

20 May 2016

To,
The Republic of India
Through:

1. **The Secretary,**
Department of Economic Affairs,
Ministry of Finance,
Government of India,
North Block,
New Delhi – 110 001, INDIA
Phone: 011-2309 2810 / 2309 2510

2. **The Secretary,**
Department of Commerce,
Ministry of Commerce and Industry,
Government of India,
Udyog Bhawan,
New Delhi 110 107, INDIA
Phone: 011-23062261

Sub.: Second Notice of Intent to Submit to Arbitration and Notice to 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

Sir / Madam,

Kindly find enclosed herewith Second Notice of Intent to Submit to Arbitration and Notice to 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.

The Second Notice is being submitted by us on behalf of the following Claimants from UAE:

1. Strategic Infrasol Foodstuff LLC
2. The Joint Venture of Thakur Family Trust, UAE with Ace Hospitality Management DMCC, UAE

The Second Notice is in continuation of the Notice of Intent to Submit to Arbitration and Notice to Arbitration dated 8 October 2015 submitted by the Claimants. This Second Notice is also in continuation of the Notice of Dispute dated 1 February 2015 submitted by Ahmed Law Firm, United States of America (enclosed as Annexure 25).

In the enclosed Second Notice we have proposed arbitration under UNCITRAL Rules at London, United Kingdom.

Kindly take the enclosed Second Notice on record.

We look forward to hearing from you regarding further steps related to constitution of Arbitration Tribunal.

Thanks & regards,

For **Anil Chawla Law Associates LLP**



Yogita Pant
Advocate
Partner

Enclosed: as above with Annexures 28 to 30

C.C.:

1. UNCITRAL Secretariat (Transparency Registry), Vienna International Centre, P.O. Box 500, A-1400 Vienna, Austria; E-mail: Transparency.Registry@uncitral.org
2. The Embassy Of The United Arab Emirates, 12, Chandragupta Marg, Chanakyapuri, New Delhi - 110 021 (INDIA) Phone: 011-26111111
3. The Competent Officer, BIPA, Government of UAE, Abu Dhabi
4. The Chief Secretary, Government of Maharashtra, Mantralaya, Madam Kama Road, Nariman point, Hutatma Rajguru Chowk, Mumbai, Maharashtra 400032, India
5. The Principal Secretary, Department of Housing, Mantralaya, Madam Kama Road, Nariman point, Hutatma Rajguru Chowk, Mumbai, Maharashtra 400032, India
6. The Municipal Commissioner, The Municipal Corporation of Greater Mumbai, Mumbai, Maharashtra – 400 001, India
7. Maharashtra Housing and Area Development Authority, Grihanirman Bhavan, Kalanagar, Bandra (East), Mumbai, Maharashtra – 400051, India
8. Samta Nagar Cooperative Housing Societies Union Limited, 25/486, Vishwadarshan, Samta Nagar, Kandivili (East), Mumbai, Maharashtra – 400 101, India
9. The Claimants, 601, Winchester Apartment, Winchester Grand, Mankhool Road, Dubai, P.O.Box No-29016, United Arab Emirates
E-mail thakurfamilytrust21@gmail.com

**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
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Vs.

Respondent	Republic of India
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Second Notice of Arbitration

Issued on 20th May 2016
in Continuation of Notice of Arbitration dated 8 October 2015

Counsel for the Claimants:
Anil Chawla
Yogita Pant

Anil Chawla Law Associates LLP
MF-104, Ajay Tower,
E5/1 (Commercial), Arera Colony,
Bhopal – 462 016 (MP) INDIA

anil@indialegalthelp.com
Tel. (91)-9425009280

SECOND NOTICE OF INTENTION TO SUBMIT TO ARBITRATION

&

NOTICE OF ARBITRATION

(hereinafter called as

“this Second Notice” or “the Second Notice”)

in continuation to

NOTICE OF INTENTION TO SUBMIT TO ARBITRATION

&

NOTICE OF ARBITRATION

dated 8th October 2015

(hereinafter called as **“the Arbitration Notice” or “the Notice of Arbitration”**)

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 reconfirm and reissue the Notice of Arbitration which had stated their intention to submit to arbitration under the Arbitration Rules of the United Nations Commission on International Trade Law (henceforth referred to as **“UNCITRAL”**) a dispute with the **Republic of India** (henceforth referred to as **“the Respondent”** or **“the Republic”**):

The Second Notice of Arbitration 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 Second Notice of Arbitration hereby serves **Notice to Arbitration** under Article 3 of the UNCITRAL Rules subject to the modification that the arbitration proceedings are to not commence as provided under Article 3(2) of the UNCITRAL Rules but are

to commence at the end of 90 (Ninety) days from the date of receipt of this Second 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 Claimants' investment. It is a dispute between the investors of a Contracting State (United Arab Emirates) and the other Contracting State, Republic of India.

