

**IN THE MATTER OF AN ARBITRATION UNDER ARBITRATION RULES OF THE
UNITED NATIONS COMMISSION ON INTERNATIONAL TRADE LAW,
AND
AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF INDIA
AND THE GOVERNMENT OF THE UNITED ARAB EMIRATES (UAE) ON THE
PROMOTION AND PROTECTION OF INVESTMENTS**

BETWEEN

Claimants	1. Strategic Infracol Foodstuff LLC 2. The Joint Venture of Thakur Family Trust, UAE with Ace Hospitality Management DMCC, UAE
Vs.	
Respondent	Republic of India

Notice of Arbitration

8 October 2015

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NOTICE OF INTENTION TO SUBMIT TO ARBITRATION

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NOTICE OF ARBITRATION

(hereinafter called as “this Notice” or “the Notice”)

Claimants **Strategic Infrasol Foodstuff LLC** and **The Joint Venture of Thakur Family Trust, UAE** with **Ace Hospitality Management DMCC, UAE** (henceforth referred to as “**the Claimants**”) hereby declare their intention to submit to arbitration under the Arbitration Rules of the United Nations Commission on International Trade Law (henceforth referred to as “**UNCITRAL**”) the following dispute with the **Republic of India** (henceforth referred to as “**the Respondent**” or “**the Republic**”):

This is a **Notice of Intention to Submit to Arbitration** as required under Article 10(6) of the Agreement between the Government of the Republic of India and the Government of the United Arab Emirates on the Promotion and Protection of Investments (hereinafter referred to as “**the Treaty**”)

This Notice is also a **Notice to Arbitration** under Article 3 of the UNCITRAL Rules subject to the modification that the arbitration proceedings shall not commence as provided under Article 3(2) of the UNCITRAL Rules but will commence at the end of 90 (Ninety) days from the date of receipt of this Notice by the Respondent in accordance with the provisions of Article 10(7) of the Treaty.

The underlying claim is a legal dispute arising directly out of the Claimant’s investment. It is a dispute between the investors of a Contracting State (United Arab Emirates) and a Contracting State, Republic of India.

A. Summary of the Dispute

1. The Claimants worked in cooperation with and invested in a Consortium of Indian companies to acquire rights in and develop two massive real estate development projects in the city of Mumbai, Maharashtra, India. The Consortium, with financial support and intellectual inputs from the Claimants, worked for more than fifteen (15) years from 1998 onwards to remove all difficulties in the path of the said projects, which are located on government-owned lands.
2. The Consortium collaborated with SP Group, a prominent business house of India better described herein below, for financial support and for help with construction activities.
3. The SP Group betrayed The Consortium and fraudulently expropriated the rights of the Consortium by using forged documents.
4. Various organs of Republic of India actively supported the fraudulent efforts of the SP Group by believing on, relying on and acting on the forged documents provided by the SP Group ignoring the investments made by the Claimants and the Consortium.
5. Organs of Republic of India have acted, on the pretext of action against a former employee of an organ of Republic of India, to confiscate and seize all assets of the Consortium thereby making all investments by the Claimants as completely worthless.
6. The acts of Republic of India are in violation of their obligations under the Treaty.
7. This Notice seeks to convey the intention to submit and also to submit to arbitration under the UNCITRAL Rules the dispute and to seek an order from the Arbitration Tribunal asking Republic of India to either undo the damage

done to the Claimants by restoring their rights in the Two Projects or pay them appropriate and adequate reparations.

B. Brief Description of the Claimant

8. Claimant No. 1 is a limited liability company which was constituted under the laws of United Arab Emirates and was holding a Commercial License No. 618800 with Register No. 1037531. The company has been merged with Thakur Family Trust, UAE as per orders of a civil court.
9. Claimant No. 2 is a Joint Venture formed and existing under the laws of United Arab Emirates by and between the following entities of United Arab Emirates:
 - a) Thakur Family Trust, UAE (The Managing Trustee of the Trust is a resident of UAE and hence the Trust is a resident of UAE).
 - b) ACE Hospitality Management DMCC, UAE

C. Associated Enterprises of the Claimants in India

10. The Claimants were cooperating and working in close association with a Consortium consisting of the following companies / firms constituted and existing under the laws of India (hereinafter collectively referred to as "**the Consortium**"):
 1. PRS Enterprises
 2. PRS Developers
 3. Acecard Infrasol Private Limited
 4. Acecard Agro Industries Pvt. Ltd.

5. Acecard Construction Pvt. Ltd.
6. Acecard Export Pvt. Ltd.
7. Acecard Hotels and Resorts Pvt. Ltd.
8. Acecard HR Pvt. Ltd.
9. Acecard Media Pvt. Ltd.
10. Acecard Power Pvt. Ltd.
11. Acecard Reality Pvt. Ltd.
12. Acecard Trading Pvt. Ltd.
13. Ajinkaya Hotels and Resorts
14. Aishwarya Properties

All the entities which are part of the Consortium are Associated Enterprises of the Claimants as defined under the relevant laws of India and the United Arab Emirates.

