No.280 of 2014, the said Notice of Motion was dismissed.
- (iv) The said Suit No. 280 of 2014 is pending

#### 52. Suit No. 328 of 2014

- (i) Ashok I. Bhojwani and Parpati I. Bhojwani (the Plaintiffs therein) have filed Suit No. 328 of 2014 against (i) Wardhi Akash Housing Private Limited (Defendant No.1 therein), (ii) M.V.N. Nagar Cooperative Housing Societies (Union) Limited (Defendant No.2 therein) and (iii) Rustomjee Realty Private Limited (Defendant No.3 therein) (collectively the Defendants therein), whereby the Plaintiffs have, inter alia, sought for (i) a declaration that a concluded contract for sale of suit premises recorded in the Agreement dated 30<sup>th</sup> November, 2007 is valid, subsisting and binding upon all the Defendants therein and all the Defendants are jointly and severally bound and liable to provide the suit premises to the Plaintiffs; (ii) direction from the Hon'ble High Court thereby directing the Defendants therein jointly and severally to construct and handover the vacant and peaceful possession of the suit premises as mentioned in the Agreement dated 30<sup>th</sup> November, 2007 to the Plaintiffs, and (iii) pending the hearing of the said Suit, a direction from the Hon'ble High Court restraining the Defendants therein jointly and severally from in any manner dealing with, disposing of or parting with the suit premises and/or any other similar flat of the same area.
- (ii) The Plaintiffs in the said Suit has also taken out a Notice of Motion being Notice of Motion (L) No. 649 of 2014 wherein pending the hearing and final disposal of the Suit, the Plaintiffs have, inter alia, sought for an order



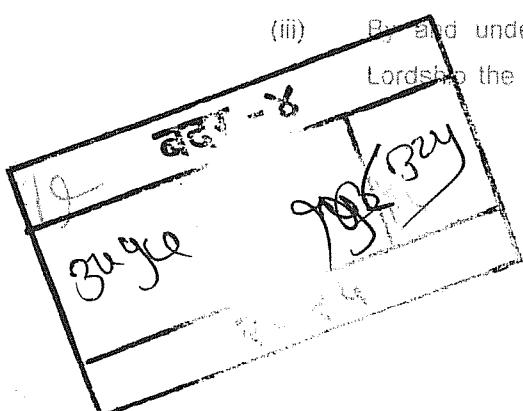
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of injunction of the Hon'ble Court restraining the Defendants jointly and severally, their servants, agents and any other person claiming through them from in any manner dealing with or disposing of or parting with the suit premises.

- (iii) By and under an Order dated 1<sup>st</sup> December, 2014 passed by His Lordship the Hon'ble Mr Justice S.C.Gupte, inter alia, in the Notice of Motion bearing (L) No.649 of 2014 in Suit No.328 of 2014, the said Notice of Motion was dismissed
- (iv) The said Suit No. 328 of 2014 pending

53. Suit No. 242 of 2014

- (i) Sarita Sharma (the Plaintiff therein) has filed Suit No. 242 of 2014 against (i) Vaidehi Akash Housing Private Limited (Defendant No.1 therein), (ii) New D.N. Nagar Co-operative Housing Societies (Union) Limited (Defendant No.2 therein) and (iii) Rustomjee Realty Private Limited (Defendant No.3 therein) (collectively the Defendants therein), whereby the Plaintiff has, inter alia, sought for (i) a declaration that a concluded contract for sale of suit premises recorded in the allotment letter dated 11<sup>th</sup> October, 2006 is valid, subsisting and binding upon all the Defendants therein and all the Defendants are jointly and severally bound and liable to provide the suit premises to the Plaintiff; (ii) direction from the Hon'ble High Court thereby directing the Defendants therein jointly and severally to construct and handover the vacant and peaceful possession of the suit premises as mentioned in the allotment letter dated 11<sup>th</sup> October, 2006 to the Plaintiff, and (iii) pending the hearing of the said Suit, a direction from the Hon'ble High Court restraining the Defendants therein jointly and severally from in any manner dealing with, disposing of or parting with the suit premises and/or any other similar flat of the same area.
- (ii) The Plaintiff in the said Suit has also taken out a Notice of Motion being Notice of Motion No. 419 of 2014 wherein pending the hearing and final disposal of the Suit, the Plaintiff has, inter alia, sought for an order of injunction of the Hon'ble Court restraining the Defendants jointly and severally, their servants, agents and any other person claiming through them from in any manner dealing with or disposing of or parting with the suit premises.
- (iii) By and under an Order dated 1<sup>st</sup> December, 2014 passed by His Lordship the Hon'ble Mr. Justice S.C.Gupte, inter alia, in the Notice of



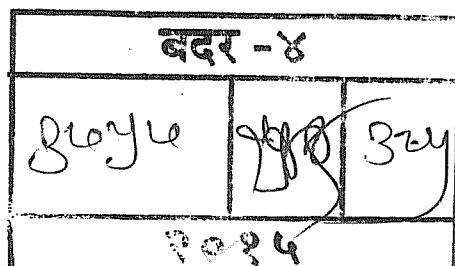
Motion bearing No 419 of 2014 in Suit No.242 of 2014, the said Notice of Motion was dismissed

- (iv) The said Suit No. 242 of 2014 is pending

54. Suit No.223 of 2014

- (i) Sarita Sharma (the Plaintiff therein) has filed Suit No. 223 of 2014 against (i) Vaidehi Akash Housing Private Limited (Defendant No.1 therein), (ii) New D.N Nagar Co-operative Housing Societies (Union) Limited (Defendant No 2 therein) and (iii) Rustomjee Realty Private Limited (Defendant No.3 therein) (collectively the Defendants therein), whereby the Plaintiff has, inter alia, sought for (i) a declaration that a concluded contract for sale of suit premises recorded in the allotment letter dated 11<sup>th</sup> October, 2006 is valid, subsisting and binding upon all the Defendants therein and all the Defendants are jointly and severally bound and liable to provide the suit premises to the Plaintiff, (ii) a direction from the Hon'ble High Court thereby directing the Defendants therein jointly and severally to construct and handover the vacant and peaceful possession of the suit premises as mentioned in the Allotment Letter dated 11<sup>th</sup> October, 2006 to the Plaintiff, and (iii) pending the hearing of the said Suit, a direction from the Hon'ble High Court restraining the Defendants therein jointly and severally from (a) any manner dealing with, disposing of or parting with the suit premises and/or (b) any similar flat of the same area
- (ii) The Plaintiff in the said Suit has also taken out a Notice of Motion being Notice of Motion No. 417 of 2014 wherein pending the hearing and final disposal of the Suit, the Plaintiff has, inter alia, sought for an order of injunction of the Hon'ble Court restraining the Defendants jointly and severally, their servants, agents and any other person claiming through them from in any manner dealing with or disposing of or parting with the suit premises.
- (iii) By and under an Order dated 1<sup>st</sup> December, 2014 passed by His Lordship the Hon'ble Mr. Justice S.C.Gupte, inter alia, in the Notice of Motion bearing No.417 of 2014 in Suit No.223 of 2014, the said Notice of Motion was dismissed.
- (iv) The said Suit No. 223 of 2014 is pending

55. Suit (L) No.286 of 2014



- (i) Ajay Shah (the Plaintiff therein) has filed Suit (L) No. 286 of 2014 against (i) Vaidehi Akash Housing Private Limited (Defendant No.1 therein), (ii) New D.N. Nagar Co-operative Housing Societies (Union) Limited (Defendant No.2 therein), (iii) Rustomjee Realty Private Limited (Defendant No.3 therein) and (iv) Maharashtra Housing Development Authority (Defendant No.4 therein) (collectively the Defendants therein), whereby the Plaintiff has, inter alia, sought for (i) a declaration that a concluded contract for sale of suit premises recorded in the Agreement for Sale dated 7<sup>th</sup> May, 2009 is valid, subsisting and binding upon all the Defendants therein and all the Defendants are jointly and severally bound and liable to provide the suit premises to the Plaintiff; (ii) direction from the Hon'ble High Court thereby directing the Defendants therein jointly and severally to construct and handover the vacant and peaceful possession of the suit premises as mentioned in the Agreement for Sale dated 7<sup>th</sup> May, 2009 to the Plaintiffs, and (iii) pending the hearing of the said Suit, a direction from the Hon'ble High Court restraining the Defendants therein jointly and severally from in any manner dealing with, disposing of or parting with the suit premises.
- (ii) The Plaintiff in the said Suit has also taken out a Notice of Motion being Notice of Motion (L) No. 724 of 2014 wherein pending the hearing and final disposal of the Suit, the Plaintiff has, inter alia, sought for an order of injunction of the Hon'ble Court restraining the Defendants jointly and severally, their servants, agents and any other person claiming through them from in any manner dealing with or disposing of or parting with the suit premises.
- (iii) The Notice of Motion (L) No.724 of 2014 and the captioned Suit though forming part of the Order dated 1<sup>st</sup> December, 2014 passed by His Lordship the Hon'ble Mr. Justice S.C.Gupte were disposed of by the Prothonotary and Senior Master on 26<sup>th</sup> August, 2014 on the grounds of rejection under the provisions of the High Court Original Side Rule No.986.

**56. Suit (L) No.285 of 2014**

- (i) Kaifak Medicare Pvt. Ltd. (the Plaintiff therein) has filed Suit (L) No. 285 of 2014 against (i) Vaidehi Akash Housing Private Limited (Defendant No.1 therein), (ii) New D.N. Nagar Co-operative Housing Societies (Union) Limited (Defendant No.2 therein), and (iii) Rustomjee Realty Private Limited (Defendant No.3 therein) (collectively the Defendants therein), whereby the Plaintiff has, inter alia, sought for (i) a declaration

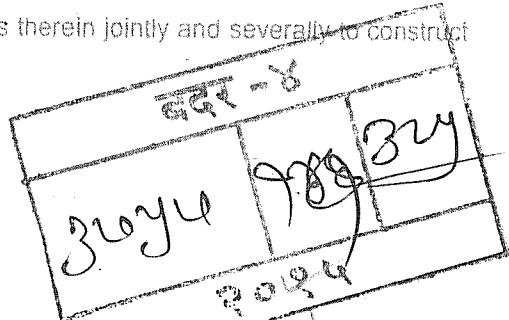


that a concluded contract for sale of suit premises recorded in the Agreement for Sale dated 15<sup>th</sup> April, 2008 is valid, subsisting and binding upon all the Defendants therein and all the Defendants are jointly and severally bound and liable to provide the suit premises to the Plaintiff; (ii) direction from the Hon'ble High Court thereby directing the Defendants therein jointly and severally to construct and handover the vacant and peaceful possession of the suit premises as mentioned in the Agreement for Sale dated 15<sup>th</sup> April, 2008 to the Plaintiff, and (iii) pending the hearing of the said Suit, a direction from the Hon'ble High Court restraining the Defendants therein jointly and severally from in any manner dealing with, disposing of or parting with the suit premises.

- (ii) The Plaintiff in the said Suit has also taken out a Notice of Motion being Notice of Motion (L) No. 722 of 2014 wherein during the hearing and final disposal of the Suit, the Plaintiff, *inter alia*, sought for an order of injunction of the Hon'ble Court restraining the Defendants jointly and severally, their servants, agents and any other person claiming through them from in any manner dealing with, disposing of or parting with the suit premises.
- (iii) The Notice of Motion (L) No. 722 of 2014 in the said Suit though forming part of the Order dated 1<sup>st</sup> December, 2014 passed by His Lordship the Hon'ble Mr. Justice S.C.Gupte were disposed of by the Prothonotary and Senior Master on 12<sup>th</sup> September, 2014 on the grounds of rejection under the provisions of the High Court Original Side Rule No.986.

#### 57. Suit (L) No. 287 of 2014

- (i) Dawood Khan and Altaf Khan (the Plaintiffs therein) have filed Suit (L) No. 287 of 2014 against (i) Vaidehi Akash Housing Private Limited (Defendant No.1 therein), (ii) New D.N. Nagar Co-operative Housing Societies (Union) Limited (Defendant No.2 therein), (iii) Rustomjee Realty Private Limited (Defendant No.3 therein) and (iv) Maharashtra Housing Development Authority (Defendant No.4 therein) (collectively the Defendants therein); whereby the Plaintiffs have, *inter alia*, sought for (i) a declaration that a concluded contract for sale of suit premises recorded in the Agreement for Sale dated 7<sup>th</sup> May, 2009 is valid, subsisting and binding upon all the Defendants therein and all the Defendants are jointly and severally bound and liable to provide the suit premises to the Plaintiffs; (ii) direction from the Hon'ble High Court thereby directing the Defendants therein jointly and severally to construct



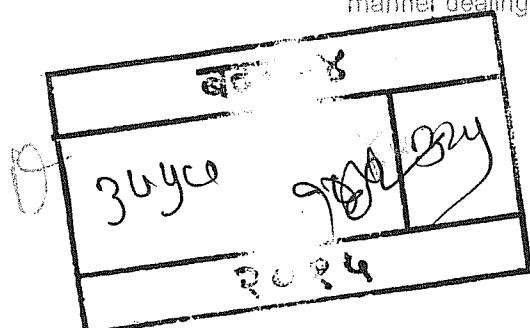
and handover the vacant and peaceful possession of the suit premises as mentioned in the Agreement for Sale dated 7<sup>th</sup> May, 2009 to the Plaintiffs; and (iii) pending the hearing of the said Suit, a direction from the Hon'ble High Court restraining the Defendants therein jointly and severally from in any manner dealing with, disposing of or parting with the suit premises

- (ii) The Plaintiffs in the said Suit have also taken out a Notice of Motion being Notice of Motion (L) No 728 of 2014 wherein pending the hearing and final disposal of the Suit, the Plaintiffs have, inter alia, sought for an order of injunction of the Hon'ble Court restraining the Defendants jointly and severally, their servants, agents and any other person claiming through them from in any manner dealing with or disposing of or parting with the suit premises.
- (iii) The Notice of Motion (L) No. 728 of 2014 and the captioned Suit though forming part of the Order dated 1<sup>st</sup> December, 2014 passed by His Lordship the Hon'ble Mr Justice S.C.Gupte were disposed of by the Prothonotary and Senior Master on 12<sup>th</sup> September, 2014 on the grounds of rejection under the provisions of the High Court Original Side Rule No.986.



Suit No. 282 of 2014

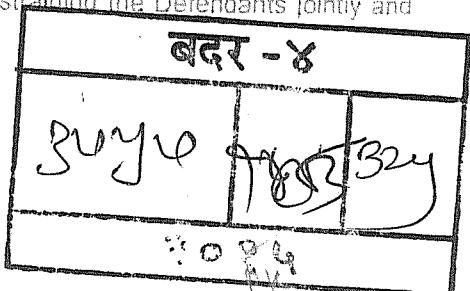
Mr. Vilas Kharche, Karta of Vilas Kharche (HUF) (the Plaintiff) has filed Suit No. 282 of 2014 against (i) Vaidehi Akash Housing Private Limited (Defendant No.1 therein), (ii) New D.N. Nagar Co-operative Housing Societies (Union) Limited (Defendant No.2 therein) and (iii) Rustomjee Realty Private Limited (Defendant No.3 therein) (collectively the Defendants therein), whereby the Plaintiff has, inter alia, sought for (i) a declaration that a concluded contract for sale of suit premises recorded in the allotment letter dated 8<sup>th</sup> August, 2008 is valid, subsisting and binding upon all the Defendants therein and all the Defendants are jointly and severally bound and liable to provide the suit premises to the Plaintiff; (ii) direction from the Hon'ble High Court thereby directing the Defendants therein jointly and severally to construct and handover the vacant and peaceful possession of the suit premises as mentioned in the allotment letter dated 8<sup>th</sup> August, 2008 to the Plaintiff, and (iii) pending the hearing of the said Suit, a direction from the Hon'ble High Court restraining the Defendants therein jointly and severally from in any manner dealing with, disposing of or parting with the suit premises.



- (ii) The Plaintiff in the said Suit has also taken out a Notice of Motion being Notice of Motion (L) No. 652 of 2014 wherein pending the hearing and final disposal of the Suit, the Plaintiff has, inter alia, sought for an order of injunction of the Hon'ble Court restraining the Defendants jointly and severally, their servants, agents and any other person claiming through them from in any manner dealing with or disposing of or parting with the suit premises.
- (iii) By and under an Order dated 1<sup>st</sup> December, 2014 passed by His Lordship the Hon'ble Mr. Justice S.C.Gupte, inter alia, in the Notice of Motion bearing (L) No.652 of 2014 in Suit No.282 of 2014, the said Notice of Motion was dismissed.
- (iv) The said Suit No. 282 of 2014 is pending.
- (v) The Plaintiff does not feature in the Affidavit dated 23rd September, 2011 filed by Vaidehi in the Vaidehi Suit.

59. Suit No. 279 of 2014

- (i) Parpati I. Bhojwani and Ashok I. Bhojwani (the Plaintiffs therein) have filed Suit No 279 of 2014 against (i) Vaidehi Akash Housing Private Limited (Defendant No.1 therein), (ii) New D.M. Housing Co-operative Housing Societies (Union) Limited (Defendant No:2 therein) and (iii) Rustomjee Realty Private Limited (Defendant No.3 therein) (collectively the Defendants therein), whereby the Plaintiffs have, inter alia, sought for (i) a declaration that a concluded contract for sale of suit premises recorded in the Agreement dated 30<sup>th</sup> November, 2007 is valid, subsisting and binding upon all the Defendants therein and all the Defendants are jointly and severally bound and liable to provide the suit premises to the Plaintiffs; (ii) direction from the Hon'ble High Court thereby directing the Defendants therein jointly and severally to construct and handover the vacant and peaceful possession of the suit premises as mentioned in the Agreement dated 30<sup>th</sup> November, 2007 to the Plaintiffs, and (iii) pending the hearing of the said Suit, a direction from the Hon'ble High Court restraining the Defendants therein jointly and severally from in any manner dealing with, disposing of or parting with the suit premises and/or any other similar flat of the same area.
- (ii) The Plaintiffs in the said Suit has also taken out a Notice of Motion being Notice of Motion (L) No. 650 of 2014 wherein pending the hearing and final disposal of the Suit, the Plaintiffs have, inter alia, sought for an order of injunction of the Hon'ble Court restraining the Defendants jointly and



severally, their servants, agents and any other person claiming through them from in any manner dealing with or disposing of or parting with the suit premises.

- (iii) By and under an Order dated 1<sup>st</sup> December, 2014 passed by His Lordship the Hon'ble Mr. Justice S.C.Gupte, inter alia, in the Notice of Motion bearing (L) No 650 of 2014 in Suit No.279 of 2014, the said Notice of Motion was dismissed.
- (iv) The said Suit No. 279 of 2014 is pending.
- (v) The Plaintiffs do not feature in the Affidavit dated 12<sup>th</sup> September, 2011 filed by Vaidehi in the Vaidehi Suit.

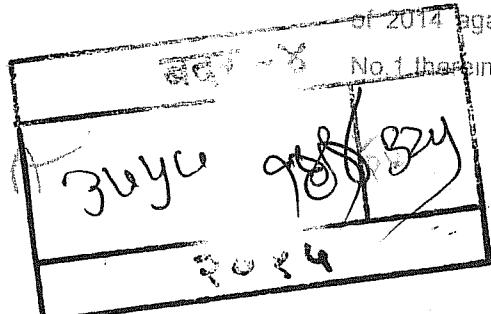
#### **60. Suit No.434 of 2014**



- (i) M/s. Eastern Overseas Corporation (the Plaintiff) has filed Suit No. 434 of 2014 against (i) Vaidehi Akash Housing Private Limited (Defendant No.1 therein), (ii) New D.N. Nagar Co-operative Housing Society (Union) Limited (Defendant No.2 therein) and (iii) Rustormjee Realty Private Limited (Defendant No.3 therein) (collectively the Defendants therein), whereby the Plaintiff has, inter alia, sought for (i) a declaration that the allotment letter dated 25<sup>th</sup> March, 2008 is valid, subsisting and binding upon all the Defendants therein; (ii) for a declaration that the Plaintiff has a first charge on the suit property and in the alternative on Flat Nos.1601 and 1602 in proposed Building No.2 to secure the sum of Rs.1.20 crores; and (iii) pending the hearing of the said Suit, a direction from the Hon'ble High Court restraining the Defendants therein jointly and severally from creating any third party rights in respect of the suit property;
- (ii) The Plaintiff in the said Suit has also taken out a Notice of Motion being Notice of Motion No. 686 of 2014 wherein pending the hearing and final disposal of the Suit, the Plaintiff has, inter alia, sought for an order of injunction of the Hon'ble Court restraining the Defendants jointly and severally, their servants, agents and any other person from creating third party rights of any nature whatsoever in respect of the suit property;
- (iii) The said Suit No. 434 of 2014 and the Notice of Motion No. 686 of 2014 are pending.

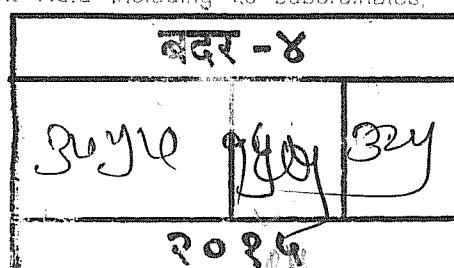
#### **61. Suit No. 322 of 2014**

- (i) One Dashrath G. Patil and 9 others (the Plaintiffs) have filed Suit No. 322 of 2014 against (i) Vaidehi Akash Housing Private Limited (Defendant No.1 therein), (ii) New D.N. Nagar Co-operative Housing Society (Union)



Limited (Defendant No.2 therein), (iii) Rustomjee Realty Private Limited (Defendant No.3 therein), (iv) Maharashtra Housing and Area Development Authority (Defendant No.4 therein), (v) Mumbai Housing and Area Development Board (Defendant No.5 therein), (vi) Executive Engineer, MHADA (Defendant No.6 therein), The Municipal Corporation of Greater Mumbai (Defendant No.7 therein), Executive Engineer, Building Proposal, K/West Ward (Defendant No.8 therein) and State Bank of India (Defendant No.9 therein), (collectively the Defendants herein), whereby the Plaintiffs have, inter alia, sought for (i) a declaration that the agreements executed by Defendant No.3 in favour of third parties for sale of premises on the suit property are illegal, null, void ab-initio and have no legal consequence; (ii) for a permanent order and injunction directing Defendant No.3, to part over vacant and peaceful possession of the suit property to Defendant No.1; (iii) for determining the hearing and final disposal of the suit, for an order and injunction restraining Defendant No.3, its subordinates, officers, agents or any person claiming through it from in any manner alienating, encumbering, developing, transferring, dealing and disposing of and/or creating third party interest in the suit property; (iv) that, for determining and final disposal of the suit, for an order and injunction restraining Defendant No.3, its subordinates, officers, agents or any person claiming through it from in any manner using, dealing with, transferring, alienating, encumbering any of the FSI granted on the suit property;

(ii) The Plaintiffs in the said Suit have also taken out a Notice of Motion being Notice of Motion No. 520 of 2014 wherein pending the hearing and final disposal of the Suit, the Plaintiff have, inter alia, sought for (i) a temporary order and injunction (a) staying the operation and implementation of the agreement dated 29<sup>th</sup> January, 2011 and the deed of mortgage dated 23<sup>rd</sup> July, 2012; (b) restraining Defendant No.3 including its subordinates, officers, agents, contractors or any person claiming through it from in any manner alienating, encumbering, developing, transferring, dealing and disposing of and/or creating any third party interest in the suit property and/or any construction thereof and/or from executing or entering into any Agreement for Sale of any premises constructed thereon; (c) restraining Defendant Nos. 4 to 6 from insisting upon any area restriction of 45 square metres on the rehab tenements on the suit property imposed in the NOC dated 22<sup>nd</sup> August, 2012; (d) restraining Defendant No.1 from granting the pro rata FSI (allotted by Defendant Nos. 4 and 5) to Defendant No.3 on the suit property; (e) restraining Defendant No.3 including its subordinates,



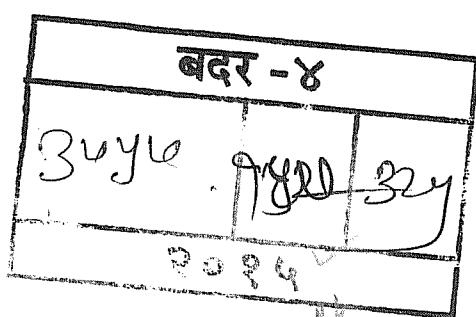
officers, agents, contractors or any person claiming through it from in any manner using, dealing with, transferring, alienating, encumbering any of the FSI granted on the suit property including the pro rata FSI allotted by Defendant Nos.4 and 5 to Defendant No.1 and/or putting up any further construction on the suit property by using any such FSI; (f) restraining Defendant Nos. 7 and 8 from issuing any further sanctions/ permissions as regards the redevelopment scheme present/ future construction on the suit property; (g) directing Defendant No.7 and 8 to immediately issue a stop work notice restraining Defendant No.3 from carrying on any further development/ construction activities and/or any other activities on the suit property; (h) restraining Defendant Nos.3 and 9 including their respective subordinates, officers, agents, etc. from in any manner disbursing/ accepting any loan pursuant to the loan transaction mentioned in the indenture of mortgage deed dated 23<sup>rd</sup> July, 2012 and/or creating any third party interest in the whole/ part of the suit property or any FSI generated thereon; (i) directing Defendant No.1 (without prejudice to the Plaintiff's rights and contentions in the captioned suit) to forthwith pay to the Plaintiffs all the arrears of rent as set out in the statement and continue to pay future rent increased as per market rate (until they are put in physical possession of their respective rehab tenements) with cheques drawn in their respective names (with quarterly payments made 15 days in advance before every quarter) and hand over the same to the Plaintiffs' advocate; (j) directing Defendant Nos.1, 3 to 6 to allow the Plaintiffs' representatives/ Advocate to inspect the redevelopment work (without prejudice to the Plaintiffs' rights and contentions in the captioned suit) of the suit property at periodic intervals, as and when reasonably required by the Plaintiffs (ii) a temporary order and injunction thereby direction Defendant No.3 to (a) deposit a sum of Rs 94,68,43,040/- (Rupees Ninety Four Crore Sixty Eight Lakh Forty Three Thousand Forty only) for the price of the pro rata FSI of 1,72,153.28 square feet at the rate of Rs.5,500/- per square foot to Defendant No.1 as per the Supplementary Agreement dated 10<sup>th</sup> February, 2010; (b) pay arrears of rent of Rs. 6,90,000/- (Rupees Six Lakh Ninety Thousand only) to Plaintiff Nos. 1 to 7 from June 2010 upto March, 2014, (c) pay arrears of rent of Rs. 6,90,000/- (Rupees Six Lakh Ninety Thousand only) and Rs. 6,90,000/- (Rupees Six Lakh Ninety Thousand only) to Plaintiff No.10 (who originally held two flats viz. flat Nos. 235 and 236 in Building No. 4C) from June 2010 upto March 2014; (d) pay arrears of rent of Rs. 3,60,000/- (Rupees Three Lakh Sixty Thousand only) to Plaintiff Nos. 8 and 9 from April, 2012 to March, 2014;

(e) pay per every quarter commencing from April, 2014 future rent at the

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rate of Rs. 25,000/- (Rupees Twenty Five Thousand only) to Plaintiff Nos. 1 to 10 at the rate of Rs. 25,000/- (Rupees Twenty Five Thousand only) and Rs. 25,000/- (Rupees Twenty Five Thousand only) to Plaintiff No.15 by handing over cheques (drawn in the name of the concerned Plaintiffs) to the Plaintiffs' Advocate 15 days in advance before every quarter and till the Plaintiffs are handed over possession of their respective alternative accommodation; (f) provide for and pay corpus fund of Rs. 5,27,978/- (Rupees Five Lakh Twenty Seven Thousand Nine Hundred Seventy Eight only) to Plaintiff Nos. 1 to 14 and corpus fund of Rs. 5,27,978/- (Rupees Five Lakh Twenty Seven Thousand Nine Hundred Seventy Eight only) and Rs. 5,27,978/- (Rupees Five Lakh Twenty Seven Thousand Nine Hundred Seventy Eight only) to Plaintiff No.15 for the respective permanent alternate accommodation allotted to them.

- (iii) By and under an Order dated 1<sup>st</sup> December, 2014 passed by His Lordship the Hon'ble Justice S.C. Gupta, inter alia, in the aforesaid Suit, inter alia, held that the arrears of rent may be paid from the date of the Plaintiffs in the captioned Suit as also future rent from 1<sup>st</sup> December, 2011 will be paid to the Plaintiffs.
- (iv) The Plaintiffs had filed another Notice of Motion bearing (L) No.2914 of 2014 wherein pending the hearing and final disposal of the Suit, the Plaintiff have, inter alia, sought for (i) an order of the Hon'ble Court to direct Defendant No.1 and Defendant No.3 to comply with the order dated 1<sup>st</sup> December, 2014 in Notice of Motion No.520 of 2014; (ii) an order from the Hon'ble Court to direct Defendant No.1 to send the cheques to the Plaintiffs for alternate accommodation to the Advocates for the Plaintiff as per the earlier order of this Hon'ble Court dated 9<sup>th</sup> December, 2013; (iii). Costs of the Notice of Motion be provided for; and (iv) such further and other reliefs as the nature and circumstances of the case may require be granted. The aforesaid Notice of Motion came up on board on 7<sup>th</sup> January, 2015 before His Lordship the Hon'ble Justice G.S. Patel. At the said time, the Advocate for the Plaintiffs requested the Hon'ble Court to grant them leave to withdraw the same. Hence, by and under an order dated 7<sup>th</sup> January, 2015, His Lordship the Hon'ble Justice G.S. Patel, inter alia, granted leave to the Plaintiffs to withdraw the aforesaid Notice of Motion.
- (v) The said Suit No. 322 of 2014 and Notice of Motion No.520 of 2014 are pending.

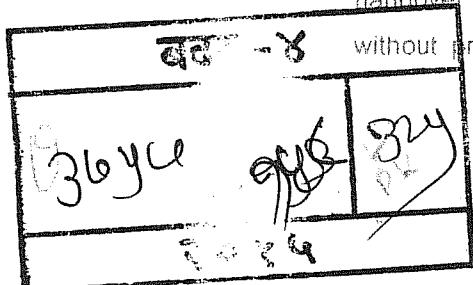


62. Suit No. 323 of 2014

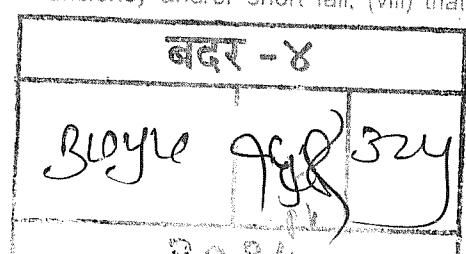
- (i) Mr. Subhash Nagidas Rana (the Plaintiff) has filed Suit No. 323 of 2014 against (i) Vaidehi Akash Housing Private Limited (Defendant No.1 therein), (ii) New D.N. Nagar Sagar Sahwas Colony CHS Limited (Defendant No.2 therein) and (iii) Rustomjee Realty Private Limited (Defendant No 3 therein) (collectively the Defendants therein), whereby the Plaintiff has, inter alia, sought for (i) a declaration that a concluded contract for sale of suit premises recorded in the allotment letter dated 28<sup>th</sup> October, 2008 is valid, subsisting and binding upon all the Defendants therein and all the Defendants are jointly and severally bound and liable to comply with their obligations under the Letter of Allotment; (ii) direction from the Hon'ble High Court thereby directing the Defendants therein jointly and severally to construct and handover the vacant and peaceful possession of the suit premises as mentioned in the allotment letter dated 28<sup>th</sup> October, 2008 to the Plaintiff, and (iii) pending the hearing of the said Suit, a direction from the Hon'ble High Court restraining the Defendants therein jointly and severally from in any manner dealing with, disposing of or creating any third party rights with respect to the suit premises.
- (ii) The Plaintiff in the said Suit has not taken out any Notice of Motion till date.
- (iii) The said Suit No. 323 of 2014 is pending

63. Suit No. 576 of 2014

- (i) Mrs. Hina Shernikumar Shah (the Plaintiff) has filed Suit No.576 of 2014 against (i) Vaidehi Akash Housing Private Limited (Defendant No.1 therein), (ii) Rustomjee Realty Private Limited (Defendant No.2 therein) and (iii) New D.N. Nagar Co-operative Housing Society Union Limited (Defendant No.3 therein) (collectively the Defendants therein), whereby the Plaintiff has, inter alia, sought for (i) a declaration that there exists a valid, subsisting, binding and enforceable agreement/ contract dated 18<sup>th</sup> February, 2008 executed between Defendant No.1 and the Plaintiff for the sale and transfer of the suit flat; (ii) a declaration that the Plaintiff has duly performed all her obligations under the suit agreement, including payment of the entire consideration payable under the suit agreement; (iii) a declaration that the Defendants are holding the suit flat in trust for and on behalf of the Plaintiff and further it shall be bound and liable to handover possession of the suit flat to the Plaintiff; (iv) a declaration that without prejudice to the primary relief of specific performance in any



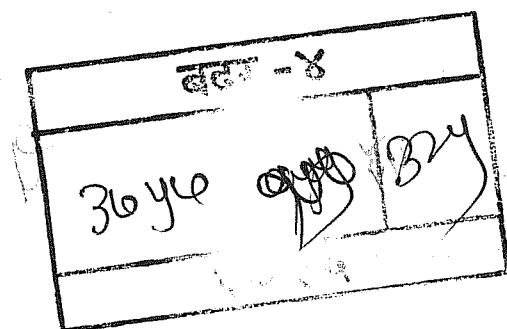
event, the Plaintiff has, in law, a charge, against the Defendants for repayment of the purchase price and consideration and all the claims, including the damages made herein in the suit flat for recovery of the claims of the plaintiff and/ or is entitled to enforce the said charge, by having the suit flat sold and the sale proceeds to the extent of the Plaintiff's claim, including interest and costs be paid over to the Plaintiff from the said sale proceeds; (v) a decree of specific performance of the suit agreement dated 18<sup>th</sup> February, 2008 ordering and directing Defendant Nos. 1 and 2 to deliver physical, vacant and peaceful possession of the suit flat together with one car parking to the Plaintiff and execute all necessary deeds, documents and/or writing and perform all acts necessary for more effectual performance of the same and/or pass such orders and/or directions as are necessary for the purposes of enforcing the Plaintiff's charge or in the alternative in the event of suit building and the suit flat is not constructed by Defendants Nos. 1 and 2 due to change in the layout and/or due to planning constraint, in such event Defendant Nos. 1 and 2 to construct a flat measuring 540 square feet carpet area in any sale building to be constructed first on the suit property, and to execute all necessary agreement for sale, deeds, documents and/or writing and perform all acts necessary for more effectual performance of the same and/or pass such orders and/or directions as are necessary for the purposes of enforcing the Plaintiff's charge; (vi) a decree against Defendant No. 1 and 2 in the sum of Rs. 2,29,64,750/- (Rupees Two Crore Twenty Nine Lakh Sixty Four Thousand Seven Hundred Fifty only) together with interest at the rate of 18% p.a. from the date thereof till payment and/or realization, only in the event of the Hon'ble Court not being inclined to order specific performance of the suit agreement; (vii) that only in the event the Hon'ble High Court not being inclined to order specific performance of the suit agreement (a) that the Hon'ble Court may be pleased to pass an order directing the Defendants to pay the aforesaid amounts within such time as may be fixed by the Hon'ble Court and in the event of the Defendants failing to make such payment within such time, the Hon'ble Court be pleased to pass an order directing the sale of the suit flat under the directions of the Hon'ble Court; (b) the Hon'ble Court may be further pleased to direct that the sale proceeds so received be paid over to the Plaintiff to the extent of the Plaintiff's claim set out above; (c) that in the event of the said sale proceeds not being sufficient to meet the Plaintiff's claim, in such an event, a personal decree be passed against the Defendants to the extent of such deficiency and/or short fall; (viii) that



Defendant Nos. 1 and 2 whether by itself, or through their agent or servant or otherwise be directed by a mandatory order and injunction of the Hon'ble Court to forthwith (a) put the Plaintiff in physical, vacant and peaceful possession of the suit flat and/or a flat admeasuring 540 square feet carpet area in any of the sale building first to be constructed on the suit property together with one car parking; (ix) that pending the hearing and final disposal of the suit, the Hon'ble Court be pleased to make and pass the following interlocutory orders (a) that the Court Receiver, High Court, Bombay be appointed as receiver of the suit flat together with one car parking with all powers under Order XL Rule 1 of the Code of Civil Procedure, 1908 including the power of sale, when completed with a specific direction to take possession of the suit flat and deliver the same to the Plaintiff and thereupon stand discharged without taking accounts; (b) that Defendant Nos. 1 and 2 whether by itself or through its agent or servant or otherwise be restrained by an order and injunction of the Hon'ble Court from selling, transferring, alienating, creating any third party rights or otherwise encumbering or parting with possession of the suit flat; (c) that Defendant Nos. 1 and 2 be directed to reserve for the Plaintiff one flat admeasuring 540 square feet carpet area in any of the sale building first to be constructed on the suit property together with one car parking.

(vi) The Plaintiff in the said Suit has also taken out a Notice of Motion being Notice of Motion (L) No. 1577 of 2014 wherein pending the hearing and final disposal of the Suit, the Plaintiff has, inter alia, sought for the following interlocutory orders :- (a) that that the Court Receiver, High Court, Bombay be appointed as receiver of the suit flat together with one car parking with all powers under Order XL Rule 1 of the Code of Civil Procedure, 1908 including the power of sale, when completed with a specific direction to take possession of the suit flat and deliver the same to the Plaintiff and thereupon stand discharged without taking accounts; (b) that Defendant Nos. 1 and 2 whether by itself or through its agent or servant or otherwise be restrained by an order and injunction of the Hon'ble Court from selling, transferring, alienating, creating any third party rights or otherwise encumbering or parting with possession of the suit flat.

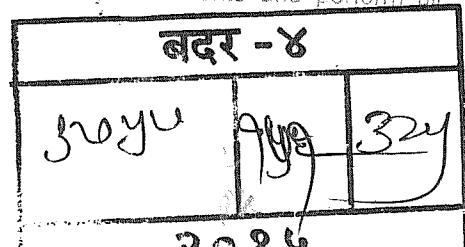
(vii) The said Suit No. 576 of 2014 and the Notice of Motion (L) No. 1577 of 2014 are pending.



(viii) The ratio of the Order dated 1<sup>st</sup> December, 2014 passed by His Lordship Mr. Justice S C Gupte will be applicable to Notice of Motion (L) No. 1577 of 2014 filed in Suit No.576 of 2014

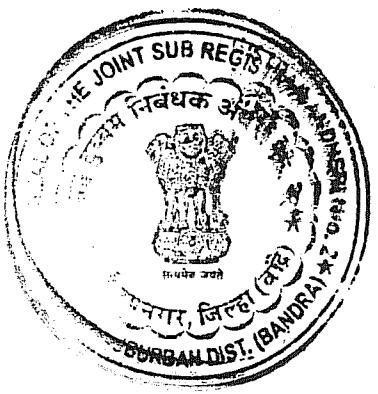
64. Suit No.440 of 2014

(i) Vijay Poddar (the Plaintiff therein) has filed Suit No.440 of 2014 against (i) Vaidehi Akash Housing Private Limited (Defendant No.1 therein), (ii) Rustomjee Realty Private Limited (Defendant No.2 therein) and (iii) New D.N Nagar Co-operative Housing Societies Union Limited (Defendant No.3 therein) (collectively the Defendants therein) whereby the Plaintiff has, inter alia, sought for (i) a declaration that there exists a valid, subsisting, binding and enforceable agreement (entitled to be executed between Defendant No.1 (Vaidehi) and the Plaintiff with respect to the suit premises; (ii) a declaration that the Plaintiff has duly performed all his obligations under the suit agreement including payment of amounts under the suit agreement; (iii) a declaration that Defendant No.1 (Vaidehi) has illegally and without any lawful justification refused to perform its obligations viz execute and admit execution of a formal Agreement for Sale of the suit premises under MOFA under the suit agreement and has continued to refuse to execute the agreement in favour of the Plaintiff of the suit premises; (iv) a declaration that Defendant No 1 (Vaidehi) is therefore in breach of the suit agreement; (v) a declaration that Defendant No.2 (Rustomjee) is holding the suit premises in trust for and on behalf of the Plaintiff and further it shall be bound and liable to hand over possession of the same to the Plaintiff; (vi) a declaration that the Plaintiff has always been and is ready and willing to perform her obligations under the suit agreement; (vii) a declaration that the Plaintiff is entitled to specific performance of the suit agreement; (viii) a declaration that without prejudice to the relief of specific performance, the Plaintiff has a charge against Defendant No 1 (Vaidehi) for repayment of the purchase price and consideration and all the claims including the damages made therein in the suit premises for recovery of the claims of the Plaintiff and/or is entitled to the said charge by having the suit premises sold and the sale proceeds to the extent of the Plaintiff's claim including interest and cost be paid over to the Plaintiff from the said sale proceeds; (ix) an order/decrees of specific performance of the suit agreements ordering and directing Defendant No.1 (Vaidehi) to execute and admit execution of the formal agreement for sale of the suit premises and further order and direct Defendant No.1 (Vaidehi) and Defendant No.2 (Rustomjee) to deliver possession of the suit premises to the Plaintiff and execute all necessary documents and perform all

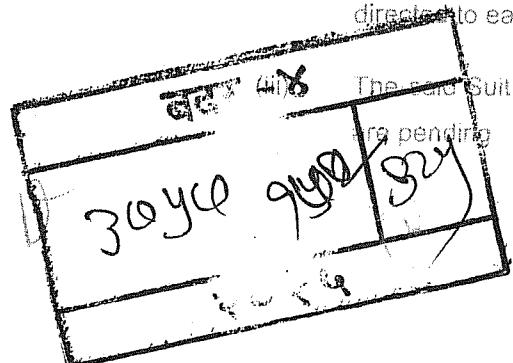


necessary acts for the purpose of enforcing the Plaintiff's charge, (x) in the alternative pass an order/decrees against Defendant No.1 (Vaidehi) for the sum of Rs.7,20,00,000/- (Rupees Seven Crore Twenty Lakh Only) together with interest at the rate of 18% pa from the date of the Suit till payment/realization; (xi) in the alternative to pay the amount of Rs.7,20,00,000/- (Rupees Seven Crore Twenty Lakh Only) within the time that may be fixed by the Hon'ble Court and in the event Vaidehi fails to make the aforesaid payment within the stipulated time to pass an order directing the sale of the suit premises; (xii) an order directing that the sale proceeds received be paid to Plaintiff to the extent of her claim, (xiii) in case the sale proceeds are insufficient to meet the Plaintiff's claim then a personal decree be passed against Vaidehi to the extent such deficiency and/or shortfall; (xiv) an order/decrees directing Vaidehi and Rustomjee to transfer and convey the suit premises to the Plaintiff; (xv) an order/decrees directing Vaidehi and Rustomjee to execute a formal agreement for sale for the suit premises under MOFA and the other necessary documents and put the Plaintiff in possession of the suit premises (xvi) pending the hearing and final disposal of the Suit, for interlocutory orders (a) that the Court Receiver, High Court, Bombay, be appointed as receiver of the suit premises with all powers under Order XL Rule 1 of the Code of Civil Procedure, 1908 including the power of sale, with a specific direction to take possession of the suit premises and deliver the same to the Plaintiff and thereupon stand discharged without taking accounts; (b) that Defendant Nos. 1 (Vaidehi) and 2 (Rustomjee) whether themselves or through their agents or servants or otherwise be restrained by an order and injunction from selling, transferring, alienating, creating any third party rights or otherwise encumbering or parting with possession of the suit premises.

- (ii) The Plaintiff in the said Suit have also taken out a Notice of Motion being Notice of Motion No. 841 of 2014 wherein pending the hearing and final disposal of the Suit, the Plaintiffs have, inter alia, sought for (i) appointment of a Court Receiver with respect to the suit premises with a specific direction to take possession; and (ii) an order of injunction of the Hon'ble Court restraining the Defendant Nos.1 and 2 therein (Vaidehi and Rustomjee) from selling, transferring, alienating, creating any third party rights or otherwise encumbering or parting with possession of the suit premises or in the alternative Defendant No.2 (Rustomjee) be directed to earmark two suit flats in the building under construction.



The said Suit No.440 of 2014 and the Notice of Motion No. 841 of 2014 are pending.



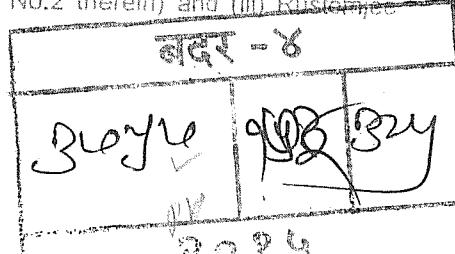
- (iv) The ratio of the Order dated 1<sup>st</sup> December, 2014 passed by His Lordship Mr. Justice S.C. Gupte will be applicable to Notice of Motion No. 841 of 2014 filed in Suit No.440 of 2014.

**65. Suit No. 710 of 2014**

- (i) Vinod Kumar Bhartia and Arun Kumar Bhartia (the Plaintiffs therein) have filed Suit No. 710 of 2014 against (i) Vaidehi Akash Housing Private Limited (Defendant No.1 therein), (ii) New D.N. Nagar Co-operative Housing Societies (Union) Limited (Defendant No.2 therein) and (iii) Rustomjee Really Private Limited (Defendant No.3 therein) (collectively the Defendants therein), whereby the Plaintiffs have, inter alia, sought for (i) a declaration that the Agreement for Sale dated 14<sup>th</sup> March, 2008 is valid, subsisting, binding upon all the Defendants therein and all the Defendants are jointly and severally bound and liable to provide the suit premises to the Plaintiff; (ii) direction from the Hon'ble High Court thereby directing the Defendants therein to construct and handover the vacant and peaceful possession of the suit premises as mentioned in the Agreement dated 14<sup>th</sup> March, 2008 to the Plaintiff; (iii) during the hearing of the said Suit, for an order and injunction of the Hon'ble High Court restraining the Defendants therein from in any manner dealing with, disposing of or parting with the suit premises.
- (ii) The Plaintiffs in the said Suit have also taken out a Notice of Motion being Notice of Motion No. 1205 of 2014 wherein pending the hearing and final disposal of the Suit, the Plaintiffs have, inter alia, sought for (i) an order of injunction of the Hon'ble Court restraining the Defendants jointly and severally, their servants, agents and any other person claiming through them from in any manner dealing with or disposing of or parting with the suit premises.
- (iii) The said Suit No.710 of 2014 and the Notice of Motion No. 1205 of 2014 are pending.
- (iv) The ratio of the Order dated 1<sup>st</sup> December, 2014 passed by His Lordship Mr. Justice S.C. Gupte will be applicable to Notice of Motion No. 1205 of 2014 filed in Suit No.710 of 2014

**66. Suit No. 723 of 2014**

- (i) Today's Infrastructure & Construction Co. (the Plaintiff therein) has filed Suit No. 723 of 2014 against (i) Vaidehi Akash Housing Private Limited (Defendant No.1 therein), (ii) New D.N. Nagar Co-operative Housing Societies (Union) Limited (Defendant No.2 therein) and (iii) Rustomjee



Realty Private Limited (Defendant No 3 therein) (collectively the Defendants therein), whereby the Plaintiff has, inter alia, sought for (i) a declaration that the Agreement for Sale dated 14<sup>th</sup> March, 2008 is valid, subsisting, binding upon all the Defendants therein and all the Defendants are jointly and severally bound and liable to provide the suit premises to the Plaintiff; (ii) direction from the Hon'ble High Court thereby directing the Defendants therein to construct and handover the vacant and peaceful possession of the suit premises as mentioned in the Agreement dated 14<sup>th</sup> March, 2008 to the Plaintiffs, and (iii) pending the hearing of the said Suit, for an order and injunction of the Hon'ble High Court restraining the Defendants therein from in any manner dealing with, disposing of or parting with the suit premises.

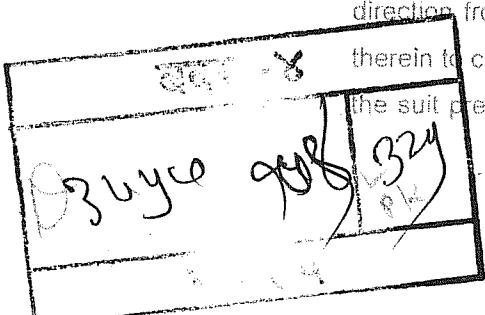
- (ii) The Plaintiff in the said Suit has also taken out a Notice of Motion being Notice of Motion No 1170 of 2014 wherein pending the hearing and final disposal of the Suit, the Plaintiff has, inter alia, sought for (i) an order of injunction of the Hon'ble Court restraining the Defendants jointly and severally, their servants, agents and any other person claiming through them from in any manner dealing with or disposing of or parting with the suit premises.

The said Suit No 723 of 2014 and the Notice of Motion No. 1170 of 2014 are pending

The ratio of the Order dated 1<sup>st</sup> December, 2014 passed by His Lordship Mr. Justice S.C. Gupte will be applicable to Notice of Motion No. 1170 of 2014 filed in Suit No 723 of 2014

67. Suit No. 709 of 2014

- (i) Amit Mahendra Chordia and Pooja Amit Chordia (the Plaintiffs therein) have filed Suit No. 709 of 2014 against (i) Vaidehi Akash Housing Private Limited (Defendant No.1 therein), (ii) New D.N. Nagar Co-operative Housing Societies (Union) Limited (Defendant No.2 therein) and (iii) Rustomjee Realty Private Limited (Defendant No.3 therein) (collectively the Defendants therein), whereby the Plaintiffs have, inter alia, sought for (i) a declaration that the allotment letter dated 29<sup>th</sup> March, 2008 and the Agreement for Sale dated 15<sup>th</sup> April, 2008 are valid, subsisting, binding upon all the Defendants therein and all the Defendants are jointly and severally bound and liable to provide the suit premises to the Plaintiff; (ii) direction from the Hon'ble High Court thereby directing the Defendants therein to construct and handover the vacant and peaceful possession of the suit premises as mentioned in the allotment letter dated 29<sup>th</sup> March,



2008 and the Agreement for Sale dated 16<sup>th</sup> April, 2008 to the Plaintiffs, and (iii) pending the hearing of the said Suit, for an order and injunction of the Hon'ble High Court restraining the Defendants therein from in any manner dealing with, disposing of or parting with the suit premises

- (ii) The Plaintiff in the said Suit has also taken out a Notice of Motion being Notice of Motion No. 1203 of 2014 wherein pending the hearing and final disposal of the Suit, the Plaintiff has, inter alia, sought for (i) an order of injunction of the Hon'ble Court restraining the Defendants jointly and severally, their servants, agents and any other person claiming through them from in any manner dealing with or disposing of or parting with the suit premises
- (iii) By and under an Order dated 16<sup>th</sup> January, 2015 passed by His Excellency the Hon'ble Mr. Justice S.C.Gupte, inter alia in the Notice of Motion bearing No.1203 of 2014 in Suit No.709 of 2014, the said Notice of Motion was dismissed
- (iv) The said Suit No.709 of 2014 is pending

68. Mona Gupta

- (i) By and under a letter dated 10<sup>th</sup> April, 2010 addressed by Mona Gupta, to us, Wadia Ghandy & Co., inter alia notifying Rustomjee Realty Private Limited with respect to her claim under the allotment letter dated 22<sup>nd</sup> October, 2007 regarding Flat No. 506 admeasuring 1800 square feet (saleable area) on the 5<sup>th</sup> floor of Tower 1 of New DN Nagar Sagar Sahwas Colony for a consideration of Rs.72,00,000/- (Rupees Seventy Two Lakhs Only) out of which an amount of Rs. 7,20,000/- (Rupees Seven Lakhs Twenty Thousand Only) by way of cheque bearing no.020127 dated 15<sup>th</sup> October, 2007 drawn on ICICI Bank has been paid.
- (ii) We have vide our Letter dated 16<sup>th</sup> June, 2010 given a reply to the Letter dated 10<sup>th</sup> April, 2010 addressed by Mona Gupta.
- (iii) Subsequent thereto, Mona Gupta (the Plaintiff) has filed Suit No. 267 of 2014 against (i) Vaidehi Akash Housing Private Limited (Defendant No.1 therein), (ii) New D.N. Nagar Co-operative Housing Societies (Union) Limited (Defendant No.2 therein) and (iii) Rustomjee Realty Private Limited (Defendant No.3 therein) (collectively the Defendants therein), whereby the Plaintiff has, inter alia, sought for (i) a declaration that a concluded contract for sale of suit premises recorded in the allotment letter dated 22<sup>nd</sup> October, 2007 is valid, subsisting and binding upon all the Defendants therein and all the Defendants are jointly and severally

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bound and liable to provide the suit premises to the Plaintiff; (ii) direction from the Hon'ble High Court thereby directing the Defendants therein jointly and severally to construct and handover the vacant and peaceful possession of the suit premises as mentioned in the allotment letter dated 22<sup>nd</sup> October, 2007 to the Plaintiffs, (iii) pending the hearing of the said Suit, a direction from the Hon'ble High Court restraining the Defendants therein jointly and severally from in any manner dealing with, disposing of or parting with the suit premises.

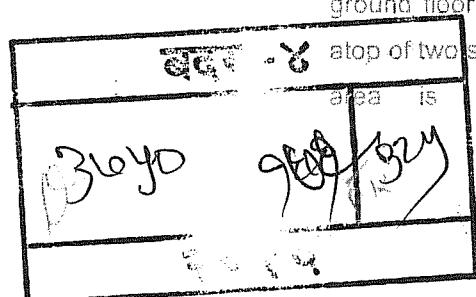
- (iv) The Plaintiff in the said Suit has also taken out a Notice of Motion being Notice of Motion No 908 of 2014 wherein pending the hearing and final disposal of the Suit, the Plaintiff has, inter alia, sought for (i) an order of injunction of the Hon'ble Court restraining the Defendants jointly and severally, their servants, agents and any other person claiming through them from in any manner dealing with or disposing of or parting with the suit premises
- (v) By and under an Order dated 16<sup>th</sup> January, 2015 passed by His Lordship the Hon'ble Mr. Justice S.C.Gupte, inter alia, in the Notice of Motion bearing No.908 of 2014 in Suit No 267 of 2014, the said Notice of Motion was dismissed

The said Suit No. 267 of 2014 is pending

#### **Public Interest Litigation (L) No.8 of 2015**

- (i) Save Open Spaces and Ashoke Pandit (the Petitioners therein) have filed a Public Interest Litigation bearing (L) No.8 of 2015 against (i) State of Maharashtra, (ii) The Municipal Commissioner, BMC (Respondent No.2 therein), (iii) The Deputy Commissioner, MCGM, (iv) The Asst. Commissioner, MCGM, (v) The Chief Engineer (DP), (vi) The Executive Engineer (DP), (vii) The Deputy Engineer (DP), (viii) The Chief Officer, Mumbai Board, MHADA,, (ix) The Collector, Mumbai Suburban District, (x) The Secretary, Ministry of Environment, (xi) The Secretary, Ministry of Civil Aviation, (xii) the Secretary, New D.N Nagar Housing Society Ltd. and (xiii) Rustomjee Realty Pvt. Ltd. (collectively the Respondents therein), whereby the Petitioners have, inter alia, sought for (i) a writ, order and direction directing Respondent Nos.1 to 13 that (a) the sanction/approval/NOC pertaining to the layout RG for D.N. Nagar area for construction of parking lot on the layout RG/open space on the ground floor and the permission for recreation space on the podium at

atop of two storeyed building constructed on the layout RG of D.N. Nagar area is bad in law and (ii) to immediately/ forthwith

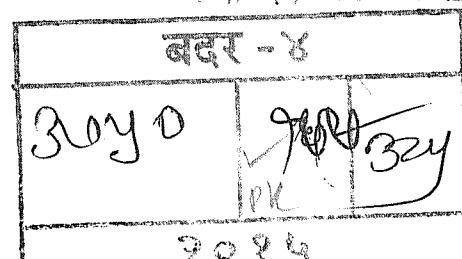


suspend/cancel/revoke/set aside the sanctions/approvals/ NOC issued by MHADA for the layout RG; (ii) for a writ or order in the nature of writ calling for the entire records on the basis of which sanctions/approvals/ permissions/NOC were granted permitting construction of two storeyed parking lot on ground with layout RG reservation for D.N. Nagar area and locating the layout RG at the top of two storeyed parking lot and upon perusal of the same, to quash and set aside the said approval/ permissions/NOC; (iii) for a writ or order in the nature of writ directing the Respondent Nos.1 to 13 to forthwith issue stop work notice on the ongoing construction of parking lot on the 7306 sq. mtrs. layout RG reservation for D.N. Nagar area and demolishing and clearing the illegal construction from the layout RG for the D.N. Nagar area; (iv) for a writ of mandamus or a writ, order or direction in the nature of mandamus directing the Respondents to keep 7206 sq. mtrs. of RG Area in D.N. Nagar layout open to sky, freely accessible to all residents of D.N. Nagar, without carrying out any construction of any nature on the same; (v) pending the hearing and final disposal of the Petition, for an order and direction for (a) stay on any further construction development on the layout RG for the D.N. Nagar area; (b) appointment of Court Commissioner to visit the property and make a report of the external illegal work carried out and the extent of preparatory work of construction on the layout RG plot of D.N. Nagar and make a report to the Hon'ble Court; (c) in the alternative to (b) above, direct the Respondent No.1 to depute a responsible Officer to visit the property and to make a report of the extent of illegal work carried out and the preparatory work of construction on the layout RG of D.N. Nagar area and make report to the Hon'ble Court; and (vi) pending the hearing and final disposal of the Petition, the Respondents be directed to keep 7206 sq. mtrs. of RG Area in D.N. Nagar layout open to sky, freely accessible to all residents of D.N. Nagar, without carrying out any construction of any nature on the same.

(ii) The said Public Interest Litigation is currently pending

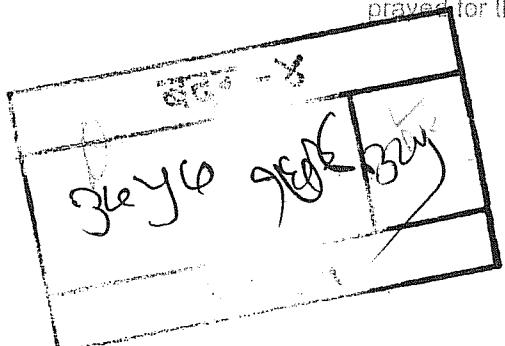
#### 70. Coastal Zone Regulation Writ Petition No.647 of 2012

(i) Rustomjee Realty Pvt. Ltd and Kaushik Shah have filed a Writ Petition bearing No. 647 of 2012 against (i) the Union of India (Respondent No.1 therein); (ii) the National Coastal Zone Management Authority (Respondent No.2 therein); (iii) Maharashtra Zone Coastal Management Authority (Respondent No.3 therein); (iv) the Municipal Corporation of Greater Mumbai (Respondent No.4 therein); (v) the MHADA



(Respondent No 5 therein) and (vi) New D N. Nagar Co-operative Housing Society Limited (Respondent No.6 therein) whereby the Petitioners have, inter alia, sought for (i) a Writ of Certiorari calling for the records and papers relating to the Coastal Zone Management Plan, 1996 and quashing the same to the extent the Coastal Zone Management Plan, 1996 purports to include the said Land within the Coastal Regulation Zone; (ii) for a declaration/direction of the Hon'ble High Court that the said Land does not fall within the Coastal Regulation Zone in terms of the Coastal Regulation Zone Notification of 1991 and is not affected by the Coastal Regulation Zone Notification of 1991; (iii) a Writ of Mandamus and/or any other writ, order or direction from the Hon'ble High Court in the nature thereof directing Respondent Nos.1, 2 and 3 (a) to do all the necessary acts, deeds, matter and things for deletion of the said Land and to delete / remove/ exclude the said Land from the Coastal Zone Management Plan and (b) directing Respondent No. 4 to delete, remove and exclude the said Land from the development plan which reflects that the said Land is covered by Coastal Regulation Zone and to show the said Land as not falling within the Coastal Regulation Zone; (iv) a Writ of Mandamus and/or any other writ, order or direction in the nature thereof directing Respondent Nos.1, 2 and 3 to perform its statutory obligations under the Environment (Protection) Act, 1986 and the notifications issued thereon from time to time and direct Respondent No. 2 to implement its decision taken at its 18<sup>th</sup> meeting held on 15<sup>th</sup> September, 2009 for deleting and excluding the said Land from the Coastal Zone Management Plan; a direction from the Hon'ble High Court, pending the hearing and final disposal of the aforesaid Writ Petition, to pass no objection certificate order and/or direction directing Respondent Nos.1 to 5 and their servants, officers, agents and representatives, to grant all the permissions and approvals and sanction all the plans to enable the Petitioners therein to develop the said Land on the basis that the said Land is not affected by CRZ.