In particular and without any loss of effectiveness of the contents, the Claimants hereby reconfirm, reassert and reissue the contents of sections A to L (both sections included) and of the paragraphs 1-60 (both paragraphs included) of the Notice of Arbitration. The Claimants also reiterate and once again most humbly and respectfully demand the Request for Reliefs contained in section M (paragraphs 61-64, both included) and Request for Interim Reliefs contained in section N (paragraph 65). The contents of paragraph 66 under section O are hereby modified as given herein below. The contents of paragraph 67-71 (both included) under section O are hereby reconfirmed, reasserted and reissued without any modifications. Schedules A, B and C of the Notice of Arbitration are also hereby reconfirmed, reasserted and reissued. Annexures 1 to 27 (both included) enclosed with the Notice of Arbitration are also reconfirmed, reasserted and reissued. It is requested that paragraphs 1-60 (both included), paragraphs 61-71 (both included), the Schedules and the Annexures of the Notice of Arbitration be considered as integral part of this Second Notice.

The Claimants have issued the following Notices to the Respondent after issue of Notice of Arbitration:

- A. Notice dated 8th December 2015 issued by the Claimants regarding application of UNCITRAL Rules on Transparency in Treaty-based Investor-State Arbitration (**Annexure 28**)
- B. Notice dated 12th January 2016 issued by the Claimants regarding original documents in possession of the Investor and their associates (**Annexure 29**).

The Claimants have received the following communications from the Respondent or organs of the Respondent after issue of Notice of Arbitration.

- i. Letter dated 31st March 2016 from Deputy Chief Engineer (Building Proposal), Western Suburbs – II, Brihanmumbai Mahanagarpalika, Thakur Complex, Kandivali (E), Mumbai – 400 101 (**Annexure 30**).

The Claimants request that the above-mentioned Annexures 28, 29 and 30 be included as part of this Second Notice along with, in continuation of and on par with other Annexures submitted earlier with the Notice of Arbitration.

In addition to the parts of the Notice of Arbitration that have been included to be integral part of this Second Notice, the Claimants hereby serve notice on the Respondent and additionally state as follows:

1. The underlying dispute as stated in the Notice of Arbitration remains unresolved to the date of this Second Notice of Arbitration.
2. The Respondent has not responded to the Notice of Arbitration. Failure to respond to the Notice of Arbitration within 30 (thirty) days of receipt of the Notice of Arbitration is a violation of Article 4 (1) of the UNCITRAL Arbitration Rules as revised in 2010.
3. By committing a violation of the UNCITRAL Arbitration Rules the Republic of India has acted in a manner that is further violation of the “*fair and equitable treatment*” guaranteed to the investors of UAE under Article 5(1) of the Treaty.
4. Republic of India has also not replied to the Notice dated 8th December 2015 regarding application of UNCITRAL Rules on Transparency in Treaty-based Investor-State Arbitration (**Annexure 28**). By ignoring to reply to a mandatory notice under The UNCITRAL Rules on Transparency in Treaty-based Investor-State Arbitration, the Respondent has once again acted in a manner that is further violation of the “*fair and equitable treatment*” guaranteed to the investors of UAE under Article 5(1) of the Treaty.