D. Other Indian Companies Related to the Matter

11. **Shapoorji Pallonji And Company Private Limited**, a private limited company incorporated and existing under the laws of India, bearing CIN (Corporate Identification Number) U45200MH1943PTC003812 and having its registered office at 70 Nagindas Master Road, Fort, Mumbai – 400023, Maharashtra, India.
12. **S D Corporation Private Limited**, a private limited company incorporated and existing under the laws of India, bearing CIN U70109MH1998PTC116091 and having its registered office at 70 Nagindas Master Road, Fort, Mumbai – 400023, Maharashtra, India.

(In all transactions and documents related to the matter under discussion, the name used was **Shapoorji Pallonji And Company Limited**. However, there seems to be no company by this name in the records available for public at the website of Ministry of Corporate Affairs, Government of India. It is presumed that the name **Shapoorji Pallonji And Company Limited** was used loosely to refer to **Shapoorji Pallonji And Company Private Limited**.)

13. The above two companies (**Shapoorji Pallonji And Company Private Limited** and **S.D. Corporation Private Limited**) are related and are under the same management. The two are collectively referred to as “**the SP Group**”.

E. Brief Details of Inputs by Claimants for the Purpose of Investment

14. Claimant No. 1 transferred a sum of Rs. 160,289,215.66 (Rupees One Hundred Sixty Million Two Hundred Eighty Nine Thousands Two Hundred Fifteen and Paise sixty six only) to the bank account of Acecard Agro Industries Pvt. Ltd. on 15th July 2010. The recipient company’s account is with HSBC, Andheri Branch, Mumbai, India.
15. Claimant No. 2 provided intellectual inputs in the form of project concept, development of concept, legal support, techno-commercial advice and management advice to the Consortium. Some of the intellectual inputs provided by the Claimant No. 2 have also been documented in a patent application filed by the Claimant No. 2 before the Patent Office of India.

F. Brief Details of the Two Projects (Samata Nagar and World Trade City)

16. The Projects were planned to be developed and constructed on government lands in the city of Mumbai, Maharashtra, India.

17. Based on the innovative concepts and intellectual inputs of the Consortium it became possible to work out arrangements for freeing up the land from complex set of encumbrances including tenants and environmental regulations. Getting the tenants to agree to vacate the lands for development needed extensive work with the tenants.
18. Samata Nagar Project is on a plot of 56 acres in Kandivili, Mumbai, Maharashtra, India.
19. World Trade City Project is planned on approximately 1308 acres of land in Ghatkopar (East), Mumbai, Maharashtra, India.
20. Samata Nagar and World Trade City Project are herein below collectively referred to as “**the Two Projects**”.
21. Approximate constructed floor area to be available for The Two Projects is estimated to be 285 million sq. ft.
22. The Consortium worked on the Two Projects from 1998 onwards obtaining innumerable approvals and clearances; and most importantly getting the tenants to agree to be a part of the shared vision of the Two Projects.

G. Role of The Consortium in The Two Projects

23. The Consortium, with guidance and support from the Claimants, spent a sum of Rs. 2,586,228,468- (Rupees Two Billion Five Hundred Eighty Six Million Two Hundred Twenty Eight Thousand Four Hundred and Sixty Eight only) (Approximately USD 40 million) in addition to enormous amount of intellectual capital on creating the necessary groundwork for the Two Projects. A Chartered Accountant’s Certificate giving details of amounts spent by five (5) entities of the Consortium is enclosed as **Annexure 1**.
24. Key role played by The Consortium as formulator, conceptualizer and vital force of The Two Projects is confirmed by various representations and

applications by The Consortium and its representative to the officials of Government of Maharashtra and Government of India (**Ref. Annexure 2, 3, 4, 5 and 6**).

25. The Consortium also faced the Honourable High Court at Mumbai, India in connection with the Two Projects (**Ref. Annexure 7**).
26. Active role of The Consortium was also acknowledged by the Government of India (**Ref. Annexure 8**).
27. The fact that The Consortium was the formulator, conceptualizer and vital force of The Two Projects is also confirmed by communications of third parties acknowledging The Consortium and its representative (**Ref. Annexure 9**).
28. Notably, in a key agreement whereby the SP Group acquired rights from the leaseholder of salt pan lands (as mentioned earlier, the land belongs to Government), a representative of the Consortium is named as the “Project Coordinator” (**Clause 18.6 of Annexure 10**) proving conclusively that the Consortium was acting in a key capacity with respect to the Two Projects.
29. The Consortium’s comprehensive efforts for the Two Projects are briefly described in **Schedule A**.

H. Involvement of the SP Group as Joint Venture Partner with the Consortium and the Two Projects

30. The SP Group approached the Consortium vide letter dated 2 November 2006 expressing its interest to associate with the Consortium and thereby with the Two Projects. (**Ref. Annexure 11**)
31. After a series of long meetings between the SP Group and the Consortium, the two decided to work together as a joint venture to jointly develop the Two

Projects and share profits from the Two Projects equally. The agreement to cooperate and work as a joint venture was an oral one. Both UAE and Indian laws recognize oral contracts, agreements and commitments as legally binding.

32. As part of the oral joint venture agreement, the SP Group and the Consortium mutually decided as follows:

- a) The Consortium will continue to develop the Two Projects.
- b) The SP Group will provide finance and will be responsible for construction work related to the Two Projects.
- c) The SP Group will pay 50% (Fifty per cent) of the profits to the Consortium.

