

To: Executive Secretary, The Inspection Panel  
1818 H Street, NW, Washington, DC 20433, USA  
Fax No. 202-522-0916; or c/o the appropriate World  
Bank Country Office

1. We are three brothers Deepak Mehta, Ambrish Mehta and Hinesh Mehta live in the area known as Mumbai (Powai IIT Maingate).

2. We have suffered in MUDP J.V.L.R. Phase II for plot no. 102, TRIVENI BHUVAN C.T.S. No. 13/12 to 13/15, 13/17 to 13/21 and 13(B) Admeasuring about 775 sq. yards at A.S. Marg, Powai, Mumbai 400076 located in India (Mumbai)

3. From 2004 we are communicating with MMRDA regarding the above address but I am not getting any satisfactory result. I am the owner of above property. In 2006 without informing me they gave an alternate to all my tenants and in top of that they came to demolish my structure. Then I went to the court for justice and there I have spend a huge amount of money in court with the lawyers, senior lawyers. It is because of the court I have got my stay order. I have done lots of struggle in these 2yrs. I have been torched physically, mentally and financially. MMRDA is only and only responsible for this. I have been writing letters from 2004 - till date to them regarding this matter, still they gave alternate to my tenants without informing me. They ignored all our letters. Recently in April 2009 I received a phone call from MMRDA for negotiation. Our property matter is already in court still they called me for negotiation. I agreed for the negotiation. I accepted their proposal and then chief R and R told me to give the accepted proposal on stamp paper. After that I gave the proposal on 11th May 2009. On 12th May 2009 I received a letter from MMRDA in that it was written that I have to first demolish my structure and then they will give the alternate. Now how is this possible. Already I have my court stay. I gave reply letter on 14th May 2009 in that I have written that give me allotment letter, possession and registration document and then I will withdraw my case from court and then they can demolish my structure. Either I told them that we shall draw up consent terms setting out of the agreed terms and the same shall be filled before the court. But they did not agree with all of this. They are telling first demolish the structure and after that we will give u the compensation. This is against R & R policy. I went personally to meet additional commissioner and he told me you write letters to world bank then take the compensation also from world bank only. I write emails to world bank because world bank finances the project. For all PAP (project affected people) World bank is the support. World bank is my guardian. I will still continue to write letters to world bank.

4. a) According to Revised Implementation Manual chapter no 14. The Land acquisition paragraph no 13 private land is not been observed.

b) Chapter no 14 paragraph no 19. The Land acquisition Act 1894. I should have received land acquisition notice U/S 125 of maharashtra Regional and town planning act 1966 but they sent me land acquisition notice U/S 32(1) MMRDA Act 1974. There is lot of difference in compensation of both policy. I have discussed about this with social development officer Shri Satayan Mishra and he also agreed with this and I received a mail also. But results are nothing. MMRDA has still not cancelled the notice.





SV No. 207  
MAHARASHTRA  
29 APR 2009  
Officer

श्रीमता स्टीमनरी वर्ड, क्लिन व. १,  
१४४, एम. जी. रोड, एरस्तोमध्ये गंधार्व, साका चौक  
मुंबई-२३.

BV 049803

परवानाधारक मुद्रांक विक्रेता  
परवाना क्रमांक नं. २०७

11 MAY 2009

7128

Amrisha Mehta

*[Signature]*

SMT. T. S. SAWANT

Received on 11/1/00  
*[Signature]*

1. SHRI DEEPAK CHAMPAKLAL MEHTA,
  2. SHRI AMBRISH CHAMPAKLAL MEHTA
  3. SHRI HINESH CHAMPAKLAL MEHTA
- 403, Brindavan Co-operative Housing Society,  
Ltd., I.I.T. Main Gate, Powai, Mumbai- 400 076.

Date : 11<sup>th</sup> June, 2009.

To,  
The Chief R & R,  
Mumbai Metropolitan Region Development Authority,  
Bandra Kurla Complex, Bandra(East),  
Mumbai - 400 051.

Sub : MUTP: Proceedings for acquiring of part of the Land  
for MUTP J.V.L.R. Phase II for Plot No.102, Triveni  
Bhavan, C.T.S. No.13/12 to 13/21 & 13(b) situated in  
The Gandhi Nagar Plan within the Revenue Village of  
Tirandaz, Taluka Kurla, A.S.Marg, Powai,  
Mumbai - 400 076.