5. Respondent has chosen to reply to the Claimants Notice dated 12th January 2016 (**Annexure 29**) by the letter dated 31st March 2016 (**Annexure 30**) sent by an organ of the Respondent. In the said letter dated 31st March 2016 the Respondent has relied on a letter submitted on 25th February 2016 by Samata Nagar Cooperative Housing Society Limited (hereinafter referred to as “**SNCHS**”) without verifying or confirming in any way the contents of the letter submitted by SNCHS. The said letter of SNCHS contradicts the stand taken by the Claimants in their Notice dated 12th January 2016 (**Annexure 29**). Faced with two opposite assertions, the principles of justice as well as of fair and equitable treatment demand that the matter be referred to an investigative and / or adjudicatory body to determine the truth. Strangely, the organ of Republic of India (and hence, the Republic of India) decided to treat the assertion made by a domestic entity (SNCHS) as reliable while rejecting outright, without any investigation, the claims of the Claimants. This is a clear and blatant denial of the “*fair and equitable treatment*” guaranteed to the investors of UAE under Article 5(1) of the Treaty.
6. It may be mentioned here that the stand taken by the organ of Republic of India vide letter dated 31st March 2016 (**Annexure 30**) is in contradiction to the views / stands taken by other organs of the Republic of India in the past. Contradictory approaches by different organs of the Republic of India on the same matter amounts to denial of the “*fair and equitable treatment*” guaranteed to the investors of UAE under Article 5(1) of the Treaty.
7. The Claimants had asserted vide their Notice dated 12th January 2016 (**Annexure 29**) that they and / or their Associated Enterprises in India are in possession of original copies of key documents in relation to the Two Projects (defined in the Notice of Arbitration) and that the SP Group (defined in the Notice of Arbitration) was trying to submit forged versions / unauthorized copies of one or more of the said documents to organs of Republic of India. This allegation of forgery and related criminal actions was a serious one and principles of justice as well as of fair and equitable treatment dictate that any allegations of criminal actions should be investigated by appropriate investigative agencies of the country where the crime is alleged to have been

committed. This fundamental principle of investigation of allegations of criminal acts is the essential foundation of “*favorable environment for investments*” that the Republic of India is committed to provide to investors of UAE in terms of Article 4(4) of the Treaty. By not investigating the allegations of forgery and criminal actions levied by the Claimants and by blindly relying on contradictory assertions by a domestic entity, the Republic of India has denied to the investors of UAE the “*favorable environment for investments*” that was assured to the investors by Article 4(4) of the Treaty.

8. The assertion of the Claimants that they are in possession of some original documents is something that could well have been verified by the Republic of India by deputing appropriately authorized officer(s) / investigative agency. The Republic of India has neither approached the Claimants about the matter nor informed the Claimants about authorization of any officer(s) / investigative agency in this connection. This clearly shows that the Republic of India treats investors of UAE in a most shabby manner which is not in line with the established principles of treatment of international investors. The shabby treatment accorded by the Republic of India in the matter is a clear and blatant violation of the assurances provided by the Republic of India in Articles 4(4) and 5(1) of the Treaty as well as of customary international law.
9. It was alleged in paragraph 48 (reconfirmed vide this Second Notice) of Notice of Arbitration that Republic of India has denied fair and equitable treatment to investors from United Arab Emirates by accepting forged documents as genuine. By accepting the contentions of SNCHS without any investigation or verification while simultaneously denying the original documents in possession of the Claimants, the Republic of India has once again denied fair and equitable treatment to investors from United Arab Emirates. This is a gross violation of the assurance contained in Article 5(1) of the Treaty that the treatment which India accords to investors of UAE shall not be less favorable than that which it accords to its own investors.
10. 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**). The Claimants are not serving a fresh Notice of Dispute and Request for Amicable Settlement under Article 10(4) of the Treaty since the subject matter underlying the dispute referred to in this Second Notice is largely the same (except the additional causes of action mentioned hereinabove). If the Respondent communicates to the Claimants within 30 (thirty) days of the receipt of this Second Notice that a fresh Notice of Dispute and Request for Amicable Settlement be served under Article 10(4) of the Treaty, the Claimants shall do the same. However, if the Claimants do not hear from the Respondent within the time specified as above, the Claimants shall presume that this Second Notice of Arbitration is duly accepted by the Respondent without any need of fresh Notice of Dispute and Request for Amicable Settlement under Article 10(4) of the Treaty.

11. The Claimants hereby reassert that they 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).
12. 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 Second Notice by the Respondent as provided in clause 7(a) of Article 10 of the Treaty.

A. Request for Relief

13. For the foregoing reasons and also the reasons contained in the Notice of Arbitration, 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 Second Notice read with the Notice of Arbitration.

14. 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.
15. 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.

16. 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.

B. Request for Interim Relief

- 17. 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. An investigative agency of third country (other than India and the UAE) be assigned the job to investigate the accusations of criminal nature including the ones related to use of forged documents alleged by the

Claimants with costs of such investigation to be borne initially in equal proportion by the Claimants and the Respondent and subsequently as per the decision of the Honourable Arbitration Tribunal; **OR** 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.

C. Representation, Appointment of Arbitrator and Other Related Matters

- 18. 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 Second Notice by the Respondent as provided in clause 7(a) of Article 10 of the Treaty.
- 19. The Claimants propose that the seat of arbitration be the city of London located in United Kingdom of Great Britain and Northern Ireland.
- 20. The Claimants further propose that the arbitration be held at London Court of International Arbitration, London, UK as per UNCITRAL Rules.
- 21. The Claimants propose that the language of arbitration be English.
- 22. 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 were enclosed as **Annexures 26 and 27** with the Notice of Arbitration.