- (ii) By and under an order dated 28<sup>th</sup> March, 2012 the Hon'ble High Court, inter alia, observed that now the final decision is to be taken by Maharashtra Coastal Zone Management Authority and, therefore, having regard to the passage of more than 2 ½ (two and a half) years since the Writ Petition No.257 of 2009 was disposed of by this Court on 31<sup>st</sup> August, 2009 and that the Petitioners in Writ Petition No.647 of 2012 have prima facie made out a strong case for grant of the reliefs as prayed for therein.



(iii) Thereafter, by and under an order dated 25<sup>th</sup> March, 2013 the Hon'ble High Court allowed the petition and, inter alia, directed the Municipal Corporation for Greater Mumbai to consider the Petitioners' (Rustomjee) application for FSI as is permissible under the Development Control Regulations for the layout on the basis that the land in question falls outside the CRZ area.

71. Writ Petition No.577 of 2012 [Writ Petition (L) No.100 of 2012]

(i) Vaidehi Akash Housing Pvt. Ltd. has filed a Writ Petition bearing No. 577 of 2012 against (i) Municipal Corporation of Greater Mumbai (Respondent No.1 therein); (ii) Deputy Chief Engineer (Respondent No.2 therein); (iii) Executive Engineer (Respondent No.3 therein); (iv) New D.N. Nagar Co-operative Housing Society Limited (Respondent No.4 therein); (v) Rustomjee Realty Pvt. Ltd. (Respondent No.5 therein) and (vi) MHADA (Respondent No.6 therein) whereby the Petitioner has, inter alia, sought for (i) a writ of certiorari or any other writ, order or direction be issued calling for the records and files on the case and after examining the legality and validity of the impugned endorsement made on IOD dated 26<sup>th</sup> December, 2011 to the effect that the previous building plans sanctioned on 17<sup>th</sup> July, 2006 under file No.CE/8871/WS/VSH/AK stand cancelled, quash and set aside the same; (ii) a writ of mandamus or any other writ, order or direction be issued ordering and directing Respondent Nos.1 to 3 to cancel the IOD dated 26<sup>th</sup> December, 2011 issued to Respondent Nos.4 and 5; (iii) a writ of mandamus or any other writ, order or direction be issued ordering and directing Respondent Nos.1 to 3 to issue show cause notice, giving hearing to the Petitioner and pass a speaking order before cancelling the sanctioned building plans on 17<sup>th</sup> July, 2006 under file No.CE/8871/WS/VSH/AK; (iv) a writ of mandamus or any other writ, order or direction be issued ordering and directing Respondent Nos.1 to 3 to take immediate steps to stop piling and other construction work started by Respondent Nos.4 and 5 without obtaining commencement certificate; (v) an order, pending the hearing and final disposal of the aforesaid Writ Petition, staying the operation of the impugned endorsement made on IOD dated 26<sup>th</sup> December, 2011 to the effect that the approval to the previous plans sanctioned on 17<sup>th</sup> July, 2006 under file No.CE/8871/WS/VSH/AK; (vi) an order, pending the hearing and final disposal of the aforesaid Writ Petition, restraining and injunctioning Respondent Nos.4 and 5 from acting upon the IOD dated 26<sup>th</sup> December, 2011, obtaining commencement certificate and starting construction work on the said Land and (vii) an order, pending the hearing and final disposal of the aforesaid Writ Petition, restraining and injunctioning Respondent Nos.4 and 5 from acting upon the IOD dated 26<sup>th</sup> December, 2011, obtaining commencement certificate and starting construction work on the said Land.

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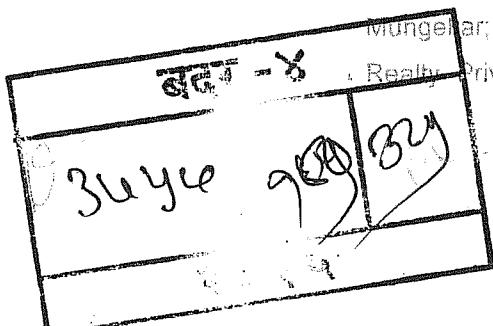
injuncting Respondent Nos.4 and 5 from proceeding with the piling and other construction work on the said Land without grant of commencement certificate

- (ii) By and under an Order dated 8<sup>th</sup> March, 2013 passed by the Hon'ble Bombay High Court, the captioned Writ Petition was disposed of as withdrawn
- (iii) Thereafter, the Petitioner therein (Vaidehi) filed Notice of Motion No.141 of 2013, inter alia, seeking (i) an order recalling the order dated 8<sup>th</sup> March, 2013; and (ii) an order restoring the captioned Writ Petition.
- (iv) By and under an Order dated 19<sup>th</sup> July, 2013, passed by the Hon'ble Bombay High Court, the Petitioner was directed to apply to the Chief Justice with a request to constitute the same bench before which the captioned Writ Petition was withdrawn i.e. bench comprising Hon'ble Mr. Justice Oka and Hon'ble Mr. Justice Tated.
- By and under an Order dated 16<sup>th</sup> September, 2013 passed by the Hon'ble Bombay High Court, the Advocate for the Petitioner was, inter alia, permitted to implead Advocate Lakshmi Murali as party Respondent No.7 to the captioned Writ Petition.
- Finally, by and under an Order dated 14<sup>th</sup> October, 2013 passed by the Hon'ble Bombay High Court, upon going through the Affidavit filed by Respondent No.7, the Hon'ble High Court dismissed the captioned Notice of Motion for restoration of the captioned Writ Petition

### **B. CRIMINAL PROCEEDINGS**

#### **1. M.P.I.D. Complaint**

- (i) Shivkumar Choudhary (the Complainant therein) had filed a complaint being M.P.I.D. Complaint No.17 of 2011 against (i) New D.N. Nagar Co-operative Housing Society Limited; (ii) Budhajee Shinde (Hon. Chairman); (iii) Bhushan K. Sarang (Hon. Secretary); (iv) Haresh Ambalal Kuwadia; (v) Dr. Prabhakar Yelappa Devdiga; (vi) Smt. Jaishree Deepak Bavkar; (vii) Shashikant Balvant Shinde; (viii) Shankar Devi Masavkar; (ix) M/s. Vaidehi Akash Housing Private Limited; (x) Mr. Gurunath Sadashiv Phondekar; (xi) Jasmine Bhogilata Shah; (xii) Sunita Gurunath Phondekar; (xiii) Madhavi Rajesh Kerker; (xiv) Mangesh Sahadev Nagotkar; (xv) Vishal Anil Kumar Shah; (xvi) Rajendra Vasudeo Munegilar; (xvii) Mohammed Rehan Zuber Ahmed; (xviii) Rustomjee Realty Private Limited; (xix) Percy Sorabji Chowdhary; (xx) Kaushik



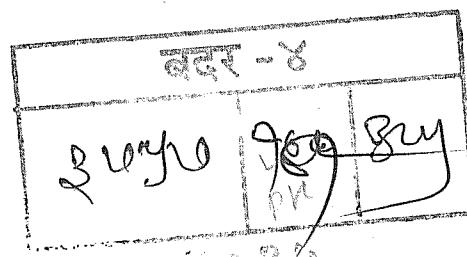
Govindji Shah; (xxi) Rohinton Jehangir Battiwala and (xxii) the State of Maharashtra (the Accused therein) before the Hon'ble Specially Designated Court formed under the provisions of M.P.I.D. Act at Sessions Court, Mumbai, under the provisions of Section 406, 420 of the Indian Penal Code, 1860 read with Section 3 and 4 of the M.P.I.D. Act whereby the Complainant has, inter alia, prayed (i) that the Accused be dealt with in accordance with law for the offence committed by them as narrated in the complaint and (ii) that pending the hearing and final disposal of the complaint, this Hon'ble Court be pleased to attach the properties being property situate at Survey No.106, part no.5 CTS No. 195 of Village Andheri, Taluka Andheri at New D. N. Nagar Andheri (W) Mumbai 400053 under the provisions of Section 4 of the Maharashtra Protection of Interest of Depositors (In Financial Establishments) Act, 1999 ("M.P.I.D. Act") and/or any other section as this Hon'ble Court may deem fit and proper.

- (ii) An order dated 20<sup>th</sup> August, 2011 was passed in the aforesaid Complaint wherein the application (complaint) was rejected by the Hon'ble Sessions Court.
- (iii) Being aggrieved by the aforesaid order, the Complainant has filed an Appeal being Criminal Appeal No. 1279 of 2011 in MPID Complaint No.17 of 2011 before the Hon'ble Bombay High Court whereby the Appellant has prayed (i) that Rule be issued and (ii) records and proceedings in respect of MPID Complaint No.17 of 2011 be called for and after perusal of the said Order dated 20<sup>th</sup> August, 2011 passed by the Designated Court be set aside and cognizance in respect of complaint of Appellant be taken.
- (iv) By and under an Order dated 27<sup>th</sup> June, 2012 passed by the Hon'ble Bombay High Court, it was, inter alia, held that the Society cannot be termed as a financial establishment as per provisions of the MPID Act and no case has been made out by the Appellant under the provisions of the MPID Act and hence Complaint No.17 of 2011 was not maintainable and the captioned Appeal was disposed of.

#### C. CITY CIVIL COURT (DINDOSHI BRANCH)

##### 1. Jayantilal Furia

- (i) By and under a Letter dated 29<sup>th</sup> April, 2010 addressed by Jayantilal Furia to the Advocates of New D. N. Nagar Co-operative Housing Societies Union Limited with a copy marked to us, Vaidehi Akash

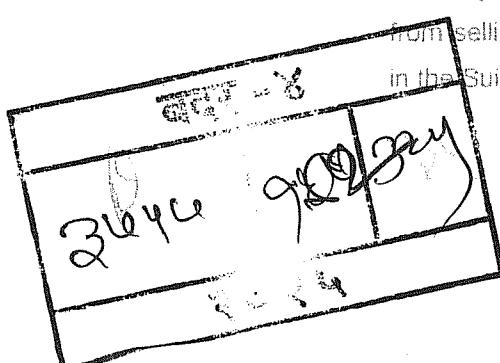


Housing Private Limited and the New D N. Nagar Co-operative Housing Societies Union Limited, the said Jayantilal Furia inter alia notified the Advocates of the New D N. Nagar Co-operative Housing Societies Union Limited regarding the agreement dated 17<sup>th</sup> October, 2008 executed between Vaidehi Akash Housing Private Limited (therein referred to as the Developers/Promoter) of the first part, and Jayantilal Furia (therein referred to as the Purchaser) of the other part and registered with the Sub Registrar of Assurances, Andheri-4 under Serial no.BDR-15/9112 of 2008 with respect to flat bearing No.1702 admeasuring 540 square feet (carpet area) on the 17<sup>th</sup> floor of Building No 6 for a consideration of Rs.40,00,000/- (Rupees Forty Lakhs only).

(ii) We have vide our Letter dated 16<sup>th</sup> June, 2010 given a reply to the letter dated letter dated 29<sup>th</sup> April, 2010 addressed by Jayantilal Furia.

(iii) Subsequently, Jayantilal Furia (being the Plaintiff therein) has filed a suit being S.C. Suit No.580 of 2011 in Bombay City Civil Court at Dindoshi against (i) Vaidehi Akash Housing Private Limited (Defendant No.1 therein), (ii) Rustomjee Realty Private Limited (Defendant No.2 therein); (iii) New D.N. Nagar Co-operative Housing Societies Union Limited (Defendant No.3 therein) and (4) Mumbai Housing and Area Development Authority (Defendant No.4 therein) (collectively being the Defendants therein), whereby the Plaintiff has, inter alia, sought for (i) a declaration that the Agreement dated 14<sup>th</sup> October, 2008 executed with respect to flat bearing No.1702 admeasuring 540 square feet (carpet area) on the 17<sup>th</sup> floor of Building No.6 ("the Suit Premises") is valid, subsisting and binding upon the Defendants, (ii) a declaration that the Plaintiff has right, title and interest in the FSI of 540 square feet equivalent to the area of the Suit Premises; (iii) direction from the Hon'ble High Court for the specific performance of the Agreement dated 14<sup>th</sup> October, 2008 and (iv) direction from the Hon'ble High Court restraining the Defendants from selling, transferring, alienating, encumbering, parting with possession creating any third party rights or inducting any third party into the Suit Premises.

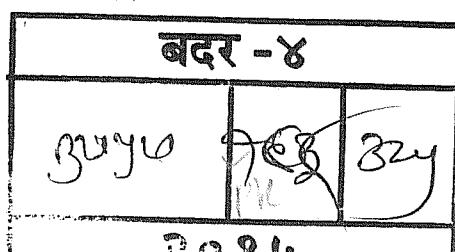
(iv) The Plaintiff in the said Suit has also taken out a Notice of Motion being Notice of Motion No. 1098 of 2011 wherein pending the hearing and final disposal of the suit the Plaintiff has inter alia sought for (i) a direction of the Hon'ble City Civil Court for allotment of the Suit Premises; (ii) order/injunction of the Hon'ble City Civil Court restraining the Defendants from selling, transferring or assigning the Plaintiff's right, title or interest in the Suit Premises.



- (v) The said S.C. Suit No 580 of 2011 and the Notice of Motion No. 1098 of 2011 are pending.
- (vi) The ratio of the Order dated 1<sup>st</sup> December, 2014 passed by His Lordship Mr Justice S.C. Gupte will be applicable to Notice of Motion No. 1098 of 2011 filed in Suit No. 580 of 2011

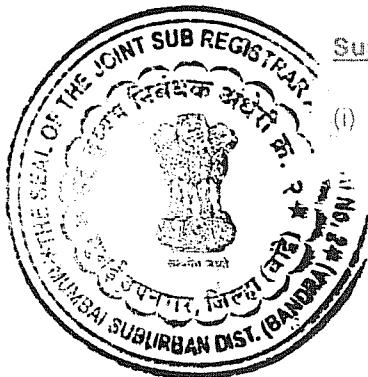
2. Shiv Kumar Choudhary and Anita Shiv Choudhary

- (i) By and under a letter dated 25<sup>th</sup> March, 2010 addressed by (a) Shiv Kumar Choudhary and (b) Anita Shiv Choudhary (being inter alia notified to us regarding the agreement dated 20<sup>th</sup> October, 2008 executed between Vaidehi Akash Housing Private Limited (therein referred to as the Developers/Promoter of the first part), (a) Shiv Kumar Choudhary and (ii) Anita Shiv Choudhary (hereinafter referred to as the Purchaser(s)) of the other part and registered with Sub Registrar of Assurances, Andheri-4 under Serial No. M.R.T.R.E. 10050 of 2008 with respect to flat bearing No.101 admeasuring 540 square feet (carpet area) on the 1<sup>st</sup> floor of Building No.1 together with 1 (one) car parking space for a consideration of Rs.40,00,000/- (Rupees Forty Lakhs only).
- (ii) We have vide our letters dated 13<sup>th</sup> April, 2010 given a reply to the Letter dated letter dated 25<sup>th</sup> March, 2010 addressed by (i) Shiv Kumar Choudhary and (ii) Anita Shiv Choudhary.
- (iii) The said (i) Shiv Kumar Choudhary and (ii) Anita Shiv Choudhary (being the Plaintiffs therein) have filed a S.C. Suit No 581 of 2011 in Bombay City Civil Court at Dindoshi against (1) Vaidehi Akash Housing Private Limited, (2) Rustomjee Realty Private Limited; (3) New D.N. Nagar Co-operative Housing Societies Union Limited (4) MHADA (collectively referred to as the Defendants therein), whereby the Plaintiffs have, inter alia, sought for (i) a declaration that the Agreement dated 20<sup>th</sup> October, 2008 executed with respect to flat bearing No.101 admeasuring 540 square feet (carpet area) on the 1<sup>st</sup> floor of Building No.1 together with 1 (one) car parking space ("the Suit Premises") is valid, subsisting and binding upon the Defendants; (ii) a declaration that the Plaintiff has right, title and interest in the FSI of 540 square feet equivalent to the area of the said Suit Premises; (iii) direction from the Hon'ble High Court for the specific performance of the Agreement dated 20<sup>th</sup> October, 2008 with respect to the Suit Premises and (iv) direction from the Hon'ble High Court restraining the Defendants from selling, transferring, alienating, encumbering, parting with possession creating any third party rights or inducting any third party into the Suit Premises.

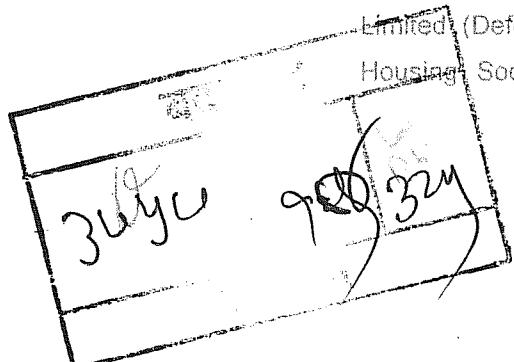


- (iv) The Plaintiff in the said Suit has also taken out a Notice of Motion being Notice of Motion No. 1097 of 2011 wherein pending the hearing and final disposal of the suit the Plaintiff has inter alia sought for (i) a direction of the Hon'ble Court for allotment of the Suit Premises; (ii) order/injunction of the Hon'ble Court restraining the Defendants from selling, transferring or assigning the Plaintiff's right, title or interest in the Suit Premises.
- (v) The said S.C. Suit No.581 of 2011 and the Notice of Motion No. 1097 of 2011 are pending.
- (vi) The ratio of the Order dated 1<sup>st</sup> December, 2014 passed by His Lordship Mr. Justice S.C. Gupte will be applicable to Notice of Motion No.1097 of 2011 filed in Suit No.581 of 2011.

Sushila S. Agarwal and Suresh Chandra Agarwal



- (i) By and under a Letter dated 23<sup>rd</sup> April, 2010 addressed by (i) Sushila S. Agarwal and (ii) Suresh Chandra Agarwal to the Advocates of New D.N. Nagar Co-operative Housing Societies Union Limited with a copy marked to us, Vaidehi Akash Housing Private Limited and the New D.N. Nagar Co-operative Housing Societies Union Limited, the said (i) Sushila S. Agarwal and (ii) Suresh Chandra Agarwal inter alia notified the Advocates of the New D.N. Nagar Co-operative Housing Societies Union Limited regarding the agreement dated 10<sup>th</sup> September, 2008 executed between Vaidehi Akash Housing Private Limited (therein referred to as the Developers/Promoter) of the One Part, and (i) Sushila S. Agarwal and (ii) Suresh Chandra Agarwal (therein referred to as the Purchasers) of the Other Part and registered with the Sub Registrar of Assurances, Andheri-4 under Serial no.BDR-15/7994 of 2008 with respect to Flat bearing No.1701 admeasuring 540 square feet (carpet area) on the 17<sup>th</sup> floor of Building No.6 for a consideration of Rs.40,00,000/- (Rupees Forty Lakhs only).
- (ii) We have vide our letter dated 16th June, 2010 given a reply to the letter dated letter dated 23rd April, 2010 addressed by (i) Sushila S. Agarwal and (ii) Suresh Chandra Agarwal.
- (iii) The said (i) Sushila S. Agarwal and (ii) Suresh Chandra Agarwal (being the Plaintiffs therein) have filed a Suit being S.C. Suit No.582 of 2011 in Bombay City Civil Court at Dindoshi against (i) Valdehi Akash Housing Private Limited (Defendant No.1 therein), (ii) Rustomjee Realty Private Limited (Defendant No.2 therein); (iii) New D.N. Nagar Co-operative Housing Societies Union Limited (Defendant No.3 therein) and (4)

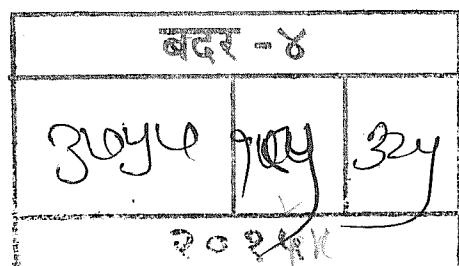


MHADA (Defendant No 4 therein) (collectively being the Defendants therein), whereby the Plaintiffs have, inter alia, sought for (i) a declaration that the Agreement dated 10<sup>th</sup> September, 2008 executed with respect to Flat bearing No.1701 admeasuring 540 square feet (carpet area) on the 17<sup>th</sup> floor of Building No.6 ("Suit Premises") is valid, subsisting and binding upon the Defendants; (ii) a declaration that the Plaintiff has right, title and interest in the FSI of 540 square feet equivalent to the area of the said Suit Premises; (iii) direction from the Hon'ble High Court for the specific performance of the Agreement dated 10<sup>th</sup> September, 2008 and (iv) direction from the Hon'ble High Court restraining the Defendants from selling, transferring, alienating, encumbering, parting with possession creating any third party rights or inducting any third party into the Suit Premises.

- (iv) The Plaintiffs in the said Suit has also taken out a Notice of Motu proprio Notice of Motion No. 1092 of 2011 wherein pending the final disposal of the suit the Plaintiffs have intimated (i) direction of the Hon'ble Court for allotment of the Suit Premises and (ii) order/injunction of the Hon'ble Court restraining the Defendants from selling, transferring or assigning the Plaintiff's right, title or interest in the Suit Premises.
- (v) The said S.C. Suit No.582 of 2011 and the Notice of Motion No. 1092 of 2011 are pending.
- (vi) The ratio of the Order dated 1<sup>st</sup> December, 2014 passed by His Lordship Mr. Justice S.C. Gupre will be applicable to Notice of Motion No. 1092 of 2011 filed in Suit No.582 of 2011.

#### 4. Kiran Chaudhary

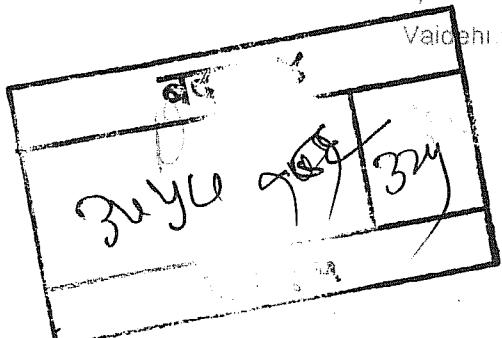
- (i) By and under a letter dated 25<sup>th</sup> March, 2010 addressed by Kiran Chaudhary to the Advocates of New D.N. Nagar Co-operative Housing Societies Union Limited with a copy marked to us, Vaidehi Akash Housing Private Limited and the New D.N. Nagar Co-operative Housing Societies Union Limited, the said Kiran Chaudhary inter alia notified the Advocates of the New D.N. Nagar Co-operative Housing Societies Union Limited regarding the allotment letter dated 5<sup>th</sup> November, 2007 issued by Vaidehi Akash Housing Private Limited with respect to flat bearing No.102 admeasuring 540 square feet (carpet area) on the 1<sup>st</sup> floor of Building No.1 for a consideration of Rs.40,00,000/- (Rupees Forty Lakhs only);



- (ii) We have vide our letter dated 13<sup>th</sup> April, 2010 given a reply to the letter dated letter dated 25<sup>th</sup> March, 2010 addressed by Kiran Chaudhary.
- (iii) Kiran Chaudhary (being the Plaintiff therein) has filed a suit being S.C. Suit No. 583 of 2011 in Borrbay City Civil Court at Dindoshi against (i) Vaidehi Akash Housing Private Limited (Defendant No.1 therein), (ii) Rustomjee Realty Private Limited (Defendant No.2 therein); (iii) New D.N. Nagar Co-operative Housing Societies Union Limited (Defendant No.3 therein) and (4) MHADA (Defendant No.4 therein) (collectively being the Defendants therein), whereby the Plaintiff has , inter alia, sought for (i) a declaration that the allotment letter dated 5<sup>th</sup> November, 2007 with respect to the flat bearing No.102 admeasuring 540 square feet (carpet area) on the 1<sup>st</sup> floor of Building No.1 ("Suit Premises") is valid, subsisting and binding upon the Defendants; (ii) a declaration that the Plaintiff has right, title and interest in the FSI of 540 square feet equivalent to the area of the said Suit Premises; (iii) direction from the Hon'ble High Court for the specific performance of the allotment letter dated 5<sup>th</sup> November, 2007 with respect to the Suit Premises and (iv) direction from the Hon'ble High Court restraining the Defendants from selling, transferring, alienating, encumbering, parting with possession creating any third party rights or inducting any third party into the Suit Premises.
- (iv) The Plaintiff in the said Suit has also taken out a Notice of Motion being Notice of Motion No. 1094 of 2011 wherein pending the hearing and final disposal of the Suit the Plaintiff has inter alia sought for (i) a direction of the Hon'ble Court for allotment of the Suit Premises; (ii) order/injunction of the Hon'ble Court restraining the Defendants from selling, transferring or assigning the Plaintiff's right, title or interest in the Suit Premises.
- (v) The S.C. Suit No.583 of 2011 and the Notice of Motion No. 1094 of 2011 are pending.
- (vi) The ratio of the Order dated 1<sup>st</sup> December, 2014 passed by His Lordship Mr. Justice S.C. Gupta will be applicable to Notice of Motion No. 1094 of 2011 filed in Suit No.583 of 2011.

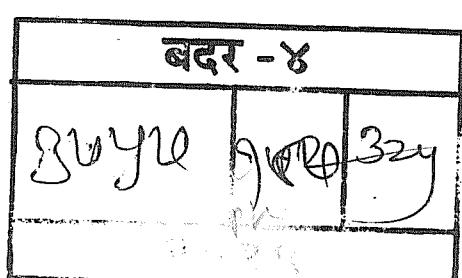
##### 5. M/s. Preash Developers Private Limited

- (i) By and under a letter dated 23<sup>rd</sup> April, 2010 addressed by M/s. Preash Developers Private Limited, to the Advocates of New D.N. Nagar Co-operative Housing Societies Union Limited with a copy marked to us, Vaidehi Akash Housing Private Limited and the New D.N. Nagar Co-



operative Housing Societies Union Limited, the said M/s. Preash Developers Private Limited inter alia notified the Advocates of the New D.N. Nagar Co-operative Housing Societies Union Limited regarding (a) the agreement dated 8<sup>th</sup> September, 2008 executed between Vaidehi Akash Housing Private Limited (therein referred to as the Developers/Promoter) of the One Part and M/s. Preash Developers Private Limited (therein referred to as the Purchasers) of the Other Part and registered with the Sub Registrar of Assurances, Andheri-4 under Serial no.BDR-15/08051 of 2008 with respect to flat bearing No. 902 admeasuring 540 square feet (carpet area) on the 9<sup>th</sup> floor of Building No.1 (hereinafter referred to as the "First Agreement") for a consideration of Rs. 40,00,000/- (Rupees Forty Lakhs only); (b) the agreement dated 28<sup>th</sup> August, 2008 executed between Vaidehi Akash Housing Private Limited (therein referred to as the Developers/Promoter) of the One Part and M/s. Preash Developers Private Limited (therein referred to as the Purchasers) of the Other Part and registered with the Sub Registrar of Assurances, Andheri-4 under Serial No.BDR-15/07417 of 2008 with respect to flat bearing No.1703 admeasuring 540 square feet (carpet area) on the 17<sup>th</sup> floor of Building No.2 with a car parking space (hereinafter referred to as the "Second Agreement") for a consideration of Rs.48,00,000/- (Rupees Forty Eight Lakhs only), out of which a sum of Rs. 3,00,000/- (Rupees Three Lakhs only) has been paid by way of a cheque dated 25<sup>th</sup> August, 2008 drawn on Union Bank of India and an amount of Rs.40,00,000/- (Rupees Forty Lakhs only) has been paid by way of cheque bearing No.193391 dated 28<sup>th</sup> August, 2008 drawn on Union Bank of India; (c) the agreement dated 28<sup>th</sup> August, 2008 executed between Vaidehi Akash Housing Private Limited (therein referred to as the Developers/Promoter) of the One Part and M/s. Preash Developers Private Limited (therein referred to as the Purchasers) of the Other Part and registered with the Sub Registrar of Assurances, Andheri-4 under Serial No. BDR-15/07415 of 2008 with respect to flat bearing No.1704 admeasuring 540 square feet (carpet area) on the 17<sup>th</sup> floor of Building No.2 (hereinafter referred to as the "Third Agreement") for a consideration of Rs.48,00,000/- (Rupees Forty Eight Lakhs only) out of which a sum of Rs. 3,00,000/- (Rupees Three Lakhs only) has been paid by way of a cheque dated 25<sup>th</sup> August, 2008 drawn on Union Bank of India and an amount of Rs.40,00,000/- (Rupees Forty Lakhs only) has been paid by way of cheque bearing No.193389 dated 28<sup>th</sup> August, 2008 drawn on Union Bank of India;

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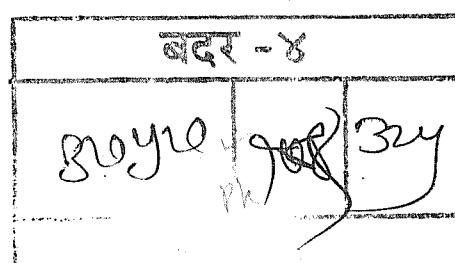


- (ii) We have vide our Letter dated 16<sup>th</sup> June, 2010 given a reply to the letter dated 23<sup>rd</sup> April, 2010 addressed by M/s. Preash Developers Pvt. Ltd;
- (iii) Subsequently, M/s. Preash Developers Private Limited (being the Plaintiff therein) has filed a suit being S.C. Suit No.584 of 2011 in Bombay City Civil Court at Dindoshi against (i) Vaidehi Akash Housing Private Limited (Defendant No.1 therein), (ii) Rustomjee Realty Private Limited (Defendant No.2 therein); (iii) New D.N. Nagar Co-operative Housing Societies Union Limited (Defendant No.3 therein) and (4) MHADA (Defendant No.4 therein) (collectively being the Defendants therein), whereby the Plaintiffs have, inter alia, sought for (i) a declaration that the First Agreement executed with respect to the flat bearing No.902 admeasuring 540 square feet (carpet area) on the 9<sup>th</sup> floor of Building No.1 with a car parking space ("Suit Premises") is valid, subsisting and binding upon the Defendants; (ii) a declaration that the Plaintiff has right, title and interest in the FSI of 540 square feet equivalent to the area of the said Suit Premises; (iii) direction from the Hon'ble High Court for the specific performance of the Agreement dated 8<sup>th</sup> September, 2008 and (iv) direction from the Hon'ble High Court restraining the Defendants from selling, transferring, alienating, encumbering, parting with possession creating any third party rights or inducting any third party into the Suit Premises.
- (iv) The Plaintiff in the said Suit has also taken out a Notice of Motion being Notice of Motion No. 1093 of 2011 wherein pending the hearing and final disposal of the suit the Plaintiffs have inter alia sought for (i) a direction of the Hon'ble Court for allotment of the Suit Premises; (ii) order/injunction of the Hon'ble Court restraining the Defendants from selling, transferring or assigning the Plaintiff's right, title or interest in the Suit Premises.
- (v) The said S.C. Suit No.584 of 2011 and the Notice of Motion No. 1093 of 2011 are pending.
- (vi) The ratio of the Order dated 1<sup>st</sup> December, 2014 passed by His Lordship Mr. Justice S.C. Gupte will be applicable to Notice of Motion No. 1093 of 2011 filed in Suit No.584 of 2011.
- (vii) Subsequently, M/s. Preash Developers Private Limited (being the Plaintiff therein) has filed a suit being S.C. Suit No.585 of 2011 in Bombay City Civil Court at Dindoshi against (i) Vaidehi Akash Housing Private Limited (Defendant No.1 therein), (ii) Rustomjee Realty Private Limited (Defendant No.2 therein); (iii) New D.N. Nagar Co-operative



Housing Societies Union Limited (Defendant No.3 therein) and (4) MHADA (Defendant No.4 therein) (collectively being the Defendants therein), whereby the Plaintiffs have, inter alia, sought for (i) a declaration that the Second Agreement executed with respect to the flat bearing No 1703 admeasuring 540 square feet (carpet area) on the 17<sup>th</sup> floor of Building No 2 with a car parking space ("Suit Premises") is valid, subsisting and binding upon the Defendants; (ii) a declaration that the Plaintiff has right, title and interest in the FSI of 540 square feet equivalent to the area of the said Suit Premises; (iii) direction from the Hon'ble High Court for the specific performance of the Agreement dated 8<sup>th</sup> September, 2008 and (iv) direction from the Hon'ble High Court restraining the Defendants from selling, transferring, alienating, encumbering, parting with possession creating any third party rights or inducting any third party into the Suit Premises.

- (viii) The Plaintiff in the said Suit has also taken out a Notice of Motion being - Notice of Motion No 1095 of 2011 wherein pending the final hearing and final disposal of the suit the Plaintiffs have inter alia sought for (i) a direction of the Hon'ble Court for allotment of the Suit Premises; (ii) order/injunction of the Hon'ble Court restraining the Defendants from selling, transferring or assigning the Plaintiff's right, title or interest in the Suit Premises.
- (ix) The said S.C. Suit No.585 of 2011 and the Notice of Motion No. 1095 of 2011 are pending.
- (x) The ratio of the Order dated 1<sup>st</sup> December, 2014 passed by His Lordship Mr. Justice S.C. Gupte will be applicable to Notice of Motion No. 1095 of 2011 filed in Suit No.584 of 2011.
- (xi) Subsequently, M/s. Preash Developers Private Limited (being the Plaintiff therein) has filed a suit being S.C. Suit No.586 of 2011 in Bombay City Civil Court at Dindoshi against (i) Vaidehi Akash Housing Private Limited (Defendant No.1 therein), (ii) Rustornjee Realty Private Limited (Defendant No.2 therein); (iii) New D.N. Nagar Co-operative Housing Societies Union Limited (Defendant No.3 therein) and (4) MHADA (Defendant No.4 therein) (collectively being the Defendants therein), whereby the Plaintiffs have, inter alia, sought for (i) a declaration that the Third Agreement executed with respect to the Suit Premises being flat bearing No.1704 admeasuring 540 square feet (carpet area) on the 17<sup>th</sup> floor of Building No.2 with a car parking space flat bearing No.902 admeasuring 540 square feet (carpet area) on the 9<sup>th</sup>



floor of Building No 1 with a car parking space ("Suit Premises") is valid, subsisting and binding upon the Defendants; (ii) a declaration that the Plaintiff has right, title and interest in the FSI of 540 square feet equivalent to the area of the said Suit Premises; (iii) direction from the Hon'ble High Court for the specific performance of the Agreement dated 8<sup>th</sup> September, 2008 and (iv) direction from the Hon'ble High Court restraining the Defendants from selling, transferring, alienating, encumbering, parting with possession creating any third party rights or inducting any third party into the Suit Premises.

- (xii) The Plaintiff in the said Suit has also taken out a Notice of Motion being Notice of Motion No. 1096 of 2011 wherein pending the hearing and final disposal of the suit the Plaintiffs have inter alia sought for (i) a direction of the Hon'ble Court for allotment of the Suit Premises; (ii) order/injunction of the Hon'ble Court restraining the Defendants from selling, transferring or assigning the Plaintiff's right, title or interest in the Suit Premises.

The said S.C. Suit No.586 of 2011 and the Notice of Motion No. 1096 of 2011 are pending.

The ratio of the Order dated 1<sup>st</sup> December, 2014 passed by His Lordship Mr. Justice S.C. Gupte will be applicable to Notice of Motion No. 1096 of 2011 filed in Suit No 586 of 2011.

#### 6. Devendra M. Jalan

- (i) Mr Devendra M. Jalan (the Plaintiff therein) has filed S.C. Suit No.1013 of 2012 against (i) Vaidehi Akash Housing Private Limited (Defendant No.1 therein), (ii) Rustomjee Realty Private Limited (Defendant No.2 therein) (iii) New D.N. Nagar Co-operative Housing Societies Union Limited (Defendant No.3 therein) and (iv) Mumbai Housing and Area Development Authority (Defendant No.4) (collectively the Defendants therein), whereby the Plaintiff has, inter alia, sought for (i) a declaration that the Allotment Letter dated 17<sup>th</sup> June, 2008 executed with respect to the suit premises is valid, subsisting and binding upon the Defendants; (ii) a declaration that the Plaintiff has right, title and interest in the FSI of 540 square feet equivalent to the area of the said suit premises; (iii) a direction from the Hon'ble High Court for the specific performance of the Allotment Letter dated 17<sup>th</sup> June, 2008; (iv) a declaration from the Hon'ble High Court for a charge on the suit premises for payment of the amounts and for appointment of a Court Receiver under the provisions of Order 40 Rule 1 of the Civil Procedure Code, 1908 and (v) Pending the



hearing and final disposal of the suit the Plaintiffs have inter alia sought for:- (a) an order of injunction of the Hon'ble Court restraining the Defendants from dealing in any manner whatsoever with, disposing off, alienating, encumbering, parting with possession, creating third party rights and/or inducting any third party into the suit premises; (b) an order of injunction of the Hon'ble Court restraining the Defendants from dealing in any manner whatsoever with, disposing off, alienating, encumbering, creating third party in the FSI equivalent of 540 square feet which forms part of the suit property; and (vi) direction from the Hon'ble High Court to not grant permission or NOC to any further development without the consent and/or any permission of the Plaintiff.

- (ii) The said S.C. Suit No.1013 of 2012 is pending.
- (iii) This Plaintiff features in Exhibit 4 in the Affidavit dated 12<sup>th</sup> September, 2011 filed by Vaidehi in the Vaidehi Suit which lists the alleged proposed investors to whom Vaidehi had allegedly purportedly agreed to allot the area under the alleged purported letters of allotment as and when the incentive FSI becomes available and members of the society grant their individual consent to the utilization of the same. Under the said Affidavit, Vaidehi has further stated that in the event, the incentive FSI does not accrue, the amount invested by the investors would be returned to them with compensation.

#### 7. Mrs. Ratanidevi R. Gadia

- (i) Mrs. Ratanidevi R. Gadia (the Plaintiff therein) has filed S.C. Suit No.1014 of 2012 against (i) Vaidehi Akash Housing Private Limited (Defendant No.1 therein), (ii) Rustomjee Realty Private Limited (Defendant No.2 therein) (iii) New D.N. Nagar Co-operative Housing Societies Union Limited (Defendant No.3 therein) and (iv) Mumbai Housing and Area Development Authority (Defendant No.4) (collectively the Defendants therein), whereby the Plaintiff has, inter alia, sought for (i) a declaration that the Allotment Letter dated 17<sup>th</sup> June, 2008 executed with respect to the suit premises is valid, subsisting and binding upon the Defendants; (ii) a declaration that the Plaintiff has right, title and interest in the FSI of 540 square feet equivalent to the area of the said suit premises; (iii) a direction from the Hon'ble High Court for the specific performance of the Allotment Letter dated 17<sup>th</sup> June, 2008; (iv) a declaration from the Hon'ble High Court for a charge on the suit premises for payment of the amounts and for appointment of a Court Receiver under the provisions of Order 40 Rule 1 of the Civil Procedure

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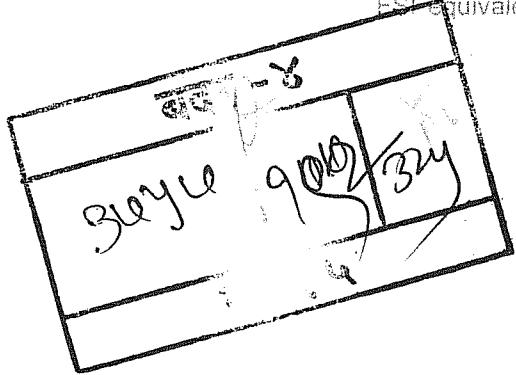
Code, 1908 and (v) pending the hearing and final disposal of the suit the Plaintiffs have inter alia sought for:- (a) an order of injunction of the Hon'ble Court restraining the Defendants from dealing in any manner whatsoever with, disposing off, alienating, encumbering, parting with possession, creating third party rights and/or inducting any third party into the suit premises; (b) an order of injunction of the Hon'ble Court restraining the Defendants from dealing in any manner whatsoever with, disposing off, alienating, encumbering, creating third party in the FSI equivalent of 540 square feet which forms part of the suit property; and (vi) a direction from the Hon'ble High Court to not grant permission or NOC to any further development without the consent and/or any permission of the Plaintiff.

- (ii) The said S.C. Suit No.1014 of 2012 is pending

8.

Mr. Prem P. Kamal

- (i) Mr. Prem P. Kamal (the Plaintiff therein) has filed S.C. Suit No.1015 of 2012 against (i) Vaidehi Akash Housing Private Limited (Defendant No.1 therein), (ii) Rustomjee Realty Private Limited (Defendant No.2 therein) (iii) New D.N. Nagar Co-operative Housing Societies Union Limited (Defendant No.3 therein) and (iv) Mumbai Housing and Area Development Authority (Defendant No.4) (collectively the Defendants therein), whereby the Plaintiff has, inter alia, sought for (i) a declaration that the Allotment Letter dated 7<sup>th</sup> October, 2008 and the undated MOU executed with respect to the suit premises is valid, subsisting and binding upon the Defendants; (ii) a declaration that the Plaintiff has right, title and interest in the FSI of 540 square feet equivalent to the area of the said suit premises; (iii) a direction from the Hon'ble High Court for the specific performance of the Allotment Letter dated 7<sup>th</sup> October, 2008 and the undated MOU (iv) a declaration from the Hon'ble High Court for a charge on the suit premises for payment of the amounts and for appointment of a Court Receiver under the provisions of Order 40 Rule 1 of the Civil Procedure Code, 1908; and (v) pending the hearing and final disposal of the suit the Plaintiffs have inter alia sought for:- (a) an order of injunction of the Hon'ble Court restraining the Defendants from dealing in any manner whatsoever with, disposing off, alienating, encumbering, parting with possession, creating third party rights and/or inducting any third party into the suit premises; (b) an order of injunction of the Hon'ble Court restraining the Defendants from dealing in any manner whatsoever with, disposing off, alienating, encumbering, creating third party in the FSI equivalent of 540 square feet which forms part of the suit property;



and (vi) a direction from the Hon'ble High Court to not grant permission or NOC to any further development without the consent and/or any permission of the Plaintiff.

- (ii) The said S.C. Suit No 1015 of 2012 is pending

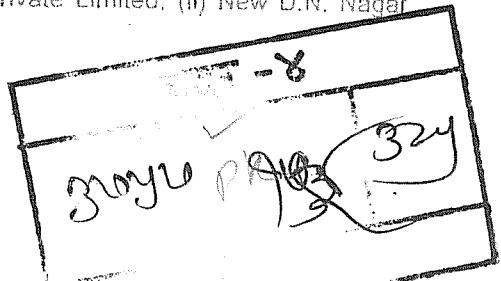
**9. Mr. Kamlesh O. Tikiya**

(i) Mr. Kamlesh O. Tikiya (the Plaintiff therein) has filed S.C. Suit No.1016 of 2012 against (i) Vaidehi Akash Housing Private Limited (Defendant No.1 therein), (ii) Rustomjee Realty Private Limited (Defendant No.2 therein) (iii) New D.N. Nagar Co-operative Housing Societies Union Limited (Defendant No.3 therein) and (iv) Mumbai Housing and Area Development Authority (Defendant No.4) (collectively the Defendants therein), whereby the Plaintiff has, inter alia, sought for: (i) a declaration that the Allotment Letter dated 7<sup>th</sup> October, 2008 and the undated MOU executed with respect to the suit premises is valid, subsisting and binding upon the Defendants; (ii) a declaration that the Plaintiff's right, title and interest in the FSI of 540 square feet in the area of the said suit premises; (iii) a direction from the Hon'ble High Court for the specific performance of the Allotment Letter dated 7<sup>th</sup> October, 2008 and the undated MOU; (iv) a declaration from the Hon'ble High Court for a charge on the suit premises for payment of the amounts and for appointment of a Court Receiver under the provisions of Order 40 Rule 1 of the Civil Procedure Code, 1908 and (v) Pending the hearing and final disposal of the suit the Plaintiffs have inter alia sought for:- (a) an order of injunction of the Hon'ble Court restraining the Defendants from dealing in any manner whatsoever with, disposing off, alienating, encumbering, parting with possession, creating third party rights and/or inducting any third party into the suit premises; (b) an order of injunction of the Hon'ble Court restraining the Defendants from dealing in any manner whatsoever with, disposing off, alienating, encumbering, creating third party in the FSI equivalent of 540 square feet which forms part of the suit property; and (vi) a direction from the Hon'ble High Court to not grant permission or NOC to any further development without the consent and/or any permission of the Plaintiff.

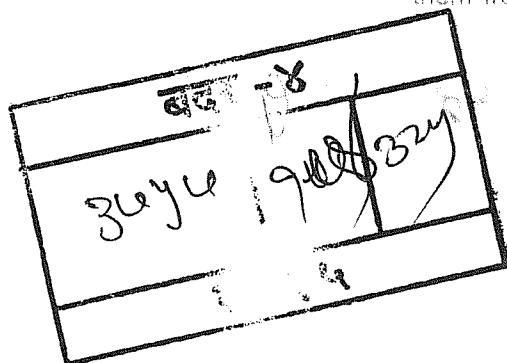
- (ii) The said S.C. Suit No.1016 of 2012 is pending.

**10. Mr. Manoj Shah**

- (i) Mr. Manoj Shah (the Plaintiff therein) has filed S.C. Suit No.3440 of 2013 against (i) Vaidehi Akash Housing Private Limited, (ii) New D.N. Nagar



Juhu Kinara Co-operative Housing Society Limited, (iii) D.N. Nagar Smit Sagar Co-operative Housing Society Limited; (iv) D.N. Nagar Sai Sagar Co-operative Housing Society Limited; (v) New D.N. Nagar Siddhivinayak Co-operative Housing Society Limited; (vi) D.N. Nagar Shiv Sagar Co-operative Housing Society Limited; (vii) New D.N. Nagar Akashdeep Co-operative Housing Society Limited; (viii) New D.N. Nagar Juhu Chhaya Co-operative Housing Society Limited, (ix) New D.N. Nagar Satyam Shivam Sundaram Co-operative Housing Society Limited; (x) New D.N. Nagar Juhu Milan Co-operative Housing Society Limited; (xi) New D.N. Nagar Juhu Angan Co-operative Housing Society Limited; (xii) New D.N. Nagar Co-operative Housing Society Limited; and (xiii) Rustomjee Realty Private Limited (collectively the Defendants therein); whereby the Plaintiff has, inter alia, sought that (i) this Hon'ble Court be pleased to pass a decree, directing the Defendants, jointly and/or severally to comply with their obligations under MOFA, i.e. to enter into a written agreement with the Plaintiff for sale of the suit premises to him and register the same under the Indian Registration Act, 1908; (ii) this Hon'ble Court be pleased to issue a permanent order and injunction thereby restraining the Defendants, their officers, partners, servants, agents and/or any person claiming through or under them from selling, disposing of, alienating and/or encumbering and/or parting with and/or inducting any third party in the suit premises in any manner whatsoever; (iii) this Hon'ble Court be pleased to issue a mandatory order and injunction thereby directing the Defendants jointly and severally to complete the construction of the said suit premises and hand over the possession of the same to the Plaintiff; and (iv) Pending the hearing and final disposal of the suit the Plaintiffs have inter alia sought for:- (a) an order directing the Defendants to disclose on affidavit the IOD, Commencement Certificate, Sanctioned Plans, number of floors and flats in the building, the proposed date of occupation, title deeds in respect to the suit property, etc. (b) an order appointing a Court Receiver High Court, Bombay as Receiver of the suit premises with all powers under Order XI, rule 1 of the Code of Civil Procedure, 1908 including power to take possession of the suit property and the building to be completed under the supervision of the Court Receiver, High Court, Bombay and after completion hand over the possession of the suit flat to the Plaintiff with such powers as deemed fit and proper to this Hon'ble Court; (c) an order of temporary injunction restraining the Defendants, their officers, partners, servants, agents and/or any person claiming through or under them from selling, disposing of, alienating, encumbering, inducting and

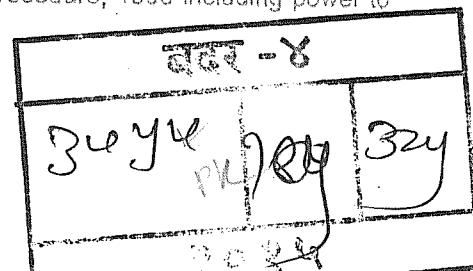


parting with possession to any third party in the suit premises in any manner whatsoever.

- (ii) The said S.C. Suit No 3440 of 2013 is pending.

11. Mr. Atul Shah

- (i) Mr. Atul Shah (the Plaintiff therein) has filed S.C. Suit No.3441 of 2013 against (i) Vaidehi Akash Housing Private Limited, (ii) New D.N. Nagar Juhu Kinara Co-operative Housing Society Limited, (iii) D.N. Nagar Smit Sagar Co-operative Housing Society Limited; (iv) D.N. Nagar Sai Sagar Co-operative Housing Society Limited; (v) New D.N. Nagar Siddhivinayak Co-operative Housing Society Limited; (vi) D.N. Nagar Shiv Sagar Co-operative Housing Society Limited, (vii) New D.N. Nagar Akashdeep Co-operative Housing Society Limited, (viii) New D.N. Nagar Juhu Chhaya Co-operative Housing Society Limited, (ix) New D.N. Nagar Satyam Shivam Sundaram Co-operative Housing Society Limited, (x) New D.N. Nagar Juhu Milan Co-operative Housing Society Limited, (xi) New D.N. Nagar Juhu Angan Co-operative Housing Society Limited, (xii) New D.N. Nagar Co-operative Housing Society Limited, (xiii) Rustomjee Realty Private Limited (collectively referred to herein), whereby the Plaintiff has, inter alia, sought that (i) this Hon'ble Court be pleased to pass a decree, directing the Defendants, jointly and/or severally to comply with their obligations under MOFA, i.e. to enter into a written agreement with the Plaintiff for sale of the suit premises to him and register the same under the Indian Registration Act, 1908; (ii) this Hon'ble Court be pleased to issue a permanent order and injunction thereby restraining the Defendants, their officers, partners, servants, agents and/or any person claiming through or under them from selling, disposing of, alienating and/or encumbering and/or parting with and/or inducting any third party in the suit premises in any manner whatsoever; (iii) this Hon'ble Court be pleased to issue a mandatory order and injunction thereby directing the Defendants jointly and severally to complete the construction of the said suit premises and hand over the possession of the same to the Plaintiff; and (iv) pending the hearing and final disposal of the suit the Plaintiff has, inter alia, sought for:- (a) an order directing the Defendants to disclose on affidavit the IOD, Commencement Certificate, Sanctioned Plans, number of floors and flats in the building, the proposed date of occupation, title deeds in respect to the suit property, etc.; (b) an order appointing a Court Receiver, High Court, Bombay as Receiver of the suit premises with all powers under Order XI, rule 1 of the Code of Civil Procedure, 1908 including power to



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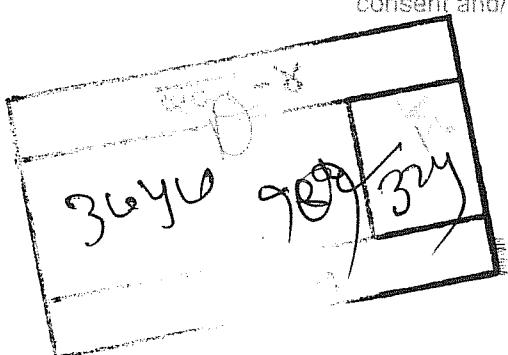
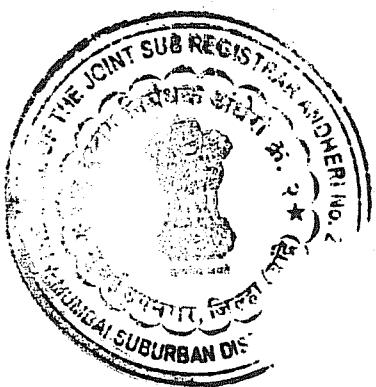
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take possession of the suit property and the building to be completed under the supervision of the Court Receiver, High Court, Bombay and after completion hand over the possession of the suit premises situated at New D.N. Nagar, link Road, Andheri West, Mumbai 400 053, to the Plaintiff with such powers as deemed fit and proper to this Hon'ble Court; (c) an order of temporary injunction restraining the Defendants, their officers, partners, servants, agents and/or any person claiming through or under them from selling, disposing of, alienating, encumbering, inducting and parting with possession to any third party in the suit premises in any manner whatsoever.

- (ii) The said S.C. Suit No.3441 of 2013 is pending.

**12. Shamial Vadhera**

- (i) Mr. Shamial Vadhera (the Plaintiff therein) has filed a Suit being S.C. Suit No.2526 of 2012 against (i) M/s. Vaidehi Akash Housing Pvt. Ltd. (ii) M/s. Rustomjee Realty Pvt. Ltd., (iii) M/s. New D.N. Nagar Co-operative Housing Society (Union) Ltd. and (iv) MHADA (collectively the Defendants therein) whereby the Plaintiff has, inter alia, sought for (i) a declaration that the Letter of Allotment and the MOU both dated 7<sup>th</sup> October, 2010 executed with respect to the suit premises is valid, subsisting and binding upon the Defendants; (ii) a declaration that the Plaintiff has right, title and interest in the FSI of 540 square feet equivalent to the area of the said suit premises; (iii) a direction from the Hon'ble High Court for the specific performance of the said Letter of Allotment and the MOU both dated 7<sup>th</sup> October, 2008; (iv) a declaration from the Hon'ble Court for a charge on the suit premises for payment of the amounts and for appointment of a Court Receiver under the provisions of Order 40 Rule 1 of the Civil Procedure Code, 1908 and (v) Pending the hearing and final disposal of the suit the Plaintiff has, inter alia sought for:- (a) an order of injunction of the Hon'ble Court restraining the Defendants from dealing in any manner whatsoever with, disposing off, alienating, encumbering, parting with possession, creating third party rights and/or inducting any third party into the suit premises; (b) an order of injunction of the Hon'ble Court restraining the Defendants from dealing in any manner whatsoever with, disposing off, alienating, encumbering, creating third party in the FSI equivalent of 540 square feet which forms part of the suit property; and (vi) a direction from the Hon'ble High Court to not grant permission or NOC to any further development without the consent and/or any permission of the Plaintiff.

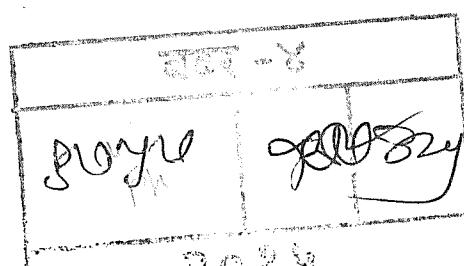


(ii) The said S.C. Suit No.2526 of 2012 is pending

13. Vinayak Govind Thakur

- (i) One, Mr. Vinayak Govind Thakur (the Plaintiff therein) has filed a Suit being S.C. Suit No.1809 of 2007 against (i) Prabhakar G. Thakur, (ii) M/s. Vaidehi Akash Housing Pvt. Ltd. (iii) M/s. New D.N. Nagar Co-operative Housing Society (Union) Ltd. and (iv) MHADA (collectively the Defendants therein) whereby the Plaintiff has, inter alia sought for (a) declaration that the occupation of the plaintiff in respect of the suit premises is deemed to have been regularized as per the policy of Defendant No.4; (b) for a permanent and temporary injunction restraining all the Defendants from disturbing the possession of the plaintiff and his family members in respect of the suit premises through the process of law; (c) an order and direction to Defendant No.3 to provide temporary alternate accommodation to the plaintiff with an assurance to give permanent alternate accommodation in the new building proposed to be constructed in lieu of the suit flat; (d) that the new developer i.e. Defendant No.2 (Rustomjee Realty Pvt. Ltd.) be ordered and directed to pay to the Plaintiff a sum of Rs. 20,000/- per month from 15/1/2012 till date being the compensation amount suffered due to transit accommodation and continue to pay the same till the building completes and permanent alternate accommodation is provided to the plaintiff; (e) for permanent and temporary order of injunction restraining Defendant Nos.2 and 3 from disconnecting the electric and water supply or do any act by which the Plaintiff's right to use and occupy the suit flat is disturbed; (e) in the alternative in case if the water supply and electric connection are disconnected, for an order directing Defendant Nos.2 and 3 to restore the electric and water supply on the plaintiff agreeing to pay the charges for the same as usual; (f) for appointment of court commissioner to visit the site and make report about the condition of the building; (g) for an order and direction from the Hon'ble Court directing Sr. Inspector of Police, D.N. Nagar Police station to assist the plaintiff for the enforcement of injunction orders that may be passed by the Hon'ble Court;
- (ii) In the said Suit, the Plaintiff has also taken out a Chamber Summons being Chamber Summons No. 490 of 2014 whereby the Plaintiff has inter alia sought for impleadment of Rustomjee Realty Pvt. Ltd. (the Respondent therein) as party Defendant No.2 in place and stead of original Defendant No.2 i.e. Vaidehi Akash Housing Pvt. Ltd. and for

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other consequential amendment to the Plaintiff as per the Schedule annexed to the said Chamber Summons.

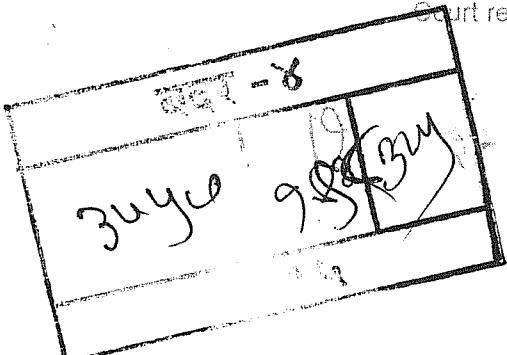
- (iii) By and under an order dated 5<sup>th</sup> November, 2014 the said Chamber Summons bearing no.490 of 2014 was allowed.
- (iv) The said S.C. Suit No.1809 of 2007 is pending

**14. Harmeet Kaur Bajaj**

- (i) By and under a Letter dated 25<sup>th</sup> March, 2010 addressed by Harmeet Kaur Bajaj to us, Wadia Ghandy & Co., inter alia notifying Rustomjee Realty Private Limited with respect to her claim under the allotment letter dated 7<sup>th</sup> September, 2006 issued by Vaidehi Akash Housing Private Limited regarding Flat No. 804 admeasuring 1798.50 square feet (saleable area) on the 8<sup>th</sup> floor of the building known as New D.N. Nagar Sagar Sahwas Colony along with 1 (one) car parking space for an aggregate consideration of Rs.1,12,70,850/- (Rupees One Crore Twelve Lakhs Seventy Thousand Eight Hundred Fifty Only) out of which an amount of Rs.54,85,425/- (Rupees Fifty Four Lakhs Eighty Five Thousand Four Hundred Twenty Five Only) has been paid.