33. The evidence for the existence of the oral joint venture agreement is found in the massive (more than 50,000 pages) documentation and correspondence related to the Two Projects. The SP Group and The Consortium projected a joint image to third parties and all third parties (including existing tenants of the lands on which the Two Projects were coming up) were clearly under the impression that the two are in partnership. The following evidences, in particular, prove beyond doubt that the two parties held themselves out as joint venture partners and did acts that only joint venture partners undertake.

- a) Letter dated 2 January 2007 from an organization of the existing tenants of the land on which one of the Two Projects was coming up mentioning the SP Group as a partner of the Consortium. (**Annexure 9**)
- b) The SP Group transferred a sum of Rs. 2,586,228,468- (Rupees Two Billion Five Hundred Eighty Six Million Two Hundred Twenty Eight Thousand Four Hundred Sixty Eight only) by cheques and e-transfers

to The Consortium and to the Claimant No. 1. Details of moneys received by various entities are as follows:

Name of The Consortium Entity / Claimant No.	Amount Received Rs.
PRS Enterprises	845,000,000
Acecard Infrasol Private Ltd.	570,000,000
PRS Developers	905,525,000
Claimant No. 1	265,703,468
TOTAL	2,586,228,468

- c) Letter dated 19 February 2007 from the SP Group addressed to the tenants of the land on which one of the Two Projects was coming up had been cc marked to the Consortium (**Annexure 12**).
- d) Clause 18.6 of the Development Agreement dated 13 August 2009 (**Annexure 10**) between the Lessee of salt pan lands (key part of the lands for the Two Projects) and the SP Group mentions a key official (Mr. NJ Thakur) of the Consortium as “**Project Coordinator**”. (The salt pan lands of Mumbai are government lands which were on lease to a company of the Garodia Group. Freeing up the salt pan lands for development was made possible with inputs provided by the Claimants and the Consortium.)
- e) Letters dated 13 October 2007 and 4th June 2009 from Mr. Mahesh Garodia, Garodia Group (**Ref. Annexure 13 and 16**) addressed to the SP Group refer to discussions with a key official (Mr. NJ Thakur) of the Consortium.
- f) The MOU dated 21 December 2006 (**Ref. Annexure 14**) between Samatanagar Cooperative Housing Society Union Limited (society of the tenants of the land where one of the Two Projects were to come

up) and the SP Group has been signed by a key official (Mr. NJ Thakur) of the Consortium as authorized representative of the SP Group.

- g) A letter dated 29th October 2008 (**Ref. Annexure 15**) from M/s Pooja Associates addressed to a key official (Mr. NJ Thakur) of the Consortium refers to the SP Group as “your company”.

34. It is a well-established principle of law that if a man and woman act as husband and wife in public for a fairly long time, it is not open to one of them to deny the marital relationship at a later date pointing out lacunae in the marriage ceremony or rituals. The same principle applies in this case too. There is undeniable evidence that for more than three years the SP Group and the Consortium (represented by Mr. Nitesh J Thakur) acted and behaved as joint venture partners – a status well-recognized and accepted by various third parties.

35. It may be mentioned here that the SP Group has executed and registered the following documents for development of the Two projects:

- a) Memorandum of Understanding (MOU) with landlord of WTC Project
- b) Power of Attorney (POA) with landlord of WTC Project
- c) Development Agreement with landlord of Samata Nagar Project
- d) POA with landlord of Samata Nagar Project
- e) Development Agreement with landlord of WTC Project
- f) Company resolution for WTC Project
- g) Consent Deed for development of WTC Project

Copies of the above documents are available with the Claimants and can be produced as and when required.

I. **Betrayal and Forgeries by the SP Group**

36. As long as the Two Projects seemed distant and impossible, the Consortium and the Claimants walked the long journey alone with the SP Group playing only a marginal role in the later years. As soon as the necessary clearances were obtained and success seemed within reach, the SP Group turned greedy and fraudulently expropriated the Two Projects overthrowing the original promoters of the projects by a series of dishonest and malicious means. While this is not a forum for elaborating on the misdeeds and crimes of the SP Group, the following documents give an indication of the skullduggeries carried out by the SP Group.
- a) The SP Group has tried to portray PRS Enterprises, an entity of the Consortium, as a service provider (instead of an original promoter of the Two Projects). To achieve this dishonest and malicious objective, the SP group has created a forged document dated 16th July 2007. Just as every criminal makes some mistake or the other, the SP Group has also made the blunder of creating two versions of the same letter. The SP Group has submitted different versions of the forged document to different authorities and courts in India. Both the versions are enclosed herewith as **Annexures 17 and 18**. The difference in the two versions can be seen in clause 12 – version 2 has sub-clauses 12 (a) to (e) which are missing in version 1.
 - b) The SP Group also forged an Acceptance Letter from PRS Enterprises, an entity of the Consortium (**Ref. Annexure 19**). The Acceptance Letter is vehemently denied by PRS Enterprises.