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

Most respectfully submitted

A handwritten signature in black ink, appearing to read 'Anil Chawla', written in a cursive style.

For The Claimants
Anil Chawla Law Associates LLP

Date: 20 May 2016

List of Annexures
In Addition to The Ones Submitted With The Notice of Arbitration

Annexure No.	Date	Description of Document	No. of Pages
28	8 December 2015	Claimants Notice regarding application of UNCITRAL Rules on Transparency in Treaty-based Investor-State Arbitration	2
29	12 January 2016	Claimants Notice regarding original documents in possession of the Investor and their associates	10
30	31 st March 2016	Letter from Deputy Chief Engineer (Building Proposal), Western Suburbs – II, Brihanmumbai Mahanagarpalika, Mumbai	4

Note: Annexures 1 to 27 (both included) submitted with Notice of Arbitration are included as integral part of this Second Notice.

8 December 2015

To,
The Republic of India
Through:

1. **The Secretary,**
Department of Economic Affairs,
Ministry of Finance,
Government of India,
North Block,
New Delhi – 110 001, INDIA
Phone: 011-2309 2810 / 2309 2510

2. **The Secretary,**
Department of Commerce,
Ministry of Commerce and Industry,
Government of India,
Udyog Bhawan,
New Delhi 110 107, INDIA
Phone: 011-23062261

**Sub.: Notice regarding application of UNCITRAL Rules on Transparency in
Treaty-based Investor-State Arbitration**

Sir / Madam,

This is with reference to the Notice Of Intention To Submit To Arbitration & Notice Of Arbitration dated 8th October 2015 sent to you by us on behalf of 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**”).

The Claimants have agreed to the application of The UNCITRAL Rules on Transparency in Treaty-based Investor-State Arbitration (hereinafter referred to as “**Rules on Transparency**”) in respect to the arbitration matter related to the Notice

dated 8th October 2015 (hereinafter referred to as “**the Arbitration Matter**”) and have informed UNCITRAL Secretariat accordingly.

We hereby serve notice on you to kindly let us (and the UNCITRAL Secretariat) know whether you agree to the application of Rules on Transparency in relation to the Arbitration Matter.

Thanks & regards,

For **Anil Chawla Law Associates LLP**



Yogita Pant
Advocate
Partner

c.c.:

1. UNCITRAL Secretariat (Transparency Registry), Vienna International Centre, P.O. Box 500, A-1400 Vienna, Austria; E-mail: Transparency.Registry@uncitral.org
2. The Embassy Of The United Arab Emirates,
12, Chandragupta Marg, Chanakyapuri,
New Delhi - 110 021 (INDIA)
Phone: 011-26111111
3. The Claimants, 601, Winchester Apartment, Winchester Grand, Mankhool Road,
Dubai, P.O.Box No-29016, United Arab Emirates
E-mail thakurfamilytrust21@gmail.com

By Speed Post

12 January 2016

To,
The Republic of India
Through:

1. **The Secretary,**
Department of Economic Affairs,
Ministry of Finance,
Government of India,
North Block,
New Delhi – 110 001, INDIA
Phone: 011-2309 2810 / 2309 2510
2. **The Secretary,**
Department of Commerce,
Ministry of Commerce and Industry,
Government of India,
Udyog Bhawan,
New Delhi 110 107, INDIA
Phone: 011-23062261

Ref.: Notice of Arbitration dated 8th October 2015 under India-UAE BIPA

Sub.: Notice regarding original documents in possession of the Investor and their associates

Sir / Madam,

This is with reference to the Notice Of Intention To Submit To Arbitration & Notice Of Arbitration dated 8th October 2015 (henceforth referred to as “**Notice of Arbitration**”) sent to you by us on behalf of 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**”).

We hereby serve notice that the Claimants and / or their Associated Enterprises in India (referred to as “**the Consortium**” in the Notice of Arbitration) are in possession

of original copies of the documents mentioned in Annexure hereto in relation to the Two Projects (defined in the Notice of Arbitration).

It has come to our notice that the SP Group (defined in the Notice of Arbitration) has been trying to submit (or has submitted) forged versions / unauthorized copies of one or more of the said documents to organs of Republic of India including departments of Government of Maharashtra and also offices of Municipal Corporation of Greater Mumbai and Maharashtra Housing and Area Development Authority.