We have vide our Letters dated 13<sup>th</sup> April, 2010 and 28<sup>th</sup> April, 2010 given a reply to the Letter dated 25<sup>th</sup> March, 2010 addressed by Harmeet Kaur Bajaj

- (iii) Subsequently, Mrs. Harmeet Kaur Bajaj (the Plaintiff therein) has filed S.C. Suit No.1999 of 2013 against (i) Vaidehi Akash Housing Private Limited (Defendant No.1 therein), (ii) New D.N. Nagar Co-operative Housing Societies Union Limited (Defendant No.2 therein) and (iii) Rustomjee Realty Private Limited (Defendant No.3 therein) (collectively the Defendants therein), whereby the Plaintiff has, inter alia, sought for (i) judgement and decree directing the Defendants, their successors, employees and assigns to comply with their statutory obligations as provided under MOFA by executing agreement for sale in respect of the suit premises; (ii) authorizing the Registrar of the Hon'ble Court to execute the agreement for sale in respect of the suit premises in favour of the Plaintiff and admit execution before the Sub Registrar of Assurances; (iii) Pending the hearing and final disposal of the suit the Plaintiff has inter alia sought for:- (a) appointment of a Court Receiver in respect of the suit premises; and (b) an order of injunction of the Hon'ble Court restraining the Defendants from dealing in any manner whatsoever

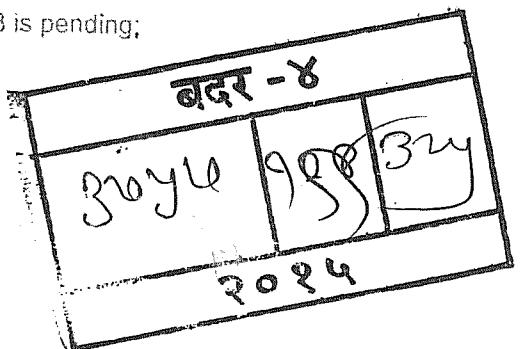


with, disposing off, alienating, assigning or creating third party into the suit premises;

- (iv) The said S.C. Suit No. No 1999 of 2013 is pending

**15. Mandip Singh Bajaj**

- (i) By and under a Letter dated 25th March, 2010 addressed by Mandip Singh Bajaj to us, Wadia Ghandy & Co., inter alia notifying Rustomjee Realty Private Limited with respect to her claim under the allotment letter dated 5<sup>th</sup> November, 2007 issued by Vaidehi Akash Housing Private Limited regarding Flat No. 803 on the 8<sup>th</sup> floor of the building known as New DN Nagar Sagar Sahwas Colony along with 1 (one) car parking space for an aggregate consideration of Rs.1,09,70,90/- (Rupees One Crore Nine Lakhs Seventy Thousand Eight Hundred Twenty Only/-), of which an amount of Rs.54,85,425/- (Rupees Fifty Four Lakhs Eighteen Thousand Four Hundred Twenty Five Only) has been paid.
- (ii) We have vide our Letters dated 13<sup>th</sup> April, 2010 and 26<sup>th</sup> April, 2010 given a reply to the Letter dated 25<sup>th</sup> March, 2010 addressed by Mandip Singh Bajaj.
- (iii) Subsequently, Mandip Singh Bajaj (the Plaintiff therein) has filed S.C. Suit No.2001 of 2013 against (i) Vaidehi Akash Housing Private Limited (Defendant No.1 therein), (ii) New D.N. Nagar Co-operative Housing Societies Union Limited (Defendant No.2 therein) and (iii) Rustomjee Realty Private Limited (Defendant No.3 therein) (collectively the Defendants therein), whereby the Plaintiff has, inter alia, sought for (i) judgement and decree directing the Defendants, their successors, employees and assigns to comply with their statutory obligations as provided under MOFA by executing agreement for sale in respect of the suit premises; (ii) authorizing the Registrar of the Hon'ble Court to execute the agreement for sale in respect of the suit premises in favour of the Plaintiff and admit execution before the Sub Registrar of Assurances; (iii) Pending the hearing and final disposal of the suit the Plaintiff has inter alia sought for:- (a) appointment of a Court Receiver in respect of the suit premises; and (b) an order of injunction of the Hon'ble Court restraining the Defendants from dealing in any manner whatsoever with, disposing off, alienating, assigning or creating third party into the suit premises;
- (iv) The said S.C. Suit No. No.2001 of 2013 is pending;



## 16. Harjit Singh Gouri

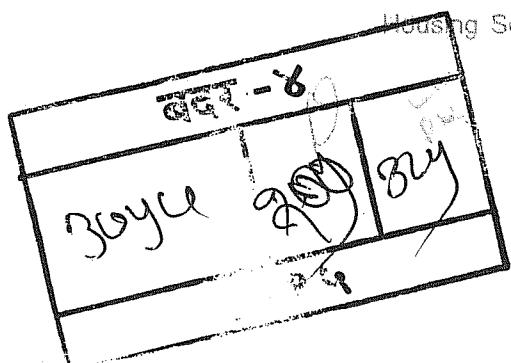
- (i) Mr. Harjit Singh Gouri (the Plaintiff therein) has filed S.C. Suit No.2000 of 2013 against (i) Vaidehi Akash Housing Private Limited (Defendant No.1 therein), (ii) New D.N. Nagar Co-operative Housing Societies Union Limited (Defendant No.2 therein) and (iii) Rustomjee Realty Private Limited (Defendant No.3 therein) (collectively the Defendants therein), whereby the Plaintiff has, inter alia, sought for (i) judgement and decree directing the Defendants, their successors, employees and assigns to comply with their statutory obligations as provided under MOFA by executing agreement for sale in respect of the suit premises; (ii) authorizing the Registrar of the Hon'ble Court to execute the agreement for sale in respect of the suit premises in favour of the Plaintiff and admit execution before the Sub Registrar of Assurances; (iii) Pending the hearing and final disposal of the suit the Plaintiff has inter alia sought for:- (a) appointment of a Court Receiver in respect of the suit premises; and (b) an order of injunction of the Hon'ble Court restraining the Defendants from dealing in any manner whatsoever with, disposing off, alienating, assigning or creating third party into the suit premises;

(ii) The said S C Suit No. No 2000 of 2013 is pending;

CITY CIVIL COURT (MAIN BRANCH)

## Suresh G. Kumar

- (i) Mr. Suresh G. Kumar (the Plaintiff therein) has filed a Suit being Suit No 2271 of 2012 in the Hon'ble Bombay High Court, which has been subsequently transferred to the Hon'ble Bombay City Civil Court at Bombay bearing S.C. Suit No.4161 of 2012 against (i) Vaidehi Akash Housing Private Limited (Defendant No.1 therein), (ii) New D.N. Nagar Juhu Kinara Co-op. Housing Society (Defendant No.2 therein), (iii) D.N. Nagar Smit Sagar Co-op. Housing Society (Defendant No.3 therein), (iv) D.N. Nagar Sai Sagar Co-op. Housing Society (Defendant No.4 therein), (v) New D.N. Nagar Siddhivinayak Co-op. Housing Society (Defendant No.5 therein), (vi) D.N. Nagar Shiv Sagar Co-op. Housing Society (Defendant No.6 therein), (vii) New D.N. Nagar Akashdeep Co-op. Housing Society (Defendant No.7 therein), (viii) New D.N. Nagar Juhu Chhaya Co-op. Housing Society (Defendant No.8 therein), (ix) D.N. Nagar Satyam Shivam Sundaram Co-op. Housing Society (Defendant No.9 therein), (x) New D.N. Nagar Juhu Milan Co-op. Housing Society (Defendant No.10 therein), (xi) New D.N. Nagar Juhu Angan Co-op. Housing Society (Defendant No.11 therein), (xii) New D.N. Nagar Co-



operative Housing Societies Union Limited (Defendant No.12 therein) and (xiii) Rustomjee Realty Private Limited (Defendant No.13 therein) (collectively the Defendants therein), whereby the Plaintiff has, inter alia, sought for (i) a decree directing the Defendants jointly and severally to enter into written agreement with the Plaintiff for sale of the suit premises and register the same; (ii) issue of mandatory order and injunction thereby directing the Defendants jointly and severally to complete the construction of the suit premises and hand over possession of the same to the Plaintiff; (iii) pending the hearing and final disposal of the suit, for an appointment of Court Receiver with all powers under Order XL Rule 1 of the Code of Civil Procedure Code, 1908; (iv) during the hearing and final disposal of the suit, for an order restraining the Defendants from selling, disposing of, alienating, encumbering, mortgaging and parting with possession of any thirty party in the suit premises.

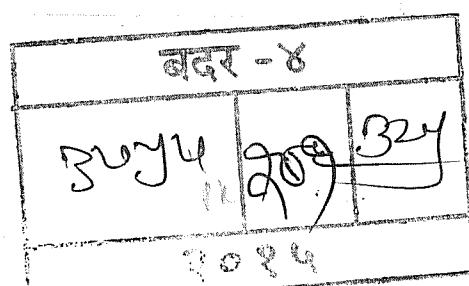
- (ii) The said S.C. Suit No.4161 of 2012 is pending.

E. NATIONAL CONSUMER DISPUTES REDRESSAL ACT, 1986  
DELHI

1. Rajesh Nuwal HUF (Complaint No.176 of 2011)

- (i) By and under the letters dated 26<sup>th</sup> March, 2010, 6<sup>th</sup> May, 2010 and 26<sup>th</sup> April, 2011 addressed by Rajesh Nuwal and Chir Armit Law Chambers on behalf of Rajesh Nuwal respectively to us, Wadia Ghandy & Co., inter alia notifying Rustomjee Realty Private Limited with respect to his claim as follows.

Letter of Allotment dated 16 <sup>th</sup> June, 2007 issued by Vaidehi Akash Housing Private Limited	<ul style="list-style-type: none"> <li>* Flat No. 1001 admeasuring 1335 square feet (carpet area) equivalent to 2247 square feet (super built up area) on the 10<sup>th</sup> Floor.</li> <li>* Flat No. 1101 admeasuring 1335 square feet (carpet area) equivalent to 2247 square feet (super built up area) on the 11<sup>th</sup> Floor.</li> <li>* Flat No. 1003 admeasuring 1068.5 square feet (carpet area) equivalent to 1798.5 square feet (super built up area) on the 10<sup>th</sup> Floor</li> <li>* Flat No. 1002 admeasuring 1335 square feet (carpet area) equivalent to 2247 square feet (super built up area) on the 10<sup>th</sup> Floor.</li> </ul>
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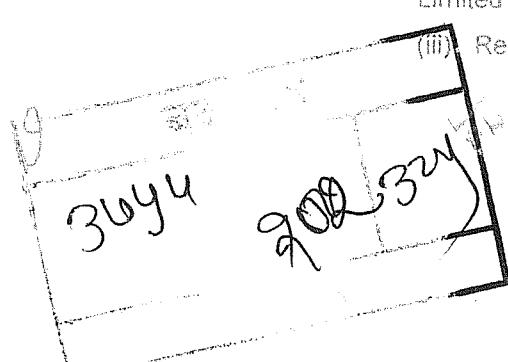


14 <sup>th</sup> August, 2008 issued by Vaidehi Akash Housing Private Limited	<ul style="list-style-type: none"> <li>• Flat No. 1103 admeasuring 1068.5 square feet (carpet area) equivalent to 1798.5 square feet (super built up area) on the 11<sup>th</sup> Floor.</li> <li>• Flat No. 705 admeasuring 1068.5 square feet (carpet area) equivalent to 1798.5 square feet (super built up area) on the 7<sup>th</sup> Floor.</li> </ul>
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- (ii) We have vide our letters dated 13<sup>th</sup> April, 2010, 28<sup>th</sup> April, 2010, 8<sup>th</sup> May, 2010 and 12<sup>th</sup> May, 2011 given a reply to the Letters dated 26<sup>th</sup> March, 2010 and 26<sup>th</sup> April, 2011 addressed by Rajesh Nuwal HUF and Chir Amrit Law Chambers on behalf of Rajesh Nuwal.
- (iii) Thereafter, Rajesh Nuwal HUF (the Complainant therein) has filed a consumer complaint being Complaint No.176 of 2011 against (i) Vaidehi Akash Housing Private Limited (Opposing Party No.1 therein) and (ii) Rustomjee Realty Private Limited (Opposing Party No.2 therein) before the Hon'ble National Consumer Disputes Redressal Commission, New Delhi, whereby the Complainant has, *inter alia*, sought for (i) an order that the Opponents complete the construction and development of the said flats and deliver the peaceful possession of the said flats to the Complainant; (ii) an order that the Opponents pay interest on the amounts paid by the Complainant to Opponent No.1 @ 24% p.a. till the date of possession; or alternatively (i) an order that the Opponents pay the current market price of the said flats to the Complainant; (ii) an order that the Opponents pay Rs. 20,00,000/- (Rupees Twenty Lakh only) for the mental agony caused to the Complainant, (iii) an order that the Opponents to compensate the Complainant with the cost of legal proceedings including these before the Hon'ble National Commission and (iv) an order that the Complainant be provided with the opportunity of hearing before the disposal of this case and may be permitted to urge other grounds/ contentions at the time of hearing.
- (iv) The said Complaint No.176 of 2011 is pending and awaiting disposal.

2. Mr. Vijay Bhuralal Shah (Interim Application No.3230 of 2013 in Complaint No.253 of 2011)

- (i) Mr. Vijay Bhuralal Shah (the Complainant therein) has filed Consumer Complaint No.253 of 2011 against (i) Vaidehi Akash Housing Private Limited (Opposite Party No.1); (ii) GS Phondekar (Opposite Party No.2); (iii) Rekha Shinde (Opposite Party No.3); (iv) Sunita Phondekar

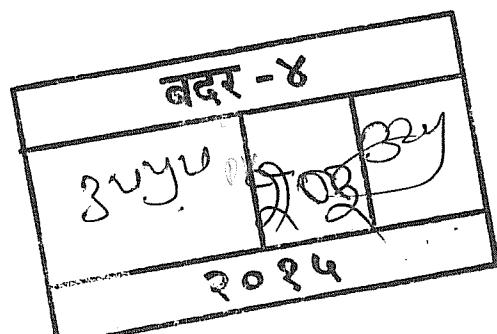


(Opposite Party No.4); (v) Madhavi Kerkar (Opposite Party No.5) and (vi) New DN Nagar CHS Union Ltd. (Opposite Party No.6) (collectively the Opposite Parties) whereby the Complainant has, inter alia, sought (i) to hold the Opposite Parties jointly and severally guilty of deficiency in service and unfair trade practice as per the provisions of the Consumer Protection Act, 1986; (ii) to direct the Opposite Parties jointly and severally to complete the construction of the building and to handover vacant and peaceful possession of the suit premises to the Complainant or alternatively if the Opposite Parties are unable to give and hand over the same then to refund the amount of Rs.67,50,000/- (Rupees Sixty Seven Lakh Fifty Thousand only) paid by the Complainant to Opposite Party Nos. 1 to 5 with interest at 18% p.a. from the dates of respective payments or such other rates as may be deemed reasonable by the Commission; and (iii) pending the hearing and final disposal of the Complaint the Complainant has sought (a) a restrain against Opposite Party Nos. 1 to 6, their authorised agents, servants, family other person acting under them from terminating/abandoning, transferring, selling, mortgaging, disposing of and/or creating any third party interests in respect of the suit premises; (b) a direction against the Opposite Parties not to cancel the Complainants MOU and not to change, alter, amend or modify the layout which was agreed to by the Opposite Parties.

- (ii) The Complainant has filed Interim Application No.3230 of 2013 in the captioned Complaint to implead Rustomjee Realty Private Limited as Opposite Party No.7 in the captioned Complaint.
- (iii) The Interim Application No.3230 of 2013 is pending

3. Mr. Satish Kantilal Mody (Interim Application No.1 of 2012 in Complaint No.164 of 2011)

- (i) Mr. Satish Kantilal Mody (the Complainant therein) has filed Consumer Complaint No.164 of 2011.
- (ii) The Complainant has filed Interim Application No.1 of 2012 in the captioned Complaint to implead Rustomjee Realty Private Limited as Opposite Party No.7 in the captioned Complaint.
- (iii) The Interim Application No.1 of 2012 is pending.

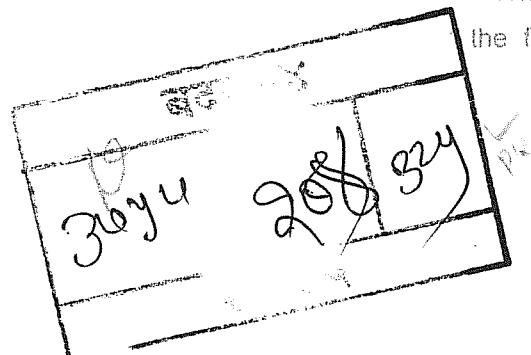


4. Jasbir Singh Bhuller (Complaint No.285 of 2012)

- (i) Jasbir Singh Bhuller (the Complainant therein) has filed Consumer Complaint No 285 of 2012 against (i) Vaidehi Akash Housing Private Limited (Opposite Party No.1); (ii) GS Phondekar (Opposite Party No.2); (iii) Rekha Shinde (Opposite Party No.3); (iv) Sunita Phondekar (Opposite Party No.4); (v) Madhavi Kerkar (Opposite Party No.5); (vi) New DN Nagar CHS Union Ltd (Opposite Party No.6); and (vii) Rustomjee Realty Private Limited (Opposite Party No.7) (collectively the Opposite Parties) whereby the Complainant has, inter alia, sought for an order (i) allowing the captioned Complaint; (ii) holding the Opposite Parties guilty of deficiency in service and unfair trade practices and a direction to all the Opposite Parties to enter into and register Agreement for Sale and hand over the legal and vacant possession of the suit premises for the agreed amount of Rs.1,12,35,000/- (One Crore Twelve Lakh Thirty Five Thousand only); and (iii) pending the final disposal of the captioned Complaint the Complainant has sought for:- (a) an order restraining the Opposite Parties and their authorized agents, servants and representatives from relinquishing, transferring, selling, mortgaging, disposing of and creating any third party interest in the suit premises; (b) an order directing all the Opposite Parties not to cancel the Complainant's Agreement for Sale of the suit premises.
- (ii) The Complaint No. 285 of 2012 is pending.

5. Bhagwant Kaur Bhuller & Lakhbir Singh Bhuller (Complaint No.286 of 2012)

- (i) Bhagwant Kaur Bhuller (the Complainant therein) has filed Consumer Complaint No.286 of 2012 against (i) Vaidehi Akash Housing Private Limited (Opposite Party No.1); (ii) GS Phondekar (Opposite Party No.2); (iii) Rekha Shinde (Opposite Party No.3); (iv) Sunita Phondekar (Opposite Party No.4), (v) Madhavi Kerkar (Opposite Party No.5), (vi) New DN Nagar CHS Union Ltd. (Opposite Party No.6); and (vii) Rustomjee Realty Private Limited (Opposite Party No.7) (collectively the Opposite Parties) whereby the Complainant has, inter alia, sought for an order (i) allowing the captioned Complaint; (ii) holding the Opposite Parties guilty of deficiency in service and unfair trade practices and a direction to all the Opposite Parties to enter into and register Agreement for Sale and hand over the legal and vacant possession of the suit premises for the agreed amount of Rs.1,13,30,550/- (One Crore Thirteen Lakh Thirty Thousand Five Hundred Fifty only); (iii) pending the final disposal of the captioned Complaint the Complainant has



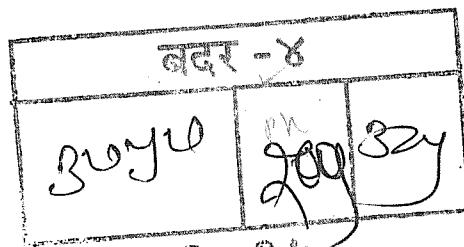
sought for:- (a) an order restraining the Opposite Parties and their authorized agents, servants and representatives from relinquishing, transferring, selling, mortgaging, disposing of and creating any third party interest in the suit premises; (b) an order directing all the Opposite Parties not to cancel the Complainant's Agreement for Sale of the suit premises; (iv) directing Opponent Nos.1 to 5 to pay to the Complainants a sum of Rs.5,00,000/- (Rupees Five Lakhs Only) towards compensation for the mental agony, trauma and inconvenience experienced because of the Unfair Trade Practice, Negligence and Deficiency in Service of the Opponents and (v) directing Opponents to pay to the Complainants a sum of Rs. 2,00,000/- (Rupees Two Lakhs Only) being the legal and other incidental expenses incurred by the Complainants for filing this Complaint.

- (ii) The Complaint No 286 of 2012 is pending.

6. Lakhbir Singh Bhuller & Bhawant Kaur Bhuller (Complaint No 287 of 2012)

- (i) Bhagwant Kaur Bhuller (the Complainant therein) has filed Consumer Complaint No.287 of 2012 against (i) Vandeshi Akash Housing Private Limited (Opposite Party No.1); (ii) GS Photonics (Opposite Party No.2); (iii) Rekha Shinde (Opposite Party No.3); (iv) Sunita Phondekar (Opposite Party No.4); (v) Madhavi Kerkar (Opposite Party No.5); (vi) New DN Nagar CHS Union Ltd (Opposite Party No.6); and (vii) Rustomjee Realty Private Limited (Opposite Party No.7) (collectively the Opposite Parties) whereby the Complainant has, inter alia, sought for an order (i) allowing the captioned Complaint; (ii) holding the Opposite Parties guilty of deficiency in service and unfair trade practices and a direction to all the Opposite Parties to enter into and register Agreement for Sale and hand over the legal and vacant possession of the suit premises for the agreed amount of Rs.1,41,56,100/- (One Crore Forty One Lakh Fifty Six Thousand One Hundred only); and (iii) pending the final disposal of the captioned Complaint the Complainant has sought for:- (a) an order restraining the Opposite Parties and their authorized agents, servants and representatives from relinquishing, transferring, selling, mortgaging, disposing of and creating any third party interest in the suit premises; (b) an order directing all the Opposite Parties not to cancel the Complainant's Agreement for Sale of the suit premises iv) directing Opponent Nos.1 to 5 to pay to the Complainants a sum of Rs.5,00,000/- (Rupees Five Lakhs Only) towards compensation for the mental agony, trauma and inconvenience experienced because of the Unfair Trade Practice, Negligence and Deficiency in Service of the

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Opponents and (v) directing Opponents to pay to the Complainants a sum of Rs 2,00,000/- (Rupees Two Lakhs Only) being the legal and other incidental expenses incurred by the Complainants for filing this Complaint.

- (ii) The Complaint No. 287 of 2012 is pending

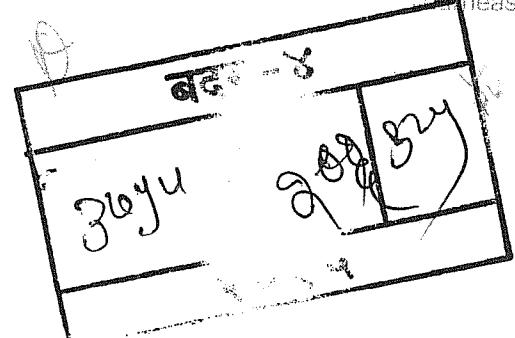
F.	STATE	CONSUMER	DISPUTES	REDRESSAL	COMMISSION
<u>MAHARASHTRA, MUMBAI</u>					

1. Pankaj Nilmani (Complaint No.241 of 2011)

- (i) Pankaj Nilmani (the Complainant therein) has filed a consumer complaint being Consumer Complaint No. 241 of 2011 against (i) Vaidehi Akash Housing Private Limited (Opposing Party No.1 therein); (ii) Rustomjee Realty Private Limited (Opposing Party No.2 therein) and (iii) New D.N. Nagar Co-operative Housing Societies Union Limited (Opposing Party No.3 therein) before the Hon'ble State Consumer Disputes Redressal Commission Maharashtra, Mumbai, whereby the Complainant has, inter alia, sought for (i) a direction from the Hon'ble Commission to the Opposing Parties to hand over possession of the flat bearing no.1203 admeasuring 885 square feet (saleable area) on the 12<sup>th</sup> floor of Building No.1 or in any other equivalent flat along with 1 (one) car parking space ("Suit Premises"); (ii) a direction from the Hon'ble Commission to the Opposing Parties to forthwith sign and register necessary agreement for sale/sale deed in favour of the Complainant for the sale of the Suit Premises and (iii) a direction from the Hon'ble Commission restraining the Opposing Parties from creating any third party rights with respect to the Suit Premises
- (ii) The said Complaint No.241 of 2011 is pending and awaiting disposal.

2. Pankaj Nilmani (Complaint No.242 of 2011)

- (i) Pankaj Nilmani (the Complainant therein) has filed a consumer complaint being Consumer Complaint No. 242 of 2011 against (i) Vaidehi Akash Housing Private Limited (Opposing Party No.1 therein); (ii) Rustomjee Realty Private Limited (Opposing Party No.2 therein) and (iii) New D.N. Nagar Co-operative Housing Societies Union Limited (Opposing Party No.3 therein) before the Hon'ble State Consumer Disputes Redressal Commission Maharashtra, Mumbai, whereby the Complainant has, inter alia, sought for (i) a direction from the Hon'ble Commission to the Opposing Parties to hand over possession of the flat bearing no.1202 admeasuring 885 square feet (saleable area) on the 12<sup>th</sup> floor of Building

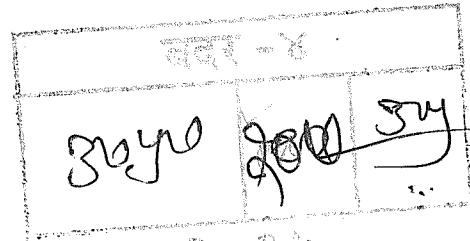


No.1 or in any other equivalent flat along with 1 (one) car parking space ("Suit Premises"); (ii) a direction from the Hon'ble Commission to the Opposing Parties to forthwith sign and register necessary agreement for sale/sale deed in favour of the Complainant for the sale of the Suit Premises and (iii) a direction from the Hon'ble Commission restraining the Opposing Parties from creating any third party rights with respect to the Suit Premises.

- (ii) The said Complaint No. 242 of 2011 is pending

3. Sameer B. Patani (Complaint No. 153 of 2011)

- (i) Sameer Patani (the Complainant therein) has filed a consumer complaint being Consumer Complaint No. 153 of 2011 against (i) Wadia Niresh Housing Private Limited (Opponent Party No.1 therein); (ii) Shri. S. Phondekar (Opponent Party No.2 therein); (iii) Mrs. Rekha Sanje (Opponent Party No.3 therein); (iv) Mrs. Savita Phondekar (Opponent Party No.4 therein); (v) Mrs. Madhvi Kerkar (Opponent Party No.5 therein); (vi) New D.N. Nagar Co-operative Housing Societies Union Limited (Opponent Party No.6 therein) and (vii) Rustomjee Realty Private Limited (Opponent Party No.7 therein) and before the Hon'ble State Consumer Disputes Redressal Commission Maharashtra, Mumbai, whereby the Complainant has, inter alia, sought for (i) the aforesaid complaint to be allowed by accepting the grievance made by the Complainant; (ii) an order that the Opponent Nos. 1 to 5 be held liable for deficiency in service, unfair trade practice and a direction from the Hon'ble Commission that all the opponents or anyone claiming through Opponent No 6 give and handover vacant and peaceful possession of the agreed flat bearing no.1103 on the 11<sup>th</sup> floor plus car parking area in the then proposed Building No 4 or equal area in any other building in the proposed redevelopment of said Land ("Suit Premises"); (iii) an order, pending the hearing and final disposal of the aforesaid complaint, restraining the Opponent Nos. 1 to 7 and their authorized agents, servants and representatives from relinquishing, transferring, selling, mortgaging, disposing off or creating any third party interest in the Suit Premises; (iv) direction from the Hon'ble Commission, pending the hearing and final disposal of the aforesaid complaint, to all the Opponents to not cancel the Complainant's Agreement for Sale with respect to the Suit Premises; (v) a direction from the Hon'ble Commission that the Opponent Nos.1 to 5 pay to the Complainants a sum of Rs.30,00,000/- (Rupees Thirty Lakh only) towards compensation for the mental agony, trauma and inconvenience experienced because of

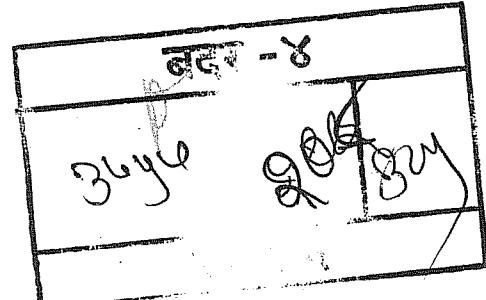
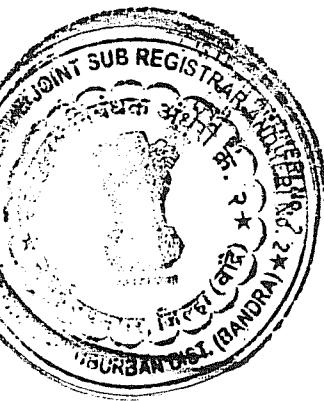


the unfair trade practice, negligence and deficiency in service of the Opponents; (vi) a direction from the Hon'ble Commission that the Opponent Nos.1 to 5 pay interest at the rate of 21% p.a. (twenty one percent per annum) on the compensation prayed above from the date of making payment to the Opponent Nos. 1 to 5 i.e. 25<sup>th</sup> January, 2008; (vii) a direction from the Hon'ble Commission that the Opponents pay to the Complainant a sum of Rs.2,00,000/- (Rupees Two Lakh only) being the legal and other incidental expense incurred by the Complainant for filing the aforesaid complaint.

- (ii) The said Complaint No. 153 of 2011 is pending .

**4. Nilesh A. Shah (HUF) and Kamlesh B. Mehta (HUF) (Complaint No. 154 of 2011)**

- (i) Nilesh A. Shah (HUF) and Kamlesh B. Mehta (HUF) (the Complainants therein) have filed a consumer complaint being Consumer Complaint No 154 of 2011 against (i) Vaidehi Akash Housing Private Limited (Opponent Party No.1 therein); (ii) Shri G.S. Phondekar (Opponent Party No.2 therein); (iii) Mrs. Rekha Shinde (Opponent Party No.3 therein); (iv) Mrs. Sunita Phondekar (Opponent Party No.4 therein); (v) Mrs. Madhvi Kerkar (Opponent Party No.5 therein); (vi) New D.N. Nagar Co-operative Housing Societies Union Limited (Opponent Party No.6 therein) and (vii) Rustomjee Realty Private Limited (Opponent Party No.7 therein) and before the Hon'ble State Consumer Disputes Redressal Commission Maharashtra, Mumbai, whereby the Complainants have, inter alia, sought for (i) the aforesaid complaint to be allowed by accepting the grievance made by the Complainant; (ii) an order that the Opponent Nos. 1 to 5 be held liable for deficiency in service, unfair trade practice and a direction from the Hon'ble Commission that all the opponents or anyone claiming through Opponent No.6 or Opponent No.7 give and handover vacant and peaceful possession of the agreed flat bearing no.504 on the 5<sup>th</sup> floor plus car parking area in the then proposed Building No.4 or equal area in any other building in the proposed redevelopment of said Land ("Suit Premises"); (iii) an order, pending the hearing and final disposal of the aforesaid complaint, restraining the Opponent Nos. 1 to 7 and their authorized agents, servants and representatives from relinquishing, transferring, selling, mortgaging, disposing off or creating any third party interest in the Suit Premises; (iv) direction from the Hon'ble Commission, pending the hearing and final disposal of the aforesaid complaint, to all the Opponents to not cancel the Complainants' Agreement for Sale with respect to the Suit Premises; (v)

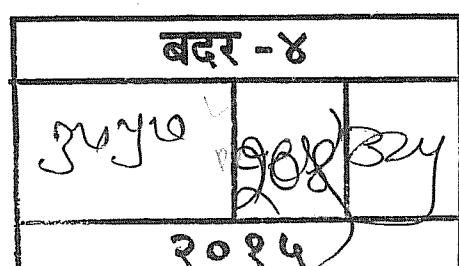


a direction from the Hon'ble Commission that the Opponent Nos.1 to 5 pay to the Complainants a sum of Rs.30,00,000/- (Rupees Thirty Lakh only) towards compensation for the mental agony, trauma and inconvenience experienced because of the unfair trade practice, negligence and deficiency in service of the Opponents; (vi) a direction from the Hon'ble Commission that the Opponent Nos 1 to 5 pay interest at the rate of 21% p.a. (twenty one percent per annum) on the compensation prayed above from the date of making first payment to the Opponent Nos. 1 to 5 i.e. 1<sup>st</sup> January, 2008; (vii) an order from the Hon'ble Commission that the Opponents pay to the Complainant a sum of Rs 2,00,000/- (Rupees Two Lakh only), being the legal and other incidental expense incurred by the Complainant for filing the aforesaid complaint.

- (ii) The said Complaint No.154 of 2011 is pending.

**5. Arvind K. Shah and Ashish A. Shah (HUF) (Complaint No. 155 of 2011)**

- (i) Arvind K. Shah and Ashish A. Shah (HUF) (the Complainants therein) have filed a consumer complaint being Consumer Complaint No. 155 of 2011 against (i) Vaidehi Akash Housing Private Limited (Opponent Party No.1 therein); (ii) Shri G.S. Phondekar (Opponent Party No.2 therein); (iii) Mrs. Rekha Shinde (Opponent Party No.3 therein); (iv) Mrs. Sunita Phondekar (Opponent Party No.4 therein); (v) Mrs. Madhvi Kerkar (Opponent Party No.5 therein); (vi) New D.N. Nagar Co-operative Housing Societies Union Limited (Opponent Party No.6 therein) and (vii) Rustomjee Really Private Limited (Opponent Party No.7 therein) and before the Hon'ble State Consumer Disputes Redressal Commission Maharashtra, Mumbai, whereby the Complainants have, inter alia, sought for (i) the aforesaid complaint to be allowed by accepting the grievance made by the Complainant; (ii) an order that the Opponent Nos. 1 to 5 be held liable for deficiency in service, unfair trade practice and a direction from the Hon'ble Commission that all the opponents or anyone claiming through Opponent No.6 or Opponent No.7 give and handover vacant and peaceful possession of the agreed flat bearing no.505 on the 5<sup>th</sup> floor plus car parking area in the then proposed Building No.4 or equal area in any other building in the proposed redevelopment of said Land ("Suit Premises"); (iii) an order, pending the hearing and final disposal of the aforesaid complaint, restraining the Opponent Nos 1 to 7 and their authorized agents, servants and representatives from relinquishing, transferring, selling, mortgaging, disposing off or creating any third party interest in the Suit Premises; (iv) direction from the

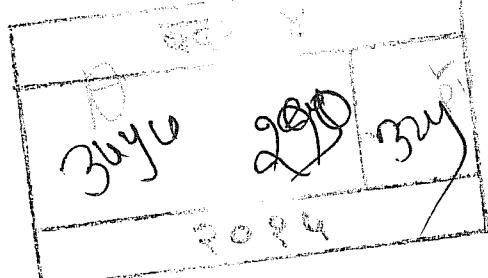


Hon'ble Commission, pending the hearing and final disposal of the aforesaid complaint, to all the Opponents to not cancel the Complainants' Agreement for Sale with respect to the Suit Premises, (v) a direction from the Hon'ble Commission that the Opponent Nos.1 to 5 pay to the Complainants a sum of Rs.30,00,000/- (Rupees Thirty Lakh only) towards compensation for the mental agony, trauma and inconvenience experienced because of the unfair trade practice, negligence and deficiency in service of the Opponents; (vi) a direction from the Hon'ble Commission that the Opponent Nos 1 to 5 pay interest at the rate of 21% p.a. (twenty one percent per annum) on the compensation prayed above from the date of making first payment to the Opponent Nos. 1 to 5 i.e. 1<sup>st</sup> January, 2008; (vii) a direction from the Hon'ble Commission that the Opponents pay to the Complainant a sum of Rs.2,00,000/- (Rupees Two Lakh only) being the legal and other incidental expense incurred by the Complainant for filing the aforesaid complaint.

- (ii) The said Complaint No.155 of 2011 is pending

Mr. Jagdish K. Kakwani and Mrs. Rita J. Kakwani (Complaint No. 332 of 2011)

- (i) Mr. Jagdish K. Kakwani and Mrs. Rita J. Kakwani (the Complainants therein) have filed a consumer complaint being Consumer Complaint No. 332 of 2011 against (i) Vaidehi Akash Housing Private Limited (Opponent Party No.1 therein); (ii) Shri G.S. Phondekar (Opponent Party No.2 therein); (iii) Mrs. Rekha Shinde (Opponent Party No.3 therein); (iv) Mrs. Sunita Phondekar (Opponent Party No.4 therein); (v) Mrs. Madhvi Kerkar (Opponent Party No.5 therein); (vi) New D.N. Nagar Co-operative Housing Societies Union Limited (Opponent Party No.6 therein) and (vii) Rustomjee Really Private Limited (Opponent Party No.7 therein) and before the Hon'ble State Consumer Disputes Redressal Commission Maharashtra, Mumbai, whereby the Complainants have, inter alia, sought for (i) the aforesaid complaint to be allowed by accepting the grievance made by the Complainants; (ii) an order that the Opponent Nos. 1 to 5 be held liable for deficiency in service, unfair trade practice and a direction from the Hon'ble Commission that all the opponents or anyone claiming through Opponent No.6 or Opponent No.7 give and handover vacant and peaceful possession of the agreed flat bearing no.202 on the 2<sup>nd</sup> floor with balcony plus car parking area in the then proposed Building No.4 ("Suit Premises"); (iii) on order that in case of failure or inability of the Opponents they be directed to give and



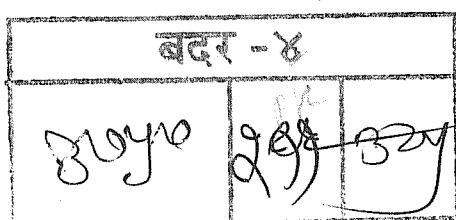
handover another flat admeasuring the same area in the similar surrounding/ locality to the Complainants; (iv) an order, pending the hearing and final disposal of the aforesaid complaint, restraining the Opponent Nos. 1 to 7 and their authorized agents, servants and representatives from relinquishing, transferring, selling, mortgaging, disposing off or creating any third party interest in the Suit Premises; (v) direction from the Hon'ble Commission, pending the hearing and final disposal of the aforesaid complaint, to all the Opponents to not cancel the Complainants' allotment with respect to the Suit Premises; (vi) a direction from the Hon'ble Commission that the Opponents Nos. 1 to 5 pay to the Complainants a sum of Rs.25,000/- (Rupees Twenty Five Lakh only) towards compensation for the mental agony, trauma and inconvenience experienced because of the unfair trade practice, negligence and deficiency in service of the Opponents; (vii) a direction from the Hon'ble Commission that the Opponents Nos. 1 to 5 pay interest at the rate of 21% p.a. (twenty one percent per annum) on the compensation prayed above from the date of making first payment to the Opponent Nos. 1 to 5 i.e. 27<sup>th</sup> March, 2008; (viii) a direction from the Hon'ble Commission that the Opponents pay to the Complainant a sum of Rs.2,00,000/- (Rupees Two Lakh only) being the legal and other incidental expense incurred by the Complainant for filing the aforesaid complaint.

- (ii) The said Complaint No.332 of 2011 is pending

#### 7. Dwarko Hariplani (Consumer Complaint No. 266 of 2011)

- (i) Dwarko Hariplani (the Complainant therein) has filed Consumer Complaint No.285 of 2012 against (i) Vaidehi Akash Housing Private Limited (Opposite Party No.1); (ii) GS Phondekar (Opposite Party No.2); (iii) Rekha Shinde (Opposite Party No.3); (iv) Sunita Phondekar (Opposite Party No.4); (v) Madhavi Kerkar (Opposite Party No.5); (vi) New DN Nagar CHS Union Ltd. (Opposite Party No.6) and (vii) Rustomjee Realty Private Limited (Opposite Party No.7) (collectively the Opposite Parties) whereby the Complainant has, inter alia, sought for an order (i) allowing the captioned Complaint; (ii) holding the Opposite Party Nos. 1 to 5 guilty of deficiency in service and unfair trade practices and a direction that all the opponents or anyone claiming through Opposite Party No.6 or Opposite Party No.7 give and handover vacant and peaceful possession of the suit premises or equal area in any other building in the proposed redevelopment of the said Land to the Complainant; (iii) pending the final disposal of the captioned Complaint,

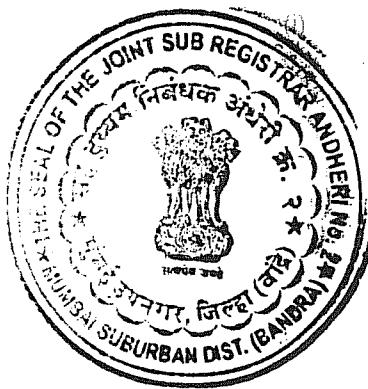
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the Complainant has sought for:- (a) and order restraining Opposite Party Nos. 1 to 7 and their authorized agents, servants & representatives from relinquishing, transferring, selling, mortgaging, disposing of and creating any third party interest in the suit premises of the Complainant; (b) an order directing the Opposite Parties not to cancel the Complainant's Agreement for Sale of the suit premises.

- (ii) By and under an order dated 16<sup>th</sup> December, 2013, the captioned Complaint has been withdrawn.

**8. Ashutosh Jaiswal (Consumer Complaint No. 295 of 2012)**

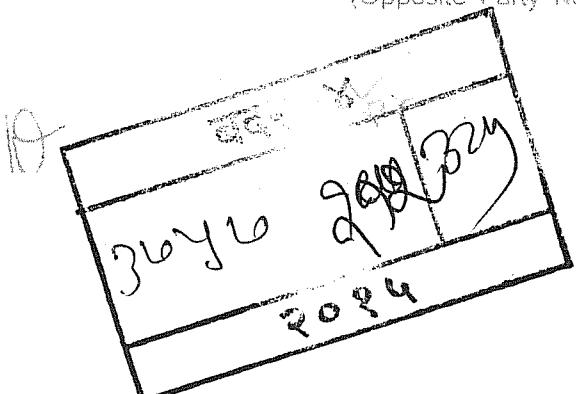


Ashutosh Jaiswal (the Complainant therein) has filed Consumer Complaint No.295 of 2012 against (i) Vaidehi Akash Housing Private Limited (Opposite Party No.1); (ii) GS Phondekar (Opposite Party No.2); (iii) Rekha Shinde (Opposite Party No.3); (iv) Sunita Phondekar (Opposite Party No.4); (v) Madhavi Kerkar (Opposite Party No.5); (vi) New DN Nagar CHS Union Ltd. (Opposite Party No.6) and (vii) Rustomjee Really Private Limited (Opposite Party No.7) (collectively the Opposite Parties) whereby the Complainant has, inter alia, sought for an order (i) allowing the captioned Complaint; (ii) holding the Opposite Party Nos. 1 to 5 guilty of deficiency in service and unfair trade practices and a direction that all the opponents or anyone claiming through Opposite Party No.6 or Opposite Party No.7 give and handover vacant and peaceful possession of the suit premises or equal area in any other building in the proposed redevelopment of the said Land to the Complainant; (iii) pending the final disposal of the captioned Complaint, the Complainant has sought for:- (a) and order restraining Opposite Party Nos. 1 to 7 and their authorized agents, servants & representatives from relinquishing, transferring, selling, mortgaging, disposing of and creating any third party interest in the suit premises of the Complainant; (b) an order directing the Opposite Parties not to cancel the Complainant's Agreement for Sale of the suit premises.

- (ii) The Complaint No. 295 of 2012 is pending.

**9. Ashutosh Jaiswal (Consumer Complaint No. 296 of 2012)**

- (i) Ashutosh Jaiswal (the Complainant therein) has filed Consumer Complaint No.296 of 2012 against (i) Vaidehi Akash Housing Private Limited (Opposite Party No.1); (ii) GS Phondekar (Opposite Party No.2); (iii) Rekha Shinde (Opposite Party No.3); (iv) Sunita Phondekar (Opposite Party No.4); (v) Madhavi Kerkar (Opposite Party No.5); (vi)



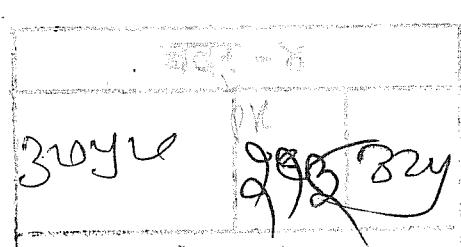
New DN Nagar CHS Union Ltd. (Opposite Party No.6) and (vii) Rustomjee Realty Private Limited (Opposite Party No.7) (collectively the Opposite Parties) whereby the Complainant has, inter alia, sought for an order (i) allowing the captioned Complaint; (ii) holding the Opposite Party Nos. 1 to 5 guilty of deficiency in service and unfair trade practices and a direction that all the opponents or anyone claiming through Opposite Party No.6 or Opposite Party No.7 give and handover vacant and peaceful possession of the suit premises or part thereof in any other building in the proposed redevelopment of the said land to the Complainant; (iii) pending the final disposal of the captioned Complaint, the Complainant has sought for:- (a) an order restraining Opposite Party Nos. 1 to 7 and their authorized agents, servants & representatives from relinquishing, transferring, selling, mortgaging, disposing of and creating any third party interest in the suit premises of the Complainant; (b) an order directing the Opposite Parties to cancel the Complainant's Agreement for Sale of the suit premises.

(ii) The Complaint No. 296 of 2012 is pending

10. Mr. Ashvin Joseph D'souza & Mrs. Nalini Ashvin D'souza (Consumer Complaint No. 206 of 2013)

(i) Mr. Ashvin Joseph D'souza & Mrs. Nalini Ashvin D'souza (the Complainants therein) has filed Consumer Complaint No.206 of 2013 against (i) Vaidehi Akash Housing Private Limited (Opposite Party No.1); (ii) GS Phondekar (Opposite Party No.2); (iii) Rekha Shinde (Opposite Party No.3); (iv) Sunita Phondekar (Opposite Party No.4); (v) Madhavi Kerkar (Opposite Party No.5); (vi) New DN Nagar CHS Union Ltd. (Opposite Party No.6) and (vii) Rustomjee Realty Private Limited (Opposite Party No.7) (collectively the Opposite Parties) whereby the Complainants have, inter alia, sought for an order (i) allowing the captioned Complaint; (ii) holding the Opposite Parties guilty of deficiency in service and unfair trade practices and a direction that all the Opposite Parties to handover to the Complainants the legal and vacant possession of the suit premises for the agreed amount of Rs.30,00,000/- (Rupees Thirty Lakh Only) or in the alternative directing the Opposite Parties to give possession of alternate flat of the same size in the same locality for the agreement amount of Rs.30,00,000/- (Rupees Thirty Lakh Only); (iii) pending the final disposal of the captioned Complaint, the Complainants have sought for:- (a) and order restraining Opposite Parties and their authorized agents, servants & representatives from relinquishing, transferring, selling, mortgaging, disposing of and creating any third party

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interest in the suit premises of the Complainants; (b) an order directing the Opposite Parties not to cancel the Complainants' Agreement for Sale of the suit premises.

- (ii) The Complaint No. 206 of 2013 is pending

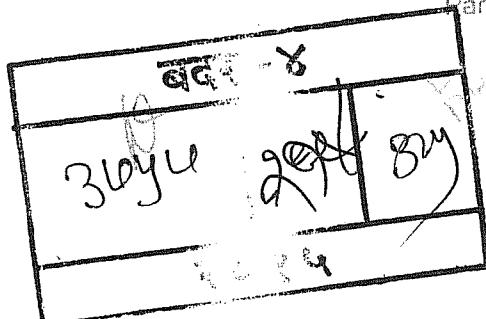
**11. Mrs. Nalini Ashvin D'souza & Mr. Ashvin Joseph D'souza (Consumer Complaint No. 207 of 2013)**

- (i) Mrs. Nalini Ashvin D'souza & Mr. Ashvin Joseph D'souza (the Complainants therein) has filed Consumer Complaint No.207 of 2013 against (i) Vaidehi Akash Housing Private Limited (Opposite Party No.1); (ii) GS Phondekar (Opposite Party No.2); (iii) Rekha Shinde (Opposite Party No.3); (iv) Sunita Phondekar (Opposite Party No.4); (v) Madhavi Kerkar (Opposite Party No.5); (vi) New DN Nagar CHS Union Ltd. (Opposite Party No.6) and (vii) Rustomjee Realty Private Limited (Opposite Party No.7) (collectively the Opposite Parties) whereby the Complainants have, inter alia, sought for an order (i) allowing the captioned Complaint; (ii) holding the Opposite Parties guilty of deficiency in service and unfair trade practices and a direction that all the Opposite Parties to handover to the Complainants the legal and vacant possession of the suit premises for the agreed amount of Rs.30,00,000/- (Rupees Thirty Lakh Only) or in the alternative directing the Opposite Parties to give possession of alternate flat of the same size in the same locality for the agreement amount of Rs.30,00,000/- (Rupees Thirty Lakh Only), (iii) pending the final disposal of the captioned Complaint, the Complainants have sought for:- (a) an order restraining Opposite Parties and their authorized agents, servants & representatives from relinquishing, transferring, selling, mortgaging, disposing of and creating any third party interest in the suit premises of the Complainant; (b) an order directing the Opposite Parties not to cancel the Complainant's Agreement for Sale of the suit premises.

- (ii) The Complaint No. 206 of 2013 is pending.

**12. Smt. Tripta Rajkumar Sharma (Complaint No. 455 of 2013)**

- (i) Smt. Tripta Rajkumar Sharma through her constituted attorney Vijay K. Chauhan (the Complainant therein) has filed Consumer Complaint No.455 of 2013 against (i) Vaidehi Akash Housing Private Limited (Opposite Party No.1); (ii) G. S Phondekar (Opposite Party No.2); (iii) Sunita Phondekar (Opposite Party No.3); (iv) Madhavi Kerkar (Opposite Party No.4); (v) Rekha Shinde (Opposite Party No.5); (vi) New DN Nagar



CHS Union Ltd. (Opposite Party No.6) and (vii) Rustomjee Realty Private Limited (Opposite Party No.7) (collectively the Opposite Parties) whereby the Complainants have, inter alia, sought for an order (i) allowing the captioned Complaint; (ii) holding the Opposite Parties guilty of deficiency in service and unfair trade practices and a direction that all the Opposite Parties to handover to the Complainants the legal and vacant possession of the suit premises or in the alternative directing the Opposite Parties to give possession of alternate flat of the same size in the same locality for the agreement amount of Rs.30,00,000/- (Rupees Thirty Lakh Only); (iii) pending the final disposal of the captioned Complaint by the Complainant has sought for:- (a) an order restraining Opposite Parties and their authorized agents, servants & representatives from demolishing, transferring, selling, mortgaging, disposing of and creating any third party interest in the suit premises of the Complainant; (b) an order directing the Opposite Parties not to cancel the Complainant's Agreement for Sale of the suit premises.

- (ii) The said Complaint No. 455 of 2013 is pending.

**G. CONSUMER DISPUTES REDRESSAL FORUM, MUMBAI SUBURBAN DISTRICT**

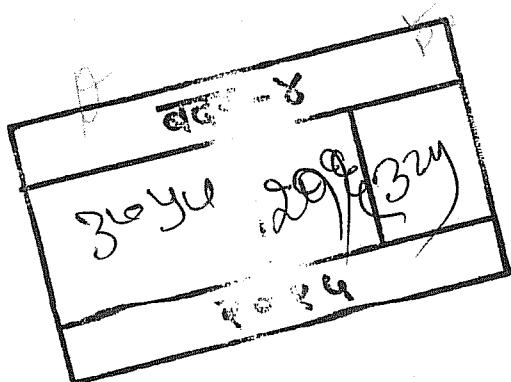
**1. Renu Khanolkar (Complaint No. DF/MSD/371 of 2008)**

- (i) By and under a Letter dated 3<sup>rd</sup> June, 2010 addressed by Uday Wavikar, Advocate High Court on behalf of Renu Khanolkar (being a member of New DN Nagar Co-operative Housing Societies Union Limited), to us, Wadia Ghandy & Co., inter alia calling upon Rustomjee Realty Private Limited to refrain from proceedings with development of the said Land
- (ii) We have vide our letter dated 16<sup>th</sup> June, 2010 given a reply to the Letter dated 3<sup>rd</sup> June, 2010 addressed by Uday Wavikar, Advocate High Court.
- (iii) Subsequently, the said Renu Khanolkar filed a consumer complaint being Consumer Complaint No. DF/MSD/370 of 2008 against (i) Vaidehi Akash Housing Private Limited (Opposite Party No.1 therein); (ii) Mr. Gurunath Phondekar (Opposite Party No.2 therein) and (iii) New D.N. Nagar Co-operative Housing Societies Union Limited (Opposite Party No.3 therein); and (iv) Sai Sagar Co-operative Housing Society Ltd. (Opposite Party No.4 therein) before the Hon'ble Consumer Disputes Redressal Forum, Mumbai Suburban District, Bandra, whereby the Complainant has, inter alia, sought for (i) a declaration from the Hon'ble Forum to hold the Opposite Parties No.1, 2, 3 and 4 to be guilty of

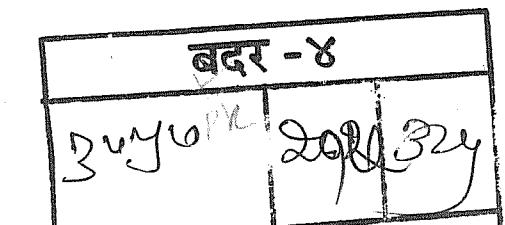
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deficiency in service and unfair trade practice and gross negligence as per the provisions of the Consumer Protection Act, 1986; (ii) pending the hearing and final disposal of the Complaint a direction from the Hon'ble Forum to the Opposite Parties Nos. 1 to 4 and their agents and servants to immediately stop all activities in the redevelopment process including demolition, reconstruction and redevelopment and any other work incidental in respect of the redevelopment work; (iii) a direction from the Hon'ble Forum to the Opposite Parties to provide for and handover to the Complainant a temporary residential accommodation on ownership basis of 640 square feet (carpet area) in locality within 1 (one) kilometer radius from DN Nagar Andheri (West) pending the hearing and final disposal of this Complaint; (iv) a direction to the Opposite Party to pay to the Complainant a rent deposit of Rs. 5,00,000/- (Rupees Five Lakh only) and monthly rent of Rs. 25,000/- (Rupees Twenty Five Thousand only) for alternate residential accommodation till prayer (iii) above is complied; (v) a direction to the Opposite Party to pay to the Complainant the corpus fund and provide Bank Guarantee as per the Agreement; (vi) a direction to the Opposite Party No.4, being the Sai Sagar Co-operative Housing Society Ltd., to pay to the Complainant her share of balance amount from the Sai Sagar Co-operative Housing Society Ltd. fund left after winding up; (vii) a direction to the Opposite Parties to hand over to the Complainant on permanent basis another alternate residential flat of 640 square feet (carpet area) in the area within 1 (one) kilometer radius of DN Nagar, Andheri (West) with similar amenities as promised in the Agreement dated 16<sup>th</sup> December, 2005 free from all encumbrances; (viii) a direction to the Opposite parties that in the event of their or inability to hand over or to comply with the prayer (vii) above, alternately to pay to the Complainant the market value of the equal area in respect to residential flat of 640 square feet (carpet area), the market value to be computed as per rates published by the Government authority in the respective ready reckoner; (ix) a direction to the Opposite Parties to pay to the complainant a sum of Rs. 15,00,000/- (Rupees Fifteen Lakh only) towards compensation for the mental agony, trauma and inconvenience experienced and the expenses incurred by the Complainant to follow up with the Opposite party and various judicial and other authorities due to the negligence and deficiency in service of the Opposite Parties; and (x) a direction to the Opposite Parties to pay to the Complainant a sum of Rs. 50,000/- (rupees Fifty Thousand only) being the legal and other incidental expenses incurred by the Complainant for filing this complaint.



(iv) Subsequently, the said Renu Khanolkar filed a consumer complaint being Consumer Complaint No. DF/MSD/371 of 2008 against (i) Vaidehi Akash Housing Private Limited (Opposite Party No.1 therein); and (ii) Mr. Gurunath Phondekar (Opposite Party No.2 therein) before the Hon'ble Consumer Disputes Redressal Forum, Mumbai Suburban District, Bandra, whereby the Complainant has, inter alia, sought for (i) a declaration from the Hon'ble Forum to hold the Opposite Parties No.1 and 2 to be guilty of deficiency in service and unfair trade practice and gross negligence as per the provisions of the Consumer Protection Act, 1986; (ii) pending the hearing and final disposal of the complaint a direction from the Hon'ble Forum to the Opposite Parties and their agents and servants to immediately stop all activities in the redevelopment process including demolition, reconstruction and redevelopment and any other work in connection therewith till completion of the redevelopment work; (iii) a direction from the Hon'ble Forum to the Opposite Parties to provide for and handover to the Complainant a temporary residential accommodation on ownership basis of 640 square feet (carpet area) in locality within 1 (one) kilometer radius from DN Nagar Andheri (West) and a commercial shop of 250 square feet (carpet area) in the area within 1 (one) kilometer radius from DN Nagar Andheri (West) with similar amenities as promised by the Opposite Party No.1 in the Agreement dated 10<sup>th</sup> October, 2006 free from all encumbrances, pending the final disposal of this complaint; (iv) a direction to the Opposite Parties to pay to the Complainant a rent deposit of Rs. 10,00,000/- (Rupees Ten Lakh only) and monthly rent of Rs. 50,000/- (Rupees Fifty Thousand only) for alternate residential and office accommodation till prayer (iii) above is complied; (v) a direction to the Opposite Party No.1 to hand over to the Complainant on permanent basis a commercial shop of 250 square feet (carpet area) in the area within 1 (one) kilometer radius of DN Nagar, Andheri (West) with similar amenities as promised by the Opposite Party No.1 in the Agreement dated 10<sup>th</sup> October, 2006 free from all encumbrances; (vi) a direction to the Opposite Parties to hand over to the Complainant on permanent basis another residential flat of 640 square feet (carpet area) in the area within 1 (one) kilometer radius of DN Nagar, Andheri (West) with similar amenities as promised in the Agreement dated 10<sup>th</sup> October, 2006 free from all encumbrances; (vii) a direction to the Opposite Parties that in the event of their failure or inability to hand over or to comply with the prayer (v) and (vi) above, alternatively to pay to the Complainant market value of the equal area in respect to residential flat of 640 square feet (carpet area) and commercial shop of 250 (square feet).carpet area, the market



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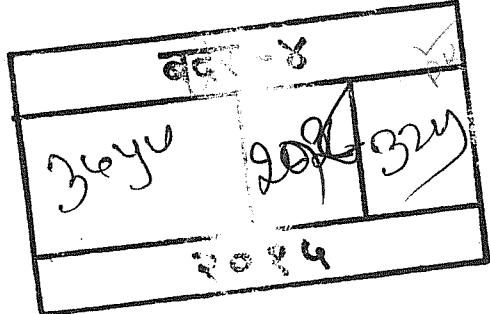
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value to be computed as per rates published by the Government authority in the respective ready reckoner; (viii) a direction to the Opposite Parties to pay to the Complainant a sum of Rs. 15,00,000/- (Rupees Fifteen Lakh only) towards compensation for the mental agony, trauma and inconvenience experienced and the expenses incurred by the Complainant to follow up with the Opposite parties and various judicial and other authorities due to the negligence and deficiency in service of the Opposite Parties; and (ix) a direction to the Opposite Parties to pay to the Complainant a sum of Rs. 50,000/- (rupees Fifty Thousand only) being the legal and other incidental expenses incurred by the Complainant for filing this complaint.

- (v) By and under an Order dated 28<sup>th</sup> August, 2008, Opponent No.1 and 2 were restrained and stopped from undertaking any activity in the redevelopment process with respect to the suit premises till further order.
- (vi) By and under a common Order dated 20<sup>th</sup> December, 2013, the aforesaid Complaints (being Consumer Complaint No. DF/MSD/370 of 2008 and Consumer Complaint No. DF/MSD/371 of 2008) were dismissed.

Shivkumar Bhutra (Consumer Complaint No.548 of 2011)

- (i) Shivkumar Bhutra (the Complainant therein) has filed Consumer Complaint No.548 of 2011 against (i) Vaidehi Akash Housing Private Limited (Opposite Party No.1); (ii) New DN Nagar CHS Union Ltd. (Opposite Party No.2) and (iii) Rustomjee Realty Private Limited (Opposite Party No.3) (collectively the Opposite Parties) whereby the Complainants have, inter alia, sought for an order (i) holding and declaring the Opposite Parties to be guilty of deficiency in service and unfair trade practice as per the provisions of the Consumer Protection Act, 1986; (ii) directing the Opposite Parties jointly and severally to complete the construction work and hand over the possession of the suit premises as per the individual agreement dated 14th January, 2008 within a time limit as prescribed by the Hon'ble District Forum; or in the alternative directing the Opposite Parties to hand over possession of an alternate flat of the carpet area 540+100 square feet (total 640 square feet) size in the same vicinity free of cost in lieu of surrender of earlier flat No.3/C/179; (iii) directing the Opposite Parties not to create third party interest in the suit premises pending the hearing and final disposal of this Complaint; (iv) directing the Opposite Parties to pay to the Complainant the revised rental sum of Rs.18,000/- (Rupees Eighteen Thousand only)



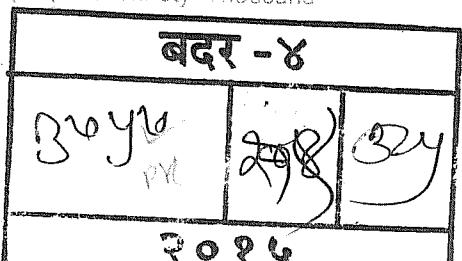
per month from 14th June, 2011 till 14th November, 2011 amounting to Rs.90,000/- (Rupees Ninety Thousand only) and further Rs.18,000/- (Rupees Eighteen Thousand only) till the date of handing over the possession of the said suit premises; (v) directing the Opposite Parties to pay jointly and severally to the Complainant a sum of Rs.500/- (Rupees Five Hundred only) per day from 15th January, 2010 till 14th November, 2011 amounting to Rs.3,18,500/- (Rupees Three Crore Eighteen Five Hundred only) and further pay to the Complainant Rs.500/- (Rupees Five Hundred only) per day till handing over the possession of the suit premises to the Complainant; (vi) directing the Opposite Parties to pay to the Complainant a sum of Rs.5,00,000/- (Rupees Five Lakh only) being the compensation for mental agony and physical hardship caused to the Complainant by the acts and deeds of the Opposite Parties during last over 5 (Five) years; (vii) directing the Opposite Parties to pay Rs.70,000/- (Rupees Seven Thousand only) being the legal and incidental expenses incurred by the Complainant for the captioned Complaint.