- c) Report by Mr. Hiral A Mehta, Forensic Document Examiner, Mumbai, India about forged documents submitted by the SP Group is enclosed as **Annexure 20**.
 - d) Report by Mr. Brian Forrest, Forensic Document Examiner, Winlock, USA about forged documents submitted by the SP Group is enclosed as **Annexure 21**.
37. The above documents are not intended to conclusively prove and establish the criminality of the SP Group, since criminal investigations are beyond the jurisdiction of arbitration proceedings under UNCITRAL Rules. The purpose here is only to put on record a fact which is essential and central to the matter under discussion.
38. It may also be mentioned here that in addition to submitting forged documents, the SP Group has been giving varying and conflicting testimonies before various statutory, semi-judicial and judicial authorities of the Republic of India. A Summary of the False Testimonies given by the SP Group is given in **Schedule B**.

J. Actions by the Government of the Republic of India and by the Government of the State of Maharashtra

39. The Government of the Republic of India and the Government of the State of Maharashtra (both are organs of Republic of India and are hence hereinafter collectively referred to as "**the Republic of India**") believed in, relied on and acted on the information and statements provided by the SP Group despite massive evidence to the contrary. Various organs, agencies and arms of the Republic of India have treated the forged documents provided by the SP Group as truthful and sacrosanct while rejecting the work done by the Consortium and also overlooking the support and guidance provided by the Claimants for the Two Projects.

40. Accepting forged documents as genuine and treating the SP Group as the final word in truth despite evidence to the contrary has created conditions for the Claimants that are not in line with the international obligations of the Republic of India. Sadly, the Republic of India seemed to be working on cues from the SP Group serving their interests against all norms of behavior expected from a respected member of the comity of nations.
41. Various arms and agencies of the Republic of India have chosen to ignore the huge amount of ground work done by the Consortium (described in **Schedule A**) and only focused on the incidental aspect that a key official of the Consortium was once upon a time an employee of the Government of Maharashtra.
42. Representative of the Consortium had filed an application dated 9th June 2014 (Ref. **Annexure 22**) before the Honourable Sessions Court at Alibaug, Maharashtra, India pleading for implementation of the order no. 2576 dated 19th October 2011 of Honourable High Court, Mumbai. The respondent with regard to the said application is the State of Maharashtra. Republic of India (including State of Maharashtra and the Honourable Sessions Court at Mumbai) has failed to act on the said application and have only been delaying any decision on the same. By this action of delaying, the Republic of India has acted in violation of the principles of fair and equitable treatment and have thus colluded to deny justice to investments from the United Arab Emirates.
43. Republic of India is continuing to cooperate with and support the SP Group by allowing it to continue with development and construction work on government lands for the Two Projects. By this act of continuing to cooperate with and support the SP Group, the Republic of India has become an accomplice and co-conspirator in the wrongdoings of the SP Group.
44. Republic of India has not been consistent in its treatment of the sum of approximately Rs. 2.58 billion (approx. USD 41 million) advanced by the SP Group to the Consortium / Claimants. At times it has been treated as advance and at other times it has been treated as bribe or proceeds of crime leading to

malicious prosecution and false propaganda against the Consortium and the Claimants. Summary of Government of India's Inconsistent Positions in Relation to Project Finance Installments is enclosed as **Schedule C**.

45. The Republic of India has confiscated or seized all properties and assets (including bank accounts) of the Consortium thereby leading to a closure of all business activities of the Consortium. Copy of letter from The Kapol Cooperative Bank Limited, Mumbai dated 10th July 2015 along with Letter dated 30th June 2015 from Deputy Director, Ministry of Finance, Government of India is enclosed herewith as **Annexure 23**. The closure of business of the Consortium combined with the betrayal by the SP Group and acceptance of fraudulent actions of the SP Group as genuine by the Republic of India has rendered all investments by the Claimants in the Republic of India as completely worthless. The confiscation or seizure by the Republic of India is in violation of international treaties and is completely unwarranted and unjustified.
46. Actions of the Republic of India have delivered a massive financial loss to the nation of United Arab Emirates and have also thereby deprived the Government of the United Arab Emirates of taxation which was its rightful due. Estimates of the loss to the United Arab Emirates vary greatly. A Chartered Accountant estimated the loss at USD 9,000,000,000- (US Dollars Nine Billion only). The Claimants are of the opinion that the actual loss is much higher than the loss estimated by the Chartered Accountant. Nevertheless, the certificate of estimated loss given by the Chartered Accountant is enclosed as **Annexure 24**.
47. One of the Claimants had filed with the Government of the Republic of India a Request dated 21st May 2015 under Article 12 of the Treaty requesting for permission to enable some family members of the said Claimant to leave India. Government of the Republic of India has not even bothered to respond to or acknowledge the said request. This shows a callous attitude to obligations under international treaties.

K. Cause of Action under the Treaty & Customary International Law

48. By ignoring the aspect related to investments in the Two Projects by the companies of United Arab Emirates and by accepting forged documents as genuine, the Republic of India has denied fair and equitable treatment to investments from United Arab Emirates under the Treaty.
49. The confiscation or seizure of assets of the Consortium by the Republic of India is an act of blatant expropriation and is in gross violation of the fair and equitable treatment promised to the investments of United Arab Emirates under the Treaty.
50. The Respondent's actions described herein above have caused grave damage to the Claimants, in an amount to be established at the proper stage of this proceeding. The quantum of the damages suffered by the Claimants include, *inter alia*, the fair market value of the investments (rights in the Two Projects) of which the Claimants have been deprived, measured in accordance with the applicable legal standards.
51. The Respondent's actions described above violate its obligations related to Protection of Investments under Article 4 the Treaty read with its obligations under customary international law.
52. The Respondent's actions described above violate its obligations related to "fair and equitable treatment" of investments under Article 5(1) of the Treaty. The actions also violate the provisions of treaties with other States that are incorporated by the most-favored-nation principle of Article 5(2) of the Treaty.
53. The Respondent's actions described above have made it liable to pay Compensation for Damage or Loss as provided in Article 6 of the Treaty.
54. The Respondent's actions described above amount to "expropriation" as defined under Article 7 of the Treaty and hence violate its obligations under

Article 7 of the Treaty. The Claimants have become entitled to claim and receive “expeditious, adequate and effective compensation” from the Respondent under Article 7 of the Treaty.