We hereby serve notice to deny and revoke any permission(s) or approval(s) or clearance(s) or assistance in relation to the Two Projects to the SP Group for which the application or request submitted by the SP Group relies on or has relied on any of the documents (either in original or by way of copies) listed in Annexure hereto.

Any fresh / continuing grant of permission(s) or approval(s) or clearance(s) or assistance in relation to the Two Projects to the SP Group in contravention of the above notice will amount to a continuing and further denial of fair and equitable treatment (in addition to the ones described in Notice of Arbitration) to the investors of United Arab Emirates as guaranteed under 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. Republic of India will be solely responsible and liable for any such contravention.

This Notice is in addition to and is supplementary to the Notice of Arbitration. This Notice, like the Notice of Arbitration, is a public document and is not confidential.

Thanks & regards,

For **Anil Chawla Law Associates LLP**



Yogita Pant
Advocate
Partner

C.C.:

1. UNCITRAL Secretariat (Transparency Registry), Vienna International Centre, P.O. Box 500, A-1400 Vienna, Austria; E-mail: Transparency.Registry@uncitral.org
2. The Embassy Of The United Arab Emirates, 12, Chandragupta Marg, Chanakyapuri, New Delhi - 110 021 (INDIA) Phone: 011-26111111
3. The Chief Secretary, Government of Maharashtra, Mantralaya, Madam Kama Road, Nariman point, Hutatma Rajguru Chowk, Mumbai, Maharashtra 400032, India
4. The Principal Secretary, Department of Housing, Mantralaya, Madam Kama Road, Nariman point, Hutatma Rajguru Chowk, Mumbai, Maharashtra 400032, India
5. The Municipal Commissioner, The Municipal Corporation of Greater Mumbai, Mumbai, Maharashtra – 400 001, India
6. Maharashtra Housing and Area Development Authority, Grihanirman Bhavan, Kalanagar, Bandra (East), Mumbai, Maharashtra – 400051, India
7. Samta Nagar Cooperative Housing Societies Union Limited, 25/486, Vishwadarshan, Samta Nagar, Kandivili (East), Mumbai, Maharashtra – 400 101, India
8. The Claimants, 601, Winchester Apartment, Winchester Grand, Mankhool Road, Dubai, P.O.Box No-29016, United Arab Emirates
E-mail thakurfamilytrust21@gmail.com

Annexure

List of Original Documents
in Possession of the Claimants and / or the Consortium

S. No.	Date of Document	Description of Document
1	2 Nov 2006	Offer letter from SD Corporation to PRS Enterprises
2	19 Feb 2007	Development Agreement between SD Corporation and Samata Nagar Federation
3	19 Feb 2007	General Power of Attorney given to SD Corporation by Samata Nagar Federation
4	19 Feb 2007	Letter of confirmation by Shapoorji Pallonji Co. Ltd. (SPCL) to Samata Nagar Federation stating that SD corporation is associate company of SPCL.
5	9 Mar 2007	Leave and License Agreement of Samata Nagar site office in the name of Thakur Family Trust
6	29 Mar 2007	FSI payment receipt no. 310987 of MHADA for Samata Nagar redevelopment project
7	27 Sep 2007	FSI payment receipt no. 312648 of MHADA for Samata Nagar redevelopment project
8	27 Sep 2007	FSI payment receipt no. 312647 of MHADA for Samata Nagar redevelopment project

S. No.	Date of Document	Description of Document
9	28 Sep 2007	FSI payment receipt no. 312654 of MHADA for Samata Nagar redevelopment project
10	28 Sep 2007	FSI payment receipt no. 312655 of MHADA for Samata Nagar redevelopment project
11	4 Oct 2007	FSI payment receipt no. 312687 of MHADA for Samata Nagar redevelopment project
12	13 Oct 2007	Letter from original leaseholder of World Trade City project, Mr. Garodia to SPCL regarding preparation of draft agreement
13	13 Oct 2007	Letter from original leaseholder of World Trade City project, Mr. Garodia to SPCL regarding preparation of draft agreement
14	2 Nov 2007	Reminder letter from original leaseholder of World Trade City project, Mr. Garodia to SPCL regarding preparation of draft agreement
15	10 Dec 2007	Transit camp NOC from MHADA to Samata Nagar Federation
16	11 Jan 2008	Letter of acknowledgement from original leaseholder of World Trade City project, Mr. Garodia to SPCL for payment of Rs.30.50 crores bearing cheque no. 280051