- (ii) The Complaint No. 548 of 2011 is pending

3. Mrs. Reeta K. Pandey & Mr. Kamalkant Pandey (Complaint No.549 of 2011)

- (i) Mrs. Reeta K. Pandey & Mr. Kamalkant Pandey (the Complainants therein) has filed Consumer Complaint No.549 of 2011 against (i) Vaidehi Akash Housing Private Limited (Opposite Party No 1); (ii) New DN Nagar CHS Union Ltd. (Opposite Party No.2) and (iii) Rustomjee Realty Private Limited (Opposite Party No.3) (collectively the Opposite Parties) whereby the Complainants have, inter alia, sought for an order (i) holding and declaring the Opposite Parties guilty of deficiency in service and unfair trade practice as per the provisions of the Consumer Protection Act, 1986; (ii) directing the Opposite Parties jointly and severally to complete the construction work and hand over the possession of the suit premises as per the individual agreement dated 14<sup>th</sup> January, 2008 within a time limit as prescribed by the Hon'ble District Forum; or in the alternative directing the Opposite Parties to hand over possession of an alternate flat of the carpet area 540+100 square feet (total 640 square feet) size in the same vicinity free of cost in lieu of surrender of earlier flat No.219/B/4; (iii) directing the Opposite Parties not to create third party interest in the said suit premises pending the hearing and final disposal of this Complaint; (iv) directing the Opposite Parties to pay to the Complainants the revised rental sum of Rs.18,000/- (Rupees Eighteen Thousand only) per month from 14<sup>th</sup> June, 2011 till 14<sup>th</sup> November, 2011 amounting to Rs.90,000/- (Rupees Ninety Thousand

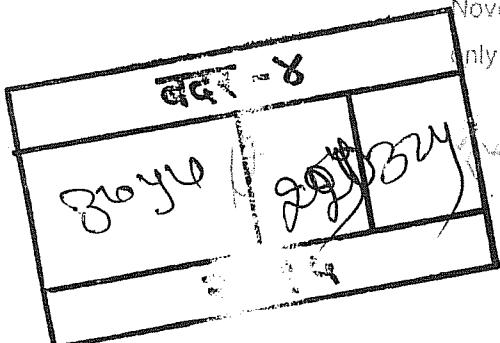


only) and further Rs 18,000/- (Rupees Eighteen Thousand only) till the date of handing over the possession of the suit premises; (v) directing the Opposite Parties to pay jointly and severally to the Complainants a sum of Rs.500/- (Rupees Five Hundred only) per day from 15<sup>th</sup> January, 2010 till 14<sup>th</sup> November, 2011 amounting to Rs.3,18,500/- (Rupees Three Crore Eighteen Five Hundred only) and further pay to the Complainants Rs.500/- (Rupees Five Hundred only) per day till handing over the possession of the suit premises to the Complainants; (vi) directing the Opposite Parties to pay to the Complainants a sum of Rs.5,00,000/- being the compensation for mental agony and physical hardship caused to the Complainants by the acts and deeds of the Opposite Parties in the last over 5 (five) years; (vii) directing the Opposite Parties to pay Rs.70,000/- (Rupees Seventy Thousand only) being the legal and incidental expenses incurred by the Complainants for the captioned Complaint.

The Complaint No 549 of 2011 is pending

Kamalkant Pandey & Mrs. Reeta K. Pandey (Complaint No.550 of 2011)

Mr. Kamalkant Pandey & Mrs. Reeta K. Pandey (the Complainants therein) has filed Consumer Complaint No.550 of 2011 against (i) Vaidehi Akash Housing Private Limited (Opposite Party No.1); (ii) New DN Nagar CHS Union Ltd. (Opposite Party No 2) and (iii) Rustomjee Realty Private Limited (Opposite Party No.3) (collectively the Opposite Parties) whereby the Complainants have, inter alia, sought for an order (i) holding and declaring the Opposite Parties guilty of deficiency in service and unfair trade practice as per the provisions of the Consumer Protection Act, 1986; (ii) directing the Opposite Parties jointly and severally to complete the construction work and hand over the possession of the suit premises as per the individual agreement dated 14<sup>th</sup> January, 2008 within a time limit as prescribed by the Hon'ble District Forum; or in the alternative directing the Opposite Parties to hand over possession of an alternate flat of the carpet area 540+100 square feet (total 640 square feet) size in the same vicinity free of cost in lieu of surrender of earlier flat No.219/B/4; (iii) directing the Opposite Parties not to create third party interest in the said suit premises pending the hearing and final disposal of this Complaint; (iv) directing the Opposite Parties to pay to the Complainants the revised rental sum of Rs.18,000/- (Rupees Eighteen Thousand only) per month from 14<sup>th</sup> June, 2011 till 14<sup>th</sup> November, 2011 amounting to Rs.90,000/- (Rupees Ninety Thousand only) and further Rs.18,000/- (Rupees Eighteen Thousand only) till the



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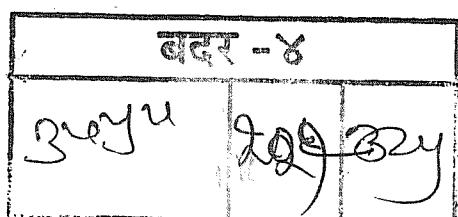
date of handing over the possession of the suit premises, (v) directing the Opposite Parties to pay jointly and severally to the Complainants a sum of Rs.500/- (Rupees Five Hundred only) per day from 15<sup>th</sup> January, 2010 till 14<sup>th</sup> November, 2011 amounting to Rs.3,18,500/- (Rupees Three Crore Eighteen Five Hundred only) and further pay to the Complainants Rs.500/- (Rupees Five Hundred only) per day till handing over the possession of the suit premises to the Complainants, (vi) directing the Opposite Parties to pay to the Complainants a sum of Rs.5,00,000/- being the compensation for mental agony and physical hardship caused to the Complainants by the acts and deeds of the Opposite Parties in the last over 5 (five) years; (vii) directing the Opposite Parties to pay Rs.70,000/- (Rupees Seventy Thousand only) being the legal and incidental expenses incurred by the Complainants for the mentioned Complaint.

- (iii) The Complaint No. 550 of 2011 is pending

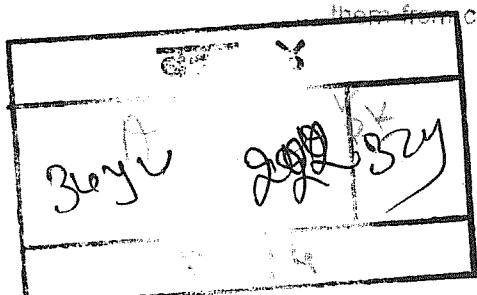
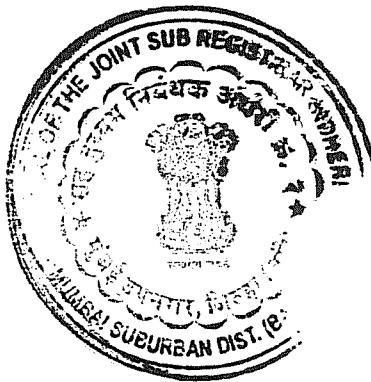
#### H. CO-OPERATIVE COURT

##### 1. Shamkumar Wadhwa & Others [Dispute CC/IV/214 of 2010]

- (i) (a) Shamkumar Wadhwa; (b) Dashrath Marne; and (c) Bharat Bharmani (the Disputants therein) have filed a dispute being Dispute CC/IV/214 of 2010 against (a) New D.N. Nagar Co-operative Housing Societies Union Limited (Opponent No.1 therein); (b) Vaidehi Akash Housing Private Limited (Opponent No.2 therein); and (c) Rustomjee Realty Private Limited (Opponent No.3 therein) before the IVth Co-operative Court, Mumbai, whereby the Disputants have, inter alia, sought for (i) a declaration, direction and order from the Hon'ble Co-operative Court that the Resolution dated 17<sup>th</sup> January, 2010 of the Special General Body Meeting of the New D.N. Nagar Co-operative Housing Societies Union Limited is illegal, bad in law, unenforceable, null and void and not binding in any manner whatsoever; (ii) a declaration, direction and order from the Hon'ble Co-operative Court that the Resolution dated 25<sup>th</sup> April, 2010 of the Special General Body Meeting of the New D.N. Nagar Co-operative Housing Societies Union Limited is illegal, bad in law, unenforceable, null and void and not binding in any manner whatsoever; (iii) a declaration, direction and order from the Hon'ble Co-operative Court that the Agreement dated 4<sup>th</sup> April, 2007 entered into by and between Vaidehi Akash Housing Private Limited and Rustomjee Realty Private Limited is illegal, bad in law, null and void and not binding upon the Disputants; (iv) a declaration, direction and order from the Hon'ble



Co-operative Court that the Confirmation Deed dated 3<sup>rd</sup> February, 2010 entered into by and between New D.N. Nagar Co-operative Housing Societies Union Limited, Vaidehi Akash Housing Private Limited and Rustomjee Realty Private Limited is illegal, bad in law, unenforceable, null and void and not binding; (v) a declaration, direction and order from the Hon'ble Co-operative Court that the Supplementary Agreement dated 10<sup>th</sup> February, 2010 entered into by and between New D.N. Nagar Co-operative Housing Societies Union Limited and Vaidehi Akash Housing Private Limited is illegal, bad in law, null and void and not binding; (vi) a declaration, direction and order from the Hon'ble Co-operative Court that the Power of Attorney dated 5<sup>th</sup> March, 2010 executed by the signatories therein under the seal of the New D.N. Nagar Co-operative Housing Societies Union Limited is without powers, authority and consequently deemed to be revoked and cannot be acted upon by the Opponents herein; (vii) a declaration from this Hon'ble Court that action of the Managing Committee under its letter dated 16<sup>th</sup> April, 2010, inter alia, terminating the agreement between the societies union and the Opponent No.2 herein and consequent resolution at Special General Body meeting dated 25<sup>th</sup> April, 2010 is illegal, bad in law, mala fide, unenforceable, null and void and not binding in any manner whatsoever or in the alternative and should the Hon'ble Court hold that the termination is valid therefore rendering Agreement dated 31<sup>st</sup> December, 2005 and consequently Agreement dated 4<sup>th</sup> April, 2007, 3<sup>rd</sup> February, 2010 and 10<sup>th</sup> February, 2010 and the powers invalid; (viii) a declaration from this Hon'ble Court that the Opponent No.1 and the respective societies follow all procedures laid down under the provisions of Section 79A of the Maharashtra Co-operative Societies Act, 1960 under GR dated 3<sup>rd</sup> January, 2009; (ix) a declaration that the Opponent No.1 is not empowered to assign, permit usage of additional FSI rights for development to any new developer without inviting bids by way of Public Tenders; (x) an order of temporary injunction pending the hearing and final disposal of the Dispute, restraining the Opponents, their servants, agents and any person/persons claiming through and/or under them from carrying out and/or taking any further steps in respect of the re-development of the property viz. Plot bearing C.T.S. No. 195 Sagar Sahwas Colony, D.N. Nagar, New Link Road, Andheri (W), Mumbai 400 053 pursuant to the purported Resolutions dated 17<sup>th</sup> January, 2010 and 25<sup>th</sup> April, 2010; (xi) an order of temporary injunction pending the hearing and final disposal of the Dispute, restraining the Opponents, their servants, agents and any person/persons claiming through and/or under them from carrying out and/or taking any further steps in respect of the

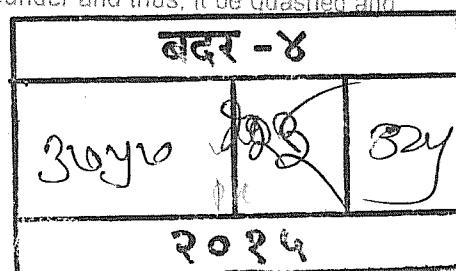


re-development of the property viz. Plot bearing C.T.S. No. 195 Sagar Sahwas Colony, D.N. Nagar, New Link Road, Andheri (W), Mumbai 400 053 under agreements dated 4<sup>th</sup> April, 2007, 3<sup>rd</sup> February, 2010 and/or 10<sup>th</sup> February, 2010 in respect of the redevelopment of the property; (xii) a direction that pending the hearing and final disposal of the Dispute, the Opponent No.2 proceed with the construction of the rehabilitation buildings without any further delay with necessary approvals; (xiii) an order and injunction pending the hearing and final disposal of the Dispute, directing the Opponent No 1 not to assign, permit usage or audit and other rights for development to any new developer without inviting bids by way of Public Tenders; and (xiv) a direction that pending the hearing and final disposal of the Dispute the Opponent No.1 give accounts of expenditure incurred together with the bank statement in respect of all the accounts held by the Opponent No.1 including the Bank account no. 44591 with Sanjay Deshmukh Co-operative Bank Ltd., Lower Parel Branch. It has been informed by Advocate Mr. Appasaheb Desai for and on behalf of the New D.N. Nagar Co-operative Housing Societies Union Limited vide its letter dated 15<sup>th</sup> March, 2012 that the captioned dispute is currently pending and no orders have been passed in the captioned dispute.

- (ii) By and under an Order dated 27<sup>th</sup> November, 2013, it was, inter alia, held that the disputants and their Advocate were present and the application for withdrawal of the dispute filed by the disputants. In view of the order passed in Exhibit 15, this dispute is disposed of as withdrawn by the disputants, no order as to costs.

2. Prem Bramne & Anr [Dispute Application No. CC/IV/2 of 2011]

- (i) (a) Prem Bramne; and (b) Dr. Suresh Ankle (the Disputants therein) have filed a dispute being Dispute CC/IV/2 of 2011 against New D.N. Nagar Co-operative Housing Societies Union Limited (Opponent No. 1 therein) & 12 Others before the IVth Co-operative Court, Mumbai, whereby the Disputants have, inter alia, sought for (i) the dispute to be admitted, entertained and tried under the provisions of Sections 91 to 96 of the Maharashtra Co-operative Societies Act, 1960; (ii) a declaration from the Hon'ble Co-operative Court that the election of Opponent Nos. 3-13 is illegal, improper and bad in law and against the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules framed thereunder and thus it be quashed and set aside; (iii) a declaration that the election of Opponent Nos. 3 to 13 is illegal, improper and bad in law and against the provisions of the Maharashtra Co-operative Societies Act, 1960, and the Rules framed thereunder and thus, it be quashed and



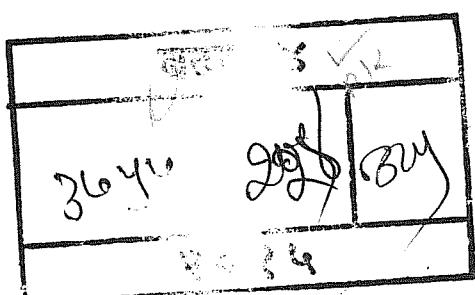
set aside; (iv) a declaration that pending the final hearing and disposal of this dispute, Opponent No.3 to 13 deposit the election record with this Hon'ble Court; (v) appointment of an Administrator, pending the final hearing and disposal of this dispute, by this Hon'ble Court to conduct the election of the Opponent No.1 and (vi) restraint on the Opponent No.3 to 13 by an injunction from acting as the office bearers of the Opponent No.1 and (vi) a direction pending the final hearing and disposal of this dispute, that the Opponent No.1 should not take any policy decision including any decision in respect of the redevelopment of the said Land or execute any documents in respect thereof and status quo be directed to be maintained in respect thereof;

(ii) By and under an Order dated 29<sup>th</sup> January, 2011, the application for interim reliefs made by the Disputants was partly allowed and Opponent No.1 was directed to produce the disputed election record in a sealed envelope before the Hon'ble Court on the next date and the rest of the prayers of the Disputants were rejected

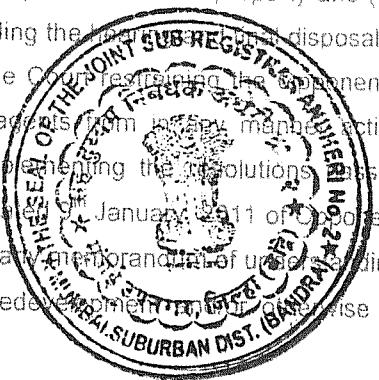
By and under an Order dated 1<sup>st</sup> August, 2012, it was inter alia, held that the disputant and their Advocate were absent and they failed to adduce evidence, hence the said dispute is dismissed in default of the disputants.

### 3. Nitin Ved & 2 Others [Dispute Application No.10 of 2011]

(i) (a) Nitin Ved; (b) Mohan Kumar Arora; and (c) Dashrath Patil (the Disputants therein) have filed a dispute being Dispute Application No.10 of 2011 against New D.N. Nagar Co-operative Housing Societies Union Limited (Opponent No.1 therein) & 3 Others before the IVth Co-operative Court, Mumbai, whereby the Disputants have, inter alia, sought for (i) the present dispute to be adjudicated under Sections 91 to 96 of the Maharashtra Cooperative Societies Act, 1960; (ii) a declaration from the Hon'ble Co-operative Court that the convening and holding of the Special Ordinary General Meeting dated 9<sup>th</sup> January, 2011 of the Opponents was illegal, bad in law and void ab initio; (iii) a declaration from the Hon'ble Court that the convening and holding of Special Ordinary General Meeting dated 9<sup>th</sup> January, 2011 of the Opponents was illegal, bad in law and void ab initio; (iv) a declaration from the Hon'ble Court that all the resolutions passed during Special General Meeting dated 9<sup>th</sup> January, 2011 of Opponent No.1 are illegal, bad in law, not enforceable and void ab initio and are not binding upon the Disputants; (v) a declaration from the Hon'ble Court that Agreements dated 3<sup>rd</sup>



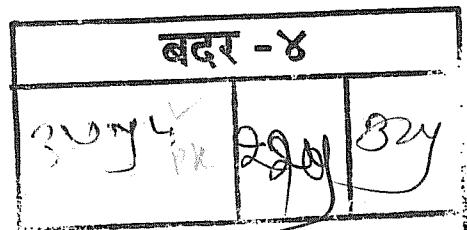
February, 2010 and 10<sup>th</sup> February, 2010 executed by Opponent No.1 society are illegal, bad in law, not enforceable and void-ab-initio and are not binding upon the Disputants; (vi) an order of perpetual injunction from the Hon'ble Court restraining the Opponents, its officers, servants and agents from in any manner acting upon and/or executing and/or to implementing the resolutions passed during the Special General Meeting dated 9<sup>th</sup> January, 2011 of Opponent No 1 and not to enter into or execute any Development Agreement and/or any agreement concerning redevelopment and/or otherwise in respect of the said property and (vii) an order of temporary injunction pending the final disposal of the present dispute, from this Hon'ble Court restraining the Opponents, its officers and/or servants and/or agents from in any manner acting upon and/or executing and/or to implementing the resolutions passed during the Special General Meeting dated 9<sup>th</sup> January, 2011 of Opponent No.1 and not to enter into or execute any memorandum of understanding and/or any agreement concerning redevelopment and/or otherwise in respect of the said property;



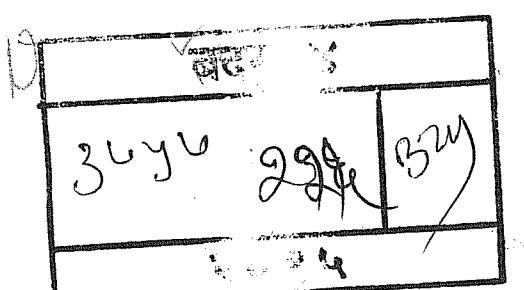
- (ii) By and under an Order dated 8<sup>th</sup> August, 2012, it was, inter alia, held that the disputant and the advocate are absent, hence the dispute is dismissed in default of the disputant

#### 4. Pinky Gupta [Dispute No.CC-IV/208 of 2010]

- (i) By and under its letter dated 29<sup>th</sup> March, 2010 and 17<sup>th</sup> April, 2010 addressed by Ajay Law Associates, Advocates & Legal Consultants on behalf of Pinky Gupta (being a member of the New D.N. Nagar Co-operative Housing Societies Union Limited) to us, Wadia Ghandy & Co., inter alia notifying Rustomjee Realty Private Limited with respect to her flat admeasuring 540 square feet (carpet area) plus 100 square feet niche.
- (ii) We have vide our letters dated 13<sup>th</sup> April, 2010 and 28<sup>th</sup> April, 2010 given a reply to the Letters dated 29<sup>th</sup> March, 2010 and 17<sup>th</sup> April, 2010 addressed by Ajay Law Associates, Advocates & Legal Consultants.
- (iii)
  - (a) Pinky Gupta (the Disputant therein) has filed a dispute being Dispute No. CC-IV/208 of 2010 against New D.N. Nagar Co-operative Housing Societies Union Limited (Opponent No.1 therein) & 11 Others before the IVth Co-operative Court, Mumbai, whereby the Disputant has, inter alia, sought that (i) the Opponent Society and Opponent No.11 developer (i.e. Vaidehi Akash Housing Private Limited) and its successors or agents, be ordered and decreed to enter into individual agreement with the

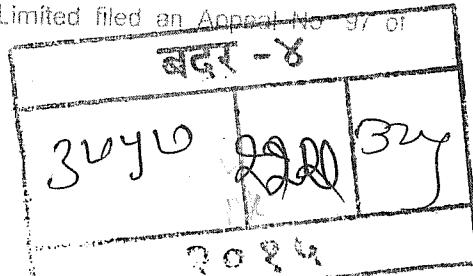


Disputant in terms of the one executed with other members, for providing permanent alternate accommodation of 540 sq. ft. carpet area plus 100 sq. ft. flower bed in the new building in lieu of Disputant's old flat No.200 in A wing of Building No.4 in accordance with the Society Development Agreement executed between the society and Opponent No 11 developer; (ii) The Opponent Society and Opponent No.11 developer be ordered and decreed to jointly or severally pay to the Disputant the amount of Rs.60,97,392/- as per Particulars of Claim at Exhibit-A thereto, with further interest on the said sum at the rate of 18% p.a. from date of the dispute till date of payment or realization thereof; (iii) it be declared that unless and until Bank guarantee of Rs. 4 Crores as agreed in clause No.5 of the Bid document and in clause No.6 of the Society Development Agreement is provided to the Opponent Society and until the members' building is constructed and physical possession of the permanent alternate accommodation of 540 sq. ft. carpet area plus 100 sq. ft. flower bed in the new members' building is provided to each of the member of Opponent No 1 society as agreed in clause No.10, 11, 12, and 13 of the Society Development Agreement, the Opponent No.11 developer has no right, and authority to utilize or deal with balance FSI/TDR available on the total plot of land of the society and all the agreements, writing, executed or to be executed by the opponent society, and the Opponent No 11 developer with any third party including Opponent no.12 (i.e. Rustomjee Realty Private Limited), are null and void; (iv) the Opponent society and Opponent No.11 developer be permanently restrained by an order of injunction from creating any division of the Plot of land of the Opponent society and handing over any such portion or plot thereof to any third party including Opponent No.12 hereto, in pursuance of any alleged agreements which may have been executed with the said Opponent No.12 including the alleged agreements dated being the Rustomjee Development Agreement, Confirmation Agreement and FSI Agreement allegedly mentioned in public notice appeared in Times of India dated 15<sup>th</sup> March, 2010 issued by the Advocate of Opponent No.12 allegedly executed by the Opponent No.1 society and/or Opponent No.11 developer; (v) it be declared that the alleged special general body meeting of the Opponent No.1 society allegedly called on 17<sup>th</sup> January, 2010 and any resolutions passed therein are null and void for want of any notice to the Disputant as required under bye-law no.100 and no notice of agenda was finalized by committee as required under bye-law 99 for the said meeting and no draft copy of minutes of alleged meeting was circulated as per bye-law no.109 and thus all acts, deeds and things done in pursuance of any such resolutions allegedly passed in the said



alleged special general body meeting allegedly held on 17<sup>th</sup> January, 2010 are null and void and not binding on the Opponent society and its members and all such resolutions shown to have been passed on 17<sup>th</sup> January, 2010 be set aside; (vi) it be declared that as there was no item in the agenda of the alleged special general body meeting allegedly called on 17<sup>th</sup> January, 2010 to enter into any agreement with Opponent No.12, the special general body of society could not have transacted any business other than that mentioned in the notice of the said special general body meeting as specified in bye-law no.97 and all business transacted and/or resolutions allegedly passed in the said special general body meeting are thus null and void and not binding upon the society and its members and all such businesses and resolutions are deemed to have been passed on 17<sup>th</sup> January, 2010 be set aside; (vii) it be declared that the resolutions shown to have been passed in the alleged special general body meeting held on 17<sup>th</sup> January, 2010 and the Injunction Agreement and FSI Agreement shown to have been concluded by opponent society as allegedly mentioned in the news item appeared in Times of India dated 15<sup>th</sup> March, 2010 by the Advocate of Opponent No.12 are fraudulent, fabricated and null and void as confirmed in the letter dated nil addressed by the managing committee members being Opponent No.7 to 10 hereto; (viii) the Opponent No.2 to 10 or their successors in office of Managing committee of Opponent no.1 society be restrained by an order of injunction from utilizing the said funds lying in new Bank Account no.591 opened with The Sahebrao Deshmukh Co-Operative Bank Ltd., Lower Parel, Mumbai and this Hon'ble court be further pleased to attach the said account; (ix) this Hon'ble Court may be pleased to appoint a fit and proper person as Court Receiver in respect of the entire plot of land of the society as given in the schedule of property in the Society Development Agreement with all powers under Order 41 except the power to sell, including the power to complete the remaining construction of members' building in terms of clause No.19 of the Society Development Agreement, with the funds to be received under bank guarantee of Rs.4 Crores as agreed in clause No.5 of the Bid document and in clause no.6 of the Society Development Agreement

- (iv) By and under an Order dated 21<sup>st</sup> July 2012, the application for interim reliefs made by the Disputant was partly allowed and Opponent No.1 and 12 were directed to pay the rent, corpus fund and enter agreements with the Disputant within 2 to 4 months from the date of the Order.
- (v) Being aggrieved by the aforesaid order, the New D.N. Nagar Co-operative Housing Societies Union Limited filed an Appeal No. 97 of

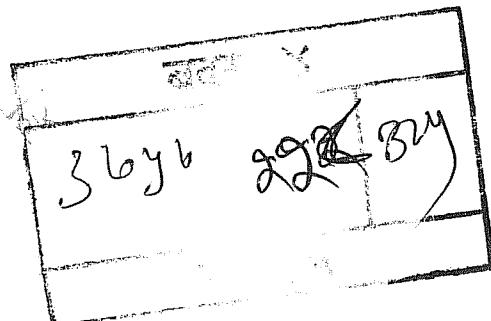


2012 whereby the Society has challenged the said Order dated 21<sup>st</sup> July, 2012 and, inter alia, sought for the aforesaid order to be quashed and set aside.

- (vi) In the said dispute, the Disputant has taken out Contempt Petition No.27 of 2012, inter alia, praying that (i) the Hon'ble Court be pleased to issue a show cause notice to Contemnor Nos.1 to 16 for the contempt committed by not complying with the interim order dated 21<sup>st</sup> July, 2012; (ii) the Contemnors be dealt with for the contempt committed by them by detaining them in civil prison for such period as the Hon'ble Court may deem fit and proper and/or be dealt with in accordance with law; (iii) pending the hearing and final disposal of this petition, the Contemnors be ordered and directed to purge the contempt by carrying out the directions in the order dated 21<sup>st</sup> July, 2012. The said Contempt Petition is pending.
- (vii) Thereafter in April, 2014 Ms. Pinky Gupta filed an Application for direction to the Opponent Society and Opponent No.12 to deposit the rent or other compensation amount in Court in the captioned dispute, inter alia, praying that (a) this Hon'ble Court be pleased to direct them to deposit the amounts as per the orders dated 21.07.2012 and 14.2.2013 till date and further deposit every month in this Hon'ble Court and this disputant be permitted to withdraw the same, as and when deposited the said amounts; (b) the Opponent No.12 be ordered and directed to enter into individual agreement for the permanent alternative accommodation in lieu of the old tenements; and (c) any other and further relief in the interest of justice and equity be kindly passed. The said application is currently pending.

**5. Mr. Sourendra Nath Sarkar [Dispute ABN Case No.CC IV/4 of 2008]**

- (i) Mr. Sourendra Nath Sarkar (the Complainant therein) has filed Complaint No.4 of 2008 against (i) New D.N. Nagar Co-operative Housing Societies Union Limited; (ii) Vaidehi Akash Housing Pvt. Ltd. (iii) Rustomjee Builders and (iv) Mrs. Munmun K. Desai, whereby the Complainant has, inter alia, sought that (i) the captioned dispute may be admitted as per the provisions of Section 91 to 96 of the Maharashtra Co-Operative Societies Act, 1960; (ii) the Hon'ble Court be pleased to declare that all agreements entered into by and between the Opponent No.1, 2 and Dhruv K. Desai be declared as null and void; (iii) the Hon'ble Court be pleased to declare that the Disputant is entitled to make the arrangements with the Opponent Nos.1 to 3 in respect of the transit accommodation and for the benefits accrued to the demolished flat

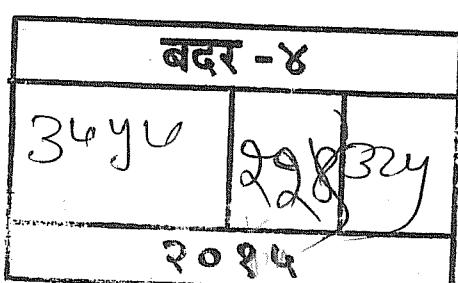


No.493 as given to other members; (iv) the Hon'ble Court be pleased to declare that all the agreements and arrangements entered into by and between Opponent No.1 to 3 with any other third person or persons save and except the Disputant in respect of the reconstructed flat in lieu of flat No.493 is illegal, bad in law and null and void and the same is not binding upon the Disputant; (v) it may be declared that the outstanding dues as against Flat No.493 situated in Building No.9A of the Opponent Society No 2 is not levied as per the provisions of law and hence there is no outstanding due and payable by the Disputant to the Opponent No.1 is not entitled for the claim unless the bills are drawn and sent to the Disputant; (vi) pending the hearing and final disposal of the dispute the Disputant has sought that:- (a) the Opponents and their agents, servants and or any other person through the Opponents be restrained by an order of permanent injunction of this Hon'ble Court from acquiring any third party interest, selling, leasing, mortgaging, letting, disposing in whatsoever manner without the written consent of the Disputant; (b) the Opponent Nos.1 to 4 and their agents, servants and/or any other person through the Opponents be restrained by an order of permanent injunction from inducting any third party except the Disputant in the permanent accommodation which will be allotted in the name of the Disputant in the newly constructed building; (c) the Opponent Nos. 1 to 3 be directed to transfer all the benefits in respect of the demolished flat No.493 along with share certificates which the Opponent Nos.1 to 3 have given to other members of the Opponent No.1.

- (ii) By and under an Order dated 29<sup>th</sup> September, 2009 the Co-operative Court No IV, inter alia, held rejected without costs.
- (iii) Subsequent thereto the Disputant aforesaid has filed an Appeal bearing No. 112 of 2009 against the aforesaid order. It has been conveyed to us by Rustomjee Really Private Limited that currently they have not been able to procure any information with respect to the aforesaid appeal from the Learned Tribunal, hence the present status of the said appeal is not known to us.

#### VI. Public Notice

Pursuant to the public notices dated 20<sup>th</sup> January, 2014 issued in the Economic Times and the Maharashtra Times by us on behalf of Rustomjee Realty Private Limited, we received several objections ("Objections") a list whereof together with the details is mentioned in Annexure "B" hereto and is dealt with in this report including the following:-



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**1. Harikishan Virmani**

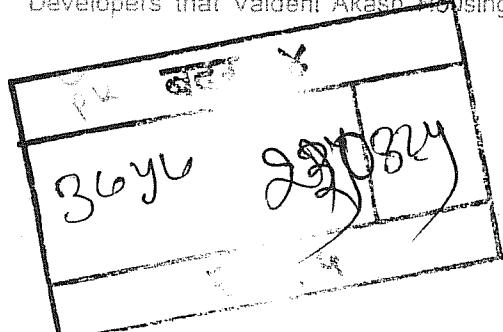
- (i) By and under a Letter dated 26<sup>th</sup> March, 2010 addressed by Harikishan Virmani to us, Wadia Ghandy & Co., inter alia notifying Rustomjee Realty Private Limited with respect to his claim under the allotment letter dated 7<sup>th</sup> September, 2006 issued by Vaidehi Akash Housing Private Limited regarding Flat No. 805 admeasuring 1798.50 square feet (saleable area) on the 8<sup>th</sup> floor of the building known as New DN Nagar Sagar Sahwas Colony along with 1 (one) car parking space for an aggregate consideration of Rs 1,16,30,550/- (Rupees One Crore Sixteen Lakhs Thirty Thousand Five Hundred Fifty Only) out of which an amount of Rs.56,65,275/- (Rupees Fifty Six Lakhs Sixty Five Thousand Two Hundred Twenty Five Only) has been paid.
- (ii) We have vide our letters dated 13<sup>th</sup> April, 2010 and 28<sup>th</sup> April, 2010 given a reply to the Letter dated 26<sup>th</sup> March, 2010 addressed by Harikishan Virmani.



- No proceedings have been filed by Harikishan Virmani before any court of law
- (i) By and under a letter dated 30<sup>th</sup> March, 2010 addressed by Nilima Sanglikar, Advocate High Court on behalf of Mr. Vijay Jain (being a member of the New D.N. Nagar Co-operative Housing Societies Union Limited) to us, Wadia Ghandy & Co., with respect to his flat admeasuring 540 square feet (carpet area) plus 100 square feet niche.
  - (ii) We have vide our letters dated 13<sup>th</sup> April, 2010 and 28<sup>th</sup> April, 2010 given a reply to the Letter dated 30<sup>th</sup> March, 2010 addressed by Nilima Sanglikar, Advocate High Court.

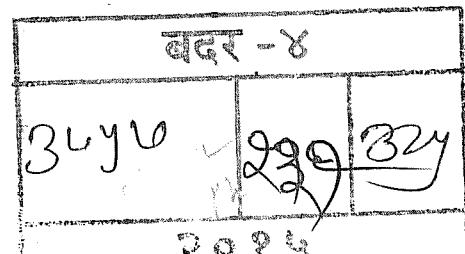
**3. Mahavir Developers & Builders**

- (i) By and under Agreement dated 3<sup>rd</sup> October, 2005 executed between Vaidehi Akash Housing Private Limited and M/s. Mahavir Builders and Developers, a joint venture was constituted between Vaidehi Akash Housing Private Limited and M/s. Mahavir Builders and Developers to undertake the development of the said Land as a joint venture in the manner and on the terms and conditions as stated therein.
- (ii) By and under a Deed of Confirmation dated 25<sup>th</sup> September, 2009 executed between Vaidehi Akash Housing Private Limited and M/s. Mahavir Builders and Developers, it is agreed and recorded therein that in lieu of the 10% of the profit to be derived by M/s. Mahavir Builders and Developers on the development of the said Land in joint venture (under the Agreement dated 3<sup>rd</sup> October, 2005), it is agreed between Vaidehi Akash Housing Private Limited and M/s. Mahavir Builders and Developers that Vaidehi Akash Housing Private Limited shall allot 26,195 square



feet commercial area on the 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> floor of the new constructed building (being 10% of the commercial area) together with the proportionate 10% car parking spaces and the plan earmarking the area of 26,195 square feet has been separately handed over by Vaidehi Akash Housing Private Limited to M/s. Mahavir Builders and Developers.

- (iii) By and under a letter dated 31<sup>st</sup> March, 2010 addressed by D.H. Law Associates, Advocates & Solicitors on behalf of Mahavir Developers & Builders to us, Wadia Ghandy & Co., inter alia notifying Rustomjee Realty Private Limited with respect to the Agreement executed between Vaidehi Akash Housing Private Limited and Mahavir Developers & Builders with respect to the said
- (iv) We have vide our letters dated 13<sup>th</sup> April, 2010 and 28<sup>th</sup> April, 2010 given respectively to the Letter dated 31<sup>st</sup> March, 2010 addressed by D.H. Law Associates, Advocates & Solicitors.
- (v) A Notice of Lis Pendens has been registered at the Office of the Sub Registrar of Assurances under Serial No. BDR-1/ 2674/ 2012 whereby it is registered that Suit bearing (L) No. 2229 of 2010 has been filed before the Hon'ble Bombay High Court by Mahavir Developers and Builders (the Plaintiff therein) against (i) Vaidehi Akash Housing Private Limited (Defendant No.1 therein), (ii) New D.N. Nagar Co-operative Housing Societies Union Limited (Defendant No.2 therein), (iii) Rustomjee Realty Private Limited (Defendant No.3 therein), (iv) New D.N. Nagar Juhu Kinara Co-operative Housing Society Limited (Defendant No. 4 therein), (v) D.N. Nagar Smit Sagar Co-operative Housing Society Limited (Defendant No. 5 therein), (vi) D.N. Nagar Sai Sagar Co-operative Housing Society Limited (Defendant No. 6 therein), (vii) New D.N. Nagar Sidhivinayak Co-operative Housing Society Limited (Defendant No. 7 therein), (viii) D.N. Nagar Shiv Sagar Co-operative Housing Society Limited (Defendant No. 8 therein), (ix) New D.N. Nagar Akashdeep Co-operative Housing Society Limited (Defendant No. 9 therein), (x) New D.N. Nagar Juhu Chhaya Co-operative Housing Society Limited (Defendant No. 10 therein), (xi) New D.N. Nagar Satyam Shivam Sundaram Co-operative Housing Society Limited (Defendant No. 11 therein), (xii) New D.N. Nagar Juhu Milan Co-operative Housing Society Limited (Defendant No. 12 therein) and (xiii) New D.N. Nagar Juhu Angan Co-operative Housing Society Limited (Defendant No. 13 therein) (collectively the Defendants therein) whereby the Plaintiff has, inter alia, sought for (i) a declaration that the purported Confirmation Agreement dated 3<sup>rd</sup> February, 2010 entered into between Defendant Nos. 1 to 3, the purported Supplemental Agreement dated 10<sup>th</sup> February, 2010 entered into between Defendant Nos. 2 and 3 and the purported Power of Attorney dated 5<sup>th</sup> March, 2010 purported to have been given by Defendant No.2 to Defendant No.3 are inconsistent, contrary, non-est and not binding upon the Plaintiff, (ii) a declaration that the Defendants including No.2 and 3 are bound by the



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obligations of Defendant No.1 contained in the said Heads of Agreement dated 3<sup>rd</sup> August, 2005, Supplemental Agreement dated 29<sup>th</sup> August, 2008 and Deed of Confirmation dated 25<sup>th</sup> September, 2009, (iii) a declaration that the Plaintiff is entitled to a constructed commercial carpet area of 26,195 square feet in the suit property after its development, (iv) pending the hearing and final disposal of the suit, the Plaintiff has sought that (a) the Defendants, their servants, agents and all persons claiming by through or under them be restrained by a temporary order and injunction from in any manner creating any third party rights to the extent of a constructed commercial carpet area of 26,195 square feet in the suit property, (b) the Defendants, their servants, agents and all persons claiming by through or under them be directed to earmark a constructed commercial carpet area of 26,195 square feet in the suit property.

- (vi) Suit (L) No. 2229 of 2010 has not been served upon Rustomjee Realty Private Limited.



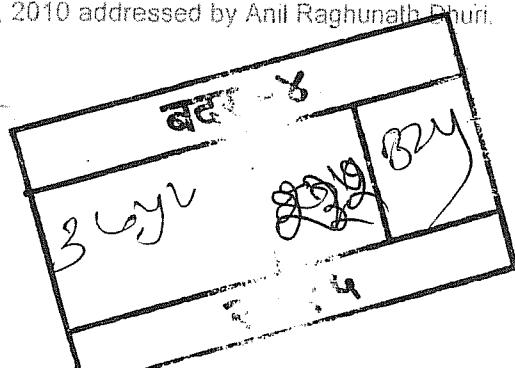
Suit (L) No.2229 of 2010 was disposed of by the Prothonotary and Senior Master on 28<sup>th</sup> September, 2011 on the grounds of rejection under the provisions of the High Court Original Side Rule No.986

and under a Letter dated 5<sup>th</sup> April, 2010 addressed by Anil Raghunath Dhuri on behalf of Ketan Belsare to us, Wadia Ghandy & Co., inter alia notifying Rustomjee Realty Private Limited with respect to his claim under the allotment letter dated 8<sup>th</sup> May, 2007 issued by Vaidehi Akash Housing Private Limited regarding Flat No. 402 admeasuring 2247 square feet (saleable area) on the 4<sup>th</sup> floor of the building known as New DN Nagar Sagar Sahwas Colony.

- (ii) We have vide our Letters dated 16<sup>th</sup> June, 2010 given a reply to the Letter dated 5<sup>th</sup> April, 2010 addressed by Anil Raghunath Dhuri.
- (iii) No proceedings have been filed by Ketan Belsare before any court of law

#### 5. Jitendra Dewoolkar

- (i) By and under a letter dated 5<sup>th</sup> April, 2010 addressed by Anil Raghunath Dhuri on behalf of Jitendra Dewoolkar to us, Wadia Ghandy & Co., inter alia notifying Rustomjee Realty Private Limited with respect to his claim under the allotment letter dated 8<sup>th</sup> May, 2007 issued by Vaidehi Akash Housing Private Limited regarding Flat No. 401 admeasuring 2247 square feet (saleable area) on the 4<sup>th</sup> floor of the building known as New DN Nagar Sagar Sahwas Colony.
- (ii) We have vide our letters dated 16<sup>th</sup> June, 2010 given a reply to the Letter dated 5<sup>th</sup> April, 2010 addressed by Anil Raghunath Dhuri.



(iii) No proceedings have been filed by Jitendra Dewoolkar before any court of law

**6. Jitendra Dewoolkar**

- (i) By and under a letter dated 5<sup>th</sup> April, 2010 addressed by Anil Raghunath Dhuri on behalf of Jitendra Dewoolkar to us, Wadia Ghandy & Co., inter alia notifying Rustomjee Realty Private Limited with respect to his claim under the Agreement for Sale dated 10<sup>th</sup> December, 2008 regarding 25 car parking spaces admeasuring 10,000 square feet in the podium at the ground level in the Building Nos. 6 to 8 and Welfare Centre and Community Hall admeasuring 10,800 square feet (built-up area) on the ground and first floor in the building known as Vaidhi Kesh Housing Society Union Limited executed with Vaidhi Kesh Housing Private Limited
- (ii) We have vide our letters dated 16<sup>th</sup> June, 2010 given a reply to the Letter dated 5<sup>th</sup> April, 2010 addressed by Anil Raghunath Dhuri
- (iii) No proceedings have been filed by Jitendra Dewoolkar before any court of law

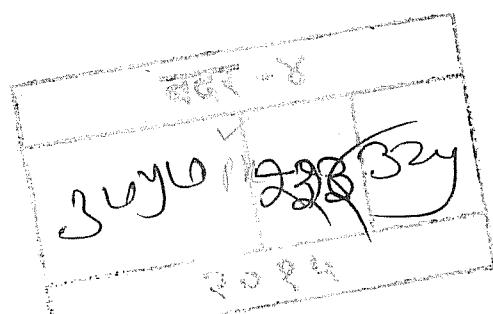
**7. Suresh K. Mehta (HUF)**

- (i) By and under its letters dated 8<sup>th</sup> April, 2010, 27<sup>th</sup> April, 2010 and 16<sup>th</sup> June, 2011 addressed by M. P. Savla & Co. on behalf of Suresh K. Mehta, (HUF), Advocates & Solicitors to us, Wadia Ghandy & Co., inter alia notifying Rustomjee Realty Private Limited with respect to its claim under the Agreement dated 13<sup>th</sup> July, 2009 regarding Flat No. 1701 admeasuring 540 square feet (carpet area) of the building No. 9.
- (ii) We have vide our letters dated 13<sup>th</sup> April, 2010, 28<sup>th</sup> April, 2010, 14<sup>th</sup> June, 2011 and 17<sup>th</sup> June, 2011 given a reply to the Letters dated 8<sup>th</sup> April, 2010 and 27<sup>th</sup> April, 2010 addressed by M. P. Savla & Co., Advocates & Solicitors.

**8. Lalit Mehta**

- (i) By and under its letters dated 8<sup>th</sup> April, 2010 and 27<sup>th</sup> April, 2010 addressed by M. P. Savla & Co., Advocates & Solicitors on behalf Lalit Mehta to us, Wadia Ghandy & Co., inter alia notifying Rustomjee Realty Private Limited with respect to his claim under the Agreement dated 14<sup>th</sup> July, 2009 regarding Flat No. 1603 admeasuring 540 square feet (carpet area) of the building No. 7.
- (ii) We have vide our letters dated 13<sup>th</sup> April, 2010 and 28<sup>th</sup> April, 2010 given a reply to the Letters dated 8<sup>th</sup> April, 2010 and 27<sup>th</sup> April, 2010 addressed by M. P. Savla & Co., Advocates & Solicitors.

**9. M/s. Infinity**



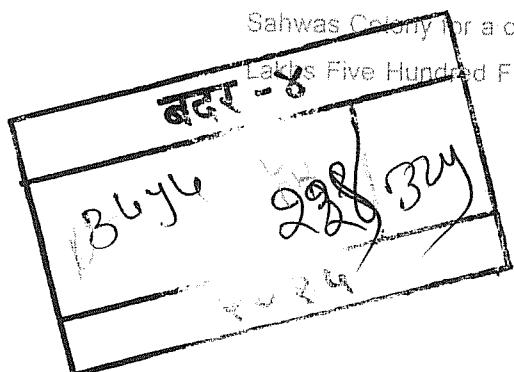
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- (i) By and under Heads of Agreement dated 31<sup>st</sup> January, 2006 executed between Vaidehi Akash Housing Private Limited (therein referred to as the Party of the First Part) and M/s. Infinity (therein referred to as Party of the Second Part), it was inter alia agreed that the parties thereto shall jointly develop the said Land and share the benefits arising from the sale of the constructed residential/commercial premises and/or letting out the constructed premises. It was further agreed that the profit of 5% derived from the re-development of the said Land in joint venture shall be shared by the Party of the First Part therein with the Party of the Second Part therein. The Party of the Second Part therein agreed to contribute a sum of Rs.90,00,000/- (Rupees Ninety Lakhs Only) towards the joint venture as its capital contribution and the same has been paid vide 2 (two) separate cheques drawn on Punjab and Sindh Bank and HDFC Bank Limited.
- (ii) By and under a Deed of Confirmation dated 18<sup>th</sup> December, 2010 executed between Vaidehi Akash Housing Private Limited (therein referred to as the Party of the First Part) and M/s. Infinity (therein referred to as Party of the Second Part) and registered at the office of the Sub Registrar of Assurances under Serial No.BDR 15-13733 of 2010, the parties therein confirmed the Heads of Agreement dated 31<sup>st</sup> January, 2006. The Deed of Confirmation refers to a Supplemental Agreement dated 23<sup>rd</sup> March, 2006, however a copy of the same is not annexed to the Deed of Confirmation and we do not have a copy of the said Supplemental Agreement
- (iv) We have vide our letter dated 20<sup>th</sup> April, 2010 addressed by N.N. Amin & Co. Advocates on behalf of M/s. Infinity to us, Wadia Ghandy & Co., inter alia notifying Rustomjee Realty Private Limited with respect to its claim under an agreement executed between Vaidehi Akash Housing Private Limited with respect to the joint development of the said Land.

No proceedings have been filed by M/s. Infinity before any court of law

#### 10. Bhagwant Kaur Bhullar and Lakhbir Singh Bhullar

- (i) By and under a letter dated 25<sup>th</sup> April, 2010 addressed by (i) Bhagwant Kaur Bhullar and (ii) Lakhbir Singh Bhullar, to us, Wadia Ghandy & Co., inter alia notifying Rustomjee Realty Private Limited with respect to their claim under the allotment letter dated 7<sup>th</sup> March, 2007 regarding Flat No. 1006 admeasuring 1798.50 square feet (saleable area) on the 10<sup>th</sup> floor of the building known as New DN Nagar Sagar Sahwas Colony for a consideration of Rs.1,13,30,550/- (Rupees One Crore Thirteen Lakhs Five Hundred Fifty Only) out of which an amount of Rs. 56,65,275/- (Rupees



Fifty Six Lakhs Sixty Five Thousand Two Hundred Seventy Five Only) by way of several separate cheques has been paid.

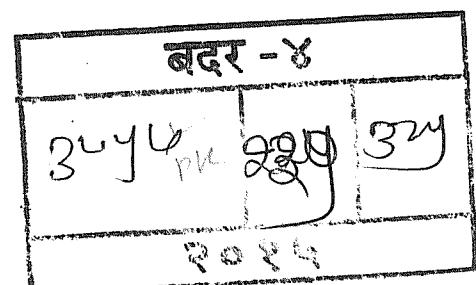
- (ii) We have vide our letter dated 16<sup>th</sup> June, 2010 given a reply to the Letter dated 25<sup>th</sup> April, 2010 addressed by Bhagwant Kaur Bhullar and Lakhbir Singh Bhullar.
- (iii) No proceedings have been filed by Bhagwant Kaur Bhullar and Lakhbir Singh Bhullar before any forum.

#### 11. Lakhbir Singh Bhullar

- (i) By and under a letter dated 25<sup>th</sup> April, 2010 addressed by Lakhbir Singh Bhullar, to us, Wadia Ghandy & Co., inter alia notifying Rustomjee Realty Private Limited with respect to his claim under the allotment letter dated 7<sup>th</sup> September, 2006 issued by Vaidehi Akash Housing Private Limited regarding Flat No. 802 admeasuring 2247 square feet (saleable area) on the 8<sup>th</sup> floor of the building known as New DN Nagar Sagar Sahwas Colony along with 2 car parking spaces for a consideration aggregating to Rs. 1,47,56,100/- (Rupees One Crore Forty Seven Lakhs Fifty Six Thousand One Hundred Only) out of which an amount of Rs. 70,78,050/- (Rupees Seventy Lakhs Seventy Eight Thousand Fifty Only) by way of several separate cheques has been paid.
- (ii) We have vide our letter dated 16<sup>th</sup> June, 2010 given a reply to the Letter dated 25<sup>th</sup> April, 2010 addressed by Lakhbir Singh Bhullar.
- (iii) No proceedings have been filed by Lakhbir Singh Bhullar before any court of law.

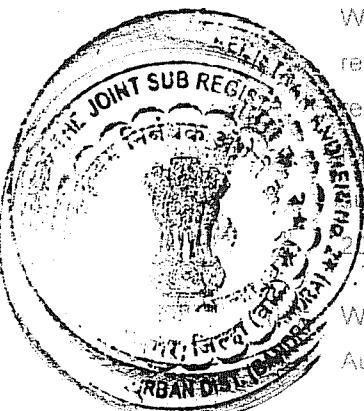
#### 12. Bankey Sachdev and Manju Sachdev

- (i) By and under a letter dated 25<sup>th</sup> April, 2010 addressed by (i) Bankey Sachdev and (ii) Manju Sachdev, to us, Wadia Ghandy & Co., inter alia notifying Rustomjee Realty Private Limited with respect to their claim under the allotment letter dated 24<sup>th</sup> August, 2006 issued by Vaidehi Akash Housing Private Limited regarding Flat No. 1004 admeasuring 1798.50 square feet (saleable area) on the 10<sup>th</sup> floor of the building known as New DN Nagar Sagar Sahwas Colony for a consideration of Rs. 1,13,30,550/- (Rupees One Crore Thirteen Lakhs Thirty Thousand Five Hundred Fifty Only) out of which an amount of Rs. 56,65,275/- (Rupees Fifty Six Lakhs Sixty Five Thousand Two Hundred Seventy Five Only) has been paid.
- (ii) We have vide our letter dated 16<sup>th</sup> June, 2010 given a reply to the Letter dated 25<sup>th</sup> April, 2010 addressed by (a) Bankey Sachdev and (b) Manju Sachdev.
- (iii) No proceedings have been filed by (i) Bankey Sachdev and (ii) Manju Sachdev before any forum.



13. Ritesh Desai and Alkesh Desai

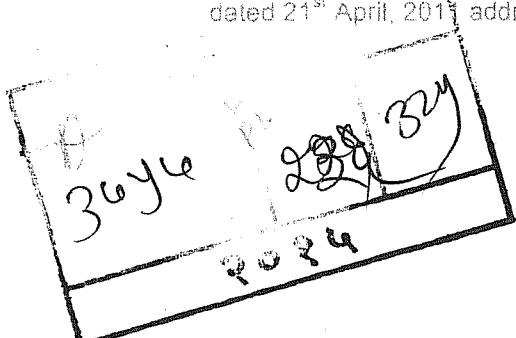
- (i) By and under an order dated 5<sup>th</sup> January, 2011 passed by the Hon'ble High Court in Arbitration Petition No 1358 of 2010 filed by Ritesh Desai and Alkesh Desai (the Petitioners therein) against Vaidehi Akash Housing Private Limited (the Respondent therein) an interim injunction was granted restraining the Respondent by itself or its servants or agents, etc from alienating, encumbering, transferring or disposing of in any manner the subject flat being Flat No. 601 in Building No.4
- (ii) By and under an order dated 2<sup>nd</sup> February, 2011 passed by the Hon'ble High Court in aforesaid Arbitration Petition, the said Petition was made absolute in terms of the order dated 5<sup>th</sup> January, 2011 and the same was to continue till the Arbitral Tribunal rendered its award.
- (iii) By and under a letter dated 6<sup>th</sup> August, 2011 addressed by S. Mahomedbhali & Co., Advocates & Solicitors on behalf of (i) Ritesh Desai and (ii) Alkesh Desai, to us, Wadia Ghandy & Co., inter alia notifying Rustomjee Realty Private Limited with respect to their claim under the Agreement For Sale dated 7<sup>th</sup> December, 2007 regarding Flat No. 601 admeasuring 540 square feet on the 6<sup>th</sup> floor of Building No. 4 for a consideration of Rs.30,00,000/- (Rupees Thirty Lakhs Only) which was subsequently registered by an under a Deed of Confirmation dated 31<sup>st</sup> October, 2008.

  
We have vide our letter dated 25<sup>th</sup> August, 2011 given a reply to the Letter dated 6<sup>th</sup> August, 2011 addressed by S. Mahomedbhali & Co., Advocates & Solicitors

- (iv) No proceedings have been filed by (i) Ritesh Desai and (ii) Alkesh Desai before any court of law against Rustomjee Realty Private Limited

14. Lilasons Developers Limited (formerly Durqa Engineering & Commercial Limited)

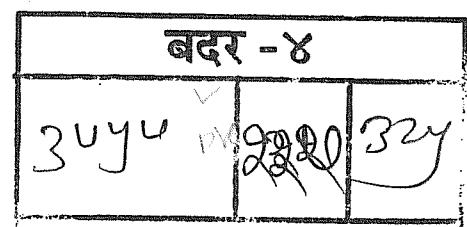
- (i) By and under its letters dated 21<sup>st</sup> April, 2011, 21<sup>st</sup> July, 2011 and 22<sup>nd</sup> August, 2011 addressed by Lilasons Developers Limited and Legasis Partners, Advocates & Solicitors on behalf of Lilasons Developers Limited, to us, Wadia Ghandy & Co., inter alia notifying Rustomjee Realty Private Limited with respect to its claim under the Agreement For Sale dated 25<sup>th</sup> August, 2008 and registered at the office of the Sub Registrar of Assurances, Bombay under Serial No. 3536 of 2008 regarding Flat No. 804 admeasuring 1199 square feet (carpet area) on the 8<sup>th</sup> floor of Tower No.1 of the building known as New DN Nagar Sagar Sahawas Colony Co-operative Housing Society Limited for a consideration of Rs.72,00,000/- (Rupees Seventy Two Lakhs Only).
- (ii) We have vide our letter dated 20<sup>th</sup> May, 2011 given a reply to the Letter its letters dated 21<sup>st</sup> April, 2011 addressed by Lilasons Developers Limited.



- (iii) No proceedings have been filed by Lilasons Developers Limited before any court of law

VII. Joint Venture of Vaidehi Akash Housing Private Limited and Ecohomes Constructions Private Limited

- (i) By and under a Memorandum of Understanding dated November 2005 executed between Vaidehi Akash Housing Private Limited and Ecohomes Constructions Private Limited it was inter-alia agreed between them to develop the said Land as joint venture (which will be either by partnership firm or a company) as may be mutually decided by them. The profit and loss sharing ratio between Vaidehi Akash Housing Private Limited and Ecohomes Constructions Private Limited was agreed to be 40:60 respectively.
- (ii) By and under its letter dated 25<sup>th</sup> July, 2006 addressed by Vaidehi Akash Housing Private Limited to Ecohomes Constructions Private Limited, it was recorded that pursuant to the said MOU, Ecohomes Constructions Private Limited has brought in a sum of Rs.14,09,67,000/- (Rupees Fourteen Crores Nine Lakhs Sixty Seven Thousand only) being their contribution towards the Capital. It is further recorded therein that a Deed of Partnership dated 18<sup>th</sup> April, 2006 has been executed between the representatives of Vaidehi Akash Housing Private Limited and representatives of Ecohomes Constructions Private Limited and the firm is constituted under the name and style of "M/s. Vaidehi Akash Ecohomes Constructions". It is further recorded therein that the joint venture is not possible to be continued and therefore it is agreed to refund the said sum of Rs.14,09,67,000/- (Rupees Fourteen Crores Nine Lakhs Sixty Seven Thousand only) together with interest at the rate of 18% p.a. thereby aggregating to Rs.32,94,60,000/- (Rupees Thirty Two Crores Ninety Four Lakhs Sixty Thousand only) within a period of 6 months from the date thereof and in the manner as stated therein.
- (iii) By and under a Deed of Partnership of 2006 executed between Vaidehi Akash Housing Private Limited, Mr. Gurunath Phondekar, Mrs. Sunita Phondekar, Mrs. Madhavi Kerkar, Madhusudan Budhia, Ecohomes Constructions Private Limited, Omprakash Monga, Jayantilal Patel, Vasant Patel and Gaurav Monga, a partnership firm was constituted under the name and style of "M/s. Vaidehi Akash Ecohomes Constructions".
- (iv) By and under a Deed of Dissolution dated 6<sup>th</sup> March 2007 executed between Vaidehi Akash Housing Private Limited, Mr. Gurunath Phondekar, Mrs. Sunita Phondekar, Mrs. Madhavi Kerkar, Madhusudan Budhia, Ecohomes Constructions Private Limited, Omprakash Monga, Jayantilal Patel, Vasant Patel and Gaurav Monga, the partnership firm by the name and style of "M/s. Vaidehi Akash Ecohomes Constructions" was dissolved by mutual consent and it was recorded therein that a



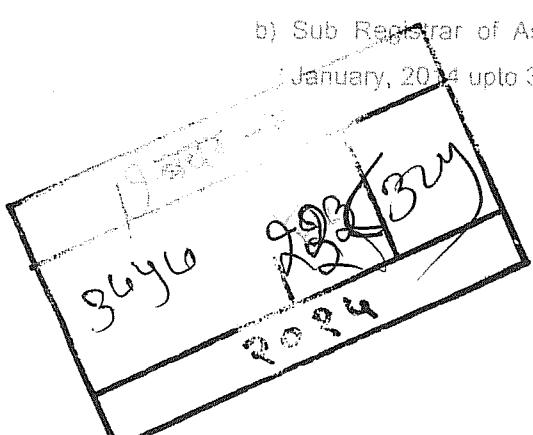
sum of Rs 14,09,67,000/- (Rupees Fourteen Crores Nine Lakhs Sixty Seven Thousand only) was paid by Vaidehi Akash Housing Private Limited, Mr Gurunath Phondekar, Mrs Sunita Phondekar, Mrs. Madhavi Kerkar, Madhusudan Budhia to Ecohomes Constructions Private Limited, Omprakash Monga, Jayantilal Patel, Vasant Patel and Gaurav Monga in full and final settlement. It is further recorded therein that Ecohomes Constructions Private Limited, Omprakash Monga, Jayantilal Patel, Vasant Patel and Gaurav Monga shall have no right or claim of any nature whatsoever on the ongoing development of New D.N Nagar Sagar Sahwas colony project

#### VIII. Search at the office of the Sub-Registrar

(i) We had engaged Mr. Sameer Sawant (Title Investigator) to undertake the searches at the office of the Sub-Registrar of Assurances. On a perusal of the said search reports, it is observed that there are certain documents executed and registered in respect of the said Land, in addition to the documents mentioned hereinabove

Since the searches are undertaken with respect to the entire CTS No. 195 and the said Land, is only a portion thereof, all the deeds and documents as reflected in each report are examined and the Architect of Rustomjee Realty Private Limited has superimposed the schedules of the deeds and superimposed the same with the Enclosure of the said Land and thereupon vide its certificate of even date certified that save and except the documents mentioned in Annexure "A" to the said certificate, the balance documents as reflected in the aforesaid search reports are certain to the said Land and the same are in the nature of internal transfers between members of the New DN Nagar Co-operative Housing Societies Union Ltd, Affidavits tendered on behalf of Rustomjee Realty Private Limited to the Municipal Corporation of Greater Mumbai, notices of Lis Pendens in a few of the litigations already set out hereinabove and Agreements for Sale under the provisions of Maharashtra Ownership Flats (Regulation of Promotion of Construction, Sale, Management and Transfer) Act, 1963 entered into between Rustomjee Realty Private and its purchasers in respect of the free sale component by. On a perusal of the updated search report dated 23<sup>rd</sup> January, 2015, it is observed that during the course of the search carried at the offices of the Sub Registrar of Assurances, Andheri 1, 2, 3, 4, 5 and 6, the records in respect of the said Land were available only for the period stated hereinbelow:-

- a) Sub Registrar of Assurances, Andheri-1 the records were available from 1<sup>st</sup> January, 2014 upto 30<sup>th</sup> June, 2014;
- b) Sub Registrar of Assurances, Andheri-2 the records were available from 2<sup>nd</sup> January, 2014 upto 30<sup>th</sup> December, 2014;



- c) Sub Registrar of Assurances, Andheri-3 the records were available from 3<sup>rd</sup> January, 2014 upto 27<sup>th</sup> December, 2014;
- d) Sub Registrar of Assurances, Andheri-4 the records were available from 2<sup>nd</sup> January, 2014 upto 29<sup>th</sup> September, 2014;
- e) Sub Registrar of Assurances, Andheri-5 the records were available from 1<sup>st</sup> January, 2014 upto 27<sup>th</sup> November, 2014; and
- f) Sub Registrar of Assurances, Andheri-6 the records were available from 1<sup>st</sup> January, 2014 upto 26<sup>th</sup> October, 2014

#### IX. Registrar of Companies

As per the records of the Registrar of Companies ("ROC") of Rustomjee Realty Private Limited, Rustomjee Realty Private Limited has mortgaged the areas of the free sale component and the development rights with respect to the said Land to the State Bank of India by and under a Deed of Mortgage dated 20<sup>th</sup> July, 2012 registered with the office of the Sub Registrar of Assurances under Serial No. BDR - 9617 of 2012 and Supplemental Deed of Mortgage dated 17<sup>th</sup> January, 2013 registered with the office of the Sub Registrar of Assurances under Serial No. BRL - 1/666 of 2013 subject to the terms and conditions mentioned therein.