55. Accordingly, the actions of the Republic of India have given rise to investment disputes as defined in Article 10 of the Treaty.

L. Pre-Arbitration Processes Required under the Treaty

56. The Claimants had served a Notice of Dispute and Request for Amicable Settlement dated 1st February 2015 as required under Article 10(4) of the Treaty to the Respondent through The Secretary, Department of Economic Affairs, Ministry of Finance and The Secretary, Department of Commerce, Ministry of Commerce and Industry with copies to various other officers of the Government of India and of Government of Maharashtra (**Ref. Annexure 25**).
57. The Respondent has not replied to the above-mentioned Notice of Dispute and Request for Amicable Settlement served upon him.
58. Since a period of six (6) months has lapsed from the date of service of Notice of Dispute and Request for Amicable Settlement, the Claimants have made a choice as required under Article 10(5) of the Treaty to submit the matter for dispute settlement under the Arbitration Rules of the United Nations Commission on International Trade Law (UNCITRAL).
59. The Claimants are not pursuing and shall not pursue in future the dispute settlement mechanisms provided in sub-clauses (a) and (c) of clause 5 of Article 10 of the Treaty. The Claimants understand and agree that the choice made by them is final and binding upon them as provided in the last paragraph of clause 5 of Article 10 of the Treaty.
60. The dispute underlying this Notice does not suffer from any of the limitations described in clause 8 of Article 10 of the Treaty.

M. Request for Relief

61. For the foregoing reasons, the Claimants hereby serve notice and demand that an Arbitration Tribunal be constituted in accordance with the UNCITRAL Arbitration Rules and Article 10 of the Treaty to resolve the dispute referred to in this Notice.
62. The Claimants respectfully request that the Honourable Arbitration Tribunal render an award in favor of the Claimants:

Declaring that the Respondent has breached the Treaty -

- i. By failing to protect the investments of the Claimants;
 - ii. By failing to provide fair and equitable treatment to the investments of the Claimants;
 - iii. By expropriating the Claimants' investments without complying with the requirements of the Treaty including payment of expeditious, adequate and effective compensation
 - iv. By supporting and helping third parties who have expropriated the investments of the Claimants using dishonest and fraudulent means
 - v. By failing to comply with its obligations under the customary international law.
63. The Claimants further respectfully request that the Honourable Arbitration Tribunal render an award in favor of the Claimants:

Declaring that the Respondent has breached customary international law -

- i. By violating the minimum standard of treatment to foreign investors;
and

- ii. By expropriating the Claimants' investments without observance of due process and payment of prompt, adequate and effective compensation; and
 - iii. By supporting and helping third parties who have expropriated the investments of the Claimants using dishonest and fraudulent means.
64. The Claimants further respectfully request that the Honourable Arbitration Tribunal render an award in favor of the Claimants ordering the Respondent as follows:
- A. To provide restitution
 - a) by the Respondent taking necessary steps against the criminal actions of the SP Group
 - b) by the Respondent taking steps to restore the rights of the Consortium and indirectly of the Claimants with respect to the Two Projects currently expropriated by the SP Group with support from the Respondent;
 - c) by releasing all assets of the Consortium confiscated or seized by any arm or agency or organ of the Republic of India.
 - B. To compensate the Claimants in respect of the floor space in the Two Projects already sold or otherwise disposed of by the SP Group;
 - C. To give to the Claimants compensation for the damage and loss suffered by them;
 - D. To pay the Claimants prompt, adequate and effective compensation and reparation in accordance with the Treaty and customary international law for the damage and losses suffered by them due to confiscation and seizing of the assets of the Consortium and also due to expropriation of the rights of the Consortium and the Claimants by

the SP Group with active support of various organs of the Republic of India;

- E. To pay the Claimants compound interest on the compensation and reparation in accordance with the applicable law and to gross up on any taxes that may be imposed by the Respondent affecting such compensation or reparation;
- F. To pay to the Claimants all costs and expenses of this arbitration proceeding, including the fees and expenses of the tribunal and the cost of legal representation, plus interest thereon in accordance with the applicable law;
- G. To pay to the Claimants compound interest on all compensatory damages / reparation payments from the date of each breach to the date of issuance of the award and the post-award compound interest on all amounts awarded from the date of the award to the date of the payment;
- H. Any other or additional relief that may be fair and equitable or just and proper.