S. No.	Date of Document	Description of Document
17	11 Jan 2008	Letter of acknowledgement from original leaseholder of World Trade City project Mr. Garodia to SPCL for payment of Rs.30.50 crores bearing cheque no. 280049
18	28 Jan 2008	FSI payment receipt no. 332099 of MHADA for Samata Nagar redevelopment project
19	22 Feb 2008	Offer letter from MHADA to Samata Nagar Federation for Integrated Redevelopment of Samata Nagar project
20	27 Feb 2008	FSI payment receipt no. 332300 of MHADA for Samata Nagar redevelopment project
21	27 Feb 2008	FSI payment receipt no. 332301 of MHADA for Samata Nagar redevelopment project
22	29 Feb 2008	NOC from MHADA for Integrated redevelopment of Samata Nagar project
23	25 Mar 2008	Quotation and receipt from Victory container service to Thakur Family Trust for installation of site office at Samata Nagar project
24	27 Mar 2008	General Power of Attorney from Surya Roshni Ltd. to Thakur Family Trust for construction of club house on their land for the use of Samata Nagar and World Trade City project
25	27 Mar 2008	Possession letter and Sale Deed between Thakur Family Trust and Surya Roshni Ltd.

S. No.	Date of Document	Description of Document
26	15 May 2008	Registration Receipt and General Power of Attorney from Surya Roshni Ltd. to Thakur Family Trust
27	11 Jun 2008	Letter of acknowledgement given by the original leaseholder of World Trade City project to SPCL for Rs. 30.50 crores
28	19 Jun 2008	Original commencement certificate of Samata Nagar project, issued by Brihan Mumbai Mahanagarpalika to architect of Thakur Family Trust which includes original construction drawings passed by Executive Engineer - Building Proposal of Brihan Mumbai Mahanagarpalika
29	11 Jul 2008	Letter from Minister of State Revenue, Mr. Rajendra Shingne to Shapoorji Pallonji Mistry for Samata Nagar and World Trade City project
30	13 Aug 2008	Letter of Intent (LOI) for World Trade City project issued by Urban Development Department, Government of Maharashtra, Mantralaya, Mumbai
31	29 Sep 2008	Offer letter from Department of Urban Development, Government of Maharashtra, Mantralaya, Mumbai to original leaseholder of World Trade City project for submission of proposal of World Trade City project
32	29 Oct 2008	Original letter from previous developer of World Trade City project M/S Pooja Associate written to Thakur Family Trust for payment of initial agreement money Rs. 31 lakhs

S. No.	Date of Document	Description of Document
33	3 Nov 2008	Letter from SD corporation to Thakur Family Trust asking for NOC to appoint their architect in place of architect appointed by Thakur Family Trust
34	6 Nov 2008	Letter from Samata Nagar Federation to Thakur Family Trust for annual general meeting
35	15 Nov 2008	Offer letter from MHADA to Samata Nagar Federation asking for deposit of Rs. 130 crores towards FSI payment for entire Samata Nagar layout of 56 acres (1 crore FSI)
36	7 Jan 2009	MOU with tenants for proposed club house for the use of projects
37	26 Jan 2009	Draft of Consent Deed approved by SPCL for World Trade City Project
38	4 Jun 2009	Letter from original leaseholder of World Trade City project to SPCL for CRZ land in project
39	11 Jun 2009	FSI confirmation order from MHADA for Samata Nagar redevelopment project (FSI 1 crore)
40	11 Jun 2009	Letter from Samata Nagar Federation to MHADA for FSI calculation
41	12 Jun 2009	Letter from original leaseholder of World Trade City project to SPCL regarding finalization of Development Agreement

S. No.	Date of Document	Description of Document
42	15 Jun 2009	Letter from original leaseholder of World Trade City project to Shapoorji Pallonji Mistry for non-payment of dues as per MOU
43	16 Jul 2009	Letter from architect of Thakur Family Trust M/s Designers Point to SPCL about confirmation of FSI for Samata Nagar project
44	3 Aug 2009	Copy of cheque no. 243848 for Rs. 20 crores issued to Acecard Infracol Pvt. Ltd. for World Trade City project and Samata Nagar project
45	3 Aug 2009	Copy of cheque no. 243849 for Rs. 120 crores issued to original leaseholder of World Trade City project
46	3 Aug 2009	Copy of cheque no. 243850 for Rs. 80 crores issued to original leaseholder of World Trade City project
47	3 Aug 2008	Declaration submitted by SPCL to Collector of Stamps Kurla for World Trade City project
48	3 Aug 2009	Power of Attorney submitted by SPCL to Collector of Stamps office Kurla for World Trade City project
49	2 Jul 2010	Order from Ministry of Urban Development, Government of India, to Acecard Infracol Pvt. Ltd. regarding World Trade City project