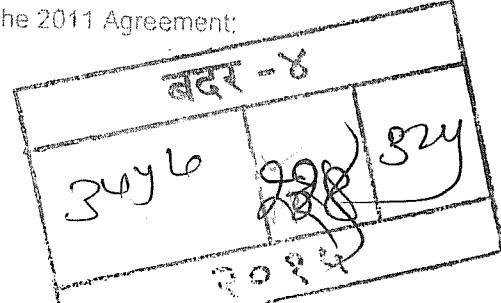
#### X. Site Status

Rustomjee Realty Private Limited has declared that the said Land is under development and in possession of Rustomjee Realty Private Limited and that in pursuance of the sanctioned plans amended from time to time, Rustomjee Realty Private Limited is constructing 8 (eight) rehabilitation wings for rehabilitation of the 480 members of the New D.N. Nagar Co-operative Housing Societies Union Limited on a portion of the said Land and 8 (eight) free sale wings to be collectively known as "Elements" on a portion of the said Land.

#### XI. Opinion

Based on the aforesaid steps we have undertaken, we are of the opinion that the title of Rustomjee Realty Private Limited to develop the said Land and sell premises in the Free Sale Buildings known as "Elements" to intending purchasers on "ownership basis" is clear and marketable, subject to:-

- i. The compliance of the terms and conditions by Rustomjee Realty Private Limited under the Rustomjee Development Agreement (read with the Confirmation Letter of the New D.N. Nagar Co-operative Housing Societies Union Limited and the Letter dated 7<sup>th</sup> July, 2010 addressed by us to Vaidehi Akash Housing Private Limited), Confirmation Agreement, FSI Agreement and the 2011 Agreement;



- ii The terms and conditions of the Lease Deeds and Sale Deeds and the Letter of Offer dated 1<sup>st</sup> February, 2012 addressed by MHADA to the New D.N. Nagar Co-operative Housing Societies Union Limited and the provisions of the regulation 33(5) of the D.C. Regulation, 1991.
- iii The outcome of litigations, Objections and Claims as stated in the Annexure "B" and in section V above. It may be noted that the Hon'ble High Court in its order dated 1<sup>st</sup> December, 2014 has formed a prima facie view and based thereon no reliefs of any nature whatsoever are accorded. It is duly recorded that individual purchasers have independent rights to claim damages against Vaidehi peculiar to their individual cases, but they have prima facie no right to claim anything from the Society or Rustomjee much less specific performance of their individual agreements. Even the best placed amongst them, have no leg to stand on as against the Society or Rustomjee;
- iv The obtainment of and compliance with all the statutory approvals and permissions from MHADA and Municipal Corporation of Greater Mumbai and all other statutory and relevant authorities for the development of the said Land; and the



No compliance of the Deed of Mortgage dated 23<sup>rd</sup> July, 2012 registered with the office of the Sub Registrar of Assurances under Serial No. BDR-9/6176 of 2012 and the Supplemental Deed of Mortgage dated 17<sup>th</sup> January, 2013 registered with the office of the Sub Registrar of Assurances under Serial No. BRL -1/666 of 2013 executed by Rustomjee Realty Private Limited in favour of State Bank of India.

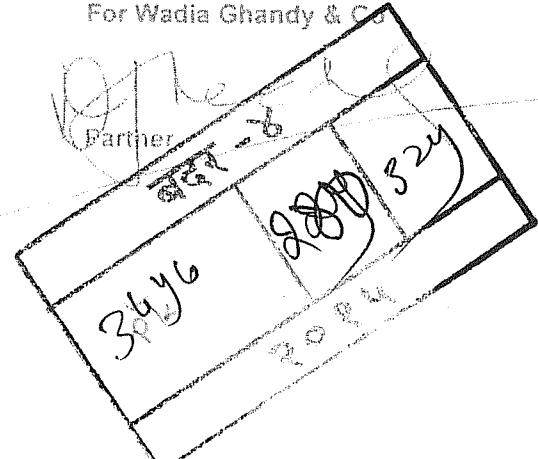
#### SCHEDULE OF THE SAID LAND

All that piece of land situate and lying at Survey No. 106, Part No 5, CTS No 195 (part) of Village Andheri, Taluka Andheri, admeasuring 20,218.65 square metres or thereabouts situate at New D.N. Nagar, Andheri (W), Mumbai 400 053 in the Registration Sub District of Bandra and District of Mumbai City and bounded as follows:

On or towards the North:	by 40 Feet Road & ESIC Nagar
On or towards the South:	by 30 Feet Road HIG Colony
On or towards the East :	by 90 Feet Juhu Link Road
On or towards the West:	by Kapas Wadi Slum Area

DATED THIS 16<sup>th</sup> DAY OF FEB 2015

For Wadia Ghandy & Co.



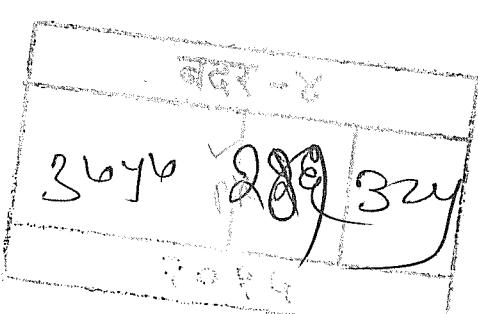
WADIA GHANDY & CO.

Annexure "A"

List of Original Title Deeds Inspected

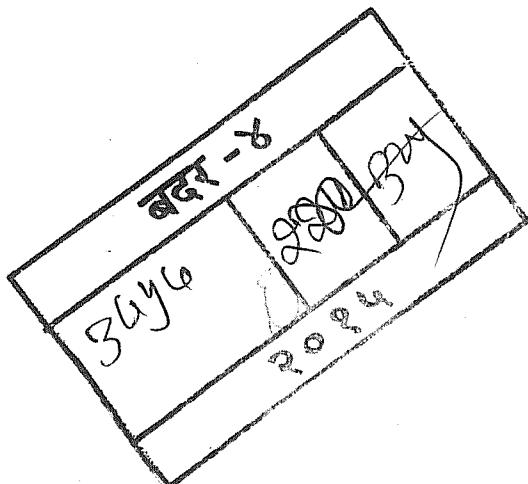
- 1 Indenture of Lease dated 16<sup>th</sup> April, 1994 executed between MHADA (therein referred to as the "Authority") of the One Part and New D. N. Nagar Sankalpa Sagar Co-operative Housing Society Ltd (therein referred to as the "Society") of the Other Part and registered at the office of the Sub-Registrar of Assurances Andheri, under Serial No 2320 of 1994.
- 2 Sale Deed dated 16<sup>th</sup> April, 1994 executed between MHADA of the One Part and New D. N. Nagar Sankalpa Sagar Co-operative Housing Society Ltd of the Other Part and registered at the office of the Sub-Registrar of Assurances, Andheri under Serial No. BDR1/2322/2000
- 3 Indenture of Lease dated 10<sup>th</sup> July, 1995 executed between MHADA (therein referred to as "Authority") of the One Part and New D. N. Nagar Juhu Kinara Co-operative Housing Society Ltd (therein referred to as "Society") of the Other Part and registered at the office of the Sub-Registrar of Assurances Andheri, under Serial No. BDR1/95/1795
- 4 Sale Deed dated 10<sup>th</sup> July, 1995 executed between MHADA of the One Part and New D. N. Nagar Juhu Kinara Co-operative Housing Society Ltd of the Other Part and registered at the office of the Sub-Registrar of Assurances, Andheri under Serial No. BDR1/95/1795
- 5 Indenture of Lease dated 28<sup>th</sup> June, 2006 executed between MHADA (therein referred to as "Authority") of the One Part and New D. N. Nagar Akashdeep Co-operative Housing Society Limited (therein referred to as "Society") of the Other Part and registered at the office of the Sub-Registrar of Assurances Andheri, under Serial No. BDR1/5529/2006
- 6 Sale Deed dated 28<sup>th</sup> June, 2006 executed between MHADA of the One Part and New D. N. Nagar Akashdeep Co-operative Housing Society Limited of the Other Part and registered at the office of the Sub-Registrar of Assurances, Andheri under Serial No. BDR1/5530/2006
- 7 Indenture of Lease dated 7<sup>th</sup> July, 2006 executed between MHADA (therein referred to as "Authority") of the One Part and Juhu Chhaya Co-operative Housing Society Ltd (therein referred to as "Society") of the Other Part and registered at the office of the Sub-Registrar of Assurances Andheri, under Serial No. BDR1/5753/2006
- 8 Sale Deed dated 7<sup>th</sup> July, 2006 executed between MHADA of the One Part and Juhu Chhaya Co-operative Housing Society Ltd of the Other Part and registered at the office of the Sub-Registrar of Assurances, Andheri under Serial No. BDR1/5752/2006
- 9 Indenture of Lease dated 28<sup>th</sup> June, 2006 executed between MHADA (therein referred to as "Authority") of the One Part and New D. N. Nagar Satyam Shivam Sunderam Co-operative Housing Society Ltd (therein referred to as "Society") of the Other Part and registered at the office of the Sub-Registrar of Assurances Andheri, under Serial No. BDR4/05525/2006
- 10 Sale Deed dated 28<sup>th</sup> June, 2006 executed between MHADA of the One Part and New D. N. Nagar Satyam Shivam Sunderam Co-operative Housing Society Ltd of the Other Part and registered at the office of the Sub-Registrar of Assurances, Andheri under Serial No. BDR1/5526/2006
- 11 Indenture of Lease dated 28<sup>th</sup> June, 2006 executed between MHADA (therein referred to as "Authority") of the One Part and New D. N. Nagar Juhu Milan Co-operative Housing Society Ltd (therein referred to as "Society") of the Other Part and registered at the office of the Sub-Registrar of Assurances Andheri, under Serial No. BDR1/05535/2006.

18



# WADIA GHANDY & CO.

- 12 Sale Deed dated 28<sup>th</sup> June, 2006 executed between MHADA therein referred to as "Authority") of the One Part and New D. N. Nagar Juhu Milan Co-operative Housing Society Ltd (therein referred to as "Society") of the Other Part and registered at the office of the Sub-Registrar of Assurances, Andheri under Serial No.BDR1/05536/2006
- 13 Indenture of Lease dated 28<sup>th</sup> September, 2002 executed between MHADA (therein referred to as "Authority") of the One Part and New D. N. Nagar Juhu Angan Co-operative Housing Society Ltd (therein referred to as "Society") of the Other Part and registered at the office of the Sub-Registrar of Assurances, Andheri under Serial No.BDR1/1653/2000
- 14 Counterpart of the Confirmation Agreement dated 3rd February, 2010 executed between the New D.N. Nagar Co-operative Housing Societies Union Limited (therein referred to as the said Society) of the First Part, Vaidehi Akash Housing Private Limited (therein referred to as Vaidehi Akash Housing Private Limited) of the Second Part and Rustomjee Realty Private Limited (therein referred to as Rustomjee) of Third Part and registered with the office of the Sub Registrar of Assurances at Andheri under Serial No.2333 of 2010.
- 15 Counterpart of the Agreement dated 10<sup>th</sup> February 2010 executed between the New D.N. Nagar Co-operative Housing Societies Union Limited, Vaidehi Akash Housing Private Limited and Rustomjee Realty Private Limited and registered with the office of the Sub Registrar of Assurances at Andheri under Serial No. 2334 of 2010
- 16 Letter dated 20<sup>th</sup> March, 2010 addressed by Vaidehi Akash Housing Private Limited to Advocate Mr. Appa Saheb Desai
- 17 Letter dated 30<sup>th</sup> January, 2010 addressed by Wadia Ghandy & Co to Advocate Mr. Appa Saheb Desai.



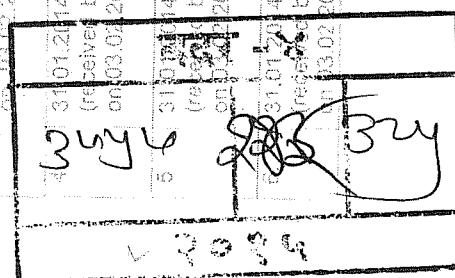
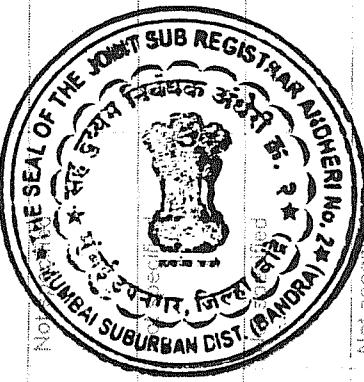
# M&E EXCISE NO. 1

Table of the Objection Letters Received pursuant to Public Notice Dated 20<sup>th</sup> January 2014

Pre-Rustionee Development Agreement

Allocation Letters

Sr. No.	Date of the Objection Letter	Name of the Party	Date of the Allocation Letter	Particulars of the premises paid	Total Consideration	Balance Consideration due and payable	Details of Suit filed	Exhibit if Vaidehi's Affidavit	Position in the Counter Claim
1.	31.01.2014 (received by us on 03.02.2014)	Shanti Swaroop	4 December 2006	Shop No 4 on the ground and mezzanine floor of Renival building measuring 349 square feet carpet equivalent to 878 square feet saleable	Rs 70,24,000/- (Rupees Thirty Lakh Twenty Four Thousand only)	Rs 3,00,000/- (Rupees Three Lakh only)	Rs 67,24,000/- (Rupees Sixty Lakh Three Lakh Sixty Four Thousand only)	Not mentioned in Vaidehi's Affidavit	Not a party to our CC
2.	31.01.2014 (received by us on 03.02.2014)	Hari Singh Gouri	27 November 2006	Flat No. 706 on the 7 <sup>th</sup> Floor	Not specified	Not specified	Not specified	D-82	
3.	31.01.2014 (received by us on 03.02.2014)	Harmeetkaur Bajaj	September 2006	Flat No. 804 on the 8 <sup>th</sup> Floor	Not specified	Not specified	Not specified	D-83	
4.	31.01.2014 (received by us on 03.02.2014)	Raj Patel	15 September 2006	Flat No. 806 on the 8 <sup>th</sup> Floor	Not specified	Not specified	Not specified	Not a party to our CC	
5.	31.01.2014 (received by us on 03.02.2014)	Jianchoi Singh Rajai	7 September 2005	Flat No. 803 on the 8 <sup>th</sup> Floor	Not specified	Not specified	Not specified	Not a party to our CC	
6.	31.01.2014 (received by us on 03.02.2014)	Harkishan Virendra Vimal	7 September 2006	Flat No. 805 on the 8 <sup>th</sup> Floor	Not specified	Not specified	Not specified	Not a party to our CC	





31/01/14  
Received by us  
(received on  
01/02/14)  
on 01/02/14  
2014  
2014  
2014

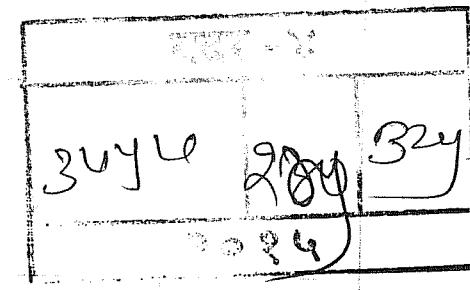
31/01/14  
Shop No 3 on  
ground floor  
mezzanine  
floor  
admeasuring  
549 square  
feet carpet  
equivalent to  
878 square  
feet saleable

22  
Private Limited  
Novembre 2013  
Rs 70,24/-  
Rs 360,000/-  
Rs 3,60,000/-  
24,000/-  
Rs 3,62,000/-  
Not mentioned  
in Valuation  
Affidavit  
Not a party to  
our SC

Shop No 3 on  
ground floor  
mezzanine  
floor  
admeasuring  
549 square  
feet carpet  
equivalent to  
878 square  
feet saleable

9.	31/01/14 (received by us on 01/02/14)	Vijay Poddar	31 <sup>st</sup> October 2006	Flat No. 704 on 7 <sup>th</sup> floor (Rupees One Crore Twenty Five Lakh Eighty Eight Thousand Five Hundred only)	Rs 1,25,89,500/- (Rupees One Crore Twenty Five Lakh Eighty Eight Thousand Five Hundred only)	Rs 40,00,000/- (Rupees Forty Lakh only)	Rs 85,89,500/- (Rupees Eighty Five Lakh Eighty Nine Thousand Five Hundred only)	Rs 63,00,000/- (Rupees Sixty Four Lakh only)	Rs 6,30,000/- (Rupees Six Lakh only)	D-81
10.	Undated (received by us on 31/01/14)	Safita Shama & Gayatri Shama	1 <sup>st</sup> October 2016	Flat No 703 in Tower I on 7 <sup>th</sup> floor	Rs 72,00,000/- (Rupees Seventy Two Lakh only)	Rs 72,00,000/- (Rupees Seven Lakh Twenty Four Thousand only)	Rs 72,00,000/- (Rupees Seven Two Lakh only)	Rs 72,00,000/- (Rupees Seven Lakh Twenty Four Thousand only)	Rs 64,80,000/- (Rupees Sixty Four Lakh Eighty Eight Thousand only)	D-79
11.	31/01/14 (received by us on 01/02/14)	Sharmila	1 <sup>st</sup> October 2016	Flat No.603 in Tower I on 5 <sup>th</sup> floor	Rs 7,200,000/- (Rupees Seven Two Lakh only)	Rs 7,200,000/- (Rupees Seven Two Lakh only)	Rs 7,200,000/- (Rupees Seven Two Lakh only)	Rs 7,200,000/- (Rupees Seven Two Lakh only)	Rs 64,80,000/- (Rupees Sixty Four Lakh Eighty Eight Thousand only)	D-79

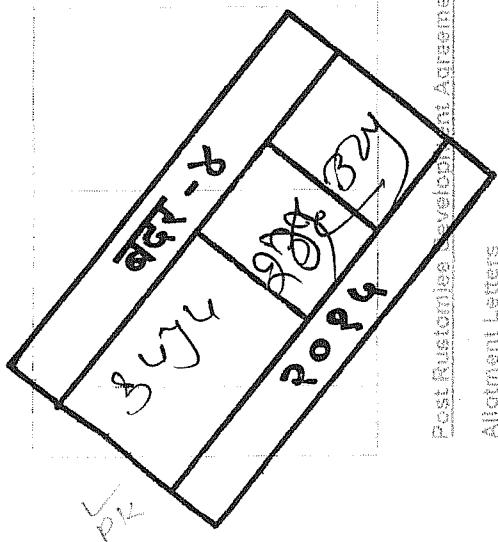
12	03/02/07	Karmadi Kapadia	30 <sup>th</sup> March 2007	Flat No.701 in Tower I on 7 <sup>th</sup> floor admeasuring 2230 square feet saleable	Rs.80,00,000/- (Rupees Ninety Lakh only)	Rs.9,00,000/- (Rupees Eighty One Lakh only)	Rs.81,00,000/- (Rupees Eighty One Lakh only)	Rs.40,50,000/- (Rupees Forty Lakh Five Thousand only)	Suit No. 4 No.1582 of 2011 in Bombay High Court (as decided)	D-445
13.	R. Patel	Chehan Patel	30 <sup>th</sup> March 2007	Flat No. 605 in Tower No.1 on 6 <sup>th</sup> Floor admeasuring 1800 square feet saleable	Rs. 72,00,000/- (Rupees Seventy Two Lakh only)	Rs. 72,00,000/- (Rupees Ten Lakh Eight Thousand only)	Rs. 61,20,000/- (Rupees Sixty One Twenty Thousand only)	Rs. 32,40,000/- (Rupees Thirty Two Lakh Four Thousand only)	Suit No. 1 No.1377 of 2011 in Bombay High Court (as decided)	D-139
14.	Dipak Mehra	Ajka	26 <sup>th</sup> March 2007	Flat No. 706 in Tower No.1 on 7 <sup>th</sup> Floor admeasuring 1800 square feet saleable	Rs. 72,00,000/- (Rupees Seventy Two Lakh only)	Rs. 72,00,000/- (Rupees Ten Lakh Eight Thousand only)	Rs. 61,20,000/- (Rupees Sixty One Twenty Thousand only)	Rs. 32,40,000/- (Rupees Thirty Two Lakh Four Thousand only)	Suit No. 1 No.1353 of 2011 in Bombay High Court (as decided)	D-138
15.	Asso Nihalani		15 <sup>th</sup> February, 2007	Anchor Shop Ground + 2 levels admeasuring 3000 square feet carpet and shop no.38 admeasuring 750 square feet carpet	Rs.2,25,00,000/- (Rupees Two Crore Eight Lakh only)	Rs.46,00,000/- (Rupees Forty Seven Lakh only)	Rs.1,77,00,000/- (Rupees One Crore Seventy Lakh only)	Rs.1,77,00,000/- (Rupees One Crore Seventy Lakh only)	Suit No. 1 No.1364 of 2011 in Bombay High Court (as decided)	D-162
16.			26 <sup>th</sup> June 2006	Commercial Premises admeasuring 4000 square feet carpet area on lower floors of	Rs.24,00,00,000/- (Rupees Twenty Four Crore only)	Rs.21,50,00,000/- (Rupees Twenty One Lakh Fifty Thousand only)	Rs.23,70,50,000/- (Rupees Twenty Three Lakh Fifty Five Thousand only)	As per entry 2 in Exhibit A No.1472 of 2011 in Bombay High Court (as decided)	Suit No. 1 No.1472 of 2011 in Bombay High Court (as decided)	D-163



344 4  
284 5  
324 6



commercial  
building and  
shops about  
6500 square  
feet carpet  
area on the  
ground floor  
and 3500  
square feet  
carpet area on  
the first floor



Post Auctionee's Assignment Agreement

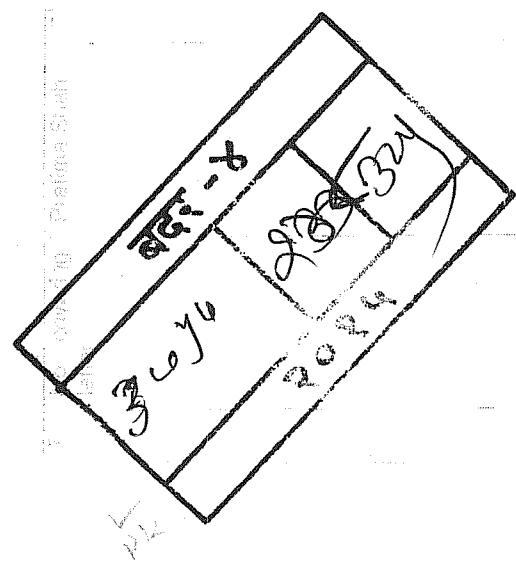
Allotment Letters

Sr.	Date of the No. Objection Letter	Name of the Party	Date of the Allotment Letter	Particulars of the Premises	Total Consideration paid	Balance Consideration due payable	Details of the Suit filed, if any	Exhibit as per Vaideli's Affidavit	Position in the Counter Claim
1	21/01/2014	Chitrag Tripathi	5 April 2008	Flat No 1703 in Building No.1 17th floor	Rs. 45,00,000/- (Rupees Forty Five Lakh only)	Rs. 40,00,000/- (Rupees Forty Lakh only)	Rs. 5,00,000/- (Rupees Five Lakh only)	D-22	Not a party to our CC Affidavit
2	21/01/2014	Sharmap (received by us 25/01/2014)	5 February 2008	Flat No 1704 in Building No.1 17th floor	Rs. 45,00,000/- (Rupees Forty Five Lakh only)	Rs. 40,00,000/- (Rupees Forty Lakh only)	Rs. 5,00,000/- (Rupees Five Lakh only)	Not a party to our CC Affidavit	Not a party to our CC Affidavit
3	21/01/2014	Sharmap (received by us 25/01/2014)	5 February 2008	Flat No 1703 in Building No.1 13th floor	Rs. 40,00,000/- (Rupees Forty Lakh only)	Rs. 50,00,000/- (Rupees Fifty Lakh only)	Rs. 5,00,000/- (Rupees Five Lakh only)	Not a party to our CC Affidavit	Not a party to our CC Affidavit

Building No. 1 New Nager Sagar Samvas Colony admeasuring 885 square feet saleable	5 February 2008	Flat No. 1202 in Building No. 1 on the 12th floor in Building No. 1 New DN	Rs. 35,00,000/- (Rupees Thirty Lakh only)	Rs. 30,00,000/- (Rupees Thirty Lakh only)	Not mentioned in Vaidehi's Affidavit.	Net a party to our SC	
4 24/01/2014 (Received by Mukhija on 25/01/2014)	Nicholas Sawant 2008	Flat No. 1202 in Building No. 1 on the 12th floor in Building No. 1 New Sagar Samvas Colony admeasuring 655 square feet saleable	Rs. 35,00,000/- (Rupees Thirty Lakh only)	Rs. 30,00,000/- (Rupees Thirty Lakh only)	[Note: Panika] Nimani appears to have been allotted the same flat vide Allotment Letter dated 30th May, 2008	Net a party to our SC	B-26 Exhibit A
5 27/01/2014	Eastern Overseas Corporation 2008	Flat No. 1601 in Building No. 2 on 15th Floor admeasuring 645 square feet saleable	Rs. 60,00,000/- (Rupees Sixty Lakh only)	Rs. 60,00,000/- (Rupees Sixty Lakh only)	Had filed Chamber Summons (L) No. 139 of 2013 in the Vaccine Suit No. 262/12	Had filed Chamber Summons (L) No. 139 of 2013 in the Vaccine Suit No. 262/12	B-26 Exhibit A
6 27/01/2014	Eastern Overseas Corporation 2008	Flat No. 1602 in Building No. 2 on 16th Floor admeasuring 885 square feet saleable	Rs. 60,00,000/- (Rupees Sixty Lakh only)	Rs. 60,00,000/- (Rupees Sixty Lakh only)	Had filed Chamber Summons (L) No. 139 of 2013 in the Vaccine Suit No. 262/12	Had filed Chamber Summons (L) No. 139 of 2013 in the Vaccine Suit No. 262/12	B-26 Exhibit A



Rs. 40,000/-  
Flat No. 1402  
Wt Building  
(Rupees Forty  
Lakh only)  
Mangal  
Sahasra  
Colony  
addressuring  
985 Square  
feet saleable.



Not a  
mentioned in  
party to  
our CC  
Affidavit

(Note: The  
same flat has  
been allotted  
to one Riyaz  
Lokhandwala  
vide an  
Allotment  
Letter dated  
5 June, 2008  
for a  
consideration  
of Rs 35 L)

Rs. 35,00,000/-  
Rs. 5,00,000/-  
Flat No. 1404  
in Building  
No. 1  
Rupees Forty  
Lakh only)  
Rupees Thirty  
Five Lakh only)  
Rupees Five  
Lakh only)

Not a  
mentioned in  
party to  
our CC  
Affidavit

(Note: The  
same flat has  
been allotted  
to one  
Minaben  
Gandhi &  
Hiten Gandhi  
vide an  
Allotment  
Letter dated  
26<sup>th</sup> June,  
2008 for a  
consideration  
of 35 L)

Rs. 35,00,000/-  
Rs. 5,00,000/-  
Flat No. 1404  
in Building  
No. 1  
Rupees Forty  
Lakh only)  
Rupees Thirty  
Five Lakh only)  
Rupees Five  
Lakh only)

Not a  
mentioned in  
party to  
our CC  
Affidavit

Not a  
mentioned in  
party to  
our CC  
Affidavit

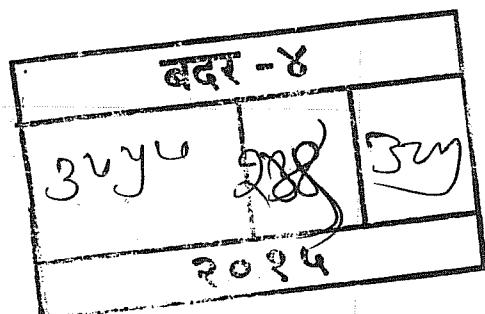
Rs. 35,00,000/-  
Rs. 5,00,000/-  
Flat No. 1403  
in Building  
No. 1  
Rupees Forty  
Lakh only)  
Rupees Thirty  
Five Lakh only)  
Rupees Five  
Lakh only)

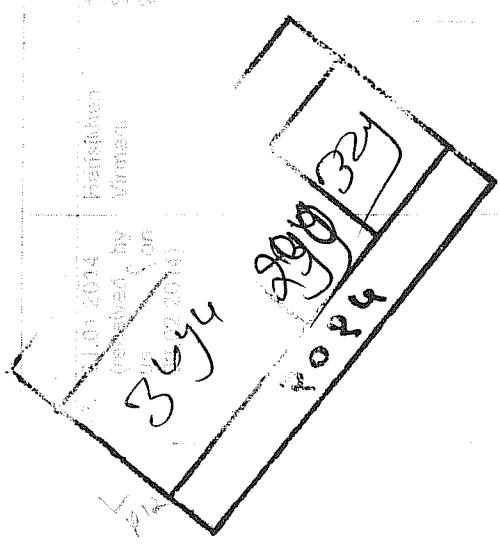
Not a  
mentioned in  
party to  
our CC  
Affidavit

Rs. 35,00,000/-  
Rs. 5,00,000/-  
Flat No. 1403  
in Building  
No. 1  
Rupees Forty  
Lakh only)  
Rupees Thirty  
Five Lakh only)  
Rupees Five  
Lakh only)

Not a  
mentioned in  
party to  
our CC  
Affidavit

10. 03.02.2014	Sujit Shastriwala	19th October 2008	Flat No. 1801 on 18th floor in Building No. 5 admeasuring 885 square feet saleable plus one car park.	Rs 10,00,000/- (Rupees Ten Lakh only)	Rs 2,00,000/- (Rupees Two Lakh only)	Rs 8,00,000/- (Rupees Eight Lakh only)	D-38
11. 03.02.2014	Sumit Spansharwala	25th October 2007	Flat No. 1802 on 18th floor in Building No. 5 admeasuring 885 square feet saleable plus one car park	Rs 10,00,000/- (Rupees Ten Lakh only)	Rs 2,00,000/- (Rupees Two Lakh only)	Rs 8,00,000/- (Rupees Eight Lakh only)	D-40
12. 03.01.2014 (received by us on 03.02.2014)	Mandeep Singh	20th October 2008	Flat No. 1802 on the 18th Floor	Not specified	Not specified	Not mentioned in Vaidhehi's Affidavit	Note: The same flat appears to have been allotted to one Mohani Bambhani vide Allocation Letter dated 31st May, 2008 for a consideration an
13. 03.01.2014	Manjeet Bajaj	20th October 2008	Flat No. 1802 on the 18th Floor	Not specified	Not specified	Not mentioned in Vaidhehi's Affidavit	The same flat appears to have been allotted to one Mohani Bambhani vide Allocation Letter dated 31st May, 2008 for a consideration an





Received on 31/01/2008  
Received by Vardhan  
Date 03.02.2008

Flat No. 1704 Not specified  
on the 17th floor  
September 2007  
Date 03.02.2008

Not a party to our CC  
Vaidhik's Affidavit

[Note: The same flat appears to have been allotted to one Chirag Dhip Trivedi vide an Allotment Letter dated 5th April, 2008 for a consideration of 45L.]

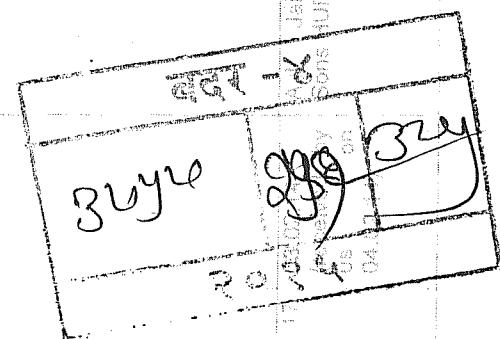
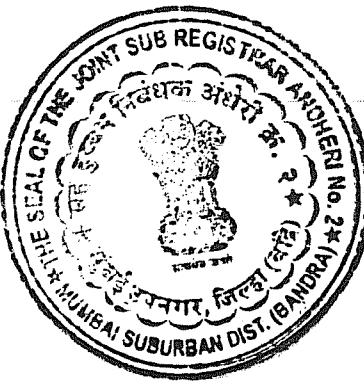
Not a party to our CC  
Vaidhik's Affidavit

[Note: The same flat appears to have been allotted to one Chirag Dhip Trivedi vide an Allotment Letter dated 5th April, 2008 for a consideration of 45L.]

Not a party to our CC  
Vaidhik's Affidavit

[Note: The same flat appears to have been allotted to one Chirag Dhip Trivedi vide an Allotment Letter dated 5th April, 2008 for a consideration of 45L.]

On 03.02.2014	2007 Floor	2007 Flat No. 1804 on the 18 <sup>th</sup> Floor	Not specified	Not specified	Note: The same flat appears to have been allotted to one Ashok Vilhay Jain vide an Affidavit dated 27 <sup>th</sup> June, 2008 for a consideration of 50L.]
31.01.2014 Rescinded by us on 03.02.2014)	Hemlatah Vijayani	2007 Secter Flat No. 1804 on the 18 <sup>th</sup> Floor	Not specified	Not specified	Note: The same flat appears to have been allotted to one Ashok Vilhay Jain vide an Affidavit dated 27 <sup>th</sup> June, 2008 for a consideration of 50L.]
31.01.2014 Rescinded by us on 03.02.2014)	Hemlatah Vijayani	2007 Secter Flat No. 1804 on the 18 <sup>th</sup> Floor	Not specified	Not specified	Note: The same flat appears to have been allotted to one Ashok Vilhay Jain vide an Affidavit dated 27 <sup>th</sup> June, 2008 for a consideration of 50L.]
31.01.2014 Rescinded by us on 03.02.2014)	Hemlatah Vijayani	2007 Secter Flat No. 1804 on the 18 <sup>th</sup> Floor	Not specified	Not specified	Note: The same flat appears to have been allotted to one Ashok Vilhay Jain vide an Affidavit dated 27 <sup>th</sup> June, 2008 for a consideration of 50L.]





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885 September

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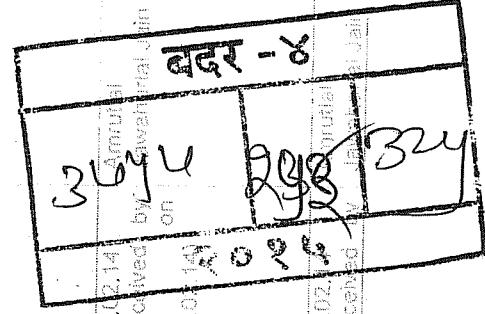
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18	Plot No. 1702	Rs. 63,10,000/-	Flat No. 1702	Rs. 48,10,000/-	Flat No. 1703	Rs. 53,10,000/-	Flat No. 1703	Rs. 50,00,00/-	Flat No. 1704	Rs. 48,10,000/-	Flat No. 1704	Rs. 50,00,00/-	Flat No. 1705	Rs. 48,10,000/-	Flat No. 1705	Rs. 53,10,000/-
19	Plot No. 1706	Rs. 63,10,000/-	Flat No. 1706	Rs. 50,00,00/-	Flat No. 1706	Rs. 53,10,000/-	Flat No. 1706	Rs. 50,00,00/-	Flat No. 1707	Rs. 50,00,00/-	Flat No. 1707	Rs. 53,10,000/-	Flat No. 1708	Rs. 50,00,00/-	Flat No. 1708	Rs. 53,10,000/-
20	Plot No. 1707	Rs. 63,10,000/-	Flat No. 1707	Rs. 50,00,00/-	Flat No. 1707	Rs. 53,10,000/-	Flat No. 1707	Rs. 50,00,00/-	Flat No. 1708	Rs. 50,00,00/-	Flat No. 1708	Rs. 53,10,000/-	Flat No. 1709	Rs. 53,10,000/-	Flat No. 1709	Rs. 53,10,000/-
21	Plot No. 1709	Rs. 63,10,000/-	Flat No. 1709	Rs. 50,00,00/-	Flat No. 1709	Rs. 53,10,000/-	Flat No. 1709	Rs. 50,00,00/-	Flat No. 1710	Rs. 50,00,00/-	Flat No. 1710	Rs. 53,10,000/-	Flat No. 1710	Rs. 50,00,00/-	Flat No. 1710	Rs. 53,10,000/-

23	03.02.14	Deepak	29 <sup>th</sup> May, 2006	Flat No. 1603 In building No.3 on 16 <sup>th</sup> floor admeasuring 885 square feet saleable	Rs 53,10,000/- (Rupees Fifty Three Lakh Ten Thousand only)	Rs 5,00,000/- (Rupees Five Lakh only)	Rs 48,10,000/- (Rupees Forty Eight Lakh Ten Thousand only)	Not mentioned in Vaidehi's Affidavit.	Not a party to our CC
24	03.02.14	Deepak	29 <sup>th</sup> May, 2008	Flat No. 1604 In building No.3 on 16 <sup>th</sup> floor admeasuring 885 square feet saleable	Rs 53,10,000/- (Rupees Fifty Three Lakh Ten Thousand only)	Rs 5,00,000/- (Rupees Five Lakh only)	Rs 48,10,000/- (Rupees Forty Eight Lakh Ten Thousand only)	Not mentioned in Vaidehi's Affidavit.	Not a party to our CC
25	03.02.14	Rakhi Deepak	29 <sup>th</sup> May, 2008	Flat No. 1801 In building No.3 on 18 <sup>th</sup> floor admeasuring 885 square feet saleable	Rs 53,10,000/- (Rupees Fifty Three Lakh Ten Thousand only)	Rs 5,00,000/- (Rupees Five Lakh only)	Rs 48,10,000/- (Rupees Forty Eight Lakh Ten Thousand only)	Not mentioned in Vaidehi's Affidavit.	Not a party to our CC
26	03.02.14	Rakhi Deepak	29 <sup>th</sup> May, 2008	Flat No. 1802 In building No.3 on 18 <sup>th</sup> floor admeasuring 885 square feet saleable	Rs 53,10,000/- (Rupees Fifty Three Lakh Ten Thousand only)	Rs 5,00,000/- (Rupees Five Lakh only)	Rs 48,10,000/- (Rupees Forty Eight Lakh Ten Thousand only)	Not mentioned in Vaidehi's Affidavit.	Not a party to our CC
27	03.02.14	Amritpal Jain	29 <sup>th</sup> May, 2008	Flat No. 1803 In building No.3 on 18 <sup>th</sup> floor admeasuring 885 square feet saleable	Rs 53,10,000/- (Rupees Fifty Three Lakh Ten Thousand only)	Rs 5,00,000/- (Rupees Five Lakh only)	Rs 48,10,000/- (Rupees Forty Eight Lakh Ten Thousand only)	Not mentioned in Vaidehi's Affidavit.	Not a party to our CC
28	03.02.14	Amritpal Jain	29 <sup>th</sup> May, 2008	Flat No. 1804 In building No.3 on 18 <sup>th</sup> floor admeasuring 885 square feet saleable	Rs 53,10,000/- (Rupees Fifty Three Lakh Ten Thousand only)	Rs 5,00,000/- (Rupees Five Lakh only)	Rs 48,10,000/- (Rupees Forty Eight Lakh Ten Thousand only)	Not mentioned in Vaidehi's Affidavit.	Not a party to our CC



A circular stamp with a double border. The outer ring contains the text "THE JOINT SUB REGISTRAR" at the top and "TAMIL NADU" at the bottom. The inner circle features a central emblem of a temple gopuram (tower) with the text "SATHYAMANGALAM" written around it. Below the emblem, the text "JOINT SUB REGISTRAR" is repeated.

John Patterson, 1901-1902  
John Patterson, 1902-1903

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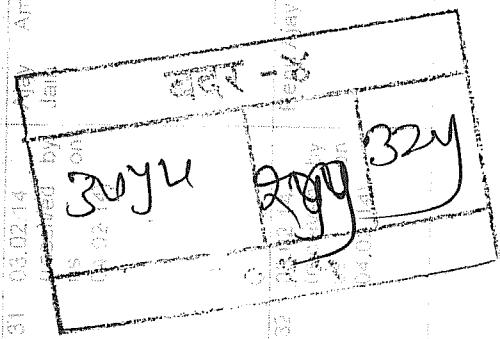
Geopak  
can  
Amoco Gas

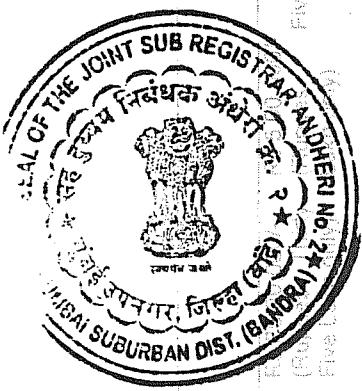
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28	03/02/14	Utsav Anjali 6 June, 2008	Commercial office premises No. 106 and 107 on the 1st floor admeasuring 835 square feet saleable	Rs 3,52,00,00/- (Rupees Three Crore Fifty Lakh Two Thousand Only)	Rs 18,50,00/- (Rupees Three Crore Fifty Five Thousand Only)	Rs 3,33,50,00/- (Rupees Three Crore Thirty Three Lakh Five Thousand Only)	Rs 3,33,50,00/- (Rupees Three Crore Thirty Three Lakh Five Thousand Only)	Not mentioned in Valdehi's Affidavit.	Not a party to our C.C.
29	03/02/14	Jain & Jain 6 June, 2008	Commercial office premises No. 109 and 110 on the 1st floor admeasuring 4400 square feet saleable	Rs 3,52,00,00/- (Rupees Three Crore Fifty Lakh Two Thousand Only)	Rs 17,50,00/- (Rupees Three Crore Fifteen Lakh Fifty Thousand Only)	Rs 2,97,70,00/- (Rupees Three Crore Ninety Seven Lakh Seven Thousand Only)	Rs 2,97,70,00/- (Rupees Three Crore Ninety Seven Lakh Seven Thousand Only)	Not mentioned in Valdehi's Affidavit.	Not a party to our C.C.
30	03/02/14	Rakhi Jan 6 June, 2008	Commercial office premises No. 110 on the 1st floor admeasuring 3840 square feet saleable	Rs 3,45,20,00/- (Rupees Three Crore Twenty Lakh One Thousand Only)	Rs 1,47,20,00/- (Rupees One Crore Seventy Two Thousand Only)	Rs 1,47,20,00/- (Rupees One Crore Seventy Two Thousand Only)	Rs 1,47,20,00/- (Rupees One Crore Seventy Two Thousand Only)	Not mentioned in Valdehi's Affidavit.	Not a party to our C.C.
31	03/02/14	Deeksh Amrit Jain 6 June, 2008	Commercial office premises No. 110 on the 1st floor admeasuring 1590 square feet saleable	Rs 10,00,00/- (Rupees One Lakh Only)	Rs 10,00,00/- (Rupees Ten Lakh Only)	Rs 1,68,84,20/- (Rupees One Crore Fifty Eight Lakh Niney Four Thousand Two Hundred Only)	Rs 1,68,84,20/- (Rupees One Crore Fifty Eight Lakh Niney Four Thousand Two Hundred Only)	Not mentioned in Valdehi's Affidavit.	Not a party to our C.C.





2703 Square  
feet saleable

Received by  
Surya  
on 30.01.14  
for Rs. 30,00,000/-

395 square  
feet saleable  
addressing  
No. 1 on 1st  
floor

Five

Not  
mentioned in  
party to  
our CC  
Vaidehi's  
Affidavit.

[Note] The  
same  
flat  
appears  
to  
have  
been  
allotted to one  
Riyaz K.  
Lokhandwala  
vide an  
Affidavit  
Letter dated  
5th June, 2008  
for a  
consideration  
of 35L.]

Not  
a  
party to  
our CC  
Vaidehi's  
Affidavit.

[Note] The  
same  
flat  
appears  
to  
have  
been  
allotted to one  
Riyaz K.  
Lokhandwala  
vide an  
Affidavit  
Letter dated  
5th June, 2008  
for a  
consideration  
of 35L.]

Not  
a  
party to  
our CC  
Vaidehi's  
Affidavit.

Not  
a  
party to  
our CC  
Vaidehi's  
Affidavit.

16  
Surya  
30.01.14  
Received by  
Surya  
on 30.01.14  
for Rs. 30,00,000/-

2025  
890  
321

Rs. 30,00,000/-  
Party (Rupees Thirty  
Lakh Only) Five  
Lakh Only (Lakh Only)

395 square  
feet saleable  
addressing  
No. 1 on 1st  
floor

Five

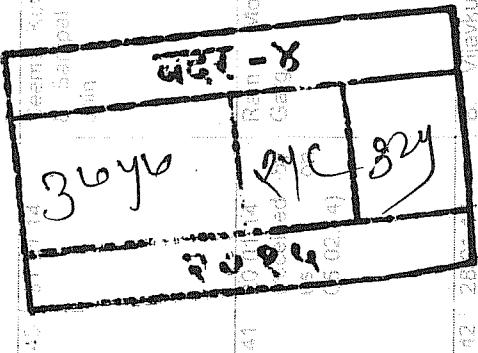
Not  
mentioned in  
party to  
our CC  
Vaidehi's  
Affidavit.

[Note] The  
same  
flat  
appears  
to  
have  
been  
allotted to one  
Mr. Abhaan  
Hiranandani  
Gandhi &  
Hiten  
Kasamukhrai  
Gandhi vide  
an Affidavit  
Letter dated  
26th June  
2008.

Not  
a  
party to  
our CC  
Vaidehi's  
Affidavit.

for consideration  
of 35L]

35	30.01.14	Prashant Received by Vivaktaar Shukla Rs. 65. 01.02.14)	14th February 2008 Reema Prashant Shukla	Fatl No.1602 on 16th floor of building no. 9 admeasuring 885 square feet saleable	Rs 46,00,000/- (Rupees Forty Six Lakh only) (Rupees Forty Six Lakh only)	Rs 46,00,000/- (Rupees Forty Six Lakh only) (Rupees Fifty Nine Lakh only)
36	30.01.14	Mukesh Shah Received by Us 01.02.14)	14th February 2008 Mukesh Shah	Flat No.807 in Building no.1 on the 8th floor admeasuring 885 square feet saleable	Rs 55,00,000/- (Rupees Fifty Nine Lakh only)	Rs 59,00,000/- (Rupees Fifty Nine Lakh only)
37	30.01.14	Mukund Received by Omji 01.02.14)	14th February 2008 Omji & Nitin Butela	Flat No.903 in building no.1 on the 9th floor admeasuring 885 square feet saleable	Rs 59,00,000/- (Rupees Fifty Nine Lakh only)	Rs 59,00,000/- (Rupees Fifty Nine Lakh only)
38	31.01.14	Ramdasrao Received by Nanchuri Sunita Nanchuri	1st December 2007 Nanchuri	Flat No.4101 On the 1st floor admeasuring 885 square feet carpet and saleable	Rs 29,00,000/- (Rupees Twenty Nine Lakh only)	Rs 20,00,000/- (Rupees Twenty Nine Lakh only)
39	31.01.14	Shivendra Received by Shrivardhan Gowda Shankar	2nd January 2008 Shrivardhan Gowda Shankar	Flat No.601 on the 6th floor in building no.1 admeasuring 885 square feet carpet and one car space	Rs 42,00,000/- (Rupees Forty Two Lakh only)	Rs 37,00,000/- (Rupees Thirty Seven Lakh only)



been served  
upon us)

46	01.02.14 (received by us on 03.02.14)	Kiran Chaudhary	5th November, 2007	Flat No 102 on the 1st floor in building no 1 admeasuring 540 square feet carpet plus one car parking	Rs 40,00,000/- (Rupees Forty Lakh only)	Rs 40,00,000/- (Rupees Forty Lakh only)	3/C Smt. Not mentioned in Court Serial No. No. 137 of Business and Chancery Sessions & Civil Court at Haji Ali Ho 137 2013 in Sub No 362 Lokte Bandra High Court	D-159
47	01.02.14 (received by us on 03.02.14)	Ratanlal Ramsawooed and Seda	17th June, 2008 Memorandum of Understand dated 17th June, 2008	Flat No 1801 in building no.1 admeasuring 540 square feet carpet plus one car parking	Rs 35,60,000/- (Rupees Thirty Five Lakh only)	Rs 20,00,000/- (Rupees Twenty Lakh only)	5/C Smt. Not mentioned in Court Serial No. No. 141 of Business and Chancery Sessions & Civil Court at Dharavi Ho 141 2013 in Sub No 363 Lokte Bandra High Court	D-23
48	01.02.14 (received by us on 03.02.14)	Jevendha and Jelat	17th June, 2008 Memorandum of Understand dated 17th June, 2008	Flat No 1804 in building no.1 admeasuring 540 square feet carpet plus one car parking	Rs 35,00,000/- (Rupees Thirty Five Lakh only)	Rs 30,00,000/- (Rupees Thirty Lakh only)	5/C Smt. Not mentioned in Court Serial No. No. 142 of Business and Chancery Sessions & Civil Court at Dharavi Ho 142 2013 in Sub No 364 Lokte Bandra High Court	D-27
49	01.02.14 (received by us on 03.02.14)	Prem Patel	7th October, 2008 and an undated Memorandum of Understand	Flat No 901 in building no.1 admeasuring 540 square feet carpet	Rs 35,00,000/- (Rupees Thirty Five Lakh only)	Rs 30,00,000/- (Rupees Thirty Lakh only)	5/C Smt. Not mentioned in Court Serial No. No. 143 of Business and Chancery Sessions & Civil Court at Dharavi Ho 143 2013 in Sub No 365 Lokte Bandra High Court	D-28



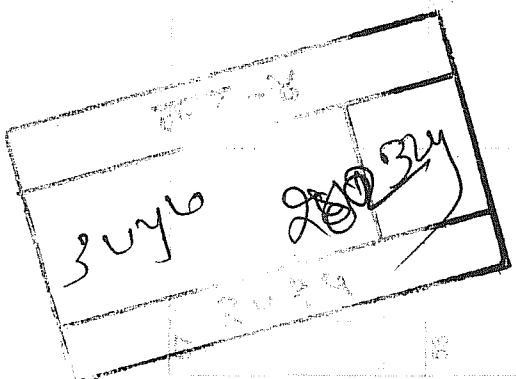
36th Carnegie Library  
Pittsburgh, Pennsylvania  
U.S.A.  
Loans Only  
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May be used only for reference

51	61	25/6/21/4	Received by Aloysius F. S. on 25/6/21/4 from Mr. L. S. D. S. (32) 8500/- Lakh only	Flat No. 1809 building no 1 on 13 <sup>th</sup> floor measuring 655 square feet saleable	Rs 24,50,000/- (Rupees Twenty Four Lakh Fifty Thousand Only)	Rs 4,50,000/- (Rupees Twenty Lakh only)	D-172
52	28/6/21/4	Daisy M. Lobo	Received by Daisy M. Lobo on 28/6/21/4	Flat No. 1703 in Building No. 6 on 17 <sup>th</sup> floor measuring 540 square feet carpet area	Rs. 30,00,000/- (Rupees Thirty Lakh only is paid))	Rs 20,00,000/- (Rupees Twenty Nine Lakh only)	D-164
53	29/6/21/4	Aloysius F. S.	Received by Aloysius F. S. on 29/6/21/4	Flat No. 1701 in Building No. 5 on 17 <sup>th</sup> floor measuring 540 square	Rs 39,00,000/- (Rupees Thirty Nine Lakh only)	Rs 19,00,000/- (Rupees Twenty Nine Lakh only)	D-165





58.	27th June, 2008	Flat No.1804 in building no.4 addressing 585 square feet saleable plus one car parking	Rs.50,00,000/- (Rupees Fifty Lakh only)	Rs.43,00,000/- (Rupees Forty Three Lakh only)	Rs.7,00,000/- (Rupees Seven Lakh only)	Not mentioned in Summons (L) No.128 of 2013 In Suit No.262 of 2012 in the Bombay High Court	Not a party to our C.P.
59.	27th June, 2008	Flat No.1802 in building no.4 addressing 585 square feet saleable plus one car parking	Rs.50,00,000/- (Rupees Fifty Lakh only)	Rs.43,00,000/- (Rupees Forty Three Lakh only)	Rs.7,00,000/- (Rupees Seven Lakh only)	Not mentioned in Summons (L) No.128 of 2013 In Suit No.262 of 2012 in the Bombay High Court	Not a party to our C.P.
60. 93.02.14	Today's Infrastructure and Construction Co.	14th March, 2008	Flat No.104 on 1st Floor in building no.1 addressing 540 square feet carpet	Rs.35,00,000/- (Rupees Thirty Five Lakh only)	Rs.35,00,000/- (Rupees Thirty Five Lakh only)	Chamber Summons (L) No.128 of 2013 In Suit No.262 of 2012 in the Bombay High Court	[Note:- this Chamber Summons is not admitted yet]



Not a party to our CC

Not mentioned in the Bombay Valdhan's Affidavit

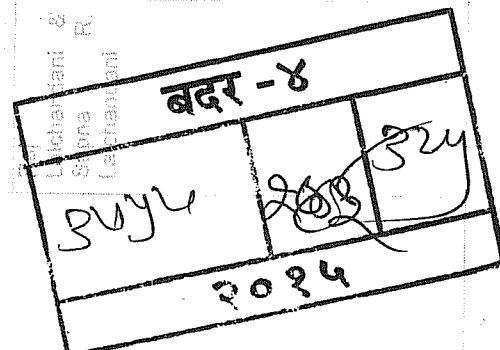
Not of 2013 in the Sui No.565

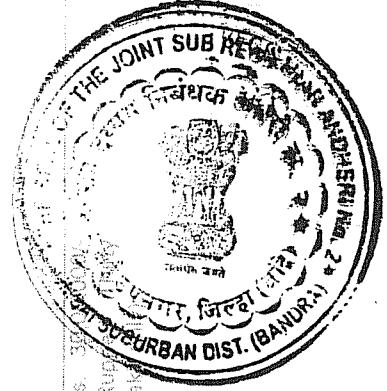
Sui No.565 of 2013 in the Sui No.565

Not mentioned in the Bombay Valdhan's Affidavit

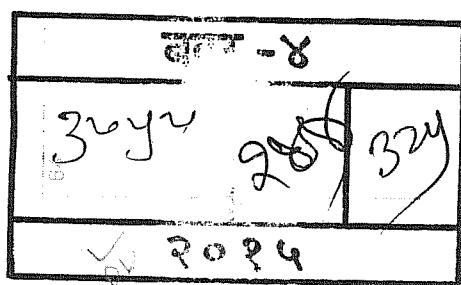
20/15 in Sun  
No. 282 of  
2012 in  
Bombay High  
Court. We  
Note:

24 <sup>th</sup> April 2010	Flat No.403 on 4 <sup>th</sup> Floor in building no 1 addressing no. 540	Rs.26,00,000/- (Rupees Twenty Six Lakh Only)	Rs.12,50,000/- (Rupees Twelve Lakh Five Thousand Only)	Suit (L) No. 1074 of 2013 in High Court and Vaidens Andavat Chatterjee Surmans	Not mentioned in Affidavit	2-156
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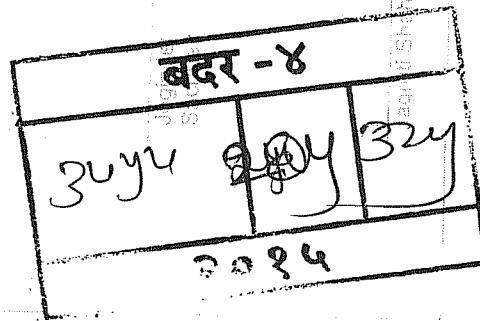


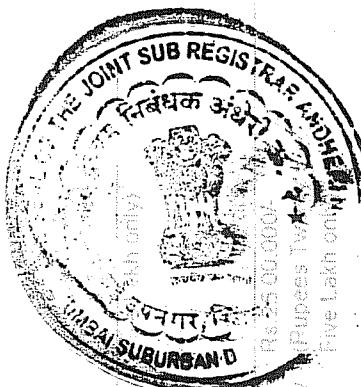
Sureet Singh Sam & Kamal Kaur Saini Panjraon	30 <sup>th</sup> October, 2007	Flat Number: 404 in Building No. 1 on the 6 <sup>th</sup> floor Lakh only)	Rs. 30,00,000/- (Rupees Thirty Lakh only)	[Note]: These details are admissions taken from Valuers Affidavit. We have not been furnished with any details/documents with the objection letter]	Self (L) 4 No 1082 of 2013 in the Bombay High Court. [Note: we have not been served with these proceedings]
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85	Ramesh Sachdev	20 <sup>th</sup> June, 2008	Flat No. 1802 on 18 <sup>th</sup> floor in building no 7 admeasuring 685 square feet saleable	Rs.58,00,000/- (Rupees Fifty Eight Lakh only)	Chamber Summons No 497 of 2013 in Suit No 262 of 2012 in Bombay High Court
86	Premad Ahuja	20 <sup>th</sup> June, 2008	Flat No. 1701 on 17 <sup>th</sup> floor in building no 7 admeasuring 685 square feet saleable	Rs.50,00,000/- (Rupees Fifty Lakh only)	Chamber Summons No 498 of 2013 in Suit No 262 of 2012 in Bombay High Court
87	Niru Bhatia Rajendra Chandar Bhatia	20 <sup>th</sup> June, 2008	Flat No. 903 on 9 <sup>th</sup> floor in building no 1 admeasuring	Rs.55,00,000/- (Rupees Fifty Nine Lakh only)	Chamber Summons No 499 of 2013 in Suit No 263 of 2012 in Bombay High Court

60	885	square feet saleable	Flat No.801 on 6th floor in building no.1 admeasuring 885 square feet saleable	Rs.59,00,000/- (Rupees Fifty Nine Lakh only)	Rs.59,00,000/- (Rupees Fifty Nine Lakh only)	Chamber No.4 Surman No.52 of 2013 in Sub No.262 of 2012 in Bandra High Court	D-47	2012 Bandra High Court
60	885	square feet saleable	Flat No.603 on 6th floor in building no.4 admeasuring 885 square feet saleable	Rs.36,00,000/- (Rupees Thirty Six Lakh only)	Rs.36,00,000/- (Rupees Thirty Six Lakh only)	Chamber No.4 Surman No.604 of 2013 in Sub No.262 of 2012 in Bandra High Court	D-48	2012 Bandra High Court
60	885	square feet saleable	Flat No.1002 in Building No.1 on the Two Lakh only 16th floor admeasuring 885 square feet saleable	Rs. 42,00,000/- (Rupees Thirty Six Lakh only)	Rs. 36,00,000/- (Rupees Thirty Six Lakh only)	Chamber No.4 Surman No.62 of 2013 in Sub No.262 of 2012 in Bandra High Court	D-24	2012 Bandra High Court
60	885	square feet saleable	Flat No.1003 in Building No.7 on the Eight Lakh only 16th floor admeasuring 885 square feet saleable	Rs. 42,00,000/- (Rupees Forty Eight Lakh only)	Rs. 36,00,000/- (Rupees Forty Eight Lakh only)	Chamber No.4 Surman No.53 of 2013 in Sub No.262 of 2012 in Bandra High Court	D-47	2012 Bandra High Court
60	885	square feet saleable	Flat No.1008 Building No.8 on the Twenty Floor admeasuring 885 square feet saleable	Rs.25,00,000/- (Rupees Twenty Five Lakh only)	Rs.25,00,000/- (Rupees Twenty Five Lakh only)	Chamber No.4 Surman No.779 of 2013 in Sub No.262 of 2012 in Bandra High Court	D-51	2012 Bandra High Court





On the 4<sup>th</sup> floor  
measuring  
540 square  
feet carpet

Flat No 102 in  
Rs 25,00,000/-  
Building No 5  
(Rupees Twenty  
Five Lakh only)  
on the 1<sup>st</sup> floor  
measuring  
540 square  
feet carpet

Flat No 604 in  
Rs 25,00,000/-  
Building No 8  
(Rupees Twenty  
Five Lakh only)  
on the 5<sup>th</sup> floor  
measuring  
540 square  
feet carpet

Flat No 604 in  
Rs 25,00,000/-  
Building No 8  
(Rupees Twenty  
Five Lakh only)  
on the 5<sup>th</sup> floor  
measuring  
540 square  
feet carpet

Flat No 401 in  
Rs 25,00,000/-  
Building No 8  
(Rupees Twenty  
Five Lakh only)  
on the 4<sup>th</sup> floor  
measuring  
540 square  
feet carpet

Flat No 1201  
in Building No 5  
on the 12<sup>th</sup> floor  
measuring  
540 square  
feet carpet

Boyle  
PK  
10/24  
2003

Sangeeta Shanti Vihar  
8, Kasturba  
Mandir  
Measuring  
540 square  
feet carpet

Suit No 71  
of 2013 in  
the Bombay  
High Court  
Affidavit  
[Note] As per  
Vaidehi's  
Affidavit these  
premises  
have been  
allotted to  
Sarosh Nilesh  
Somani

Suit No 609 Not mentioned  
of 2013 in  
the Bombay  
High Court  
Affidavit  
[Note] As per  
Vaidehi's  
Affidavit these  
premises  
have been  
allotted to  
Sarosh Nilesh  
Somani

Suit No 355 Not mentioned  
of 2013 in  
the Bombay  
High Court  
Affidavit  
[Note] As per  
Vaidehi's  
Affidavit these  
premises  
have been  
allotted to  
Nilesh Dinkar  
Somani

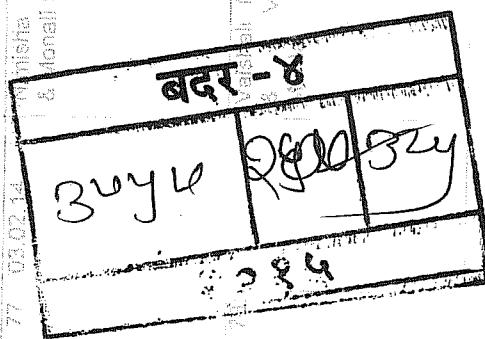
Suit No 355 Not mentioned  
of 2013 in  
the Bombay  
High Court  
Affidavit  
[Note] As per  
Vaidehi's  
Affidavit these  
premises  
have been  
allotted to  
Nilesh Dinkar  
Somani

Suit No 355 Not mentioned  
of 2013 in  
the Bombay  
High Court  
Affidavit  
[Note] As per  
Vaidehi's  
Affidavit these  
premises  
have been  
allotted to  
Nilesh Dinkar  
Somani

Suit No 355 Not mentioned  
of 2013 in  
the Bombay  
High Court  
Affidavit  
[Note] As per  
Vaidehi's  
Affidavit these  
premises  
have been  
allotted to  
Nilesh Dinkar  
Somani

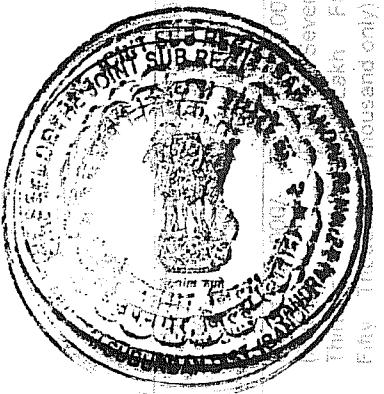
540 square  
feet carpeted

77 03 02 44	Minali Shah	Shah	October 2017	Flat No.202 in Tower No.1 on the 2nd floor	admeasuring 2250 square feet saleable	Rs.50,00,000/- Rupees Fifty Lakh only)	Rs.13,50,000/- Rupees Thirty Lakh only)	Rs.70,50,000/- Rupees Seventy Lakh only)	Suit No.35 of 4 2012 in the Bombay High Court	D-146	Suit No.136 of 2011 in the Bombay High Court	D-86
77 03 02 44	Minali Shah	Shah	October 2017	Flat No.601 in Tower No.1 on the 6th floor	admeasuring 2250 square feet saleable	Rs.50,00,000/- Rupees Fifty Lakh only)	Rs.5,00,000/- Rupees Five Lakh only)	Rs.5,00,000/- Rupees Five Lakh only)	Suit No.35 of 4 2012 in the Bombay High Court	D-146	Suit No.136 of 2011 in the Bombay High Court	D-86
77 03 02 44	Minali Shah	Shah	October 2017	Flat No.601 in Tower No.1 on the 6th floor	admeasuring 2250 square feet saleable	Rs.50,00,000/- Rupees Fifty Lakh only)	Rs.5,00,000/- Rupees Five Lakh only)	Rs.5,00,000/- Rupees Five Lakh only)	Suit No.35 of 4 2012 in the Bombay High Court	D-146	Suit No.136 of 2011 in the Bombay High Court	D-86









वार्षिक - ४	
3646	24034
3024	





中華人民共和國  
全國人民代表大會常務委員會  
關於修改《中華人民共和國憲法》的決議  
（1982年12月4日）

ANSWERING QUESTIONS TO THE SAME SUBJECT AS  
THOSE ASKED IN THE PREVIOUS PARAGRAPH.