N. Request for Interim Relief

65. The Claimants most respectfully request that the Honourable Arbitration Tribunal kindly order the following interim relief so as to prevent the arbitration proceedings from becoming futile:

- A. The Respondent be ordered to put on hold all actions and activities (including, construction, land development work, sale / lease / bookings of floor space etc.) related to the Two Projects being carried out currently by the SP Group till the decision of the Honourable Arbitration Tribunal;

- B. The Respondent be ordered to put on hold all rights acquired by any third parties from the SP group in respect of the Two Projects till a final decision is arrived at by the Honourable Tribunal.
- C. The Respondent be ordered to initiate and carry out criminal investigations by a top-level agency of the Government of the Republic of India under the joint supervision of a senior officer of Government of the Republic of India and a senior officer of the Government of the United Arab Emirates into the alleged forgeries and other criminal acts of the SP Group;
- D. The Respondent be ordered to release all assets of any or all members of the Consortium seized by one or the other organ of the Respondent;
- E. Any other interim relief that may appear to be fair and equitable.

O. Representation, Appointment of Arbitrator and Other Related Matters

- 66. The Claimants will appoint their arbitrator within sixty (60) days of the end of ninety (90) days period from the date of receipt of this Notice by the Respondent as provided in clause 7(a) of Article 10 of the Treaty.
- 67. The Claimants propose that the seat of arbitration be the city of London located in United Kingdom of Great Britain and Northern Ireland.
- 68. The Claimants further propose that the arbitration be held at London Court of International Arbitration, London, UK as per UNCITRAL Rules.
- 69. The Claimants propose that the language of arbitration be English.
- 70. The Claimants are represented in this arbitration proceedings by their advocates, Anil Chawla Law Associates LLP, MF-104, Ajay Tower, E5/1

(Commercial), Arera Colony, Bhopal – 462016 (MP), India. Copies of letters authorizing their representation are enclosed as **Annexures 26 and 27**.

71. As required under Article 2 of the UNCITRAL Transparency Rules in Treaty-based Investor-State Arbitration, a copy of this Notice is being communicated to the Repository referred to in Article 8 of the said rules. In other words, this Notice is a public document and will not be treated as a confidential document.

Most respectfully submitted

For The Claimants
Anil Chawla Law Associates LLP

Date: 8 October 2015

Brief Details of the Comprehensive Efforts Put Up By the Consortium

The Consortium directed its energies towards every aspect of the Two Projects, including logistics, infrastructure, consensus-building, public relations, government relations and regulatory compliance.

The Consortium efforts include the following:

Visionary Urban Planning – The Consortium, with guidance from the Claimants, identified the most viable land parcels for development, performing surveys to assess commercial potential and producing compelling concept design portfolios outlining a plan for the future.

Strategic Planning – The Consortium, with guidance from the Claimants, thought creatively to bring the grand vision of the Two Projects into being and devised strategies for obtaining the necessary clearances and approvals from political, administrative and judicial authorities while simultaneously earning the support of influential commercial and community interest groups and stakeholders.

Community Outreach – The Consortium, with guidance from the Claimants, even took the extremely laborious step of approaching and interviewing thousands of individual tenants residing in the areas targeted for development, obtaining their consents for the Two Projects.

Real Property Development – The Consortium, with guidance from the Claimants, facilitated the formation of local tenant associations, societies, and federations; and negotiated the terms of development agreements with owners, tenants, landlords, developers with pre-existing rights on colonies, as well as slum-dwellers (with illegal structures but with some possessory rights under applicable law of the land).

Government Relations – The Consortium, with guidance from the Claimants, approached the political leadership of Government of Maharashtra and key departments of the Government of Maharashtra including the Slum Rehabilitation Authority (SRA), Maharashtra Housing And Area Development Authority (MHADA), the Forest Department, the Housing Department, the Urban Development Department for carrying out the lengthy, complex process of securing large number of clearances required to move the Two Projects forward. In addition, the Consortium, with guidance from the Claimants, approached Brihanmumbai Municipal Corporation (Municipal Corporation of Mumbai) and the Ministry of Urban Development, Government of India in Delhi.

Regulatory Compliance – The Consortium, with guidance from the Claimants, liaised with key government authorities and, after submitting thousands of filings and other legally-required documents and forms, secured nearly 300 administrative clearances and dozens of central cabinet and state cabinet decisions that were essential for the Two Project's to take off.

Judicial Relations – Similarly, the Consortium, with guidance from the Claimants, employed a large number of lawyers who worked tirelessly to secure all judicial clearances necessary for taking the Two Projects forward.

Real Property Title Management – The Consortium, with guidance from the Claimants, also managed due recording of ownership and lease title documents in the government records system; fixation of boundaries of plots to protect against encroachments, and demolition of large number of encroachments on plots. After a long process, the Consortium succeeded in securing peaceful possessions of the lands to be developed as part of the Two Projects.

Logistic and Financial Project Management – The Consortium, with guidance from the Claimants, prepared reports for costs and assessed commercial viability of the Two Projects at each phase.

Marketing – The Consortium, with guidance from the Claimants, prepared and executed marketing strategies for approaching and convincing buyers (including in relation to Clubhouse Properties and commercial properties).

International Supply Chain Management – The Consortium, with guidance from the Claimants, prepared and executed strategies that leveraged NGOs (Non-Government Organizations) and Tenant societies to export foodstuff and coir products abroad (as part of a strategy to generate long term employment for the Tenants of the Tenant societies). It may be mentioned here that most of the tenants are poor persons and ensuring employment for them was an integral and innovative part of the Two Projects.