S. No.	Date of Document	Description of Document
50	1 Jan 2011	Letter from Forest Department, Government of Maharashtra, Borivali, Mumbai to accountant of Thakur Family Trust regarding forest stay on Samata Nagar project
51	5 Feb 2011	Application for patent rights and copyrights for World Trade City project made to the Controller of Patents, Mumbai
52	18 Aug 2011	Letter from Kalyani Charitable Trust to Thakur Family Trust for release of Rs. 100 crores for construction of school building at Nashik for the use of tenants from Samata Nagar project and World Trade City project

BRIHANMUMBAI MAHANAGARPALIKA

Dy.Ch.E. (B.P.) 10455 W.S./P&R

"By Regd. Post"

31 MAR 2016

Dy.Ch.Eng.B.P.(W.S.)-II

'C' Wing, 2nd floor, Municipal Office Bldg.,

Near Sanskruti Complex,

Thakur Complex, Kandivali (E),

Mumbai - 400 101.

Phone No.28543407 /28543408(FAX)

To,
M/s. Anil Chawla Law Associates LLP,
Business Lawyers & Strategic Advisors,
MF-104 Ajay Tower,
F-55 (Commercial),
Arera Colony,
Bhopal - 462 016.

Sub: Development of land bearing CTS No. 837 to 840
of Village Poisar, Samata Nagar in MHADA layout
Kandivali (E)

Ref: Your letter dt. 12.01.2016 addressed to Secretary -
Dept. of Economic Affairs, Govt. of India & Secretary -
Dept. of Commerce, Govt. of India, with a copy
addressed to Hon. M.C. submitted on 14.01.2016.

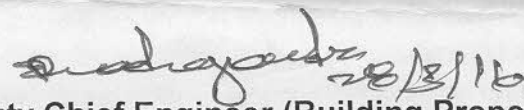
Sir,

Please refer to your above referred letter.

The development on the land mentioned in the subject cited above, is being carried out by Samata Nagar Co-op. Hsg. Soc. Union Ltd. as per NOC granted by MHADA. Your above referred letter was therefore forwarded to Samata Nagar Co-op. Hsg. Soc. Union Ltd. for clarification. The self-explanatory clarification received from Samata Nagar Co-op. Hsg. Soc. Union Ltd. submitted on 25.02.2016 is enclosed herewith for your record.

In view of the same, the request made by you is hereby disposed off.

Yours faithfully,


Deputy Chief Engineer (Building Proposal)
Western Suburbs-II



समता नगर को.आँप. हौ. सोसायटीज युनियन लिमिटेड

(नोंदणी क्रमांक : BOM / W-R / HSG (OH) / 3246 / 1987 / 88)

पत्रव्यवहाराचा पत्ता : इमारत क्र. १९डी/३०४, समता नगर, कांदिवली (पूर्व), मुंबई-४०० १०१.

श्री. अशोक वा. सावंत (माजी नगरसेवक) **श्री. घुनाथ चां. चौधरी** **श्री. किशोर ज. तांबे**

अध्यक्ष

सचिव

खजिनदार

सदस्य : श्री. बळीराम चं. भोसले, श्री. प्रमोद द. सरफरे, श्री. दिलीप सुर्वे, श्री. महेश म्हापणकर, श्री. राजेंद्र शेवडे, सौ. पुनम कोरगांवकर, सौ. प्रफुल्ला नाझरेथ

जावक क्र. :

To,
The Dy. Chief Engineer (BP), WS -
Municipal Bldg. C Wing, 2nd Floor,
Near Sanskruti Complex,
Opp. St. Lawrence High School,
90 ft D.P. Road, Thakur Complex,
Kandivali (East), Mumbai - 400 101

उपग्र मुख अभियंता
समाप्त प्रस्ताव प.उ.-२.
पी डी कार चांवे कम्युनिसि
मुंबई-४०० १०१
25 FEB 2016
10455
उप.न/हस/ स.उ.-२पी/आर

दिनांक : 03/02/16
S.E. Srin Ghade
Yours please
E.F. (B.P.) W.S.
A.E. (S.P.) W.S. R/S
S.E. (B.P.) W.S. → Chaudhari
A.O./H.C. (B.P.)/III
For Furthure Necessary action & Report F
Dy.ch.E.(B.P.)W.S/E (B.P.)W.S/AE (B.P.)W.S/AE
29/02/16
24/02/16
26/2/16