Country	Geog.	Demographic	Economic	Political	Social	Technological	Environmental	Geopolitical
China	Large landmass	1.4 billion people	Second largest economy	Communist Party rule	Traditional values	Rapid technological development	Major environmental challenges	Global superpower
United States	Large landmass	330 million people	First largest economy	Two-party system	Individualism	Advanced technology	Natural resource issues	Global influence
Germany	Central Europe	83 million people	Fourth largest economy	Chancellor-led government	Family-oriented	Industrialized	Climate change	European Union member
Japan	Island nation	128 million people	Third largest economy	Monarchy	Collectivism	Advanced technology	Resource scarcity	Asian economic power
United Kingdom	Island nation	67 million people	Sixth largest economy	Parliamentary system	Classical education	Industrialized	Brexit	European Union member
France	Western Europe	67 million people	Fourth largest economy	Constitutional republic	Family-oriented	Advanced technology	Climate change	European Union member
India	Large landmass	1.3 billion people	Second largest economy	民主黨派	Traditional values	Rapid technological development	Major environmental challenges	Global superpower
Brazil	Large landmass	210 million people	Fifth largest economy	民主黨派	Family-oriented	Industrialized	Natural resource issues	Global influence
Russia	Large landmass	145 million people	Second largest economy	Communist Party rule	Traditional values	Rapid technological development	Major environmental challenges	Global superpower
Australia	Large landmass	25 million people	Sixth largest economy	Constitutional monarchy	Individualism	Advanced technology	Resource scarcity	Asian economic power
Australia	Large landmass	25 million people	Sixth largest economy	Constitutional monarchy	Individualism	Advanced technology	Resource scarcity	Asian economic power

28.02.2004	Alka Singh Received by us on 28.02.2004 from Sukhdev Singh and regenerated by us at the cost of the Assurance under No.BDR. 4100-2002	Plastic tool and regenerated no. 100 of size 5x6 feet Serial No.	Rs. - 30,000/- Rupees Thirty Lakh only	Rs. - 30,000/- Rupees Thirty Lakh only
28.02.2004	Alka Singh Received by us on 28.02.2004 from Sukhdev Singh and regenerated by us at the cost of the Assurance under No.BDR. 4100-2002	Plastic tool and regenerated no. 100 of size 5x6 feet Serial No.	Rs. - 30,000/- Rupees Thirty Lakh only	Rs. - 30,000/- Rupees Thirty Lakh only

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Year	Population	Rate
1900	100	100
1910	110	90.9
1920	120	83.3
1930	130	76.9
1940	140	71.4
1950	150	66.7
1960	160	62.5
1970	170	58.8
1980	180	55.6
1990	190	52.2
2000	200	50.0

BRUNSWICK, 1900. — The author has been asked to furnish a copy of his paper on "The History of the Slave Trade in the United States," which he has written for the "American Anti-Slavery Society." It will be sent to you by express.

संकार - ४	
3456	✓ PK 2000 824
2024	



Assuredes  
under Serial No.  
802-15-8555-  
2007  
300 November  
2007 and on the 3rd  
registered at the floor  
office of the building no. 1  
Subscriptions of Wang  
preserves  
under Serial No.  
802-15-8555-  
2007



No. 14  
Received  
on 01  
Nov 2007  
by us  
Parat  
Chapman  
Austin  
Bafford  
30 November  
2007  
and on the  
3rd floor  
registered at the  
office of the  
Sub-Registrar of  
Vetting  
Assurances  
under Serial No.  
BDR-158695-  
2007

1324

2012  
Note: there  
was also a  
suit bearing  
No. 1310 of  
2011 filed in  
the City Civil  
Court,  
Dindoshi  
against  
Vaidehi in  
which vide  
an Order  
dated 18  
January,  
2012 Vaidehi

of the said  
possession  
pleased  
accuse and  
on behalf of  
alleged  
was inter-  
2012 April

BDE 15-6550  
2007  
flat carpet

was also a suit bearing No. 1310 of 2011 filed in the City Civil Court, Dindoshi against Vaideli in which vide an Order dated 18<sup>th</sup> January,

2012 Vaideli was, inter alia, directed to hand over vacant and peaceful possession of the said flats]

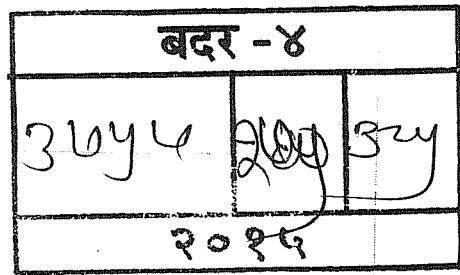
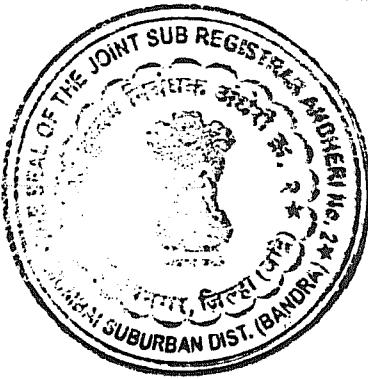
11 28.01.14 Rejat Kumar & Vinod Kumar  
(received by us on 31.01.14)

Flat No.1701 in building No.7

[Note:- as per Vaideli's Affidavit, Rajat Kumar & Vinod Kumar have been allotted flat no. 1704  
vice allotment letter dated 25<sup>th</sup> March, 2008]

Not specified

D-46



D-63

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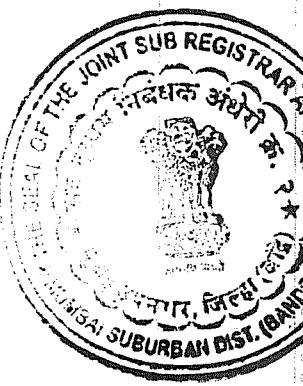
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20.	01.02.14	Jayantilal received by us on (03.02.14)	14 <sup>th</sup> October, 2008 registered at the office of the Sub-Registrar of Assurances under Serial No. BDR-15-9112. 2006	Flat No 1702 on the 17 <sup>th</sup> floor in the building no 6 Sub-Registrar of Assurances under Serial No. BDR-15-9112. 2006	Rs 40,00,000/- (Rupees Forty Lakh only) Lakhs only)	Rs 30,00,000/- (Rupees Thirty Lakh only)	Rs 10,00,000/- (Rupees Ten Lakh only)	S.C. No 580 of 2011 in City Court at District Court Chamber Summons No 1345 of 2013 in Civil No 262 of 2012 in Bombay High Court	D-432
21.	01.02.14	Shivnath Chaudhary by us on (03.02.14)	20 <sup>th</sup> October, 2008 registered at the office of the Sub-Registrar of Assurances under Serial No. BDR-15-9200. 2006	Flat No 101 on the 1 <sup>st</sup> floor in the building no 1 Sub-Registrar of Assurances under Serial No. BDR-15-9200. 2006	Rs 40,00,000/- (Rupees Forty Lakh only)	Rs 5,00,000/- (Rupees Five Lakh only)	Rs 35,00,000/- (Rupees Thirty Five Lakh only)	S.C. No 581 of 2011 in City Court at District Court Chamber Summons No 1346 of 2013 in Civil No 262 of 2012 in Bombay High Court	D-435
22.	01.02.14	Swarnim Goswami by us on (03.02.14)	10 <sup>th</sup> September, 2008 registered at the office of the Sub-Registrar of Assurances under Serial No. BDR-15-7384. 2008	Flat No 1701 and on the 17 <sup>th</sup> floor in the building no 5 Sub-Registrar of Assurances under Serial No. BDR-15-7384. 2008	Rs 40,00,000/- (Rupees Forty Lakh only)	Rs 40,00,000/- (Rupees Forty Lakh only)	Rs 43,50,000/- (Rupees Forty Three Lakh only)	S.C. No 582 of 2011 in City Court at District Court Chamber Summons No 1347 of 2013 in Civil No 263 of 2012 in Bombay High Court	D-424
23.	01.02.14	Shreya Sethi by us on (03.02.14)	28 <sup>th</sup> August, 2008 registered at the office of the Sub-Registrar of Assurances under Serial No. BDR-15-7384. 2008	Flat No 1704 and on the 17 <sup>th</sup> floor in the building no 2 Sub-Registrar of Assurances under Serial No. BDR-15-7384. 2008	Rs 40,00,000/- (Rupees Forty Eight only)	Rs 43,50,000/- (Rupees Forty Five Lakh only)	Rs 43,50,000/- (Rupees Forty Five Lakh only)	S.C. No 583 of 2011 in City Court at District Court Chamber Summons No 1348 of 2013 in Civil No 264 of 2012 in Bombay High Court	D-425



24.	01.02.14	Swarnim Goswami by us on (03.02.14)	10 <sup>th</sup> September, 2008 registered at the office of the Sub-Registrar of Assurances under Serial No. BDR-15-7384. 2008	Flat No 1701 and on the 17 <sup>th</sup> floor in the building no 5 Sub-Registrar of Assurances under Serial No. BDR-15-7384. 2008	Rs 40,00,000/- (Rupees Forty Lakh only)	Rs 43,50,000/- (Rupees Forty Three Lakh only)	Rs 43,50,000/- (Rupees Forty Five Lakh only)	S.C. No 582 of 2011 in City Court at District Court Chamber Summons No 1347 of 2013 in Civil No 263 of 2012 in Bombay High Court	D-424
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25) 6732/14  
August 2008  
Serial No. 1616,  
BOP, 1616,  
2008  
Awards  
540 square  
feet carpet

26) 6732/14  
August 2008  
Serial No. 1733  
BOP, 1733  
registered under  
Serial No. 808  
15-74179 of 2008  
measuring  
540 square  
feet carpet

27) 6732/14  
September 2008  
and registered under  
Serial No. BOP, 1616  
15-8352 of 2008  
measuring  
540 square  
feet carpet

28) 6732/14  
September 2008  
and registered under  
Serial No. BOP, 1616  
15-7733 of 2008  
measuring  
540 square  
feet carpet

29) 6732/14  
September 2008  
and registered under  
Serial No. BOP, 1616  
15-7733 of 2008  
measuring  
540 square  
feet carpet

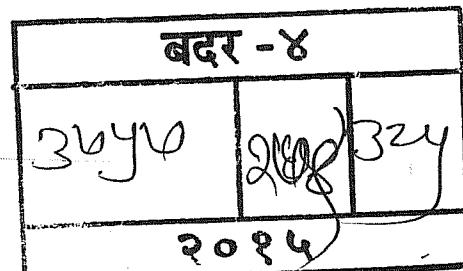
30) 6732/14  
September 2008  
and registered under  
Serial No. BOP, 1616  
15-7733 of 2008  
measuring  
540 square  
feet carpet

Buy  
Buy

26  
Buy

26	Serial No. 2008 15-7784 of 2008 registered under Serial No. BDR 15-7785 of 2008 addressing 540 square feet carpet	September 2008 registered under Serial No. BDR 15-7785 of 2008 and in Building No. 1 on 2 <sup>nd</sup> floor flat no. 201 addressing 540 square feet carpet	Rs 47,00,000/- (Rupees Forty Seven Lakh only) Rs 42,00,000/- (Rupees Forty Lakh only)	Rs 5,00,000/- (Rupees Five Lakh only)
27	Serial No. 2009 15-08861 of 2009 registered under Serial No. BDR 15-08862 of 2009 addressing 540 square feet carpet	January 2009 registered under Serial No. BDR 15-08861 of 2009 and in Building No. 1 on 1 <sup>st</sup> floor flat no. 1604 addressing 540 square feet carpet	Rs 47,00,000/- (Rupees Forty Seven Lakh only) Rs 42,00,000/- (Rupees Forty Lakh only)	Rs 6,00,000/- (Rupees Five Lakh only)
28	Serial No. 2009 15-08859 of 2009 registered under Serial No. BDR 15-08860 of 2009 addressing 540 square feet carpet	January 2009 registered under Serial No. BDR 15-08860 of 2009 and in Building No. 1 on 1 <sup>st</sup> floor flat no. 1602 addressing 540 square feet carpet	Rs 47,00,000/- (Rupees Forty Seven Lakh only) Rs 42,00,000/- (Rupees Forty Lakh only)	Rs 5,00,000/- (Rupees Five Lakh only)
29	Serial No. 2009 15-08859 of 2009 registered under Serial No. BDR 15-08861 of 2009 addressing 540 square feet carpet	January 2009 registered under Serial No. BDR 15-08861 of 2009 and in Building No. 1 on 1 <sup>st</sup> floor flat no. 1603 addressing 540 square feet carpet	Rs 47,00,000/- (Rupees Forty Seven Lakh only) Rs 42,00,000/- (Rupees Forty Lakh only)	Rs 5,00,000/- (Rupees Five Lakh only)
30	Serial No. 2009 15-08859 of 2009 registered under Serial No. BDR 15-08862 of 2009 addressing 540 square feet carpet	January 2009 registered under Serial No. BDR 15-08862 of 2009 and in Building No. 1 on 1 <sup>st</sup> floor flat no. 1601 addressing 540 square feet carpet	Rs 47,00,000/- (Rupees Forty Seven Lakh only) Rs 42,00,000/- (Rupees Forty Lakh only)	Rs 5,00,000/- (Rupees Five Lakh only)

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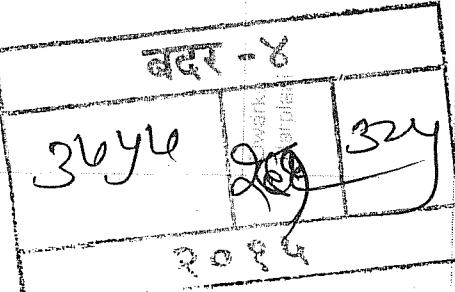
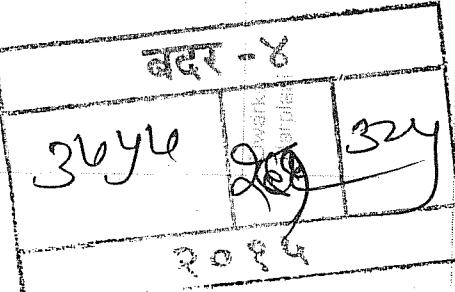
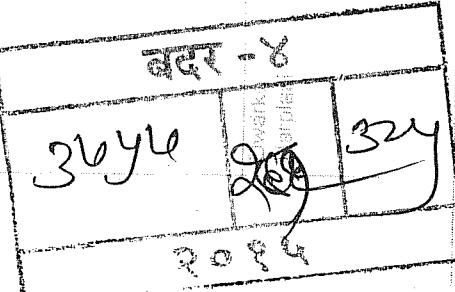
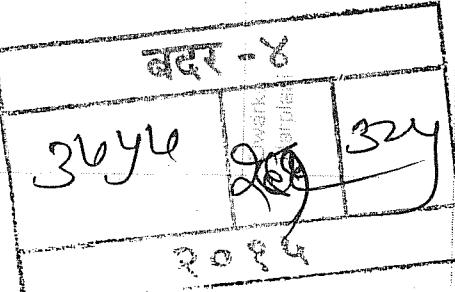
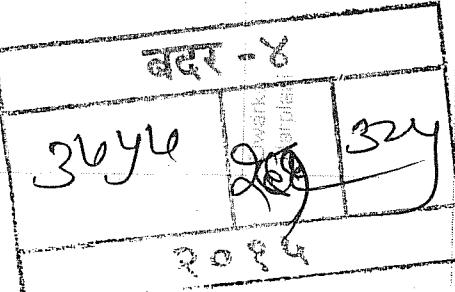
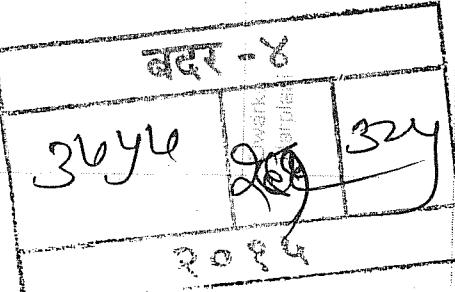
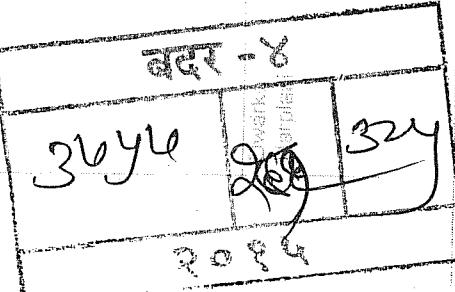
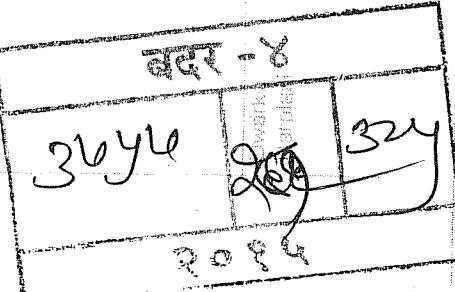
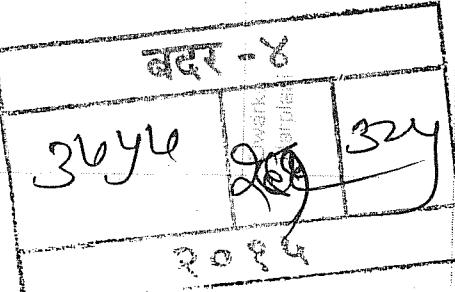
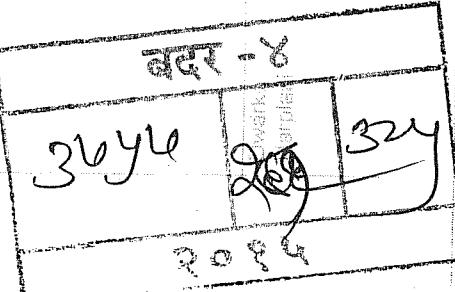
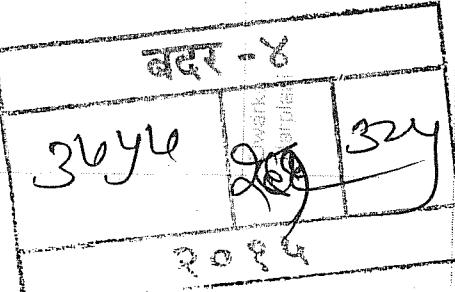
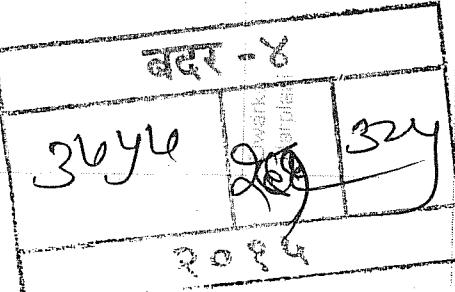
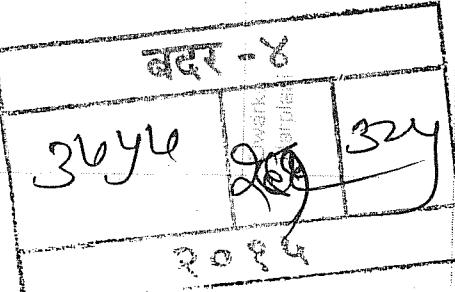
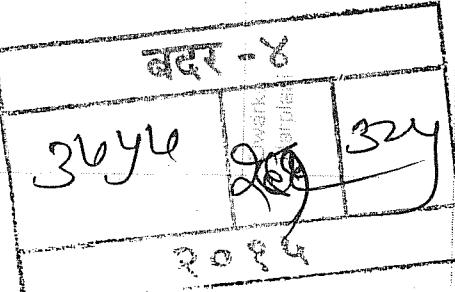
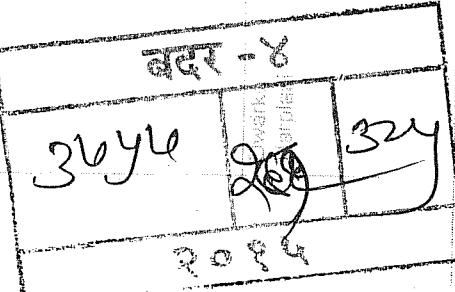
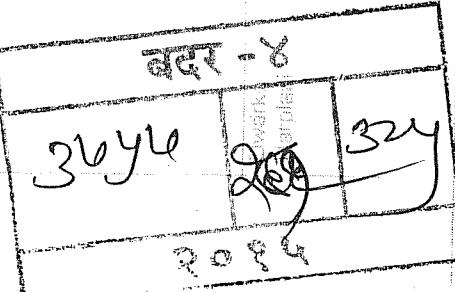
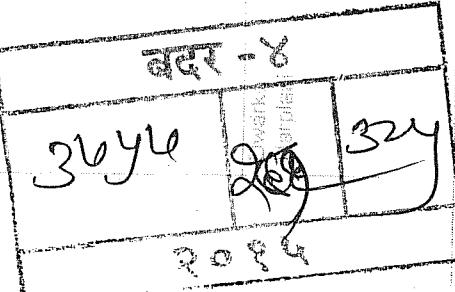
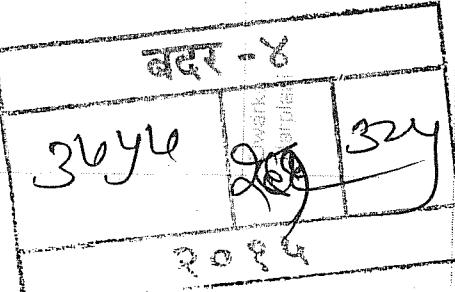
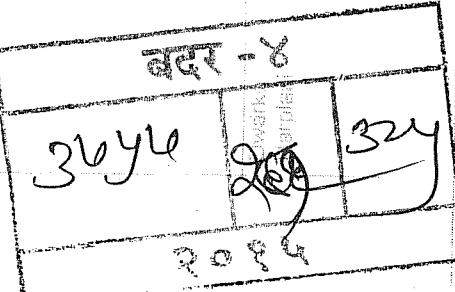
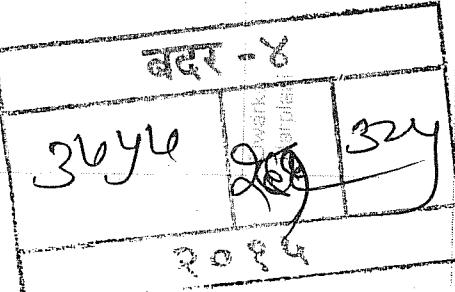
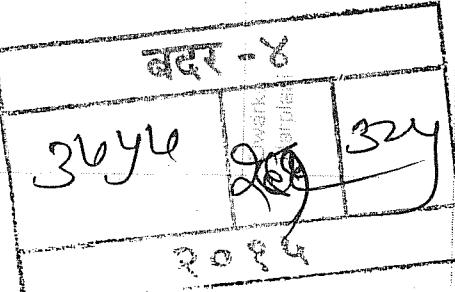
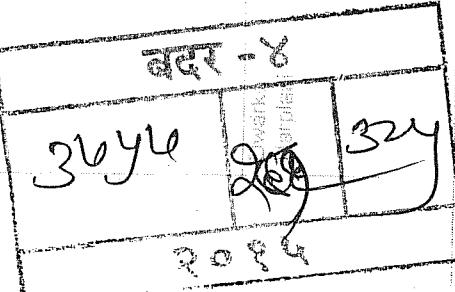
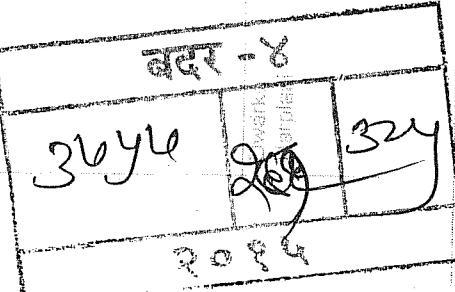
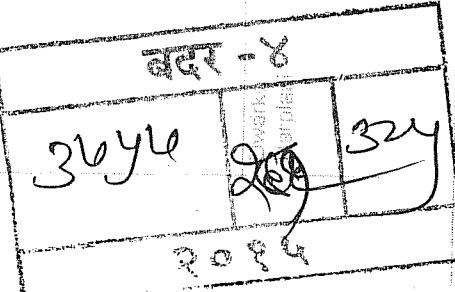
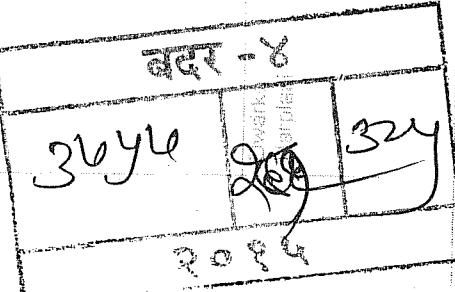
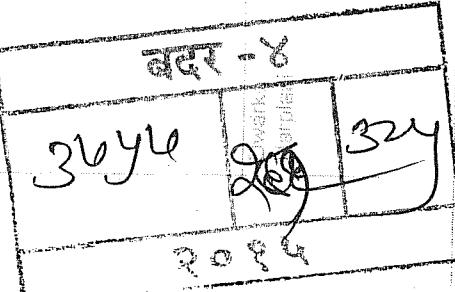
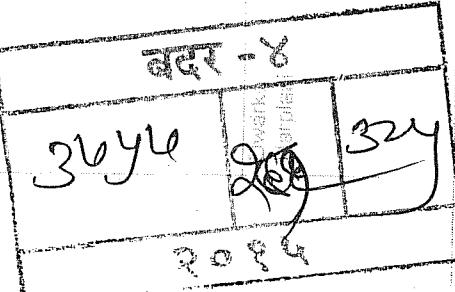
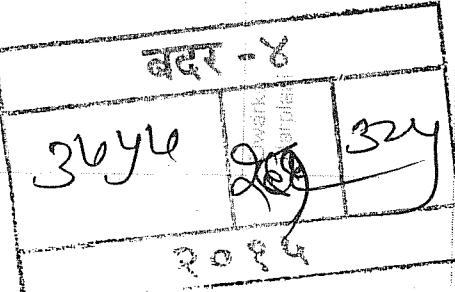
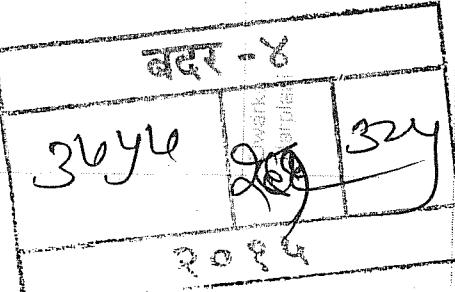
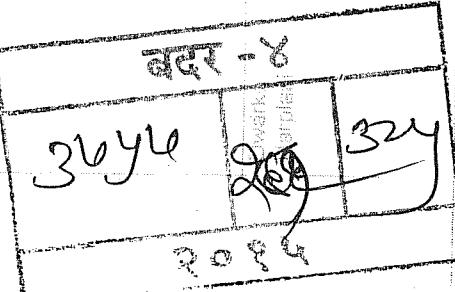
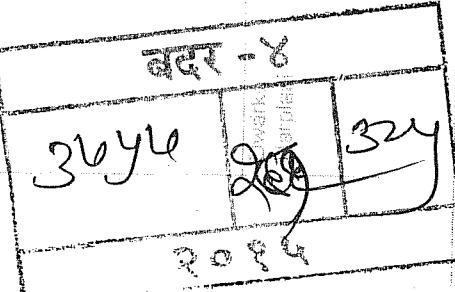
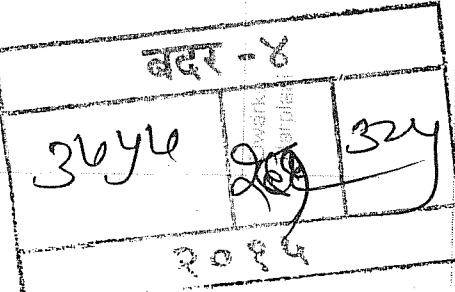
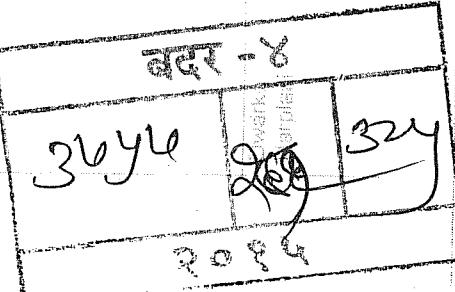
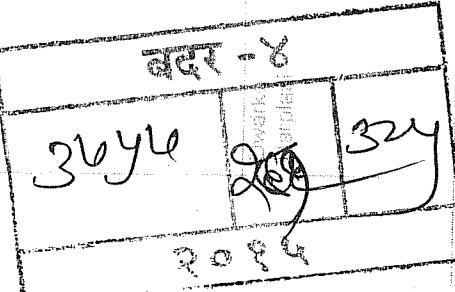
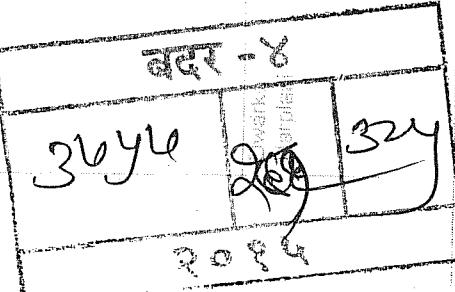
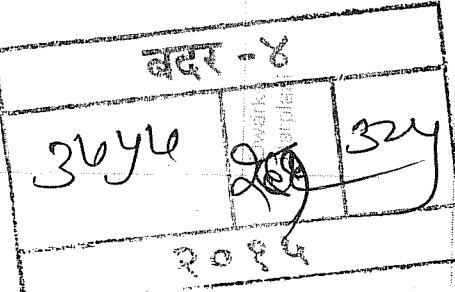
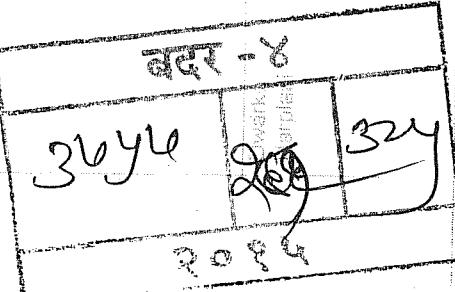
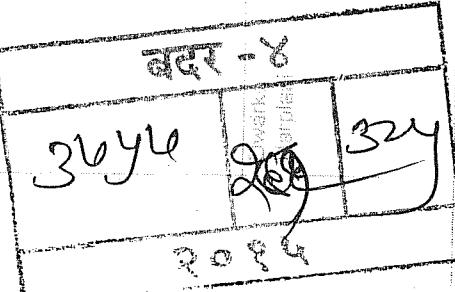
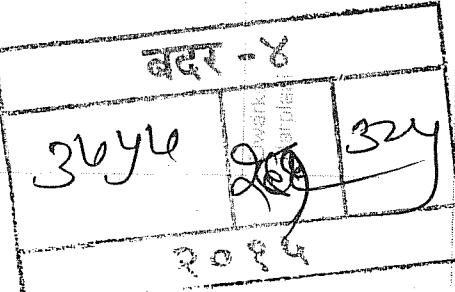
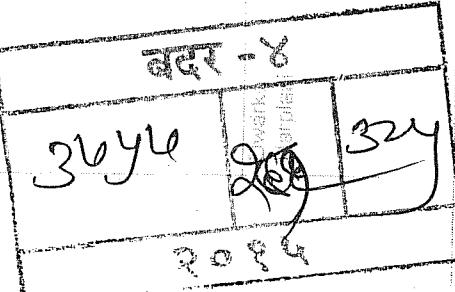
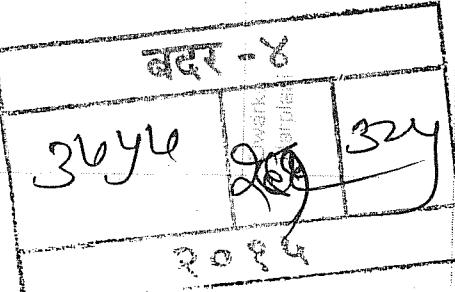
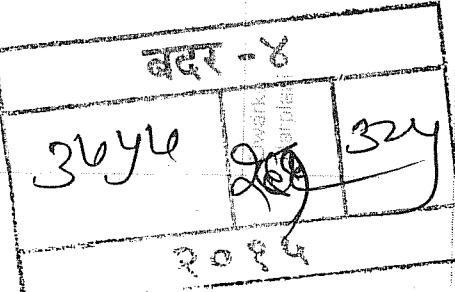
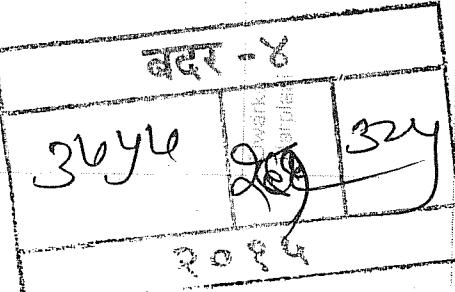
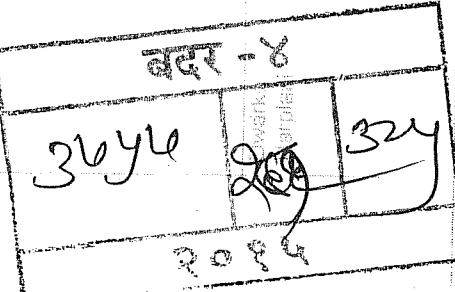
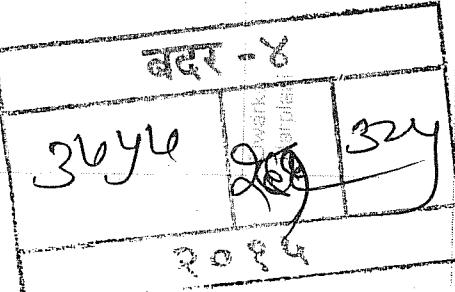
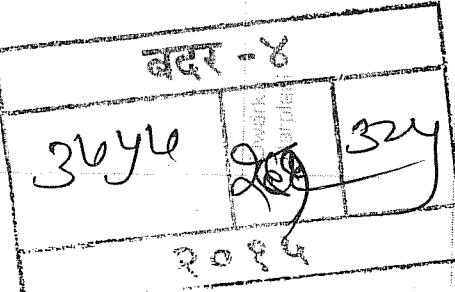
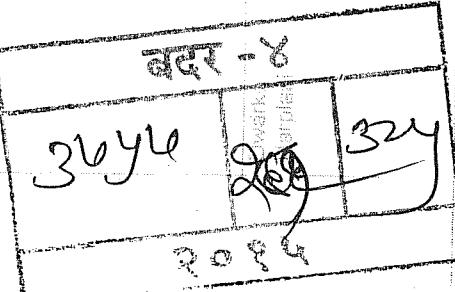
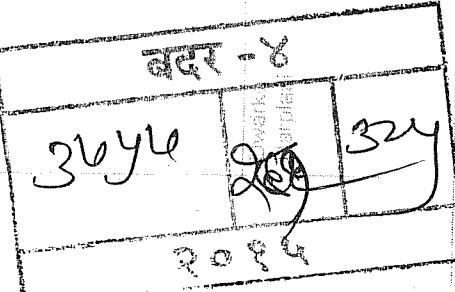
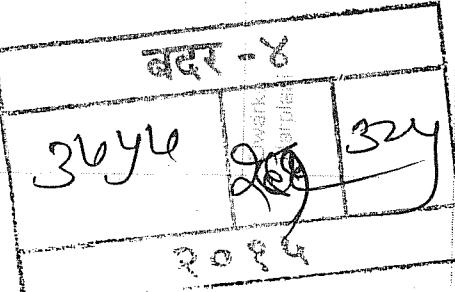
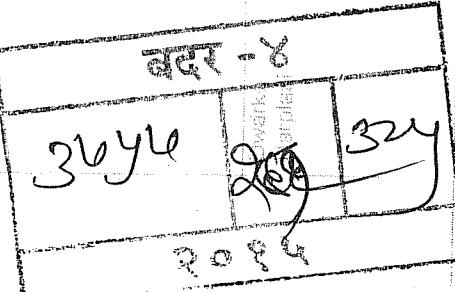
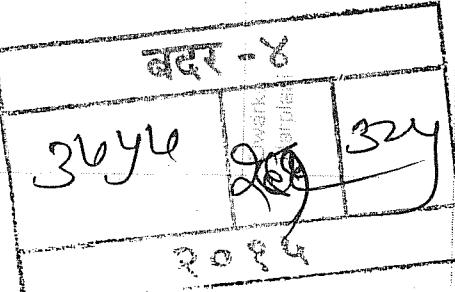
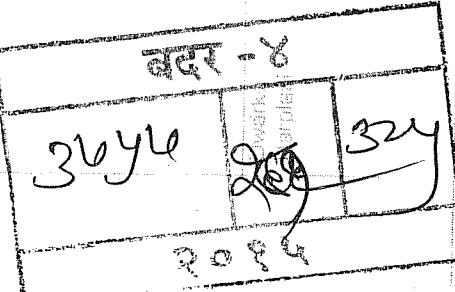
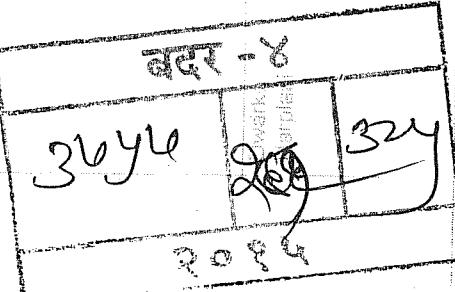
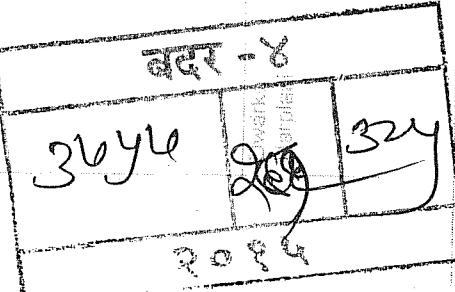
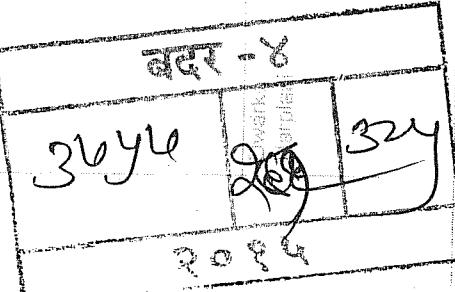
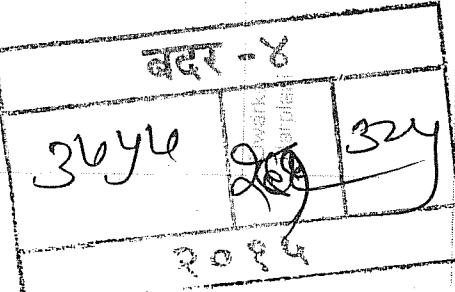
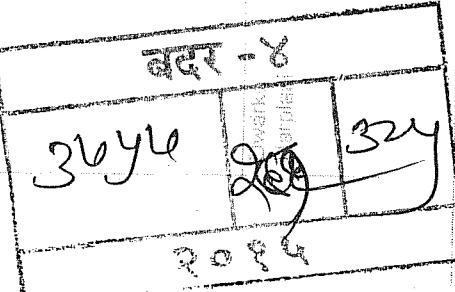
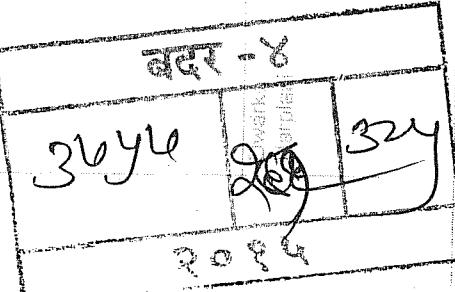
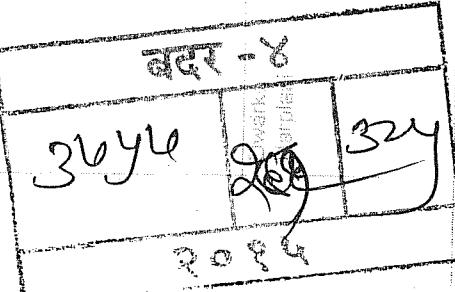
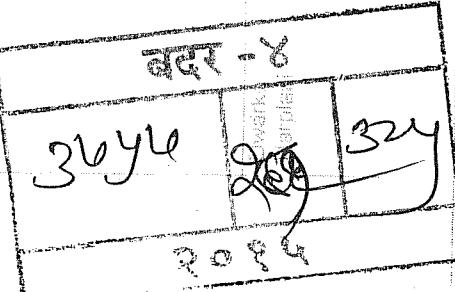
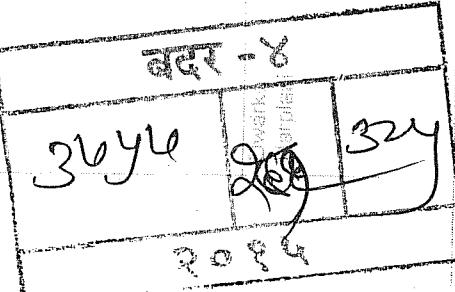
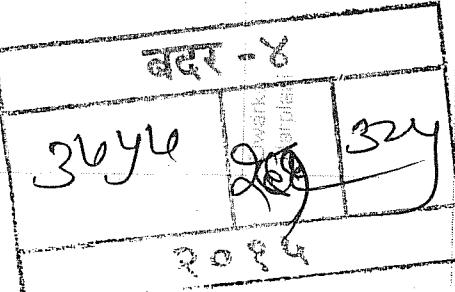
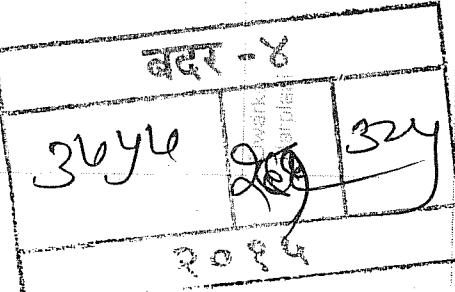
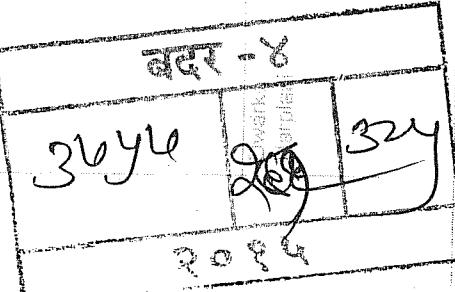
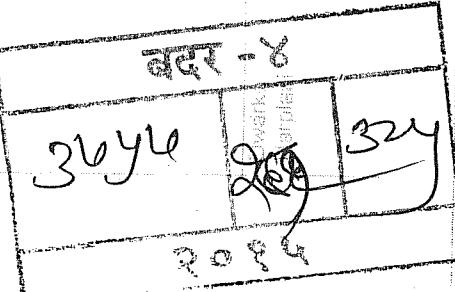
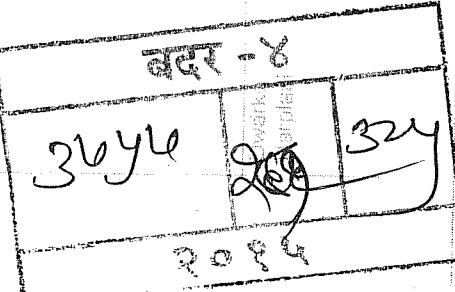
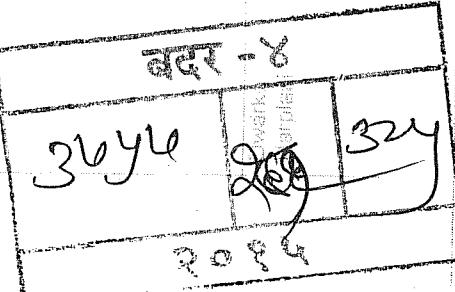
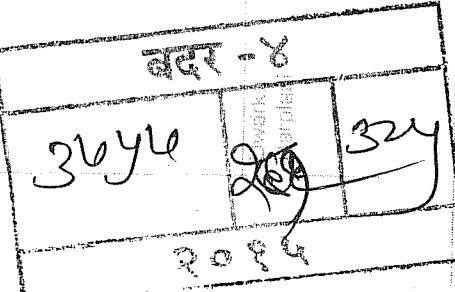
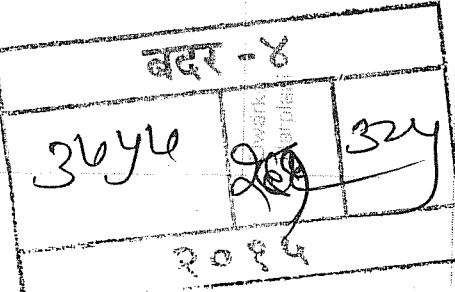
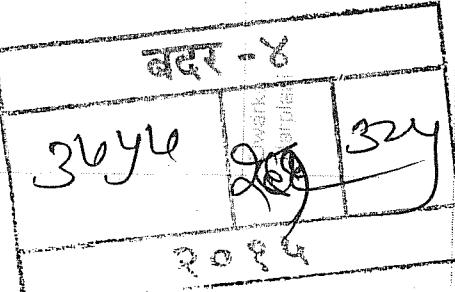
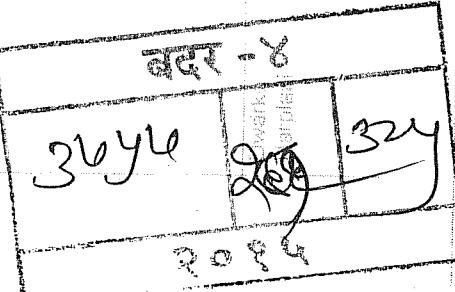
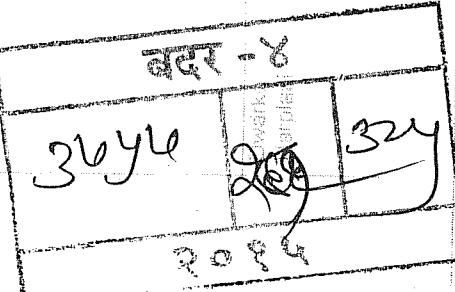
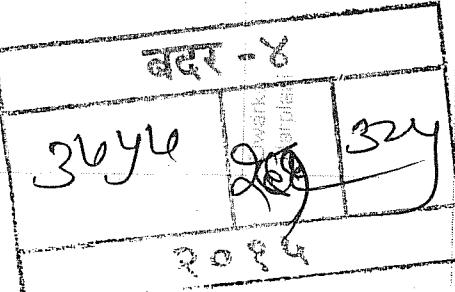
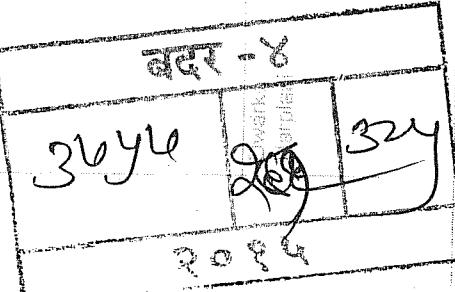
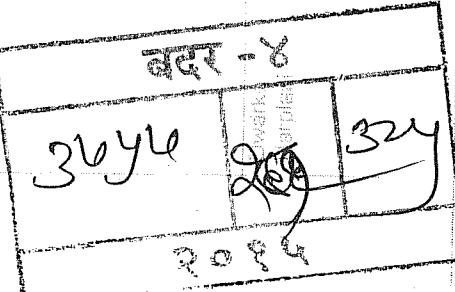
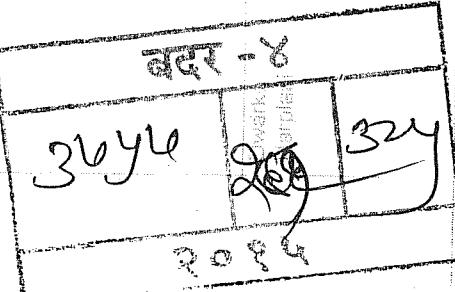
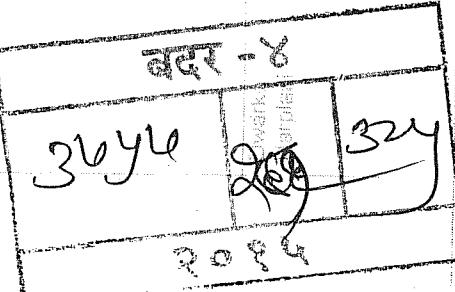
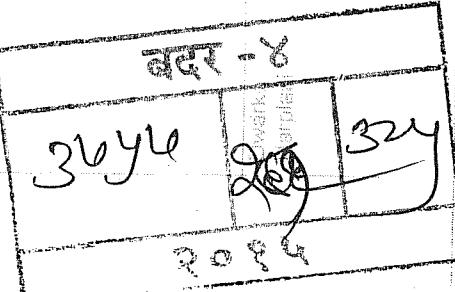
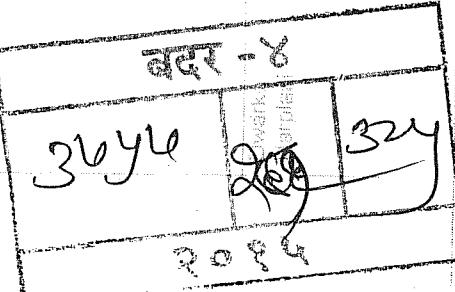
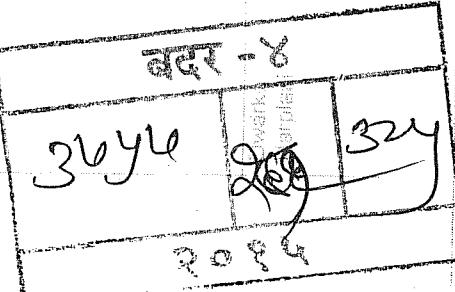
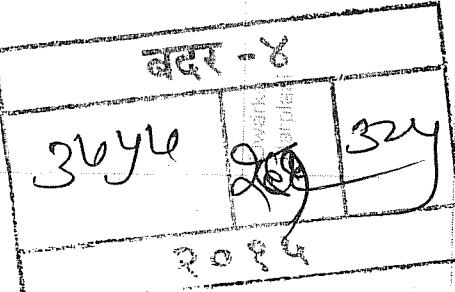
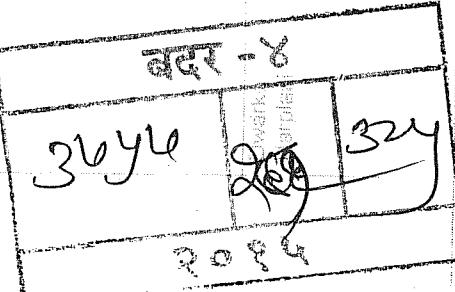
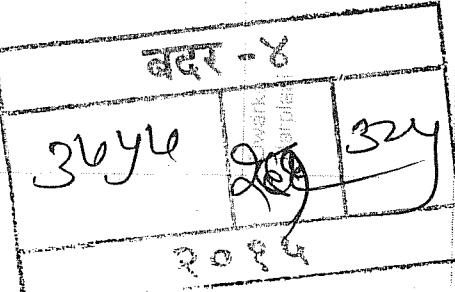
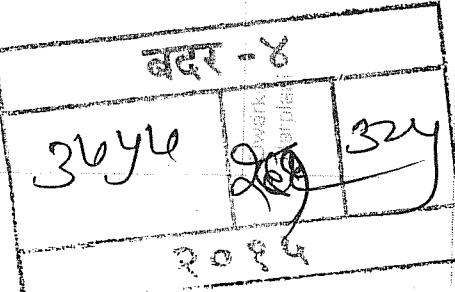
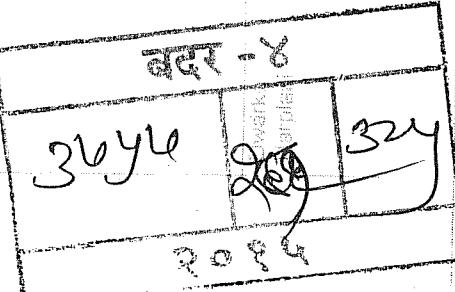
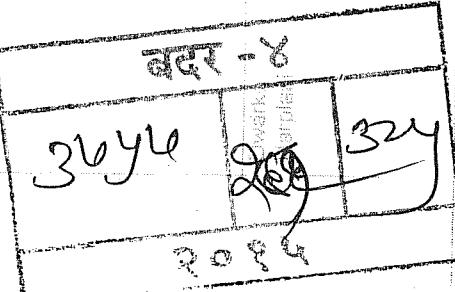
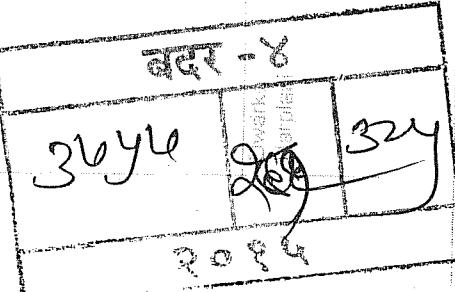
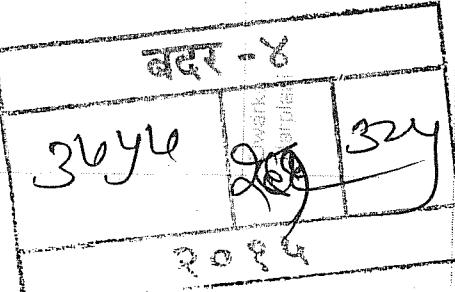
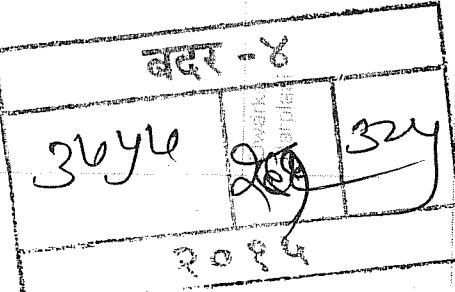
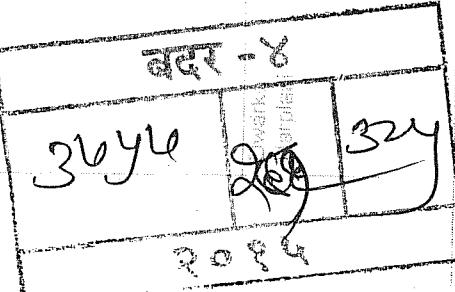
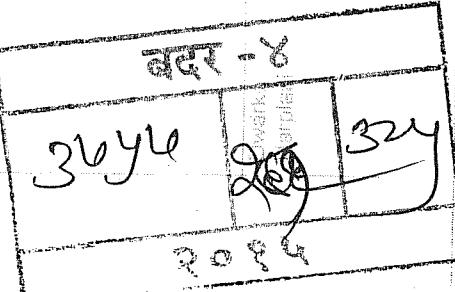
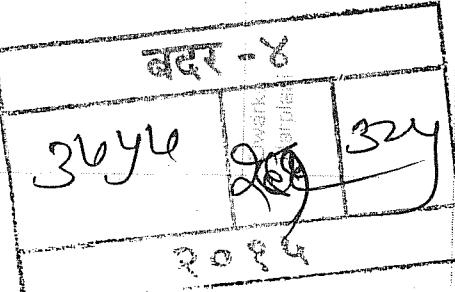
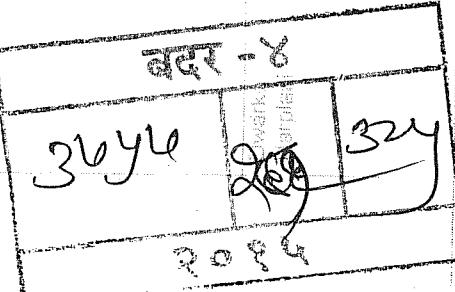
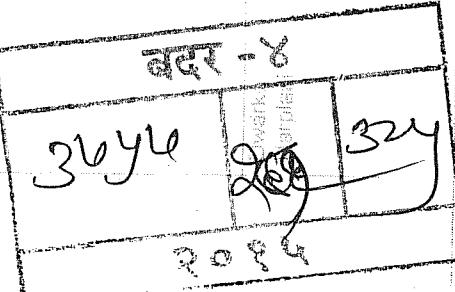
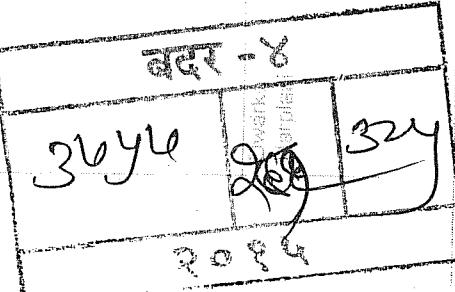
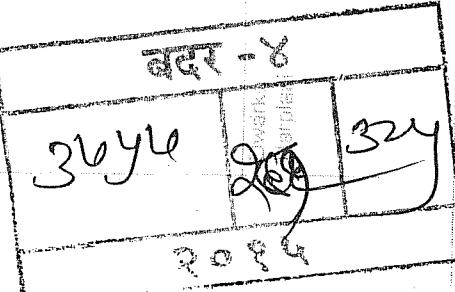
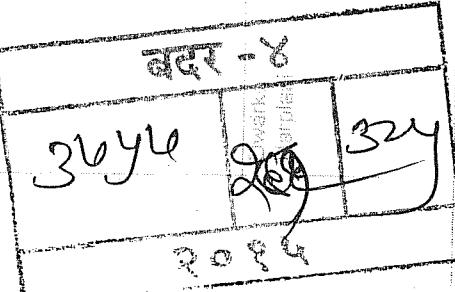
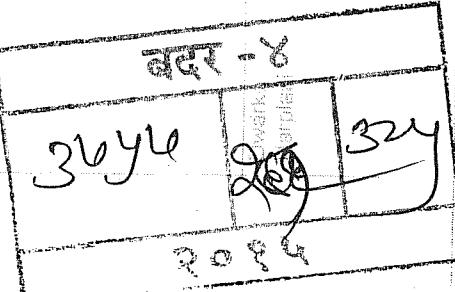
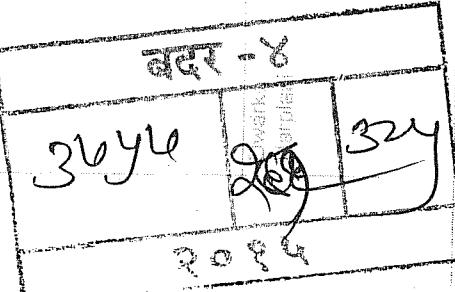
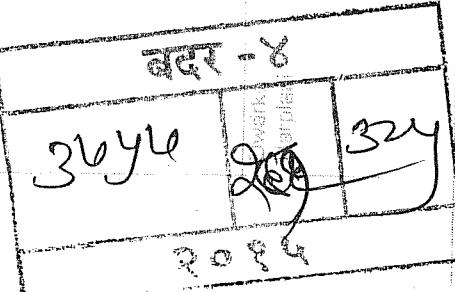
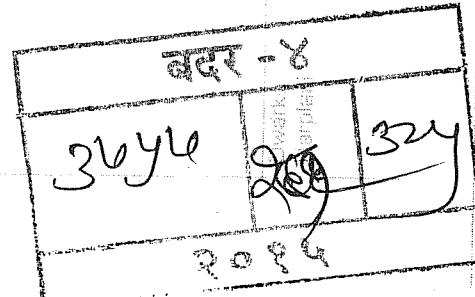
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Shrikar Bachera Seems Bachera	Shrikar Bachera Seems Bachera	8, and registered on 1st Floor under Serial No. in Building BDR-12157 of no. 1 2009	Rs. 59,50,000/- Rupees Fifty Five Lakh Fifty Thousand only) Thousand only)	Rs. 59,50,000/- Rupees Fifty Five Lakh Fifty Thousand only) Thousand only)