We, 1.SHRI DEEPAK CHAMPAKLAL MEHTA, 2.SHRI AMBRISH CHAMPAKLAL MEHTA and 3.SHRI HINESH CHAMPAKLAL MEHTA all adults of Mumbai, Indian Inhabitants having their address at 403, Brindavan Co-operative Housing Society Ltd., I.I.T. Main Gate, Powai, Mumbai - 400 076 have to state as under: -

1. We are the owners of the property i.e. a piece and parcel of land bearing Plot No.102 of Section "C", bearing Survey No.33(Part) and C.T.S. No.13/12 to 13/15 & 13/17 to 13/21 & 13(b) situated in the Gandhi Nagar Plan within the Revenue Village of Tirandaz, Taluka Kurla, Powai, Mumbai - 400 076 (hereinafter referred to as the said Plot of Land).

2. We say that out of the aforesaid Plot of Land a part of the land, which was demarcated, was to be acquired by the M.M.R.D.A., for the purpose of widening of Jogeshwari - Vikhroli Link Road, under the Mumbai Urban Transport Project.

3. We say that in the aforesaid matter, as the MMRDA was carrying out acquisition of the said demarcated plot, out of our said Plot of Land, without following the due process of law, we had filed proceeding in the Hon'ble City Civil Court bearing S.C.Suit No.1054 of 2007 seeking permanent injunction restraining the M.M.R.D.A. their servants, agents, representatives and/or any other person/s claiming through them from dispossessing and/or disturbing the Plaintiffs' ( i.e. 1.SHRI DEEPAK CHAMPAKLAL MEHTA, 2.SHRI AMBRISH CHAMPAKLAL MEHTA and 3.SHRI HINESH CHAMPAKLAL MEHTA ) possession of the said Plot of Land being piece and parcel of land bearing Plot No.102 of Section "C", bearing Survey No.33(Part) and C.T.S. No.13/12 to 13/21 & 13(b) situated in the Gandhi Nagar Plan within the Revenue Village of Tirandaz, Taluka Kurla, Powai, Mumbai - 400 076 and taking any action of demolition and/or removal of the structures situated in the said Plot of Land, save and except by following due process of law.

4. We say that in the aforesaid matter in an Appeal from Order No.1252 of 2008 filed in Hon'ble High Court statement was made by the Advocate appearing on your behalf that our possession with respect to the said Plot of Land will not be disturbed, except by due process of Law.

5. We say that on 8<sup>th</sup> April, 2009 one of us namely Ambrish Champaklal Mehta received phone call from your office requesting for negotiating in the aforesaid matter and for settlement of the aforesaid matter.

6. We say that accordingly, the said Ambrish Champaklal Mehta on 8<sup>th</sup>, 9<sup>th</sup> & 10<sup>th</sup> April, 2009 visited your office and had detailed discussion with you, in connection with the aforesaid matter. We say that in the said meeting a proposal was put by you stating that in lieu of our area which has been demarcated by the M.M.R.D.A. for acquisition, the M.M.R.D.A. will be granting us 2 residential flats admeasuring 225 sq.ft. (carpet area) at Garodia Nagar, Ghatkopar (East) and another 2 residential flats

admeasuring 225 sq. fts. (carpet area) at Majas Colony on Jogeshwari Vikhroli Link Road, and four (4) commercial galas in Powai Plaza, each gala admeasuring 225 sq. fts. (carpet area). We further say that we were also asked to select four(4) galas out of six (6) galas which was reserved for us by the M.M.R.D.A. in the said Powai Plaza, Near Hiranandani, Powai.

7. We further say that thereafter we were asked to meet one Shri. Milind Mhaskar, Project Director and Additional Commissioner, M.M.R.D.A. for finalizing the terms of the said Proposal given by the M.M.R.D.A. as mentioned in the aforesaid paragraph. Accordingly we met the Project Director and Additional Commissioner, M.M.R.D.A. on 14<sup>th</sup> April, 2008 and had discussion with respect to the said proposal submitted by M.M.R.D.A. who asked us to finalize the terms in accordance with the said proposal submitted by the M.M.R.D.A.

8. We say that we had detailed discussion within ourselves and have finally decided to accept the proposal put forward by the M.M.R.D.A.


9. We say that accordingly on 8<sup>th</sup> May, 2009, one of us namely Ambrish Mehta visited your office and personally informed you about the acceptance of the proposal as mentioned in paragraph 6 above. We say that you have requested us to give the acceptance of the said proposal in writing.

10. We say that acceptance of the above said proposal is without prejudice to our rights and contentions. In case these negotiations fail, we reserve the right to continue the aforesaid proceedings and any initiate any other proceeding to protect our rights, which is permissible in law. We further say that, if the negotiations between us succeed, then we shall draw up consent terms setting out the agreed terms and the same shall be filed before the Hon'ble City Civil Court in S.C Suit NO. 1054 of 2007.