Sir,

Ref: 1) your letter u/r. No. Dy. Ch. E. (BP) MG-C-230 WS/P&R dated 03/02/2016

2) Letter from M/s. Anil Chawla, Law Associates LLP dtd 12/01/2016 addressed to The Secretary, Dept. of Economic Affairs and Dept. Of Commerce, Govt. of India

This is in reference to your letter dated 03/02/2016 addressed to us enclosing therewith a copy of letter dated 12/01/2016 sent by M/s. Anil Chawla on behalf of their clients Strategic Infracol Foodstuff LLC and The Joint venture of Thakur family Trust, UAE with Ace Hospitality Management DMCC, UAE.

In reply to the contentions in the letter under reference 2 above, we submit as under:

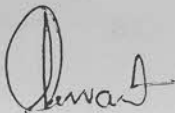
- 1) At the outset we would restrict our response to the contentions relating to the rehabilitation project being implemented by us at Samata Nagar Colony. We deny all the contentions cum statements and averments in the said letter under reference No.2 as the same are baseless since there are no documents in support thereof.
- 2) Though it is in our knowledge that the notice as stated therein has been served on us, the said notice is based on incorrect and misleading facts and the appropriate Government Authorities are in the process of responding to the same. We deny that Strategic Infracol Foodstuff LLC and The Joint Venture of Thakur Family Trust, UAE with Ace Hospitality Management DMCC, UAE, referred to as the claimants have entered into any arrangement with us in relation to the Samata Nagar Project. The documents pertaining to various Authorities listed in the Annexure to the said letter are in public domain and therefore, need no explanation. However, all the other private documents mentioned in the said Annexure attributed to us are false and hence we deny the existence of such documents. The request in the said letter under reference 2 cannot be entertained as the same is based on fake and false documents.


- 3) We deny that the original copies of the documents mentioned in the Annexure to the letter under reference 2 are in possession of their client. In fact all the related documents pertaining to the said project are in our possession being the NOC holder.
- 4) The allegations made in the said letter are baseless and without any substance. Since all the original documents are in our possession, the question of submission of forged version/unauthorized copies of any documents to any concerned authorities does not arise.
- 5) Further and foremost, since there is no privity of contract of whatsoever nature between us and the clients of the said law firm, they are not entitled to raise any sort of objections in respect of the said project.

In view thereof the said letter under reference should not be entertained and hence should be discarded.

Yours truly,

For Samata Nagar CHS Union Ltd.


Chairman


Secretary



By Regd. A.D.
By Speed Post
By Hand Delivery

BRIHANMUMBAI MAHANAGARPALIKA

MGE-236
Dy.Ch.E. (B.P.) _____ W.S. / P&R

ISSUED 3 FEB 2016

Office of the,
Dy. Ch. Engineer (Bldg.Prop.)W.S.-II
Municipal Bldg. C-Wing, 2nd floor,
Near Sanskruti Complex,
Opp. St. Lawrence High School,
90 ft. D.P. Road, Thakur Complex,
Kandivali (E), Mumbai-400 101.
Tel. No.28543407/28543408 (Fax)

To,
The Secretary,
Samata Nagar Co-op. Hsg. Soc. Union Ltd.,
Bldg. No. 19, D-304, Samata Nagar,
Kandivali (E),
Mumbai - 400 101.

Sub: Development on land bearing CTS No. 837 to 840
of Village Poisar in Samata Nagar Layout in Kandivali (E).

Ref: Letter from M/s. Anil Chawla Law Associates LLP dt.
12.01.2016 addressed to the Secretary, Dept. of
Economic Affairs and Dept. of Commerce, Govt. of India,
with a copy addressed to Hon. M.C. and yourself.

Sir,


Please find enclosed herewith a copy of the above referred letter, the same is
also marked to you by the Author of the letter, M/s. Anil Chawla Law Associates,
LLP. The contents of the same are self-explanatory.

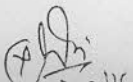
You are therefore hereby requested to submit clarification regarding the
claims made by the Author of the letter referred above.

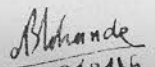
Your clarification should reach this office within one week from the date of
receipt hereof.


Acc: As above.

Yours faithfully,


Deputy Chief Engineer (Building Proposal)
Western Suburbs-II


02/02/16
SECBP
R/S


21/2/16
AECBP
R/S Ward


02/02/16
EECBP
/c