Shrikar Bachera Seems Bachera	Shrikar Bachera Seems Bachera	8, and registered on 1st Floor under Serial No. in Building BDR-12157 of no. 1 2009	Rs. 59,50,000/- Rupees Fifty Five Lakh Fifty Thousand only) Thousand only)	Rs. 59,50,000/- Rupees Fifty Five Lakh Fifty Thousand only) Thousand only)





310,000,000 : 36,000  
36,000,000 : 36,000

Leeds, West Yorkshire, LS1 3ET  
Telephone: 0438 500000 Telex: 660010 LBSL1 ST

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Sr No.	Date of the Letter	Name of the party	Date of the Agreement Letter	Total Consideration paid	Consideration due and payable	Balance Consideration paid	Details of the premises	Particulars of the party	Details as per Exhibit A	Position in the Counter Claim
1	31/07/2014	G.O. Kurnar	16/07/2014	Rs. 100/-	Rs. 100/-	Rs. 0/-	Not mentioned in Valdenis Affidavit	Not mentioned in Valdenis Affidavit	Not mentioned in Valdenis Affidavit	Not a party to our CC

Kanlesh Rath

Prataman  
Singh

Received by  
on  
05.02.2014  
(addressed  
by Sreha S.  
Desai &  
Associates)

6 31.01.2014  
Received by  
us on  
05.02.2014  
(addressed  
by Sreha S.  
Desai &  
Associates)

7 Undated  
Received by  
us on  
05.02.14)  
Address:  
(As  
Vaidehi's  
Address -  
Ghazala  
Mudassir  
Building no.7  
October, 2010)

per Pat no.1803 on  
the 15<sup>th</sup> floor in  
Vaidehi's  
Affidavit  
Rs. 5,00,000/-  
40,00,000/-  
(Rupees Forty  
Five Lakh only))

per Pat no.1803 on  
the 15<sup>th</sup> floor in  
Vaidehi's  
Affidavit  
Rs. 35,00,000/-  
Five (Rupees  
Forty Lakh only))

8 03.02.14  
Handwritten  
Signature:  
3442

per  
Vaidehi's  
Affidavit  
Rs. 35,00,000/-  
Five (Rupees  
Forty Lakh only))

per  
Vaidehi's  
Affidavit  
Rs. 35,00,000/-  
Five (Rupees  
Forty Lakh only))

9 03.02.14  
Handwritten  
Signature:  
263  
321

10 03.02.14  
Handwritten  
Signature:  
263  
321

11 03.02.14  
Handwritten  
Signature:  
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Note:- The  
date



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said  
proceeding  
does  
not  
pertain  
to  
our property  
the same  
matter has  
been served

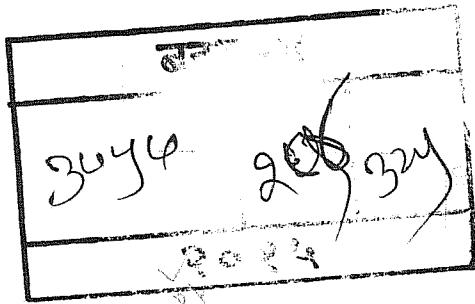
Crown  
Ashraya  
Mort  
Properties  
Landed

Suit No 2330  
of 2011 and  
Suit No 4372  
of 2011 filed  
in the  
Sundarbazar High  
Court

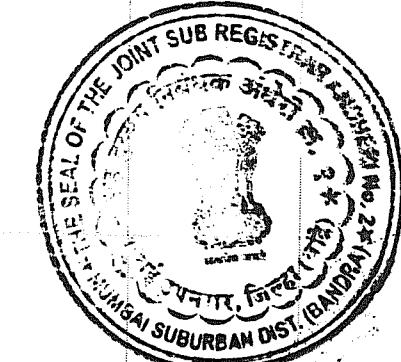
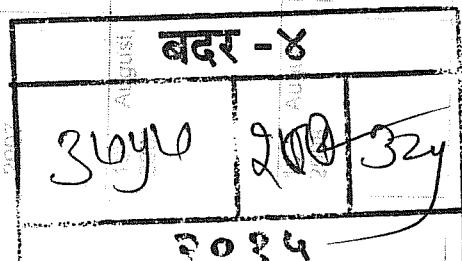
Motet  
whether  
the two  
proceedings  
have been  
served upon  
us nor do  
the same  
pertain  
to  
our property

Not  
mentioned in  
party to  
Validation  
Affidavit  
Vadehi's

Plat No 1604 on  
Bambaria  
Bazar in  
District No 4  
measuring  
885 square feet

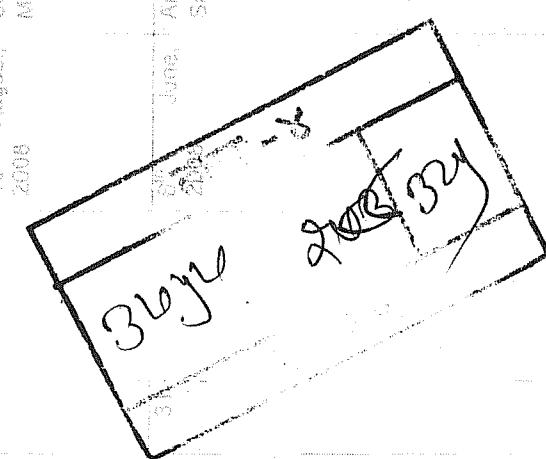


23	15 May 2008	Chandra Vedani	Flat No.103 on 1st floor building no 1 admeasuring 885 square feet	Not mentioned in Vaidehi's Affidavit	Not a party to our CC	Affidavit	
24	15 March 2007	Lalita Makwani	Leela Makwani admeasuring 850 square feet	Not mentioned in Vaidehi's Affidavit	Not a party to our CC	Affidavit	
25	6 April 2008	L.T. Makwani	Leela Makwani admeasuring 1400 square feet	Not mentioned in Vaidehi's Affidavit	Not a party to our CC	Affidavit	
26	8 April 2008	L.T. Makwani	Leela Makwani admeasuring 1400 square feet	Not mentioned in Vaidehi's Affidavit	Not a party to our CC	Affidavit	
27	15 May 2008	Leela Makwani	Leela Makwani admeasuring 850 square feet	Not mentioned in Vaidehi's Affidavit	Not a party to our CC	Affidavit	
28	15 August 2008	Flat No.1604 on 16th floor building no.5 admeasuring 885 square feet	Not mentioned in Vaidehi's Affidavit	Not a party to our CC	Affidavit		
29	15 August 2008	Flat No.1603 on 16th floor building no.5 admeasuring 885 square feet	Not mentioned in Vaidehi's Affidavit	Not a party to our CC	Affidavit		



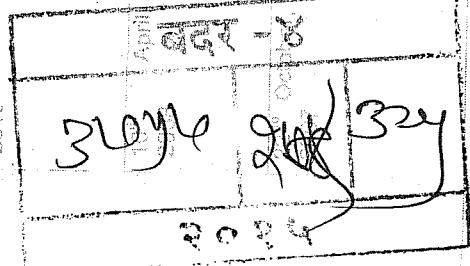


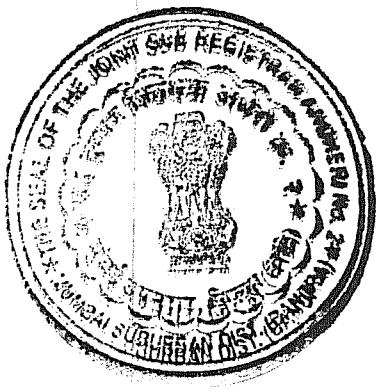
30	August	2008	Sangita Makwana	Flat No 1604 on 1 <sup>st</sup> floor building no 5 measuring 685 square feet	Not mentioned in Vaidhi's Affidavit	Not a party to our CC	0.70	D-93
31	June	2008	Amanpreet Singh Sagoo	Flat No 1601 on 1 <sup>st</sup> floor building no 2 measuring 685 square feet	Not mentioned in Vaidhi's Affidavit	Not a party to our CC	0.70	D-93
1	July	2008	362	Note:- As per Vaidhi's Affidavit these premises have been allotted to Eastern Overseas Corporation	Not mentioned in Vaidhi's Affidavit	Not a party to our CC	0.70	D-93
2	October	2008	Priyanka Farms Private Limited	Flat No 1303 on 1 <sup>st</sup> floor building no 6 measuring 685 square feet	Not mentioned in Vaidhi's Affidavit	Not a party to our CC	0.70	D-93
3	October	2008	2608	Flat No 1604 on 1 <sup>st</sup> floor building no 9 measuring 685 square feet	Not mentioned in Vaidhi's Affidavit	Not a party to our CC	0.70	D-93
4	October	2008	2607	Flat No 1604 on 4 <sup>th</sup> floor building no 9 measuring 685 square feet	Not mentioned in Vaidhi's Affidavit	Not a party to our CC	0.70	D-93
5	December	2008	363	Flat No 1604 on 1 <sup>st</sup> floor building no 9 measuring 685 square feet	Not mentioned in Vaidhi's Affidavit	Not a party to our CC	0.70	D-93



64

35.	22 <sup>nd</sup> August, 2006	Bahuchari Training	Sushant S. Arya	Flat No.103 on 4 <sup>th</sup> floor Tower-I admeasuring 1800 square feet	Not mentioned in Valdchit's Affidavit	D-83
36.	13 <sup>th</sup> February, 2008	Sushant S. Arya	Flat No.403 on 4 <sup>th</sup> floor	admeasuring 885 square feet	Not mentioned in Vardeshi's Affidavit	D-50
37.	20 <sup>th</sup> February, 2008	Sushant S. Arya	Flat No.404 on 4 <sup>th</sup> floor	admeasuring 885 square feet	Not mentioned in Vardeshi's Affidavit	D-50
38.	25 <sup>th</sup> October, 2010	Muktasir Alesam	Flat No.1003 on 4 <sup>th</sup> floor in building no.7	admeasuring 640 square feet	Not mentioned in Vardeshi's Affidavit	D-50
39.	29 <sup>th</sup> October, 2010	Mohit Ajitmal Chinnawala	Flat No.501 on 5 <sup>th</sup> floor	admeasuring 540 square feet	Not mentioned in Vardeshi's Affidavit	D-50
40.	29 <sup>th</sup> October, 2010	More Anand Gupta	Flat No.506 on 5 <sup>th</sup> floor	admeasuring 1800 square feet	Not mentioned in Vardeshi's Affidavit	D-50





2000-2001		2001-2002		2002-2003		2003-2004	
Year	Month	Year	Month	Year	Month	Year	Month
2000	July	2001	July	2002	July	2003	July
2000	Aug	2001	Aug	2002	Aug	2003	Aug
2000	Sep	2001	Sep	2002	Sep	2003	Sep
2000	Oct	2001	Oct	2002	Oct	2003	Oct
2000	Nov	2001	Nov	2002	Nov	2003	Nov
2000	Dec	2001	Dec	2002	Dec	2003	Dec
2000	Jan	2001	Jan	2002	Jan	2003	Jan
2000	Feb	2001	Feb	2002	Feb	2003	Feb
2000	Mar	2001	Mar	2002	Mar	2003	Mar
2000	Apr	2001	Apr	2002	Apr	2003	Apr
2000	May	2001	May	2002	May	2003	May
2000	Jun	2001	Jun	2002	Jun	2003	Jun
2000	Jul	2001	Jul	2002	Jul	2003	Jul

Photo: No year  
Vanderbilt  
Archives

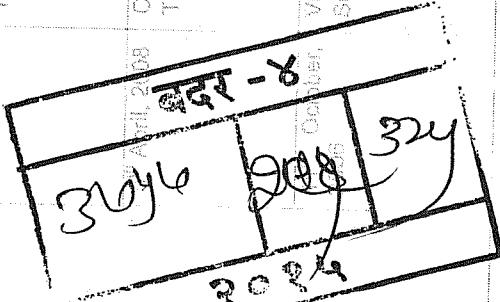
Per the 10 Oct 1999  
FBI Lab report, the  
DNA evidence found  
in the victim's body  
was consistent with  
the DNA evidence found  
in the victim's clothing.  
The DNA evidence found  
in the victim's clothing  
was consistent with the  
DNA evidence found in  
the victim's body.

卷之三

Consumers have not mentioned mentioned No. 332 of Valdehisi 2011 in the Afidavit State Polun

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45	10 <sup>th</sup> March, 2007	Mohd. Abbas, Shop No. 43, 4 <sup>th</sup> floor, Kharje Shikar Road, Kharghar, Navi Mumbai.	Flat No. 2301, 4 <sup>th</sup> floor, Kharje Shikar Road, Kharghar, Navi Mumbai.	Flat No. 2302, 3 <sup>rd</sup> floor, Kharje Shikar Road, Kharghar, Navi Mumbai.	Flat No. 2303, 3 <sup>rd</sup> floor, Kharje Shikar Road, Kharghar, Navi Mumbai.	Not mentioned in Vadehi's Affidavit.	D-22
46	22 <sup>nd</sup> February, 2008	Kalak Medicare (Pvt) Ltd.	Flat No. 303 on 3 <sup>rd</sup> floor in building no. 1 admeasuring 865 square feet each.	Flat No. 303 on 3 <sup>rd</sup> floor in building no. 1 admeasuring 865 square feet each.	Flat No. 303 on 3 <sup>rd</sup> floor in building no. 1 admeasuring 865 square feet each.	Not mentioned in Vadehi's Affidavit.	D-22
47	5 <sup>th</sup> April, 2008	Chirag Private	Flat No. 1704 on 17 <sup>th</sup> floor in building no. 1 admeasuring 865 square feet	Flat No. 1704 on 17 <sup>th</sup> floor in building no. 1 admeasuring 865 square feet	Flat No. 1703 on 17 <sup>th</sup> floor in building no. 1 admeasuring 865 square feet	Not mentioned in Vadehi's Affidavit.	D-22
48	4 <sup>th</sup> October, 2008	Vijay J. Asher & Sons Pvt. Ltd.	Flat No. 505 on 5 <sup>th</sup> floor in Tower I admeasuring 1490 square feet	Flat No. 505 on 5 <sup>th</sup> floor in Tower I admeasuring 1490 square feet	Flat No. 505 on 5 <sup>th</sup> floor in Tower I admeasuring 1490 square feet	Not mentioned in Vadehi's Affidavit.	D-22



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SCHLESINGER AND HORNIG

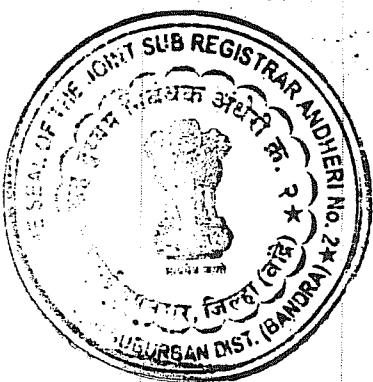
THE JOURNAL OF CLIMATE

July 1962  
Vol. 1 No. 1  
Editorial Staff  
Editor: G. R. D. Williams  
Associate Editor: J. C. H. Williams  
Art Editor: G. R. D. Williams  
Design: G. R. D. Williams

DOUGLAS  
JANUARY 1945  
THE PEGGY'S POINT ROCK

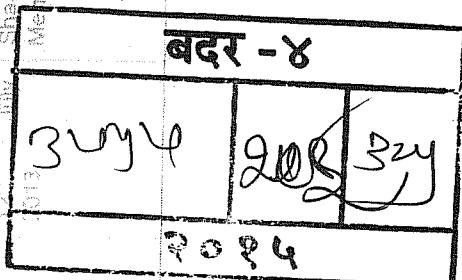
1940-1941  
SUB  
URSA

A circular library stamp from the University of Michigan Library, Ann Arbor, MI. The outer ring contains the text "UNIVERSITY OF MICHIGAN LIBRARIES" and "ANN ARBOR, MI". The center of the stamp contains the date "APR 1947".



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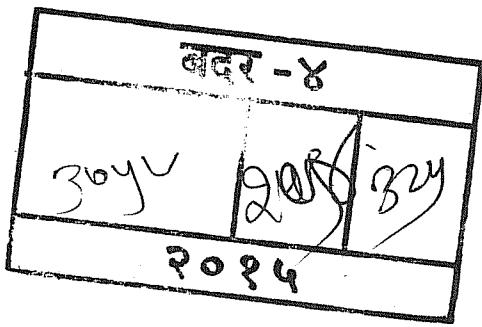
56	3 <sup>rd</sup> October 2007	Harkishan Virmal	S.	Flat No. 1604 on 1 <sup>st</sup> floor in building no 9 addressing 885 square feet	Not a party to our CC
57	1 <sup>st</sup> September 2007	Harkishan Virmal	S.	Flat No. 1703 on 17 <sup>th</sup> floor in building no 5 addressing 885 square feet	Not a party to our CC
58	10 <sup>th</sup> September 2009	Harkishan Virmal	S.	Flat No. 1704 on 17 <sup>th</sup> floor in building no 5 addressing 885 square feet	Not a party to our CC
59	11 <sup>th</sup> September 2009	Shantil Menon Patel	S.	Flat No. 1404 on 14 <sup>th</sup> floor addressing 1100 square feet	Not a party to our CC
60					Not a party to our CC



## Stamp

- 3.1.10 Type of document  
Assignment Letters Pre-Judgment Development Agreement 15  
2. Agreements Pre-Possession Development Agreement 16  
3. Assignment Post-Rufertee Development Agreement 32  
4. Assignment Post-Rufertee Development Agreement 32  
5. Objections with non/Incomplete details 61  
6. Total 346

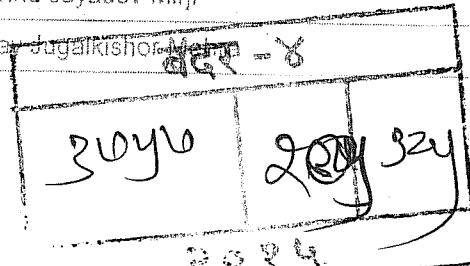
V.P.L.



WADIA GHANDY & CO.

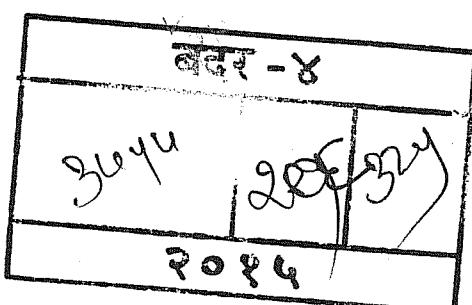
Annexure "C"

SR. NO.	BUILDING NO.	FLAT NO.	NAME OF THE MEMBER AS PER DEV. AGREEMENT
1	2	1	Ashish Vijay Raut
2	2	2	Urbano James Pereira
3	2	3	Rueben S. Baker
4	2	4	Meena Laxmandas Panigrahi
5	2	6	Manish Ashok Bagayatka
6	2	7	Lalji Ramchandra Patwa
7	2	8	a Jitendra Mulchand Gada b Ragini Virendra Mehta
8	2	9	Kishor Jeeva Rajput
9	2	10	Jolly Subhash Banerjee
10	2	11	Taravati B. Patwa
11	2	13	Vasant Shantilal Chandarana
12	2	14	a. Maya Machhindranath Kerkar b. Samir Machhindranath Kerkar
13	2	15	Sarita N. Sharma
14	2	16	a. Sharada Sharad Patil b. Shradha Sharad Patil
15	2	17	Sapana Ajay Arora
16	2	18	Ultam Shankar Bhosale
17	2	19	Ramchandra Narayan Pillai
18	2	20	Tej Deepak Divekar
19	2	21	a. Seema Naveenkumar Jain b. Naveenkumar Sudharam Jain
20	2	22	Yogesh Shridhar Bhogte
21	2	23	Maleka Begum Shaikh Mohammed Usman
22	2	24	a. Vaishali Suresh Joshi b. Suresh Chhotalal Joshi
23	2	25	Arvind Jayadev Mirji
24	2	26	Vijay Jagalkishor - 8



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25	2	27		Vijay Raghunath Biwalkar
26	2	29		Latifa Hasan Mukri
27	2	30	a	Ajay Mohanlal Saraf
			b	Mohanlal Hariprasad Saraf
28	2	31		Habiba Abdul Rehman Tailor
29	2	32		Harvadan Pandurang Bari
30	2	33		Satishchandra P. Molasi
31	2	34		Rekha Damodar Mohite
32	2	35		Dineshchandra C. Nathwani
33	2	36		Madhukar Ganesh Angane
34	2	37		Shyam Sundar Ramchandra Verma
			38	Zahida Gulam Ali Syed
35	2	39		Abdul Gaffar Yusuf Kazi
			40	Pratima Sanjay Biswas
36	2	41		Ashok Gopaldas Dua
			42	Javed Abdul Gafoor Chabukswar
37	2	43		Jitesh Banwari Bhargar
			44	Pramod Mathuradas Bhatia
38	2	45		Seema K. Shah
39	2	46		Stalin Siman Parmar
40	2	47		Sudha Natwarlal Darji
41	2	48		Sharad Raj
42	2	49		Devkaran Kumar Chugh
43	2	50		Vijay Harishchandra Bari
44	2	51		Kiran Kiritkumar Vora
45	2	52		Babubhai J. Damania
46	2	53		Subhashbhaji B. Damania
			54	Janaben B. Damania
47	2	55	a	Kirit Bachhubhai Mistry
			b	Shirish Bachhubhai Mistry
48	2	56		Chimanlal Virchand Parmar
49	2	57		Suresh Suman Raut
50	2	58		Usha Shashikant Rawade



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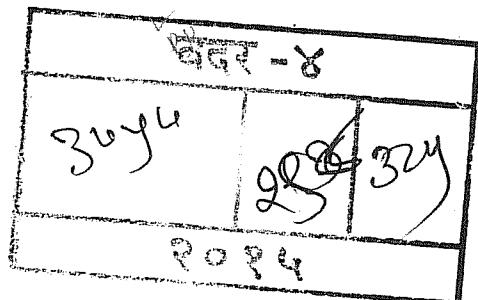
55	2	59		Kiran Sunil Kapoor
56	2	60		Bhagyalaxmi Neelakantan
57	3	61	a	Manoj Rammohan Garg
			b	Manish Rammohan Garg
58	3	62		Sushma Vijay Phadnis
59	3	65		Hemant Kumar Aswani
60	3	66		Girish Dinkar Kurane
61	3	67		Ramesh Natwarlal Mehta
62	3	68		Droupadi Arjun Bagwe
63	3	69		Yashwant Ganpat Birwadkar
64	3	70		Sunita Madhu Bharti
65	3	72		Kanaya Aildas Fatnani
66	3	73		Narendra Munilal Singh
67	3	74		Sudha Banwarilal Asthana
68	3	75		Hariram Mohan Shetty
69	3	76	a	Anil N. Ladiwala
			b	Sangeeta A. Ladiwala
70	3	77		Mukund Nair
71	3	78		Ketan G. Shah
72	3	79	a	Komal surendar Bhagat
			b	Suresh Thakurdas Rohra
73	3	80		Naresh Kalra
74	3	81	a	Jitendra Dhanji Barmani
			b	Asmita Jitendra Bharmani
75	3	82		Prabha Rao
76	3	83		Saroj Balbir Wadhawan
77	3	84	a	Ashwinkumar Ramnandlal Joshi 824
			b	Sumitra Ashwinkumar Joshi
78	3	86		Chhaganlal B. Unimar
79	3	87		Minakshi C. Dhoniwal
80	3	88	a	Jayshree Jayant Jadhav
			b	Vaibhav Jayant Jadhav
81	3	89		Ramesh Devraj Gohil



824-8  
824-324  
824-324

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82	3	90	Gourishankar L. Amde
83	3	91	Ghanshyam Singh Verma
84	3	92	Bhavana Rajesh Asrani
85	3	93	Dharini Prabhakar Devadiga
86	3	95	Rayeesa S. Farooqi
87	3	96	Prabhakar Yellappa Devadiga
88	3	97	Sardar Bano N. Nadaf
89	3	99	Afiya N. Nadaf
90	3	100	Prabhakar Govind Thakur
91	3	101	Rajeshwari P. Tiwari
92	3	102	Luis Diago Pires
93	3	103	Drumak D. Shah
94	3	104	Jayant Upendra Pandya
95	3	105	Bijay Kumar Deb
96	3	106	Anuradha Mangalchand Khivsare
97	3	107	Jamna Somchand Solanki
98	3	108	Pratiksha Ramesh Masurkar
99	3	109	Jerome D'souza
100	3	111	Janardan P. Darkonde
101	3	112	Manoj Devi
102	3	113	Mahavir Prasad Jangid
103	3	114	Sulbha Govind Kashalkar
104	3	115	Ashutosh Shivkumar Sharma
105	3	116	Sunita Ashutosh Sharma
106	3	117	Anil Prabhudas Parmar
107	3	118	Vijay Shantaram Jadhav
108	3	120	a. Rita Bhupendra Shah b. Vinesh Bhupendra Shah
109	4	121	Manju Laxmandas Punjabi
110	4	124	a. Rajesh T. Manubarwala b. Jayant T. Manubarwala c. Hemanti J. Soni
111	4	125	Gulnar Banu Shaikh



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112	4	126	a	Chetana V. Shah
			b	Vijay Shah
113	4	127		Virendra K. Buch
114	4	128		Siddharth Patnaik
115	4	129		Maina Pravin Barot
116	4	131		Damayanti P. Joshi
117	4	132		Pauravi D. Joshi
118	4	133		Makarand Bhosle
119	4	134		Vivek Shantikumar Podar
120	4	135		Neeta Rajendra Dewoolkar
121	4	136		Pramod Narhari Khobarekar
122	4	137		Shashikant Balwantrao Shinde
123	4	138		Sitaram Baliram Sawle
124	4	139		Narendra Raghuvanshi
125	4	141		Suryakant Keshar Dalvi
126	4	142	a.	Narayan Pasari
			b	Seema Pasari
127	4	143	a.	Seema N. Pasari
			b	Narayan Pasari
128	4	144	a	Neeta Tushar Mehta
			b	Tushar Harkishan Mehta
129	4	148		Kamal N. Pugalia
130	4	149	a.	Rashmi C. Sangoi
			b	Chetan J. Sangoi
131	4	150		Rajendra L. Pandit
132	4	151		Veena Ravindra Prasad Agarwal
133	4	152		Dhanaben Batesingh Vasava
134	4	153		Bhushan Kashinath Sarang
135	4	154		Shridhar Kashinath Sarang
136	4	155		Vikas Vishnu Thombre
137	4	156		Jayant Manubhai Ghodsi
138	4	157		Kundanben Chunilal Patel Rathika
139	4	158		Gajanan Devo Sawant



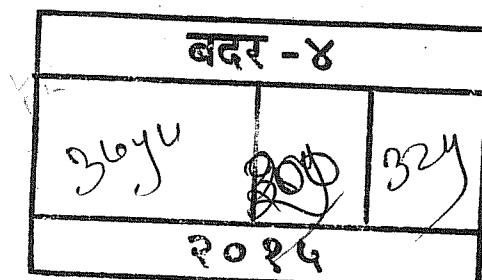
બદર - ૪

30/1/16 28/3/16

PNK

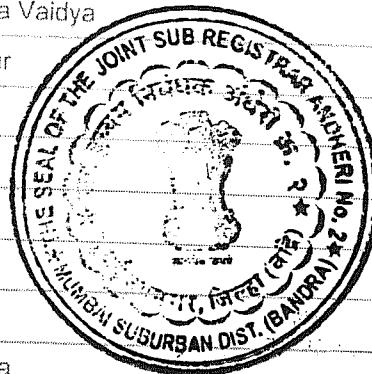
WADIA GHANDY & CO.

140	4	160	Chandrakant Daji Damankar
141	4	164	Renu Dayesh Prabhukhanolkar
142	4	165	Banwan P. Bhargar (HUF)
143	4	166	a. Spoorthy Bhaskar Shetty
			b. Bhaskar Bhoju Shetty
144	4	168	Vijayalaxmi T
145	4	171	Nirmala Subhash Kadam
146	4	172	Kalpana Krishna Patil
147	4	173	Manohar M. Parmar
148	5	181	Ruchita Prabhat Kapoor
			182 Raja Duggal
149	5	184	Babita Manilal Boricha
			188 Sushiladevi Sharma
150	5	189	189 Manohar Harichandra Katakar
			190 Abdul Sattar Abdul Shaikh
151	5	192	192 Chetan A. Kuvadia
			193 Milind Ramesh Shastri
152	5	194	Sumi Madhusudan Roy
153	5	195	a. Vijay B. Shah
			b. Chetana V. Shah
154	5	197	Niranjana Rajesh Vakil
155	5	198	Ajay Kakubhai Parpani
156	5	199	Prakash Vyankatrao Deshmukh
157	6	200	Ramesh Kumar Agarwal (HUF)
158	5	201	Vijaya Surendra Hulswar
159	5	202	Vasudev Magantal Chauhan
160	5	203	a. Rashida Mohmad Abdul Bari
			b. Shaheda Mohmad Abdul Bari
161	5	204	Afsar Mohmad Abdul Bari
162	5	205	Harina G. Shetty
163	5	206	Pawankumar Prahad Sharma
164	5	207	Hanumant Sarjerao Rokade



WADIA GHANDY & CO.

169	5	209	a	Namdev K. Kanolkar
			b	Anandi N. Kanolkar
170	5	210	a	Smita Harishchandra Vaidya
171	5	211	a	Balaram Balu Thakur
172	5	212	a	Anushree A. Sane
173	5	213		Chakradhar Sahu
174	5	214		Hari D. Khirade
175	5	217		Arpana Khanna
176	5	218		Satpal Brijlal Malhotra
177	5	219		Deepak Jethi
178	5	220		Atul Amarsingh Gyani
179	5	221		Tirlok Nath Malik
180	5	222		Gunaji Dattaram Sawant
181	5	223		Manjula Mansukh Shah
182	5	224		Nayana Navinchandra Vyas
183	5	225		Filomena Rodrigues
184	5	227		Priya Haresh Ahuja
185	5	228		Shamala Fateh Singh
186	5	229		Shashikant Raghunath Joshi
187	5	230		Arti Ajit Kundalia
188	5	231		Vishesh Agrawal
189	5	232		Sahadeo Ganpat Sawant
190	5	235		Shankar Bhan
191	5	236		Dwarika Jitin Yadav
192	5	237		Nilima Arvind Jawharkar
193	5	238		Yogesh S. Umap
194	5	239		Vasanti Shyama Shetty
195	5	240		Suman Niranjan Shetty
196	6	242	a	Priya R. Joshi
			b	Rakesh F. Joshi
197	6	243		Jennefer Noruega



बदर - ४	
3646	209324
३६४६	२०९३२४

३६४६ २०९३२४

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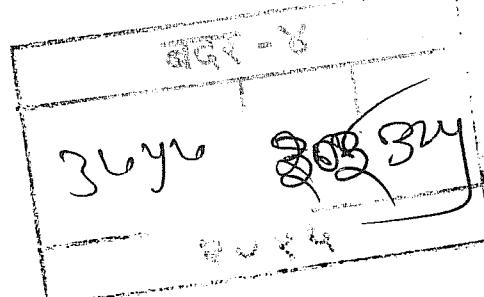
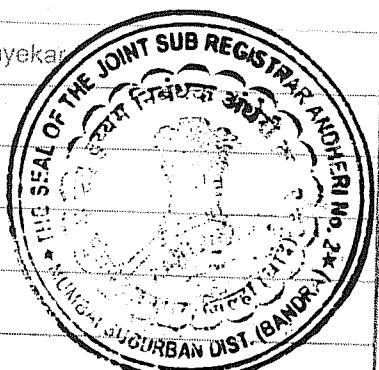
WADIA GHANDY & CO.

198	6	244	Gurpreet Kaur Kohli
199	6	245	Vijay Dinkar Gaonkar
200	6	249	Narendra D. Bharmani
201	6	250	a Nipun K. Vasant b Sudha Kishorchandra Vasant
202	6	251	Gurmeet Kaur
203	6	254	Satish Kantilal Mody
		255	Saira Javed Siddique
		257	a Manish Rammohan Garg b Manoj Rammohan Garg
	6	258	Moinuddin N. Khan
	6	259	Satish Kantilal Mody
	6	260	Deepak Y. Viyulie
209	6	261	Vijaylakshmi R. Agarwal
210	6	262	Kantilal Trikamlal Solanki
211	6	263	Satish Vishnu Thombre
212	6	264	Carmelina Noronha
213	6	265	Shankar Devji Masavkar
214	6	267	Pramod Babaji Phanasgaonkar
215	6	268	Alice Fernandes
216	6	269	Sunil Kumar Shah (HUF)
217	6	270	Vibha Nath
218	6	271	Atmaram Balkrishna Maladkar
219	6	272	Shamji Ananda Patel
220	6	275	Anant Shankar Bait
221	6	276	Ambujkumar Shaligram Singh

बद्र - ४		
३५५०	२०१५	३२३२
२०१५		

WADIA GHANDY & CO.

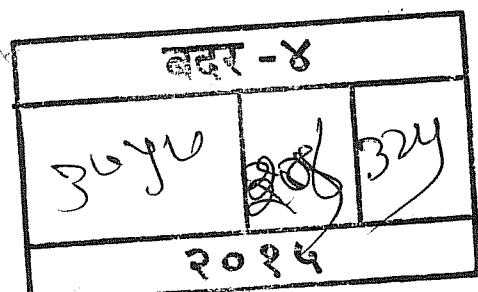
222	6	277	Jaykumar Venkatraman Iyer
223	6	278	Vinod Rajaram Desai
224	6	280	Samuel Vishwas Patole
225	6	281	Laxmibai Vishnu Madar
226	6	283	Pratibha Vishram Mayekar
227	6	284	R. K. Prabhu
228	6	285	Monica I. Sethi
229	6	286	Omkar Pardhi
230	6	287	Tina Lalit Kanani
231	6	288	Ranjit Singh Makkar
232	6	289	Dr. Samidha S. Patil
233	6	290	Annie Anthony
234	6	291	Sahebrao Lotan Chavan
235	6	293	Kalavati Devi Thakur
236	6	294	a. Neelesh H. Doshi
			b. Rakesh H. Doshi
237	6	295	Jayshree D. Shinde
238	6	297	Rahul Koli
239	6	298	a. Pappu Kishor Vasant
			b. Kishor Maganlal Vasant
240	6	299	Suresh Amratlal Shah (HUF)
241	7	301	Jayesh Chimanlal Tank
242	7	302	Umesh Hindurao Pawar
243	7	303	a. Chandrashekhar B. Narkar
			b. Sanjeevani Sudhir Narkar
244	7	304	Mahadev Namdeo Kadam



✓  
pk

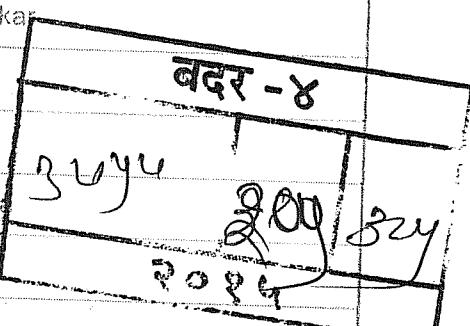
WADIA GHANDY & CO.

245	7	305	Pralhad Vithal Sutar
246	7	306	Nihar Pralhad Sutar
247	7	307	Abhijit Pralhad Sutar
248	7	308	Chhaya Surendra Suvarna
249	7	309	Madhukar S. Mankame
250	7	310	Mahadev Bapur Mestry
251	7	311	Prabhakar Vishnupanth Katke
252	7	312	Aruna Prabhakar Katke
253	7	313	Ashish Raj Joshi
		314	Padam Krishna Pachory
		a	Kiran R. Desai
		315	b Swati K. Desai
		316	Prashant Prabhakar Katke
		317	Janardan Ramchandra Saraf
255	7	318	Sunita Rajendra Saraf
259	7	319	Shantaram Vithal Sutar
260	7	320	a Vishal Raj Joshi
		b	Anupama S. Darbha
		a	Hiren H. Kuvadia
261	7	321	b Ronak C. Kuvadia
262	7	322	Haresh A. Kuvadia
263	7	323	Premji Tejshi Shah
264	7	324	Ramniklal Tejshi Shah
265	7	325	Anjali Madhukar Gaikwad
266	7	326	Shalaka Ranson Correia
267	7	327	Vithal Vishnu Shetye



WADIA GHANDY & CO.

268	7	328	Arun Vasant Wakchaure
269	7	329	Prakash Vasant Wakchaure
270	7	330	Niruben M. Mistry
271	7	331	a. Hema Atul Shukla b. Atul H. Shukla
272	7	332	Jayesh Ravilal Anand
273	7	333	Vivek Vasant Patankar
274	7	334	Manjusha Amol Mangal
275	7	335	Perpetua Gonsalves
276	7	336	Arun Deonath Chowksey
277	7	337	Prakash Sahebrao Deshmukh
278	7	338	Alka Balu Tembe
279	7	339	Suman Bala Gandotra
280	7	340	Pratima Ashok Mitra
281	7	341	Uday S. Tulpule
282	7	342	Vishali Vijay Maladkar
283	7	343	Vali Moosa Patel
284	7	344	Rajendra S. Mahato
285	7	345	Pravin Raghunath Arekar
286	7	347	Geeta Pravin Arekar
287	7	348	Domnic Paul D'Souza
288	7	349	Bipin Dhirajlal Ruparelia
289	7	350	Harsha Bipin Ruparelia
290	7	351	Nisar Ibrahim Shaikh
291	7	352	Magan Dhanji Bharmani
292	7	353	Jayantilal Jadhavji Kothari



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PK

WADIA GHANDY & CO.

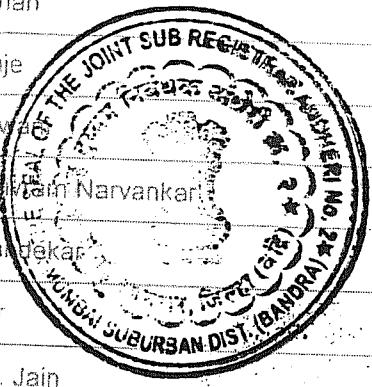
293	7	355	Shachi Tushar Kansara
294	7	356	Safiya Suhail Khan
295	7	358	Sneha Rajesh Gaba
296	7	359	Mittal Narendra Shah
297	7	360	Ravindra Prabhakar Rao
298	8	361	Keshav V. Bansal
299	8	362	a. Reetu Shah
			b. Narotham Shah
300	8	364	Fatima Fernandes
			366 Rameshchandra Vithal Solanki
301	8	367	Bhalchandra Harjivandas Dixit
			368 Jayashree D. Bawaskar
302	8	369	369 Ponnuretteth Yohannan Thomas
			370 Rekha Ravindra Mukadam
303	8	372	a. Ancita M. Gad
			b. Bunny Singh Gad
304	8	373	Mohamad Hussain Mohamad Umar Khan
305	8	378	Nirmal J.S. Dhanjal
306	8	379	Vinodchandra H. Dixit
307	8	383	Madhavi R. Kerkar
308	8	386	Ramesh Govind Bhurke
309	8	388	a. Sunita R. Rumao
			b. Rhea R. Rumao (Minor)
310	8	389	Atmanand Mangesh Golatkar
311	8	390	Manju Laxmandas Punjabi
312	8	391	Ramesh Balkrishna Warange

✓ १०८

बद्र - ४		
२६५	२०८	३२५
२०१४		

WADIA GHANDY & Co.

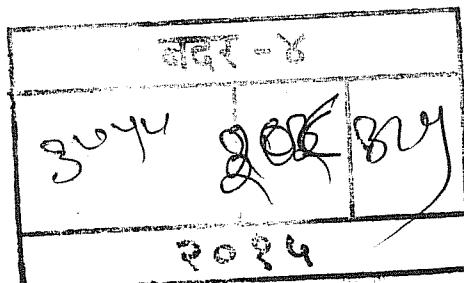
316	8	392		Bhushan Kashinath Sarang
317	8	393	a	Kirit Ratilal Gandhi
			b	Mukesh Ratilal Gandhi
318	8	394		Suryakant G. Shah
319	8	396		Nandini A. Kailaje
320	8	397		Sarita Rochi Pimpale
321	8	399		Chandrakant Shrivam Narvankar
322	8	400		Mahendra D. Bandekar
323	8	402		Dilip K. Padalkar
			a	Naveenkumar S. Jain
324	8	403	b	Lilavati Vira
				Tarnindar Singh J. Mehtab
325	8	404	a	Falguni Sheth
			b	Manish Desai
327	8	408		Ramdas R. Dhamankar
328	8	409		Sanjay Vaid
329	8	412		Krishnadas Purusho\amdas Parekh
330	8	415		Rahul Koli
331	8	416		That Singh S. Thakur
332	8	417	a	Parvati R. Shah
			b	Kamlesh R. Shah
333	8	419		Sonal Unadkat
334	8	420	a	Sudarshankumar Jain
			b	Naveenkumar S. Jain
335	9	421		Shobha S. Biswas
336	9	422		Nikhil Gardoz



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337	9	423		Manisha Arun Patil
338	9	424		Kadachi Narayan
339	9	425		Ambuj Kumar Singh
340	9	426		Jyotsna Joy Mandy
341	9	427		Rajnikant Kantilal Mehta
342	9	428		Meera P. Bhatia
343	9	429		Minakshi Vijay Sawant
344	9	430		Vijay Narayan Sawant
		431		Ashok Govind Kamble
		432		Sunil Bansal
		434		Sri Vikash
		435		Kewin Gabriel Nunes
		436		Neela Sharashchandra Shetye
		437		Mayur G. Shah
351	9	438		Dudhaji Bajaji Shinde
362	9	439		Meena Jagdish Kashyap
353	9	440		Bakul Avichaldas Doshi
354	9	441		Suhasini M. Bandekar
355	9	442		Shachi Tushar Kansara
356	9	443	a	Harish D. Bohra
			b	Anuradha H. Bohra
357	9	444		R. Sita
358	9	445		Bhimashankar B. Gajare
359	9	446		Sindhu Ravindra Godhia
360	9	447		Ratnamala Mohan Dhurandhar
361	9	448		Raphael John D'Mello



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362	9	449		Malathi Subramanian
363	9	450		Janakdulari Brajchandra Chaubey
364	9	451	a	Shobhna Drupad Mehta
			b	Dhrupad Nandlal Mehta
365	9	452		Mira Sunder Shah
366	9	453		Prasad Konchady
367	9	454		Balbir Kaur Kalra
368	9	455		Mahesh Yashwant Kokan
369	9	456		Suparna Avinash Singh
370	9	457		Premchand Rajnarayan Chaube
371	9	458		Chandrakant D. Sawant
372	9	459		Santosh Nahar
373	9	460		Harindersingh G. Hanjra
374	9	461	a	Nidhika Verma
			b	Bharat Verma
375	9	462		Jaswinder Singh Aiden
376	9	463		Savinder Kaur Aiden
377	9	464		Sakkar Gulamhussein Virani
378	9	465	a	Bhagirathi Raman
			b	A.P. Raman
379	9	466		Kanati Hivaji Ambavi Patel
380	9	467		Trichur Narayanan Raja
381	9	468	a	Conception John Rumao
			b	John Ignitius Rumao
382	9	469		Pankaj Kumar Singh
383	9	470		Parshuram Waman Naik



बदर - ४	
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384	9	471	a	Nitu Pankaj Singh
			b	Pankaj Kumar Singh
385	9	472		Nutan Vasant Govekar
386	9	473		Vishnu Shankar Karbhari
387	9	474		K.G. Hasan Sait
388	9	476		Soma Chamodia
389	9	477		Dattaram Ramchandra Suryawanshi
390	9	478	a	Veron R. D'Costa
			b	Alcantro D'Costa
391	9	479		Vimal Jayan
	9	480	a	Sanjiv S. Trivedi
			b	Damini S. Trivedi



बदर - ४		
364	890	324
२०१५		

# मालमत्ता पत्रक ANNEXURE "F"

विभाग/मौजे -- अंधेरी

तालुका/न.भू.मा.का. --न.भू.अ.अंधेरी

गिला -- मुंबई उपनगर जिला

नगर पुस्तक  
कार्यालय / फा. स्टॉ. नं.

शेट नंबर इच्छा नंबर

क्षेत्र  
चौ.मी.

धारणाधिकार

रास्तेवासादितेला आकरणारी क्षेत्रातील वाच्या  
तपशील वार्षिक त्याच्या फेर तपासणीचे नियमोंनी

१९५

७८०६०.०  
- २८९३.७

ह-१

७५१६६.३  
- ३७६.९

७४७८९.४  
- ९६.९

८८१३.५  
- १५७७.०

पो.वि.प्रमाणे १९५/१९५ नविन  
मिळकत पत्रिका उघडलेने  
क्षेत्र कमी केले.

७३११५.५  
+ ११५.६

७३२३१.१  
- ११८.५ न.भू.क्र.१९५/१९६  
ची मिळकत पत्रिका उघडलेने  
वजा

७२३१२.६  
- ४४१७.६ नविन न.भू.क्र.  
१९५/१९७ ची मिळकत  
पत्रिका  
उघडलेने कमी

६७८१५.०  
- ५४४.८ नविन न.भू.क्र.  
१९५/१९८ ची मिळकत  
पत्रिका  
उघडलेने कमी केले.

६७२७०.२  
- ७५४३ न.भू.क्र.१९५ चा  
१९९ व १९५ चा २००  
मिप.उघडलेने क्षेत्र कमी केले.

५९७२७.२

सुविधाधिकार  महाराष्ट्र हैरिसिंग बोर्ड

हक्काचा मुळ धारक  
चर्व

पट्टेदार

इतर भार

इतर शेरे

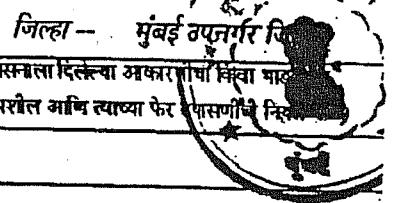


बद्र - ४	
३५४६	३५९८४
२०१५	

# मालमत्ता पत्रक

विभाग/मौजे -- अंधेरी

तालुका/न.भू.मा.का. --न.भू.अ.अंधेरी



नगर भुगतान  
क्रमांक / पर. स्टॉ. नं.

शिट नंबर प्लाट नंबर  
चौ.पी.

धारणाधिकार

जिल्हा -- मुंबई रेजिमेंट  
सासनसाता दिसेवा अधिकाराचा सिवा भारत  
तपशील आणि त्याप्या फेर द्यासाठीचे नियम

१९५.

दिनांक	व्यवहार	खंड क्रमांक	नविन घारक (धा) पट्टेदार (प) किंवा भार (भा)	साक्षात्कंन
१९/०२/१९७३	मा. न.भू.अ.अ.क्र. ४ यांचेकडील क्र. आदेश क्र. न.भू.अ/न.भू.क्र. १९५ पै./१ ता. १२/१०/८१ अन्वये न.भू.क्र. १९५ पै क्षेत्र २८९३.७ चौ.पी. मि. न.भू.क्र. १९५/१७३ यात सामिल केलेल क्षेत्र कपी केले.			के रफत क्र.७ प्रथमे सही -
१९/०२/१९७३	मा. उपविभागीय अधिकारी मु. उप. मुंबई यांचेकडील क्रमांक डि.एल.एन./एल.एन.डी. १०४२ ता. ५/४/७२ प्रमाणे मुदतवाढ बिनशेती सा-याची नोंद केली क्षेत्र ६८२.० सारा ६०.० मुदत ४/८/७१			सही -
१९/०२/१९७३	मा. उपविभागीय अधिकारी मु. उप. मुंबई यांचेकडील क्र. एल.एन.डी.बी. १४१८ ता. ५/४/७२ प्रमाणे सुधारीत बिनशेती सा-याची नोंद केली. क्षेत्र ९६२.३ चौ.पी. सारा ८६.४० मुदत ४/८/८१ पासून			सही -
१९/०२/१९७३	मा. उपविभागीय अधिकारी मुंबई उपनगर यांचा आदेश क्र. LND/B१३२७ ता. ५/४/०२ अन्वये सुधारीत बिनशेती सा-याची नोंद केली. क्षेत्र १०११.१ चौ.पी. सारा रु. ८६.४० मुदत ४/८/८१ पासून			सही -
१९/०२/१९७३	मा. उपविभागीय अधिकारी मुंबई उपनगर यांचा आदेश क्र. एल.एन.डी.बी. १३१५ ता. ५/४/७२ अन्वये सुधारीत बिनशेती सा-याची नोंद केली. क्षेत्र ४१७७.२ चौ.पी. सारा रु. १३४.५० मुदत ४/८/८१ पासून			सही -
१९/०२/१९७३	मा. उपविभागीय अधिकारी मु. उप. मुंबई यांचा आदेश क्र./१३१५ एल.एन.डी.बी. १३१५ अन्वये सुधारीत बिनशेती सा-याची नोंद क्षेत्र ११२८.८ चौ.पी. सारा रु. १७३.० ता. ४/८/७१ पासून			सही -
१९/०२/१९७३	मा. उपविभागीय अधिकारी मु. उप. मुंबई यांचा आदेश क्र. एल.एन.डी.बी. १४१५ ता. २/३/१९७२ अन्वये सुधारीत बिनशेती सा-याची नोंद केली. क्षेत्र ११५०.० चौ.पी. सारा रु. १७५.० ता. ४/८/७१ पासून			सही -
१९/०२/१९७३	मा. उपविभागीय अधिकारी मु. उप. मुंबई यांचा आदेश क्र. एल.एन.डी.बी. १४०७ ता. ५/४/७२ अन्वये सुधारीत बिनशेती सा-याची नोंद क्षेत्र १०३६.७ चौ.पी. सारा रु. १३४.८० ता. ४/८/७१ पासून			सही -
१९/०२/१९७३	मा. उपविभागीय अधिकारी मु. उप. मुंबई यांचा आदेश क्र. एल.एन.डी.बी. १४११ ता. १५/४/७३ अन्वये सुधारीत बिनशेती सा-याची नोंद केली. क्षेत्र ११४७.८ चौ.पी. सारा १७७.१० ता. ४/८/७१ पासून			सही -
१९/०२/१९७३	मा. उपविभागीय अधिकारी मु. उप. मुंबई आदेश यांचा क्र. एल.एन.डी.बी. १३२६ ता. ५/४/७२ अन्वये सुधारीत बिनशेती सा-याची नोंद केली. क्षेत्र ११९३.० चौ.पी. सारा १०७ रु. ४/८/७१ पासून			सही -

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(पत्रनं. २

# मालमत्ता पत्रक

विभाग/मौजे - अंधेरी

नगर पुस्तक  
क्रमांक / पं. नं.

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शिट नंबर प्लाट नंबर

क्षेत्र<sup>१</sup>  
चौ.पी.

तालुका/न. भु. मा. का. --न. भु. अ. अंधेरी

धारणाधिकार

जिल्हा - मुंबई अंडेरी जिल्हा

शासनाता दिल्लखा अधिकारपत्रा किंवा पार्श्व  
तपशील आणि त्वाव्या फेर तपशील विषय

(पं. न. -- ३)

दिनांक	व्यवहार	खंड क्रमांक	नविन घासक (धा) पट्टेदार (प) किंवा पार (पा)	साक्षाकंन
१९/०२/१९७३	मा. उपविभागीय अधिकारी मु. उप. मुंबई यांचा आदेश क्र. एल.एन.डी.बी. १४०५ ता. ५/४/७२ अन्वये सुधारीत बिनशेती सा-याची नोंद क्षेत्र १६८.१चौ.पी. सारा रु. १२५.९० ता. १/८/७१ पासून			सही -
१९/०२/१९७३	मा. उप. वि. अधिकारी मु. उप. मुंबई यांचा आदेश क्र. एल.एन.डी.बी. १४०१ ता. ५/४/७२ अन्वये सुधारीत बिनशेती सा-याची नोंद केली. क्षेत्र १४२.२ चौ.पी. सारा रु. ४८.६० ता. १/८/७१ पासून			सही -
१९/०२/१९७३	मा. उपविभागीय अधिकारी मु. उप. मुंबई यांचा आदेश क्र. एल.एन.डी.बी. १४१२ ता. ५/४/७२ अन्वये सुधारीत बिनशेती सा-याची नोंद केली. क्षेत्र १०२४.० चौ.पी. सारा रु. ११.८० ता. १/८/८१ पासून			सही -
२०/०२/१९७३	मा. उपविभागीय अधिकारी मु. उप. मुंबई यांचा आदेश क्र. एल.एन.डी.बी. १४०० ता. ५-४-७२ अन्वये बिनशेती सा-याची नोंद केली क्षेत्र ९६३.७ चौ.पी.रु. ८६.४० ता. १-८/७१ पासून			सही -
२०/०२/१९७३	मा. उपविभागीय अधिकारी मु. उप. मुंबई यांचा आदेश क्र. एल.एन.डी.बी. १३१७ ता. ५/४/७२ अन्वये सुधारीत बिनशेती सा-याची नोंद केली. क्षेत्र ११११ चौ.पी. सारा रु. १४४.०			सही -
२०/०२/१९७३	मा. उपविभागीय अधिकारी मु. उप. मुंबई यांचा आदेश क्र. एल.एन.डी.बी. १४११ ता. १५/४/७३ अन्वये सुधारीत बिनशेती सा-याची नोंद केली क्षेत्र ११४७.८ चौ.पी. सारा १७७.१० ता. १/८/७१ पासून			सही -
२०/०२/१९७३	मा. उपविभागीय अधिकारी मु. उप. मुंबई यांचा आदेश क्र. एल.एन.डी.बी. १३९८ ता. ५/४/७२ अन्वये सुधारीत बिनशेती सा-याची नोंद केली. क्षेत्र १९२.३ चौ.पी. सारा रु. १७२.६० ता. १/८/८१ पासून			सही -
२०/०२/१९७३	मा. उपविभागीय अधिकारी मु. उप. मुंबई यांचा आदेश क्र. एल.एन.डी.बी. १३९८ ता. ५/४/७२ अन्वये सुधारीत बिनशेती सा-याची नोंद केली क्षेत्र १९२३ चौ.पी. सारा रु. १७२.१० दि. ५/४/७२			सही -
२०/०२/१९७३	मा. उपविभागीय अधिकारी मु. उप. मुंबई यांचा आदेश क्र. एल.एन.डी.बी. १४६४ अन्वये सुधारीत बिनशेती सा-याची नोंद केली क्षेत्र २२६२४.६ चौ.पी. सारा रु. २९४१.१० ता. १/३/७२ पासून			सही -
२०/०२/१९७३	मा. उपविभागीय अधिकारी मु. उप. मुंबई यांचा आदेश क्र. एल.एन.डी.बी. १३९४ अन्वये सुधारीत बिनशेती सा-याची नोंद केली क्षेत्र ३७६२.५ चौ.पी. सारा रु. ५.४० ता. १०/८/७१			सही -
२०/०२/१९७३	मा. उपविभागीय अधिकारी मु. उप. मुंबई यांचा आदेश क्र. LND/B १३१५ दि. ७/९/७३ अन्वये सुधारीत बिनशेती सा-याची नोंद केली.			सही -



संकार - ४

३४४५ २४३३२४

# मालमत्ता पत्रक

विभाग/मौजे -- अंधेरी

तालुका/न.भ.सा.का. --न.भ.अ.अंधेरी

जिल्हा -- मुंबई उपनगर निवास

शासनसंसदीय स्वाच्छा आकारांची किंवा नियन्त्रित  
तपशील अंदिया स्वाच्छा फेर दोषाणीची जिवांची

नगर पुस्तक  
कामकाजीकाम  
कामकाजीकाम

शिट नंबर  
प्लाट नंबर

क्षेत्र  
चौ.मी.