Social Welfare Programs – One of the most important and unique features of the Two Projects was the Consortium's sustained commitment to the people of lesser means whose lives might otherwise have been disrupted and adversely affected by the development program. In this regard, the Consortium, with guidance from the Claimants, prepared and coordinated self-help groups to aid in control and management of Tenant migration to transit camps and, ultimately, new residences; identified and executed strategies to provide subsidized education for children of Tenants; and made arrangements for temporary relocation and, after that, new, permanent homesteads for Tenants.

Public Relations – The Consortium, with guidance from the Claimants, developed and executed public relations campaigns for the Two Projects through the media and other outlets; arranged Tenant groups' meetings to explain and coordinate the master plan for the Two Projects and its execution; arranged visits to other successful development projects; arranged and finalized rehabilitation plans for various Tenant groups; arranged cultural programs for the repair of Tenants' homes, offices, and shops; and laid the groundwork for educational infrastructure for the benefit of Tenants, including a sizeable expense of over Rs. 500 million to Kalyani Education Private Limited and Kalyani Charitable Trust to construct a school and a college in Nashik.

Project Infrastructure – The Consortium, with guidance from the Claimants, identified and acquired temporary residential facilities and hotels for Tenants as well as staff of the Two Projects (resulting in significant cost-savings for staff); excavated and prepared the Two Projects sites; installed electricity and utilities; installed permanent offices for on-site staff and necessary utilities; secured the perimeters of development plots; and arranged for police protection as appropriate.

The Consortium's wide-ranging efforts to prepare the Two Projects for development were both time-consuming and extremely costly. The costs incurred by the Consortium have been duly recorded in systematic accounts maintained by the Consortium and have been duly audited by a Chartered Accountant.

Result of the Consortium's Efforts

The Consortium's fifteen+ years of non-stop efforts, with guidance from the Claimants, on the Two Projects eventually yielded a staggering in-principle approval for creation of constructed floor space measuring approximately 270,000,000 (Two Hundred Seventy Million) square feet. It may be mentioned here that due to the efforts of the Consortium and the guidance of the Claimants, the World Trade City Project's Floor Space Index (FSI) increased from 1.33 to 4, and the Samata Nagar Project's FSI increased from 1.33 to 2.5.

The Consortium's patent-pending Redevelopment Strategy has a potential to upgrade a total of 60,000 Tenants from unsafe housing in MHADA colonies at the Two Projects to 15,000 clean, safe and modern units in the Two Projects.

In addition, under the Two Projects, the Consortium has promised to give to the Government of Maharashtra more than 152,000 free housing units. The government will allot and distribute these 152,000 units, at its discretion, to those adversely affected by government projects in Maharashtra (e.g., slum dwellers, etc.).

Summary of SP Group’s False Testimonies Regarding Backdated Land Acquisition Letter

The Consortium and the SP Group had formed a Joint Venture Partnership for development of the Two Projects. The SP Group subsequently denied the Joint Venture Partnership, falsely claiming that SP Group instead forwarded Project Finance Installments to the Consortium for “*acquisition of land*”, pursuant to a (backdated and forged) land purchase agreement.

Subject / Issue	Service Tax Department Investigation (2010)	Income Tax Department Investigation (2010)	SPCL’s Lawsuit (2011)
Does any written “Land Acquisition Agreement” exist?	Yes, we have a written agreement but No, written acknowledgement	No written agreement (and No written acknowledgement)	Yes, we have a written agreement, and Yes we have a written acknowledgement
Who is counterpart to “Land Acquisition Agreement”?	Nitish Thakur, not Nilesh Thakur	Nilesh Thakur, not Nitish Thakur	Nilesh Thakur, not Nitish Thakur
What is status of “Land Acquisition” services?	As of April 2010, SPCL is “not aware”	As of December 2010, “we are following up with them on a regular basis”	In March 2010, we claim that PRS Enterprises confessed to us that it misappropriated funds
Was land purchased?	Yes, one lot	No	No, we claim that PRS Enterprises acquired but failed to transfer certain “immovable properties”
Are any “charges” payable for “Land Acquisition” services?	Yes, Rs.2,700,000,000 (Rs. 3,000,000 per acre), per written	No : “no charges are paid or payable” [i.e., PRS Enterprises	Yes, Rs.2,700,000,000 (with handwriting noting Rs. 3,000,000

	agreement	apparently working for free]; no written agreement	per acre), per written agreement
Does “Land Acquisition Agreement” prohibit PRS Enterprises from assigning work to third party?	No, there is no clause prohibiting assignment	(N/A because SPCL denied existence of written letter or written agreement)	Yes, clause 12(e) prohibits assignment (Note that SPCL swapped a new page 4 into this document)

Note: Documents to show the above different testimonies are available with the Claimants and can be submitted to the concerned authorities as and when required. The said documents are not being enclosed for the sake of brevity.

**Summary of Government of India's Inconsistent Positions In Relation To
Project Finance Installments**

Different organs of the Government of Republic of India have been investigating and persecuting the Consortium. These different organs of the Government of Republic of India have often taken contradictory, illogical and inconsistent positions with regards to various issues. The positions taken by different organs of the Government of Republic of India have resulted in expropriation of the Consortium assets and denial of fair and equitable treatment to the Claimants leading to enormous loss to the United Arab Emirates.