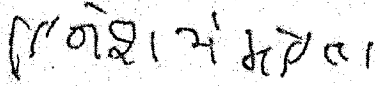
11. We therefore, without prejudice to our rights and contentions in the aforesaid matter, say that we hereby accept your proposal of allotment of 2 residential flats admeasuring 225 sq.fts. (carpet area) at Garodia Nagar, Ghatkopar (East) and another 2 residential flats admeasuring 225 sq.fts.(carpet area) at Majas Colony Jogeshwari Vikhroli Link Road and 4 commercial galas admeasuring 225 sq.fts. (carpet area) each gala out of 6 galas which was reserved for us by the M.M.R.D.A. in the said Powai Plaza, Near Hiranandani, Powai and accordingly we have selected Gala nos.222, 223 and 284 on the 2<sup>nd</sup> floor of Powai Plaza and Gala No.331 on the 3<sup>rd</sup> floor of Powai Plaza, Near Hiranandani, Powai.

12. We therefore request you to kindly issue allotment letter with respect to 2 residential flats admeasuring 225 sq.fts.(carpet area) at Garodia Nagar, Ghatkopar (East) and another 2 residential flats admeasuring 225 sq.fts.(carpet area) at Majas Colony Jogeshwari Vikhroli Link Road and 4 commercial galas admeasuring 225 sq.fts. (carpet area)each gala being Gala nos. 222, 223, and 284 on the 2<sup>nd</sup> floor of Powai Plaza and Gala No.331 on the 3<sup>rd</sup> floor of Powai Plaza, Near Hiranandani, Powai, at the earliest.

Yours faithfully,

  
1.SHRI DEEPAK CHAMPAKLAL MEHTA,

  
2.SHRI AMBRISH CHAMPAKLAL MEHTA

  
3.SHRI HINESH CHAMPAKLAL MEHTA

## CC:

1. The Commissioner,  
M.M.R.D.A.  
Bandra Kurla Complex,  
Bandra (East), Mumbai- 400 051.
2. Addl. Commissioner,  
M.M.R.D.A.  
Bandra Kurla Complex,  
Bandra (East), Mumbai- 400 051.
3. Deputy Secretary of  
Urban Development Department,  
Mantralaya, Govt. of Maharashtra.
4. Hubert Nove-Josserand,  
Task Team Leader MUTP,  
The World Bank.
5. Shri. Satya N. Mishra,  
Social Development Specialist,  
The World Bank, New Delhi-110 003.



1.SHRI DEEPAK CHAMPAKLAL MEHTA,  
2.SHRI AMBRISH CHAMPAKLAL MEHTA  
3.SHRI HINESH CHAMPAKLAL MEHTA  
403, Brindavan Co-operative Housing Society,  
Ltd., I.I.T. Main Gate, Powai, Mumbai- 400 076.

Date : 14<sup>th</sup> May, 2009.

To,  
The Chief R & R,  
Mumbai Metropolitan Region Development Authority,  
Bandra Kurla Complex, Bandra(East),  
Mumbai – 400 051.

Sub : MUTP: Proceedings for acquiring of part of the Land  
for MUTP J.V.L.R. Phase II for Plot No.102, Triveni  
Bhavan, C.T.S. No.13/12 to 13/21 & 13(b) situated in  
The Gandhi Nagar Plan within the Revenue Village of  
Tirandaz, Taluka Kurla, A.S.Marg, Powai,  
Mumbai – 400 076.

Reference:- 1)Our Acceptance of Your Proposal on Stamp Paper  
dated 11<sup>th</sup> May, 2009 (Wrongly Dated:-11<sup>th</sup> June,  
2009).

2) Your Letter dated 12<sup>th</sup> May, 2009

We, 1. SHRI DEEPAK CHAMPAKLAL MEHTA, 2. SHRI  
AMBRISH CHAMPAKLAL MEHTA and 3. SHRI HINESH  
CHAMPAKLAL MEHTA all Adults of Mumbai, Indian Inhabitants having  
their address at 403, Brindavan Co-operative Housing Society Ltd., I.I.T.  
Main Gate, Powai, Mumbai – 400 076 have to state as under: -

1. We have received your aforesaid letter dated 12.5.2009 and are very  
much surprised to note the contents thereof.

2. We wish to bring it to your notice that it was as per your instruction  
that we had given the said letter dated 11.5.2009 on stamp paper of  
Rs.100/- and we were not instructed that it should be signed by any  
authority. However if you insist, we are ready to submit a fresh letter of  
acceptance duly notarized.