धारणाधिकार

१९५.

दिनांक	व्यवहार	खंड क्रमांक	नविन घासक (घा) पट्टेदार (प) किंवा भार (भा)	साक्षाक्तन
०१/१०/१९८९	मा. न.भ.अ.ज.क्र. ४ यांचेकडील क्र. आदेश क्र. न.भ.अ./न.भ.क्र. ११५ पै/८१ ता. ११/१०/८१ अन्वये न.भ.क्र. ११५ पै क्षेत्र २८९३.७ चौ.मी. न.भ.क्र. ४. भ.क्र. ४. पै दिन. १०/१०/८५ अन्वये २५१३३.७ चौ.मी. भेत्रात सोसायत नाव दाखल केले.	(L)	इंडियन ऑफिसल एन्परीशन लि.	संदी - ११/१०/१९८९ न.भ.अ.क्र. ४. मुंबई
११/०८/१९८९	मा. अधिकारी क्षेत्र अभिलेख मुंबई उप. यांचेकडील पत्र क्र. सी.ए.टी.जे. दस. ३/कावी/७५०/६ दि. १८/८६ चे पत्रांतर सोसायत न.भ.अ.क्र. ४ आदेश क्र. ११५/८७ दि. २२/८८/८६ प्रमाणे ३७६.९ ची नवीन पत्रिका उघडल्याने कमी	(L)	स्टेट बैंक ऑफ इंडिया	संदी - ११/८/१९८६ जि.नि.भ.अ.तथा.न.भ.अ.क्र. ४.मु.
१२/०८/१९८९	म. जि.नि. भ.अ. तथा न.भ.अ.क्र. ४ मुंबई उप. मुंबई, यांचा-आदेश क्र. अंधेरी न.भ.क्र. ११५/८६ दि. २४/१२/८६ अन्वये ५०५५.१ चौ.मी. क्षेत्रात नाव दाखल	(L)	कॉर्समो पोलिटीन एन्युकेशन सोसायटी	संदी - १२/१२/१९८६ जि.नि.भ.अ.तथा.न.भ.अ.क्र. ४.मु.
१३/०८/१९८९	मा. जि.नि. भ.अ. तथा न.भ.अ.क्र. ४ यांचेकडील आदेश क्र. न.भ.अ.अंधेरी/न.भ.क्र. ११५/८७ दि. १३/१२/८७ अन्वये ३७६२.० चौ.मी. क्षेत्रात नाव दाखल केले	(L)	कॉर्समो पोलिटीन एन्युकेशन सोसायटी	संदी - १३/१२/१९८७ जि.नि.भ.अ.तथा.न.भ.अ.क्र. ४.मु.
०४/०८/१९८९	मा. जि. नि. भ.अ. तथा न.भ.अ.क्र. ४ मुंबई उप यांचा आदेश क्र. न.भ.अ.अंधेरी/न.भ.क्र. ११५/८७ दि. ४/७/८७ अन्वये ३७८१.० चौ.मी. क्षेत्रात नाव दाखल.	(L)	रत्नसंग्रह संस्कारी गृहनिर्माण संस्था अभियंदित	संदी - ४/८/१९८७ जि.नि.भ.अ.तथा.न.भ.अ.क्र. ४.मु.
१७/१२/१९८७	मा. जि. नि. भ.अ. तथा न.भ.अ.क्र. ४ मुंबई यांचेकडील आदेश क्र. न.भ.अ.अंधेरी/न.भ.क्र. ११५/८७ दि. १७/१२/८७ अन्वये ११८४.० चौ.मी. क्षेत्रात नाव दाखल केले.	(L)	रत्नसंग्रह संस्कारी गृहनिर्माण संस्था अभियंदित	संदी - १७/१२/१९८७ न.भ.अ.अंधेरी
१७/१२/१९८७	मा. जि. नि. भ.अ. तथा न.भ.अ.क्र. ४ मुंबई यांचेकडील आदेश क्र. न.भ.अ.अंधेरी/न.भ.क्र. ११५/८७ दि. १७/१२/८७ अन्वये १११.३७ चौ.मी. क्षेत्रात नाव दाखल केले.	(L)	रत्नसंग्रह संस्कारी गृहनिर्माण संस्था अभियंदित	संदी - १७/१२/१९८७ न.भ.अ.तथा.न.भ.अ.क्र. ४.मु.
२७/०५/१९९१	मा. जिल्हाधिकारी मुंबई उपनगर यांचेकडील NO.C/LND/VII-A/NAP/SR/१६४५ दिनांक २२/१०/९० चे आदेशान्वये वाणिज्य प्रयोजनासाठी विनशेती सा-याची नोंद केली. क्षेत्र ३७८१.० चौ.मी. सन १९९०/९१ साठी रक्कम रु. १२०२४	(L)	रत्नसंग्रह संस्कारी गृहनिर्माण संस्था अभियंदित	संदी - २७/५/१९९१ जि.नि.भ.अ.तथा.न.भ.अ.क्र. ४.मु.

गुणु  
गुणु ३१

मालस्ता पत्रक

विभाग/मोजे -- अंधेरी

तालुका/न.भू.मा.का. --न.भू.अ.अंदेरी

नगर भूमापन  
क्रमांक / फा. प्लॉ. नं.

## शिट नंबर प्लाट नंबर

क्षेत्र  
चौमं

धारणाधिकार

३९४.

गिरहा -

दिनांक	व्यवहार	खंड क्रमांक	नविन धारक (ध.) पटेदार (प) किंवा मार (म)	साक्षाकंन
२७/०४/१९९२	म. हौसिंग बोर्डकडील दि. ४/४/९० ची तावेपावती दि. १६/५/९१ चे ना हरकत पत्र दि. २१ जानेवारी १५ चे लिज अंग्रेमेंट व या कार्यालयाकडील आदेश क्र. न.भ. अंधेरी/न.भू.क्र. ११५.५.पैकी/२२ दिनांक २७/४/९२ अन्वये पटेदार सदरी ४/४/९० ते ३/४/२०२० - ३० वर्ष मुदतीसाठी नाव दाखल केले. क्षेत्र १२८५.२ चौ.मी.	(L)	महाराष्ट्र राज्यालय काल्पणिक मंडळ <sup>THE STATE OF MAHARASHTRA, THE SUBURBAN DISTRICT (BANDRA) REGISTRAR AND MANDAL</sup> पटेदार अमेल्या को. आ०. हौ. सो. लि. १२८५.५.५.पै.१७ वेसावे दि. ३०/५/९७ अन्वये २४१०.४३ चौ.मी. क्षेत्रास दि. १०/७/७६ पासून १९ वर्ष मुदतीसाठी पटेदार सदरी नाव दाखल केले.	संही - २७/४/१९९२ नि.नि.भू.अ.तथा.न.भू.अ.क्र. ४५.
३०/०५/१९९७	अर्जदार श्री. राऊत यांचा दि. ३/४/९८ चा अर्ज मुंबई गृहनिर्माण व क्षेत्रिक विकास प्राधिकरण यांचेकडील दि. ११ ऑगस्ट १३ चा नॉंदणीकृत करारनामा त्याबाबत सूची क्र. २ व कार्यालयाकडील आदेश क्र. न.भ. अंधेरी/न.भू.क्र. ११५ पै.१७ वेसावे दि. ३०/५/९७ अन्वये २४१०.४३ चौ.मी. क्षेत्रास दि. १०/७/७६ पासून १९ वर्ष मुदतीसाठी पटेदार सदरी नाव दाखल केले.		पटेदार डी.एन. नगर सप्तर्षी को. आ०. हौ.सो.लि.	संही - ३०/५/१९९७ न.भू.अ.क्र.४५०८५
२७/०६/१९९७	दि. ३/४/९७ चा अर्ज दि. ०८ जुलै १९९१ चे नॉंदणीकृत लिज बाबतचा करारनामा दिनांक ११/७/९५ ची सूची क्र. II व या कार्यालयाकडील आदेश क्र. न.भ. अंधेरी/न.भू.क्र. ११५/पै/१७ दि. २७/६/९७ अन्वये १२८५.५१ चौ.मी. क्षेत्रास पटेदार सदरी १ जून ८२ पासून १९ वर्ष मुदतीसाठी नाव दाखल केले.			संही - २७/६/१९९७ न.भू.अ.क्र.४५०८५
०७/०२/१९९८	मा. जिल्हाधिकारी मुंबई उपनगर यांचेकडील दि. ५ ऑगस्ट १७ चे मंजूर पौ.वि. आदेश मो.र.नं. ६६२/९८ चे पोटविभाजन मोजणी नुसार व इकडील आदेश क्र. न.भू.अंधेरी/न.भू.क्र. ११५/पै/पो.वि./९८ दि. ७/२/९८ अन्वये न.भू.क्र. ११५ / चे मिळकत पत्रिकेवर दाखल असलेल्या क्षेत्रातून १५७७.० चौ.मी. क्षेत्र कमी केले. व उर्वरीत ७३११५.५ चौ.मी. नमूद केले. स्थाडाच्या पोटविभाजीत भुखडासाठी न.भू.क्र. ११५/११५ ची नवीन मिळकत पत्रिका उघडून त्यावर १५७७.० चौ.मी. क्षेत्र दाखल केले. सत्ता प्रकार H१ नमूद केला			संही - ७/२/१९९८ न.भू.अ.क्र.४५०८५
२२/०४/१९९८	मा. जिल्हाधिकारी मुं. उपनगर यांचेकडील आदेस क्रमांक सी/कार्या २ क/क्षेत्र.१/एस.आर. १३३/१७ दि. १६/१९८ व मा. न.भू.अ. अंधेरी यांचेकडील आदेश दि. २२/४/९८ अन्वये न.भू.क्र. ११५ चे क्षेत्र ७३११५.५ चौ.मी. मध्ये पोकळीस्त जागेचे क्षेत्र ११५.६ चौ.मी. घिक करून त्याचे एकूण क्षेत्र ७३२३१.१ चौ.मी. कायम केले.			संही - २२/४/१९९८ न.भू.अ.अंधेरी
०५/११/१९९८	मा. जिल्हाधिकारी मुं. उपनगर यांचेकडील पो.हि. आदेश क्र. सी/कार्या ३ क/पो.वि./एस.आर.ए./१२०/९८ दि. १६/१९८ व मा. न.भू.अ. अंधेरी यांचेकडील आदेश दि. ५/११/९८ अन्वये न.भू.क्र. ११५ चे क्षेत्र ७३२३१.१ चौ.मी. मध्यून ११८.५ चौ.मी. क्षेत्र वजा करून शिल्लक क्षेत्र ७२३२२.६ चौ.मी. कायम केले तसेच वजा केलेले क्षेत्राची न.भू.क्र. ११५/११६ ची नवीन मिं.प. उघडली असे.		ल - ४ 3777 899 377 संही - ५/११/१९९८ न.भू.अ.अंधेरी	संही - ५/११/१९९८ न.भू.अ.अंधेरी
०४/०६/१९९९	अर्ज मा. गृहनिर्माण व क्षेत्ररक्षण मंडळ (फ्लांडा) या ३०/४/९८ चा अर्ज नॉंदणीकृत भाडेपटा करार सूची क्र. II व इकडील कार्यालयीन आदेश क्र. न.भू.क्र. ११५ पै/१९ दि. १४/६/९९ अन्वये ११५.५ चौ.मी. क्षेत्राता ३० वर्ष मुदतीसाठी पटेदार सदरी नाव दाखल केले.	L	श्री. छत्रपती शिवाजी स्मारक मंडळ (ट्रस्ट) नविन धारक (ध.) पटेदार (प) किंवा मार (म)	संही - ४/६/१९९९ न.भू.अ.अंधेरी

# मालमत्ता पत्रक

विभाग/मौजे -- अंधेरी

तालुका/न.भु.मा.का. --न.भु.अ.अंधेरी

जिल्हा -- मुंबई उपनगर जिल्हा

नाम पुमापन  
क्रमांक / फा.प्लॉ.नं.

शिट नंबर प्लाट नंबर  
चौ.पी.

क्षेत्र धारणाधिकार

सासवला दिस्त्री अकारण मालाला भाईया  
तपशील आणि त्याच्या फेर तपासणीची नियम

१९५.

दिनांक	व्यवहार	खंड क्रमांक	नविन घारक (भा) पट्टेदार (प) किंवा घार (भा)	साक्षाकंन
०३/०७/२००६	<p>मा. जिल्हाधिकारी मुंबई उपनगर यांचेकडील पोटविभाजन मंजूर आदेश क्र. सी/कार्या ७/पो.वि./एस.आर. २५१५ दि. ५/२/९६ व इकडील आदेश क्र. न.भु.अ.अंधेरी/न.भु.क्र. १९५ ८/पो.वि./२००० दि. ३/७/२००० अन्वये न.भु.क्र. १९५ या मळ मिळकत पत्रिकेवर दाखल असलेले क्षेत्र</p> <p>मा. जिल्हाधिकारी क्षेत्रामधून क्षेत्र ५०४२.४ चौ.पी. वजा पोटविभाजन मंजूर आदेश क्र. सी/कार्या ७/पो.वि./एस.आर. २५१५ दि. ५/२/९६ व इकडील आदेश क्र. न.भु.अ.अंधेरी/न.भु.क्र. १९५ ८/पो.वि./२००० दि. ३/७/२००० अन्वये न.भु.क्र. १९५ या मळ मिळकत पत्रिकेवर दाखल असलेले क्षेत्र</p> <p>मा. जिल्हाधिकारी क्षेत्रामधून करता क्षेत्र ६७२७०.२ चौ.पी. पट्टेदार सदरी स्टेट बँक चौ.पी. च्या नवीन स्वतंत्र पट्टेदार सदरी महाराष्ट्र हासिंग बँड व पट्टेदार स्टेट बँक आफुक इंडिया यांचे नाव दाखल पट्टेदार सदरी प्रकाश (एच) दाखल केलां. मूळ मिळकत पट्टेदार शेजवलद्वारा करता क्षेत्र ६७२७०.२ चौ.पी. कायम वेळेवर ११/१२/८६ ची पट्टेदार सदरी स्टेट बँक आफुक इंडिया ला.पी.नामाची घेणेत आलेली तसेच क्षेत्र</p> <p>मा. जिल्हाधिकारी क्षेत्रामधून करता क्षेत्र ६७२७०.२ चौ.पी. कायम वेळेवर ११/१२/८६ ची पट्टेदार सदरी स्टेट बँक आफुक इंडिया ला.पी.नामाची घेणेत आलेली तसेच क्षेत्र</p>			सही - ३/७/२००० न.भु.अ.अंधेरी
०४/१३/२०००			(L) राजागीर विल्डर	सही - ४/१३/२००० न.भु.अ.अंधेरी
२२/०४/२००२	<p>अर्ज जाबजवाब व दि. ११/१०/०१ चे नोंदवणीकृत लीज बाबतचा करारनामा व सूची क्र. II ताबा पावती व ताबा नकाशा व इकडील कायालयीन आदेश क्र. न.भु.अ.अंधेरी/न.भु.क्र. १९५ पै.०२ वेसावा दि. २१/४/०२ अन्वये ४५७.२९ चौ.पी. क्षेत्रास पट्टेदार सदरी ६/५/१९९१ पासून ३० वर्षां मुदतीसाठी नाव दाखल केले.</p>		पट्टेदार - मे. राज असोसिएट्स सोल प्रोप्रेटर श्री. रमेशचंद्र जे. राजपोपट	सही - २३/४/२००२ न.भु.अ.अंधेरी
२४/०४/२००६	<p>अर्ज जाबजवाब व दि. ११/१०/०१ चे नोंदवणीकृत लीज बाबतचा करारनामा व इकडील आदेश क्र. न.भु.अ.अंधेरी/१९५/२००२ दि. २४/४/२००२ अन्वये १९ वर्ष भाडेपट्टेदार म्हणून १३५.९९ चौ.पी. क्षेत्रास नाव दाखल.</p>		पट्टेदार पुलकीत को: ऑ. हौ.सोसायटी लि. (दि. ४/४/१९८५ पासून १० वर्ष मुदतीसाठी)	सही - २४/४/२००२ न.भु.अ.अंधेरी
२३/०१/२००३	<p>अर्ज, जबाब म, स.दु.नि. ४ यांचेकडील सूची क्र. II सूची क्र. २ नंबर ७२४४/२००२ व इकडील आदेश क्र. न.भु.अ.अंधेरी/१९५/२००२ दि. २३/१/२००३ क्षेत्रास नाव दाखल अन्वये १० वर्षांच्या भाडेपट्टेदार म्हणून ९३०.० चौ.पी.</p>		पट्टेदार डो.एन. नगर समाइ को. ऑ. हौ.सो.लि. (दिनांक १/४/८५ पासून १० वर्ष मुदतीसाठी)	के.रफार क्र.६९ प्रमाणे सही - २४/४/२००३ न.भु.अ.अंधेरी
१४/०२/२००३	<p>मा. न.भु.अ. यांचेकडील आदेश क्र. न.भु.अ./अंधेरी न.भु.क्र. १९५ पै.०३ दि. १४/२/०३ व स.दु. म. यांचेकडील कार्य क्र. २ नंबर ५२२७/६७ दि. १४/१०/७० दि. १४/१०/६३ पासून १९ वर्षांच्या भाडेपट्टेदाराने क्षेत्र १०७९६ चौ.पी. क्षेत्राला नाव दाखल केले.</p>		पट्टेदार गोदी कामगार सहकारी गृह संस्था लि.	के.रफार क्र.७० प्रमाणे सही - १४/२/२००३ न.भु.अ.अंधेरी

हृत्तर - ४

३६५८ ३२४४  
२०१५

# मालमत्ता पत्रक

विभाग/मौजे -- अंधेरी

नगर भूमापन  
क्रमांक / फा. स्टॉ. न.  
१९५.

शिट नंबर प्लाट नंबर  
स्ट्रीट नंबर

क्षेत्र  
चौ.मी.

तालुका/न. भू. मा. का. --न. भू. अ. अंधेरी

धारणाधिकार

जिल्हा -- मुंबई उपनगर जिल्हा

सासन-सासांस्करण विभाग  
तरशील वाई त्याच्या फेर तपासीची नियत भेट



दिनांक	व्यवहार	खंड क्रमांक	नविन धारक (धा) पटेदार (प) किंवा भार (भ)	साक्षाकंन
०७/०४/२००६	अर्ज जबाब सहाय्यक दुव्यम निवंधक अंधेरी यांचेकडील सूची क्र. II दस्त क्रमांक पी/बदर -१/१६८/१५ दि. १८/१२/१५ व इकडील आदेश क्र. न. भू. अ. अंधेरी न. भू. क्र. १९५/२००६ दि. ७/४/२००६ अन्वये दि. १४/८/०० पासून १९ वर्षाचे मुदती करीता भाडे पटेदार सदरी क्षेत्र १६७.७१ चौ.मी. ला नाव दाखल केले.	पटेदार डॉ. ए.न. नगर "सागर शोभा को. ऑप. हॉसिंग सोसायटी लिमिटेड (१९६८ संघर्ष अंधेरी निवंधक अंधेरी के. इकडील आदेश ज्योति को. ऑप हॉसिंग सोसायटी लिमिटेड (संघर्ष १२३५/१२३५) मुंबई उपनगर, मिहार (बांद्रा) सुबर्बन डिस्ट्रिक्ट (बांद्रा) "	फेरफार क्र. २०२ प्रमाणे सहा - ४/४/२००६ न. भू. अ. अंधेरी	
०३/०५/२००६	अर्ज, जबाब सहा. दुव्यम निवंधक अंधेरी यांचेकडील सूची क्र. II पी ४७७३/१० वडा -१/४/१३.२१ दि. २४/५/१६ अन्वये व इकडील आदेश क्र. न. भू. अ. अंधेरी/न. भू. क्र. १९५/०६ दि. ३/५/०६ अन्वये दि. १६/८/२२ पासून १९ वर्षाचे मुदतीकरिता भाडे पटेदार सदरी १२२३.११ चौ.मी. ला नाव दाखल केले.	पटेदार दि. न्यू टेक्स प्रोसील हाऊस को. ऑप हॉसिंग सोसायटी लिमिटेड (क्षेत्र ७३८.४३ चौ.मी.)	फेरफार क्र. २०५ प्रमाणे सहा - ३/५/२००६ न. भू. अ. अंधेरी	
०४/०६/२००६	अर्ज जबाब सहा. दुव्यम निवंधक अंधेरी यांचेकडील सूची क्र. II १२०३/२००६ दि. ८/५/०६ अन्वये व इकडील आदेश क्र. न. भू. अ. अंधेरी/न. भू. क्र. १९५/०६ दि. ४/७/०६ अन्वये दि. ११/७/०६ पासून १० वर्षाचे मुदतीकरिता भाडे पटेदार सदरी नाव दाखल केले.	पटेदार मे.डी.एन. नगर व्यारका को. ऑप हॉसिंग सोसायटी लिमिटेड (क्षेत्र १५७.२५ चौ.मी.)	फेरफार क्र. २१४ प्रमाणे सहा - २८/७/२००६ न. भू. अ. अंधेरी	
२८/०६/२००६	अर्ज, जबाब सहा. दुव्यम निवंधक अंधेरी यांचेकडील सूची क्र. II पी बदर-१/३५/१८ दि. १०/७/१८ अन्वये व इकडील आदेश क्र. न. भू. अ. अंधेरी/न. भू. क्र. १९५/०६ दि. ५/९/२००६ अन्वये दिनांक १/४/०८ पासून १९ वर्षाचे मुदतीकरिता भाडे पटेदार सदरी नाव दाखल केले.	पटेदार मे.डी.एन. नगर साईकूपा को. ऑ. हॉसिंग सोसायटी लिमिटेड (क्षेत्र १००१.८३ चौ.मी.)	फेरफार क्र. २१९ प्रमाणे सहा - २८/७/२००६ न. भू. अ. अंधेरी	
०५/०९/२००६	अर्ज, जबाब सहा. दुव्यम निवंधक अंधेरी मुंबई उपनगर यांचेकडील सूची क्र. II/२२४/१३ दि. ११/६/१३ अन्वये व इकडील आदेश क्र. न. भू. अ. अंधेरी/न. भू. क्र. १९५/२००६ दि. ५/९/२००६ अन्वये दिनांक १/४/०८ पासून १९ वर्षाचे मुदतीकरिता भाडे पटेदार सदरी नाव दाखल केले.	पटेदार मे.डी.एन. नगर साईकूपा को. ऑ. हॉसिंग सोसायटी लिमिटेड (क्षेत्र १००१.८३ चौ.मी.)	फेरफार क्र. २२४ प्रमाणे सहा - ५/९/२००६ न. भू. अ. अंधेरी	
०८/०९/२००६	अर्ज, जबाब सहा. दुव्यम निवंधक अंधेरी मुंबई उपनगर यांचेकडील सूची क्र. पी/बदर -१/२०६/१४ दि. ८/८/१४ अन्वये व इकडील आदेश क्र. न. भू. अ. अंधेरी/न. भू. क्र. १९५/०६ दि. ८/९/२००६ अन्वये दिनांक ८/८/१४ पासून १९ वर्षाचे मुदतीकरिता भाडे पटेदार सदरी नाव दाखल केले.	पटेदार मे.डी.एन. नगर समता गृहनिर्माण संस्था मर्यादित (क्षेत्र १६७.७१ चौ.मी.)	फेरफार क्र. २२६ प्रमाणे सहा - ८/९/२००६ न. भू. अ. अंधेरी	
१३/०९/२००६	अर्ज, जबाब, सहाय्यक दुव्यम निवंधक बाद्रा यांचेकडील सूची क्र. II/१९६०/१३ वडा दि. ३/४/१३ व इकडील आदेश क्र. न. भू. अ. अंधेरी/न. भू. क्रमांक १९५/०६ दि. ३/१०/०६ अन्वये दि. १४/८/०० पासून १९ वर्षाचे मुदतीकरिता भाडे पटेदार सदरी नाव दाखल केले.	पटेदार दादाधाई निवास को. ऑप हॉसिंग सोसायटी लिमिटेड (क्षेत्र १६७.७१ चौ.मी.)	फेरफार क्र. २२७ प्रमाणे सहा - १३/९/२००६ न. भू. अ. अंधेरी	
३०/१०/२००६	अर्ज, जबाब, सहाय्यक दुव्यम निवंधक बाद्रा यांचेकडील सूची क्र. II/पी बदर -१/६३९/१६ वडा दि. ३१/८/१६ व इकडील आदेश क्र. न. भू. अ. अंधेरी/न. भू. क्रमांक १९५/०६ दि. ३०/१०/०६ अन्वये दि. १४/८/०० पासून १९ वर्षाचे मुदतीकरिता भाडे पटेदार सदरी नाव दाखल केले.	पटेदार डॉ. ए.न. नगर गुरुकूपा सहकारी गृहनिर्माण संस्था मर्यादित (क्षेत्र १६७.७१ चौ.मी.)	फेरफार क्र. २२९ प्रमाणे सहा - ३०/१०/०६ न. भू. अ. अंधेरी	

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(पान न. - ४)

# मालमत्ता पत्रक

विभाग/मौजे -- अंधेरी

तालुका/न.भ.मा.का. --न.भ.अ.अंधेरी

जिल्हा -- मुंबई उपनगर विभाग

नगर पालन क्रमांक / फा.प्ला.नं.

शिट नंबर

प्लट नंबर

क्षेत्र  
चौ.मी.

धारणाधिकार

शासनप्रला दिसेल्पा आकाशीया बहुआयोगी  
तपशील अधिकारी त्याव्या फेर तालुकांपांडी विभाग

१९५.

दिनांक	व्यवहार	खंड क्रमांक	नविन घारक (धा) पट्टेदार (प) किंवा भार (भा)	साक्षांकन
२०/०३/२००७	प्रकल्प सहाय्यक दुर्यम निवंधक वर्ग २ मुंबई उपनगर निवासी यांचेकडील क्र. बदर -१/०३/१७ दिसेल्पा १८५ एकडील क्र. न.भ. अंधेरी /न.भ. १८५/०३/१८५ दिसेल्पा १८००७ अन्वये दि.१/४/८० पासून १९ वर्षाचे मुदतीकरिता भाडेपट्टेदार सदरी नाव दाखल केले. *		पट्टेदार अंधेरी सहकार को. ऑप. हौसिंग सोसायटी लिमिटेड (क्षेत्र ८४४.५० चौ.मी.)	फे.रफार क्र.२४० प्रमाणे सही २०/३/२००७ न.भ.अ.अंधेरी
२०/०३/२००७	अर्ज, जबाब सह. द. नि. अंधेरी क्र. ३ मुंबई यांचेकडील बदर -१/०३/१८५ दिसेल्पा १८०६ दि.२२/११/२००६ भाडे प्रकल्प सहाय्यक क्रमांक II व इकडील दि.२३/३/०७ अन्वये दि.१/४/८३ पासून ९९ वर्षाचे मुदतीकरिता भाडेपट्टेदार सदरी नाव दाखल केले		पट्टेदार डि.एन. नगर श्री. अष्टविनायक को. ऑ. हौ.सो.लि. (क्षेत्र १०२७८.३१ चौ.मी.)	फे.रफार क्र.२४० प्रमाणे सही २०/३/२००७ न.भ.अ.अंधेरी
२५/०४/२००७	अर्ज, जबाब सह. द. नि. अंधेरी यांचेकडील बदर १२४३/२००७ दि. १३/३/२००७ चा भाडे करारनामा व सूची क्रमांक दोन व इकडील दि. २५/४/०७ चा आदेश या अन्वये दि. १/४/८३ पासून ९९ वर्षाचे मुदतीकरिता भाडेपट्टेदार सदरी नाव दाखल केले		पट्टेदार न्यू.डि.एन. नगर संकल्प सागर को. ऑप. हौसिंग सोसायटी लि. (क्षेत्र २००८.२८ चौ.मी.)	फे.रफार क्र.२५५ प्रमाणे सही २५/४/२००७ न.भ.अ.अंधेरी
३१/०७/२००७	महाराष्ट्र हौसिंग बोर्ड यांनी सहा. दुर्यम निवंधक ४ बाबू मुंबई उपनगर यांचेकडील क्र. सूची क्र. II पी २३२०/१५ वड. दि. ३०/१/९५ नोंदणीकृत भाडेपट्ट्याने १९ वर्ष कालावधीसाठी भाडेपट्ट्याने दिल्याने पट्टेदार सदरी नावाची नोंद केली.		पट्टेदार न्यू.डि.एन. नगर संकल्प सागर को. ऑप. हौसिंग सोसायटी लि. (क्षेत्र १५५४.३० चौ.मी.)	फे.रफार क्र.२७५ प्रमाणे सही ३१/७/२००७ न.भ.अ.अंधेरी
३१/०७/२००७	महाराष्ट्र हौसिंग बोर्ड यांनी सहा. दुर्यम निवंधक अंधेरी क्र. १ यांचेकडील सूची क्र. II दस्त क्र. ५५३५/२००६ दि. ३०/६/२००६ अन्वये नोंदणीकृत भाडेपट्ट्याने १० वर्ष या कालावधीसाठी भाडेपट्ट्याने दिल्याने पट्टेदार सदरी नावाची नोंद केली.		पट्टेदार न्यू.डि.एन. नगर आकाशदिप को. ऑप. हौसिंग सोसायटी लि. (क्षेत्र ११३२.६६ चौ.मी.)	फे.रफार क्र.२७६ प्रमाणे सही ३१/७/२००७ न.भ.अ.अंधेरी
३१/०७/२००७	महाराष्ट्र हौसिंग बोर्ड यांनी सहा. दुर्यम निवंधक अंधेरी क्र. १ यांचेकडील सूची क्र. II दस्त क्र. ५७५३/२००६ दि. १४/१/२००६ अन्वये नोंदणीकृत भाडेपट्ट्याने १० वर्ष या कालावधीसाठी भाडेपट्ट्याने दिल्याने पट्टेदार सदरी नावाची नोंद केली.	✓	पट्टेदार न्यू.डि.एन. नगर जूह मिलन को. ऑप. हौसिंग सोसायटी लि. (क्षेत्र ११३८.८८ चौ.मी.)	फे.रफार क्र.२७७ प्रमाणे सही ३१/७/२००७ न.भ.अ.अंधेरी
३१/०७/२००७	महाराष्ट्र हौसिंग बोर्ड यांनी सहा. दुर्यम निवंधक अंधेरी -१ यांचेकडील सूची क्र. II दस्त क्र. ५७५३/२००६ दि. १४/१/२००६ अन्वये नोंदणीकृत भाडेपट्ट्याने १० वर्ष या कालावधीसाठी भाडेपट्ट्याने दिल्याने पट्टेदार सदरी नावाची नोंद केली.	✓	पट्टेदार जूह छाया को. ऑप. को. ऑप. हौसिंग सोसायटी लि. (क्षेत्र ११७८.५६ चौ.मी.)	फे.रफार क्र.२७८ प्रमाणे सही ३१/७/२००७ न.भ.अ.अंधेरी
३१/०७/२००७	महाराष्ट्र हौसिंग बोर्ड यांनी सहा. दुर्यम निवंधक अंधेरी -१ यांचेकडील सूची क्र. II पी बदर -१/९५२/९५ दि. २२/४/१६ अन्वये नोंदणीकृत भाडेपट्ट्याने १९ वर्ष या कालावधीसाठी भाडेपट्ट्याने दिल्याने पट्टेदार सदरी नावाची नोंद केली.	✓	धारक न्यू.डि.एन. नगर जूह किनारा को. ऑप. हौसिंग सोसायटी लि. (क्षेत्र ११३३.६६ चौ.मी.)	फे.रफार क्र.२७९ प्रमाणे सही ३१/७/२००७ न.भ.अ.अंधेरी
३१/०७/२००७	महाराष्ट्र हौसिंग बोर्ड यांनी सहा. दुर्यम निवंधक अंधेरी -१ यांचेकडील सूची क्र. II पी पी बदर -१/९५२/९५ दि. २२/४/१६ अन्वये नोंदणीकृत भाडेपट्ट्याने १९ वर्षाकरिता पट्टेदार सदरी नावाची नोंद केली.	✓	पट्टेदार न्यू.डि.एन. नगर जूह किनारा को. ऑप. हौसिंग सोसायटी लि. (क्षेत्र १३४७.७६ चौ.मी.)	फे.रफार क्र.२८० प्रमाणे सही ३१/७/२००७ न.भ.अ.अंधेरी

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(पान न. - ९)

# मालमत्ता पत्रक

विभाग/मौजे -- अंधेरी

तालुका/न.भू.मा.का. --न.भू.अ.अंधेरी

जिल्हा -- मुंबई उपनगर जि.

नगर पालिका  
क्रमांक / पा.पा.नं.  
१९५.

शिट नंबर प्लट नंबर  
क्षेत्र चौ.मी.

धारणाधिकार

रासनेता दिल्ल्या गांधीपांडा लिमिटेड  
तपशील आणि त्याच्या फेर तपासेपांची निवासी

दिनांक	व्यवहार	खंड क्रमांक	पट्टेदार नविन घारक (पा.) पट्टेदार (प.) किंवा संसु.मी.	साक्षांकन
३१/०७/२००७	महाराष्ट्र हौसिंग बोर्ड यांनी सहा जिल्हा निवंधक वर्ग २ (अभिलेख) मुंबई उपनगर जिल्हा यांचेकडील सूची क्र. II पी बदर-१६५३/२००० दि. १०/१०/२००० अन्वये नोंदणीकृत भाडेपट्ट्याने ९९ वर्षाकरिता पट्टेदार सदरी नावाची नोंद केली.	१५	पट्टेदार जह. आंगन को. ओप. हौसिंग सोसायटी लि. (क्षेत्र २४५५ वर्षेपट्ट्याने-बांद्रा)	के रफर क्र.२८१ प्रमाणे सहा - ३१/७/२००७ न.भू.अ.अंधेरी
३१/०७/२००७	महाराष्ट्र हौसिंग बोर्ड यांनी सहा दुर्यम निवंधक अंधेरी क्र. १ यांचेकडील सूची क्र. II पी बदर-२/२१७२/२१७३ दि. २६/२/२००९ अन्वये नोंदणीकृत भाडेपट्ट्याने ९९ वर्ष या कालावधीसाठी भाडेपट्ट्याने दिल्याने पट्टेदार सदरी नावाची नोंद केली.	१६	पट्टेदार डी.एन. नागर समीत नगर सागर को. ओप. हौसिंग सोसायटी लि. (क्षेत्र १४७१.०१ चौ.मी.)	के रफर क्र.२८२ प्रमाणे सहा - ३१/७/२००७ न.भू.अ.अंधेरी
३१/०७/२००७	महाराष्ट्र हौसिंग बोर्ड यांनी सहा जिल्हा निवंधक वर्ग २ (अभिलेख) मुंबई उपनगर जिल्हा यांचेकडील सूची क्र. II १२७८/९३ अन्वये दि. १७/०९/३ अन्वये नोंदणीकृत भाडेपट्ट्याने ९९ वर्ष या कालावधीसाठी भाडेपट्ट्याने दिल्याने पट्टेदार सदरी नावाची नोंद केली.	१७	पट्टेदार नवरजनी गंधा को. ओप.को. आपरेटिव हौसिंग सोसायटी लि. (क्षेत्र २५११.१० चौ.मी.)	के रफर क्र.२९५ प्रमाणे सहा - ३१/७/२००७ न.भू.अ.अंधेरी
१४/०८/२००८	महाराष्ट्र हौसिंग बोर्ड यांनी सहा जिल्हा निवंधक वर्ग २ (अभिलेख) मुंबई उपनगर जिल्हा यांचेकडील सूची क्र. II एस. २८९२/७३ दि. २१/११/१८४ अन्वये नोंदणीकृत भाडेपट्ट्याने ९९ वर्ष कालावधीसाठी भाडेपट्ट्याने दिल्याने पट्टेदार सदरी नावाची नोंद केली.	१८	पट्टेदार दि. बॉम्बे यंग मेन विवरण असोशियन (क्षेत्र ४१८०.५ चौ.मी.)	सहा - १४/८/२००८ न.भू.अ.अंधेरी
१५/०८/२००८	महाराष्ट्र हौसिंग बोर्ड यांनी सहा दुर्यम निवंधक अंधेरी २ मुंबई उपनगर जिल्हा यांचेकडील सूची क्र. II दस्त क्र. ७२१४/२००७ दि. ६/१/२००७ अन्वये नोंदणीकृत भाडेपट्ट्याने ९९ वर्षाचे कालावधीसाठी दिल्याने पट्टेदार सदरी नावाची नोंद केली.	१९	पट्टेदार डिएन.नगर सुविकिरण को. ओप हौसिंग सोसायटी लिमिटेड (क्षेत्र ८१७.११ चौ.मी.)	के रफर क्र.३२४ प्रमाणे सहा - १५/८/२००८ न.भू.अ.अंधेरी
१५/०८/२००८	महाराष्ट्र हौसिंग बोर्ड यांनी सहा दुर्यम निवंधक अंधेरी १ मुंबई उपनगर जिल्हा यांचेकडील सूची क्र. II दस्त क्र. ५३२६/२००७ दि. १२/६/२००७ अन्वये नोंदणीकृत भाडेपट्ट्याने ९९ वर्षाचे कालावधीसाठी दिल्याने पट्टेदार सदरी नावाची नोंद केली.	२०	पट्टेदार विद्या यशोमंदीर को. ओप. हौसिंग सोसायटी लिमिटेड (क्षेत्र १०११.४० चौ.मी.)	के रफर क्र.३२५ प्रमाणे सहा - १५/८/२००८ न.भू.अ.अंधेरी
२१/०४/२०१०	महाराष्ट्र हौसिंग बोर्ड यांनी सहा दुर्यम निवंधक अंधेरी २ मुंबई उपनगर जिल्हा यांचेकडील सूची क्र. II नोंदणीकृत भाडेपट्ट्याने ९९ वर्षाचे कालावधीसाठी दिल्याने पट्टेदार सदरी नावाची नोंद केली.	२१	पट्टेदार डी.एन.नगर शिवनेरी को. ओप. हौ.सो.लि. (क्षेत्र ७१७.१६ चौ.मी.)	के रफर क्र.३२६ प्रमाणे सहा - २१/४/२०१० न.भू.अ.अंधेरी
२१/०४/२०१०	महाराष्ट्र हौसिंग बोर्ड यांनी सहा दुर्यम निवंधक अंधेरी २ मुंबई उपनगर जिल्हा यांचेकडील सूची क्र. II ४३९२/२००८दि. २३/५/२००८ अन्वये दि. १४/४/१५ पासून भाडेपट्ट्याने ९९ वर्षाचे कालावधीसाठी दिल्याने पट्टेदार सदरी नावाची नोंद केली.	२२	पट्टेदार डी.एन.नगर निवारा को. ओ. हौ.सो.लि. (क्षेत्र ७७८.२५ चौ.मी.)	के रफर क्र.३२७ प्रमाणे सहा - १२/४/२०१० न.भू.अ.अंधेरी
२१/०४/२०१०	महाराष्ट्र हौसिंग बोर्ड यांनी सहा दुर्यम निवंधक अंधेरी २ मुंबई उपनगर जिल्हा यांचेकडील सूची क्र. II दस्त क्र.बदर-४/४८९२/२००८ दि. १/६/२००८ अन्वये दि. १४/४/१५ पासून भाडेपट्ट्याने ९९ वर्षाचे कालावधीसाठी दिल्याने पट्टेदार सदरी नावाची नोंद केली.	२३	पट्टेदार डी.एन.नगर कृष्णा को. ओ. हौ.सो.लि. (क्षेत्र ८११.८६ चौ.मी.)	के रफर क्र.४३४ प्रमाणे सहा - १२/४/२०१० न.भू.अ.अंधेरी

३०७८ ३०८ ८२४

# मालमत्ता पत्रक

विभाग/मौजे -- अंधेरी

नगर पुलाम शिट नवर प्लाट नवर  
क्रमांक / पा. नं. १९५.

तालुका/न.भू.मा.का. -- न.भू.अ.अंधेरी

क्षेत्र धारणाधिकार  
चौ.मी.

जिल्हा -- मुंबई पॅनगर जिल्हा

शपथमाला दिलेल्या आवाहणाचा विवर  
तपशील आणि त्याच्या फे.सोसाणीकी विवरांचे

पात्र

दिनांक	खंड क्रमांक	नविन घरक (धा) पट्टदार (प) किंवा भार (भा)	साक्षाकंन
३१५/२०२०	महाराष्ट्र सर्वोच्च निबंधक अंधेरी ज्ञ. १ मंबई उपनगण जिल्हा यांचेकडील सूची क्र. दोन दिसंत क्र. बदर ४/२०२० दिनांक १७/१०/२००७ अन्वयात्र. १/२०२० कृपया यांच्या भाडेपट्ट्याने १९ वर्ष कालावधीसाठी दिसावोने पट्टदार सदरी नावाची नोंद केली.	पट्टदार डॉ.एन. नगर जय भवानी सहकारी गृहनिर्माण संस्था पर्यादित (क्षेत्र ८१७.८९ चौ.मी.)	फे.रफार क्र. ४३६ प्रमाणे संखा - ३/५/२०२० न.भू.अ.अंधेरी

तपासणी करणारा -

खरी नक्कल -

न.भू.अ.अंधेरी

मंबई उपनगर जिल्हा



अर्ज क्रमांक.....	३०८९.....
अर्ज स्वीकारल्याची तारीख:	२५/१२/१९
नवकल तयार केलेची तारीख:	२५/१२/१९
नवकल दिलेची तारीख:	२५/१२/१९
नवकल तयार करणार:	पट्टदार
नवकल तपासणी करणार:	पट्टदार

एकूण नोंदी:	७६.....
नवकल शुल्क:	१५०/-
कागद शुल्क:	२८.....
एकूण शुल्क:	१५८/-

Certified True Copy

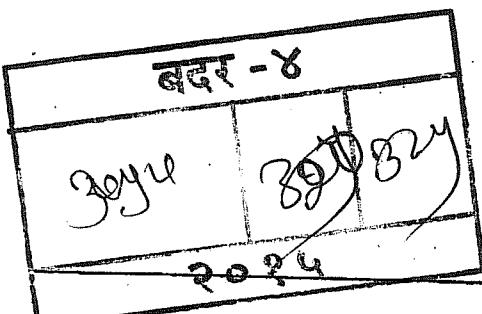
खरी नक्कल

(Manish D. Savant)  
Architect

मंबई उपनगर जिल्हा  
पट्टदार

Certified True Copy

(Manish D. Savant)  
Architect



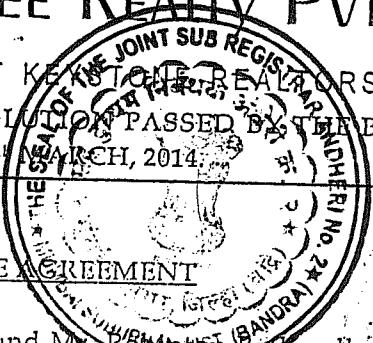
८२४



# RUSTOMJEE REALTY PVT. LTD.

(SUBSIDIARY OF KESTONE REALTORS PVT. LTD.)

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF  
DIRECTORS OF THE COMPANY ON 06 MARCH, 2014



## AUTHORITY FOR EXECUTION OF SALE AGREEMENT

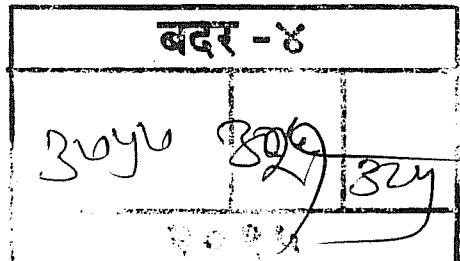
"RESOLVED THAT Mr. Kaushik Shah and Mr. Rohinton Bafliwala, Directors and Mr. Boman Irani, Mr. Percy Chowdhry and Mr. Chandresh Mehta, Authorised Signatories of the Company be and are hereby severally authorized to sign and execute any agreements for sale, deeds, documents, undertakings and other writings as may be necessary from time to time with regard to Company's Elements Project situated at New D.N. Nagar, Andheri (West), Mumbai - 400053 and to accept and execute any amendments or modifications to any aforesaid agreements for sale, deed, documents, undertakings and other writings, including acknowledgement of debt/balance confirmation(s) and/or any renewal documents, as and when necessary;

RESOLVED FURTHER THAT Mr. Kaushik Shah and Mr. Rohinton Bafliwala, Directors and Mr. Boman Irani, Mr. Percy Chowdhry, Mr. Chandresh Mehta and Mrs. Geeta Mondkar, Authorised Signatories of the Company be and are also hereby severally authorized to lodge agreements for sale, deeds, documents, undertakings and other writings as may be necessary or authorize any person that they may deem fit, to lodge the aforesaid documents for its admission of execution with the office of competent sub registrar for the purpose of registration;

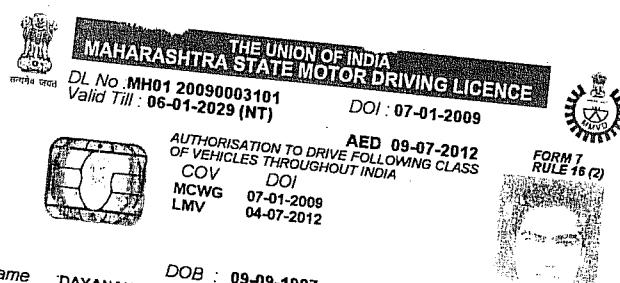
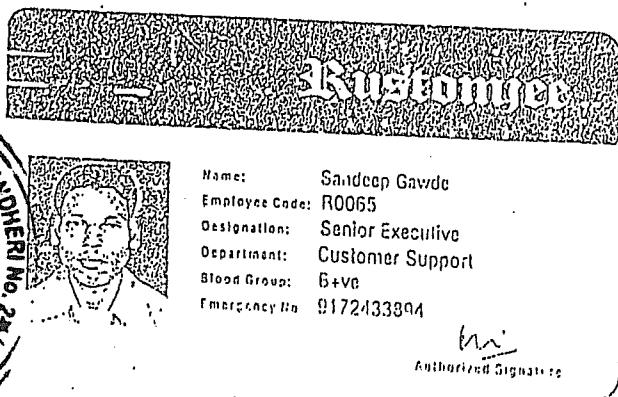
RESOLVED FURTHER THAT Mr. Kaushik Shah and Mr. Rohinton Bafliwala, directors of the Company be and are hereby severally authorized to issue certified true copies of the resolution to all concerned for the purpose of their records."

Certified True Copy  
For Rustomjee Realty Private Limited

k.G.Sah  
Director



22/04/2003  
Permanent Account Number  
AACCR0604H



Name : DAYANAND KESARKAR DOB : 09-09-1987 BG : B+  
S/D/W of SHYAM SUNDAR KESARKAR  
Add : A/20, HAFFAKIN ECOMPD, JERBAI  
WADIA ROAD, PAREL, MUMBAI  
DIN : 400012  
Signature & ID of Issuing Authority: *Jadeja* MH01 2012211

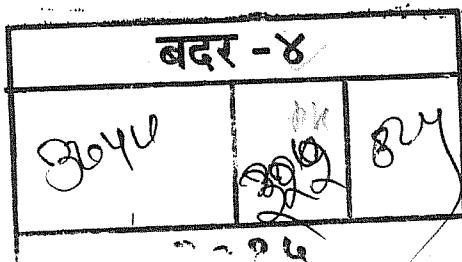
Signature/Thumb  
Impression of Holder

आयकर विभाग  
INCOME TAX DEPARTMENT  
भारत सरकार  
GOVT. OF INDIA  
PRAGNA KEDIA  
ARVINDBHAI MINAWALA

26/10/1962  
Permanent Account Number  
ADWPK9701F

*R.K. Kedia*  
Signature

26082005



Summary1 (GoshwaraBhag-1)

323/3757

मोमवार, 18 मे 2015 3:16 म.न.

दस्तगोपवारा भाग-1

वदर4

दस्त क्रमांक: 3757/2015

दस्त क्रमांक: वदर4 /3757/2015

बाजार मुल्य: रु. 6,02,81,500/- मोबदला: रु. 13,03,53,300/-

भरलेले मुद्रांक शुल्क: रु.65,17,800/-

ददर - ४

344	323	324
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२० १५

पावती दिनांक: 18/05/2015

द. नि. सह. द. नि. वदर4 यांचे कार्यालयात

पावती:4590

अ. क्र. 3757 वर दि.18-05-2015

सादरकरणाराचे नाव: प्रज्ञा केडिया --

रोजी 3:07 म.न. वा. हजर केला.

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 6500.00

पृष्ठांची संख्या: 325

एकूण: 36500.00

दस्त हजर करणाऱ्याची सही:

ल. द. द. नि. च. क. अधीरी-२  
मह. द. य. म. नि. व. थ. क. अधीरी-२  
मुद्रा उपनगर (जिल्हा).

ल. द. द. नि. च. क. अधीरी-२  
मह. द. य. म. नि. व. थ. क. अधीरी-२  
मुद्रा उपनगर (जिल्हा).

दस्तावा प्रकार: कागरनामा

मुद्रांक शुल्क: (एक) कोणत्याही महानगरपालिकेच्या हहीत किंवा अपेक्षित असलेल्या कोणत्याही कटक क्षेत्राच्या हहीत किंवा उप-खंड (दोन) मध्ये नमूद न केलेल्या कोणत्याही नागरी अनुसार

शिक्का क्र. 1 18 / 05 / 2015 03 : 07 : 55 PM ची वेळ: (सादरीकरण)

शिक्का क्र. 2 18 / 05 / 2015 03 : 08 : 37 PM ची वेळ: (फी)



प्रतिज्ञापन

मानेदार दो नोंदणी काला १९०८ अंकित असलेल्या तरतुदीनुसारच नोंदणी  
करणे यांची करी आणि नोंदणी नागरिक निवासी, साक्षीदार ट  
लोकांनी करावली आणि नोंदणी नागरिक निवासी, साक्षीदार ट  
कायदेशीर आणि नोंदणी दस्ता निवासी या तरतुदीकालातील नोंदणी नागरिक निवासी

kochak.

लेहून देणारे

P.K.C.  
लिहून देणारे



Summary-2( दस्त गोषवारा भाग - २ )



18/05/2015 3 19:15 PM

दस्त गोषवारा भाग-2

वदर4

दस्त क्रमांक:3757/2015

दस्त क्रमांक :वदर4/3757/2015

दस्ताचा प्रकार :-करारनामा

अनु क्र. पक्षकाराचे नाव व पत्ता

1 नाव:प्रज्ञा केडिया - -

पत्ता:प्लॉट नं: -, माळा नं: 6, इमारतीचे नाव: विश्वासांती, ब्लॉक नं: जुहू कोलीवाडा, रोड नं: 30ई, आझाद रोड, सांताकूऱा प, महाराष्ट्र, मुम्बई.

पैन नंबर:ADWPK9701F

पक्षकाराचा प्रकार

लिहून घेणार

वय :-52

स्वाक्षरी:-

छायाचित्र



अंगठ्याचा ठसा



2 नाव:रस्तमजी रीयल्टी प्रा लि चे संचालक कौशिक शाह - -

पत्ता:प्लॉट नं: 702, माळा नं: 7, इमारतीचे नाव: नटराज, ब्लॉक नं: वे. एक्स. हायवे, रोड नं: एम ब्ही रोड, अंधेरी पु, महाराष्ट्र, मुम्बई.

पैन नंबर:AACCR9804N,

लिहून घेणार

वय :-44

स्वाक्षरी:-

*K.G.Shal.*



वरील दस्तऐवज करून घेणार तथाकथीत करारनामा चा दस्त ऐवज करून दिल्याचे कबुल करतात.  
शिक्का क्र.3 ची वेळ:18 / 05 / 2015 03 : 10 : 07 PM

ओळख:-

खालील इसम असे निवेदीत करतात की ते दस्तऐवज करून घेणा-यानां, व्यक्तिशः ओळखतात

अनु पक्षकाराचे नाव व पत्ता  
क्र.

बदर - ४	
व त्यांची ओळख पटवितात	
३०५५	३२८३२५



1 नाव:मंदीप गावडे - -

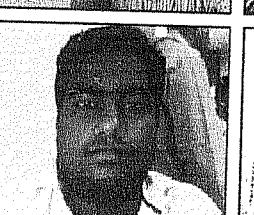
वय:32

पत्ता:702 नटराज एमब्ही रोड अंधेरी पु

पिन कोड:400069

*G*

स्वाक्षरी



*G*

स्वाक्षरी

शिक्का क्र.4 ची वेळ:18 / 05 / 2015 03 : 11 : 09 PM

शिक्का क्र.5 ची वेळ:18 / 05 / 2015 03 : 11 : 28 PM नोंदणी पुस्तक 1 मध्ये

सह दुस्यम निबंधक, अंधेरी-2

EPayment Details.



Summary-2( दस्त गोषवारा भाग - २ )

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2 MH000752128201516M

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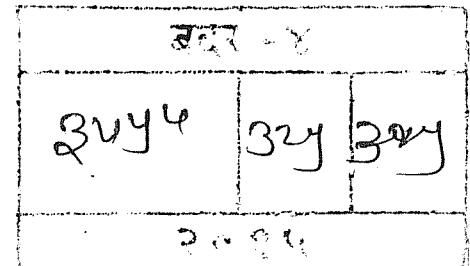
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प्रमाणित करवाकर देते हैं, वा  
दस्तावेज़ द्वारा..... 321 जारी किया गया.  
पुस्तक संख्या - १/वा-४/लाइन 3846 २०१५  
वर नंम्बर/दिनांक : ३१/८/२०१५

सह. नियम नियंत्रक, अंधेरी न.-२,  
मुंबई उपनगर जिल्हा.

Index-2( सूची - २ )



18/05/2015

सूची क्र.2

दुर्घम निवंधक : सह दु.नि. अंधेरी 2

दस्त क्रमांक : 3757/2015

नोंदणी :

Regn:63m

गावाचे नाव : 1) अंधेरी

(1)विलेखाचा प्रकार	करारनामा
(2)मोबदला	130353300
(3) बाजारभाव(भाडेपटट्याच्या वावतिनपटटाकार आकारणी देतो की पटेदार ते नमुद करावे)	60281500
(4) भू-मापन, पोटहिस्मा व घरक्रमांक (असल्यास)	1) पालिकेचे नाव: मुंबई मनपा इतर वर्णन : , इतर माहिती: सदनिका न-1102, लेव्हल- 11 वि, विंग- ई, एलीमेण्ट्स, न्यू डी. एन.नगर, अंधेरी प. मुंबई --मोवत एक वाहनतळ ( C.T.S. Number : 195 Pt ; ) इतर हक्क : 1) 262.08 चौ.मीटर पोटखराब क्षेत्र : 0 NA
(5) क्षेत्रफल	
(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुक्मनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता.	1): नाव:- रुस्तमजी रीयल्टी प्रा लि चे संचालक कौशिक शाह -- वयः-44; पत्ता:- प्लॉट नं: 702, माळा नं: 7, इमारतीचे नाव: नटराज, ब्लॉक नं: वे. एक्स. हायवे, रोड नं: एम ब्ही रोड, अंधेरी पु, महाराष्ट्र, मुम्बई. पिन कोड:-400069 पैन नं:-AACCR9804N
(8)दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुक्मनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता	1): नाव:- प्रजा केडिया -- वयः-52; पत्ता:- प्लॉट नं: -, माळा नं: 6, इमारतीचे नाव: विश्वासांती, ब्लॉक नं: जुहू कोलीवाडा, रोड नं: 30ई, आझाद रोड, मांताकूवऱ्य प, महाराष्ट्र, मुम्बई. पिन कोड:-400049 पैन नं:-ADWPK9701F
(9) दस्तऐवज करून दिल्याचा दिनांक	18/05/2015
(10)दस्त नोंदणी केल्याचा दिनांक	18/05/2015
(11)अनुक्रमांक, खंड व पृष्ठ	3757/2015
(12)बाजारभावाप्रमाणे मुद्रांक शुल्क	6517800
(13)बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14)शेरा	

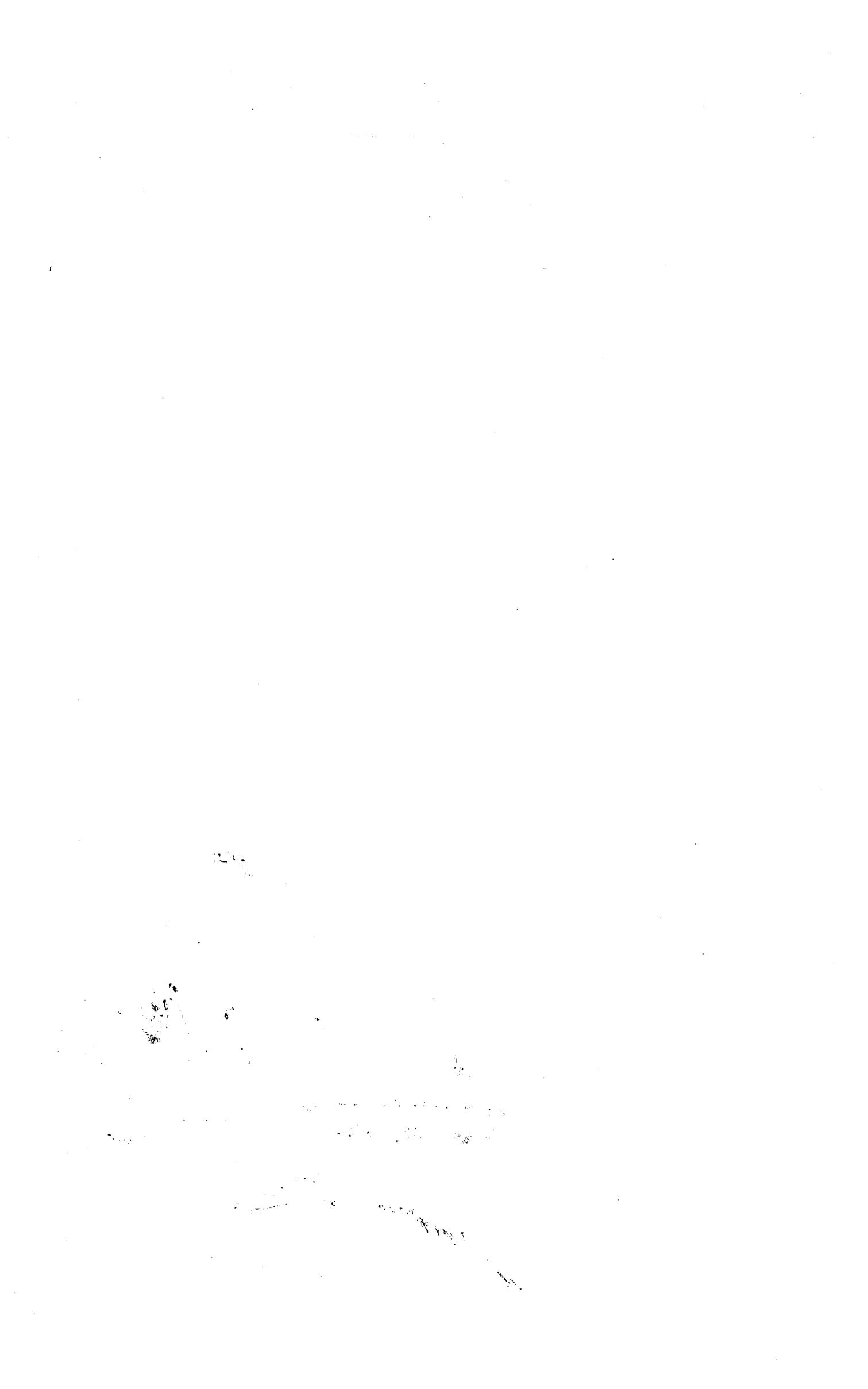
मह. दुर्घम निवंधक, अंधेरी-२  
मुंबई उपवर्ग निवंधक

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