Year	Department /Agency/ Organ of the Government of India	Conclusion of Investigation	Action	Effect on the Consortium and the Projects
2010	Service Tax Department	SP Group paid Project Finance Installments to the Consortium for services provided by the Consortium to the SP Group	The Consortium's bank accounts temporarily frozen and service tax of Rs. 400 million assessed	Rate of the Project progress slowed
2010	Income Tax Department	No definitive position taken but tax penalty nonetheless assessed	Income tax of Rs. 800 million assessed and the Consortium's bank accounts debited	The Consortium's assets subject to lien, but the Projects otherwise moving forward
2011 +	Mumbai Police Crime Branch (MPCB)	The SP Group paid Project Finance Installments to the Consortium for purchase of land but the Consortium purchased land in its	The Consortium's bank accounts frozen, and the Consortium's principal (Nitish Thakur) falsely imprisoned for 4 months. MPCB subsequently admits that Abdul Ghani	The Consortium's assets temporarily frozen and the Project progress

		name, and not in the SP Group's name	Mestri passed away in 1990	temporarily stalled
2012 +	Anti-Corruption Bureau	Project Finance Installments paid by the SP Group to the Consortium constitutes a bribe	The Consortium's bank accounts and assets seized and / or frozen. The Consortium's principal (Nitish Thakur) imprisoned a second time for 2 months	The Consortium's assets indefinitely frozen and the Project progress halted
2013 +	Directorate of Enforcement	The Consortium's assets constitute unjust enrichment / proceeds of crime	The Consortium's bank account and assets frozen	The Consortium's assets indefinitely frozen and the Project progress halted

Note: Documents to show the above changing positions by different organs of the Republic of India are available with the Claimants and can be submitted to the concerned authorities as and when required. The said documents are not being enclosed for the sake of brevity.

List of Annexures

Annexure No.	Date	Description of Document	From Page No.	To Page No.
1		Chartered Accountant's Certificate giving details of investments made by different entities of The Consortium	36	36
2	7-Mar-2010	The Consortium's Submission to Ministry of Commerce & Industry, Government of India regarding World Trade City Centre	37	38
3	7-Mar-2010	The Consortium's Submission to Ministry of Urban Development, Government of India regarding World Trade City	39	40
4	15-Jul-2010	The Consortium's Submission to Chief Minister and other officials of Government of Maharashtra	41	42
5	22-Sep-2010	The Consortium's Submission to Chief Minister and other officials of Government of Maharashtra for utilizing salt pan lands	43	49
6	2-Nov-2010	The Consortium's Submission to Chief Minister and other officials of Government of Maharashtra regarding sanction of scheme for utilization of salt pan lands	50	56

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7	21-Jan-2011	Writ Petition for Mangrove lands filed by The Consortium	57	100
8	2-Jul-2010	Letter from Ministry of Urban Development, Government of India in response to representations by Advocate Mrs. Sangita Mahesh Manjrekar, counsel for The Consortium	101	103
9	2-Jan-2007	Letter from Samatanagar Cooperative Housing Society Union Limited granting rights to The Consortium in partnership with the SP Group	104	105
10	13-Aug-2009	Development Agreement between the Lessee of salt pan lands and the SP Group	106	132
11	2-Nov-2006	Offer Letter from the SP Group addressed to the Consortium expressing desire to associate with the Consortium	133	133
12	19-Feb-2007	Letter from the SP Group addressed to Samatanagar Cooperative Housing Society Union Limited with cc marked to a member of the Consortium	134	134

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13	13-Oct-2007	Letter from Mr. Mahesh Goradia, Garodia Group referring to discussions with an official of the Consortium	135	135
14	21-Dec-2006	MOU between Samatanagar Cooperative Housing Society Union Limited and the SP Group signed by Mr. Thakur on behalf of the SP Group	136	138
15	29-Oct-2008	Letter from Pooja Associates addressed to the Consortium referring to the SP Group	139	140
16	4-Jun-2009	Letter from Mr. Mahesh Goradia, Garodia Group addressed to the SP Group referring to discussions with an official of the Consortium	141	141
17	16-Jul-2007	Version 1 of Letter purportedly written by the SP Group to the Consortium	142	146
18	16-Jul-2007	Version 2 of Letter purportedly written by the SP Group to the Consortium	147	151
19	19-Jul-2007	Forged Acceptance Letter said to have been issued by the Consortium to the SP Group	152	152

Annexure No.	Date	Description of Document	From Page No.	To Page No.
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21	25-Aug-2015	Report by Mr. Brian Forrest, Forensic Document Examiner, Winlock, USA about forged documents submitted by the SP Group	173	177
22	9-Jun-2014	Application by a Representative of the Consortium before the Honourable Sessions Court at Mumbai, India for implementation of order of Honourable High Court, Mumbai	178	181
23	10-Jul-2015	Letter from The Kapol Cooperative Bank Limited along with Order dated 30th June 2015 from Deputy Director, Ministry of Finance, Government of India	182	184
24	-	Certificate by Chartered Accountant Sajeetha B	185	185
25	1-Feb-2015	Notice of Dispute and Request for Amicable Settlement	186	352
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Annexure No.	Date	Description of Document	From Page No.	To Page No.
27		Authorization of representation by Claimant No. 2	354	354