3. We further wish to say and clarify that our said proposal, as per your request is not at all conditional. We further say that we had specifically agreed that the moment the possession of the said 4 commercial galas and the said 4 residential flats as stated in our said letter dated 11<sup>th</sup> May, 2009 is given to us by you, the said structure on our land could be demolished by you. It was further agreed between us that you would be entering into a registered agreement in respect of the said 4 commercial galas and the said 4 residential premises.

4. We further say that infact it is only at this juncture that you have put a rather difficult condition of demolition of the said structure prior to the granting of the compensatory benefits to us.

5. We say that we will be unable to comply with your said requirement, as the same is very unreasonable and more particularly under the circumstances that your Advocate appearing in the Hon'ble High Court had made a categorical statement that our possession will not be disturbed, except by due process of law. It is therefore really surprising that you are putting a condition of demolition of the said structure on our land before granting compensatory benefits, which is contrary to the said statement made in the Hon'ble High Court.

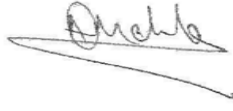
6. We would like to bring it to your notice that it was only taking into consideration the nature of project (i.e. JVLR-II) that we agreed to your proposal of 4 commercial galas and 4 residential premises by way of compensation for our land which is affected by the said JVLR-II Scheme, inspite of the fact that the same was very much lower than what we had actually demanded. We further say that it was only with a view to settle the aforesaid matter, we had acceded to your aforesaid proposal, but now by putting a rather difficult condition, you have made the settlement of the aforesaid matter difficult.

7. With prejudice to our rights and contentions as more particularly stated in our said letter dated 11<sup>th</sup> May, 2009 we hereby finally request you to abide by your said proposal of granting 4 commercial galas and 4 residential premises to us by way of compensation for our land affected by JVLR-II. Also please note that the said structure on our said land will not be dismantled/demolished unless we receive our compensation as mentioned aforesaid.

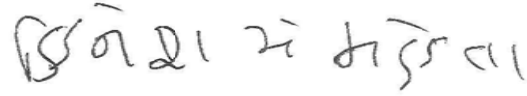
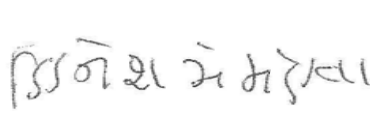
Yours faithfully,



1.SHRI DEEPAK CHAMPAKLAL MEHTA,



2.SHRI AMBRISH CHAMPAKLAL MEHTA



3.SHRI HINESH CHAMPAKLAL MEHTA

Encl: Copy of your letter dated 12<sup>th</sup> May 2009 bearing Ref.No.MUTP/R & R/JVLR-II/216/2009.

CC:

1. The Commissioner,  
M.M.R.D.A.  
Bandra Kurla Complex,  
Bandra (East), Mumbai- 400 051.
2. Addl. Commissioner,  
M.M.R.D.A.  
Bandra Kurla Complex,  
Bandra (East), Mumbai- 400 051.
3. Secretary of Urban Development Department  
Mantralaya, Govt. of Maharashtra.

4. Deputy Secretary of  
Urban Development Department,  
Mantralaya, Govt. of Maharashtra.
5. Hubert Nove-Josserand,  
Task Team Leader MUTP,  
The World Bank.
5. Shri. Satya N. Mishra,  
Social Development Specialist,  
The World Bank, New Delhi-110 003.



# MUMBAI METROPOLITAN REGION DEVELOPMENT AUTHORITY

## मुंबई महानगर प्रदेश विकास प्राधिकरण

No. MUTP/R & R/JVLR-II/ 216 /2009

Dated : 12<sup>TH</sup> May, 2009

To,

1. Shri. Deepak Champaklal Mehta
  2. Shri. Ambrish Champaklal Mehta
  3. Shri. Hinesh Champaklal Mehta
- 403, Brindavan Co-operative Housing Society Ltd.,  
I.I.T. Main Gate, Powai,  
Mumbai- 400 072.

**Sub :- MUTP- acquisition of part of land of Plot No. 102, Triveni Bhavan, CTS No. 13/12 to 13/21 and 13(b) in Powai, Village Tirandaz, Taluka Kurla.**

Sir,

The undersigned is in receipt of your letter 11<sup>th</sup> May, 2009. The said letter is given on Bond Paper of Rs.100/-. The same is not signed by any authority. In this regard, I would like to inform you that your proposal put forward through your letter is rather difficult to accept which is conditional.

You are requested to dismantle the structure located on your land under reference as discussed with you and come forward to accept the compensatory benefits in lieu of your affected land by JVLR-II. If you do not come forward within 7 days from receipt of this letter by dismantling the subject structure under question affected by JVLR-II, your request of any nature in this regards will not be entertained by this office which you should note.

Your faithfully,

Chief (R & R)  
12/05/09