

# Ashok R. Pande

ADVOCATE HIGH COURT

123, Great Western Bldg., 1st Floor, Maharashtra Chamber of Commerce Lane, Kalaghoda, Mumbai - 400 023.  
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21<sup>th</sup> July, 2020

**1. Estate Management**

**Mr Moiz Tankiwala**

**Saifee Burhani Upliftment Trust**

Muffadal Shopping Arcade,  
2<sup>nd</sup> Floor, Ramachandra Bhatt  
Marg NoorBaug, Dongri,  
Umerkhadi, Mumbai- 400009

**2. Assistant Registrar Co-operative Societies**

'C' Ward, Mumbai.

Boruka Charitable Trust,  
Transport House,  
5<sup>th</sup> Floor, 128-B,  
Poona Street, Masjid Bandar,  
Mumbai- 400 007.

**3. Executive Engineer,**

Mumbai Building Repairs and  
Reconstruction Board, C-1  
A-66, Dadarkar Compound,  
Tardeo, Mumbai- 400 034.

**4. Members**

**Al'Sa'adah Co-Operative Housing Society Ltd.**

CS No. 3627 to 3637 & 1/3626  
Ibrahim Rehmatullah Road,  
Bhendi Bazaar, Mumbai- 400 003.

**5. Facility Management**

Saifee Burhani Upliftment Trust  
Al'Sa'adah Co-Operative Housing Society Ltd.  
Cluster-3 ,3<sup>rd</sup> Floor Ibrahim Rehmatullah Road,  
Bhendi Bazaar, Mumbai- 400 003.

**6. Mr. Ishaqbhai Rasulbhai Chamdawala**

(Chairman- Residential)

Al'Sa'adah Co-Operative Housing Society Ltd.

Ibrahim Rehmatullah Road,

Bhendi Bazaar, Mumbai- 400 003.

**7. Dr. Yusuf Unwala**

(Chairman- Commercial Premises)

CS No. 3627 to 3637 & 1/3626

Ibrahim Rehmatullah Road,

Bhendi Bazaar, Mumbai- 400 003

**8. Mr. Juzar Abbas Rajkotwala**

(Secretary)

Al-Saddah Co-Operative Housing Society Ltd.

Flat No. 1060, B wing, Ibrahim Rehmatullah Road,

Bhendi Bazaar, Mumbai- 400 003

**9) Mr. Hussain Sadikot**

(Estate Management team)

Muffadal Shopping Arcade

2<sup>nd</sup> flr, Ramchandra bhattmarg

Noor baug, Dongri,

Umerkhadi, Mumbai- 400009

**Sub :** Serious Mis-Management, irregularity in formation of the Society and in providing Amenities to the Members of the Society and disturbance by various means of the peaceful living of the various Residents of the Al-Sa'adah Tower situated at CS No.3627 to 3637 & 1/3626, Ibrahim Rehmatullah Road, Bhendi Bazaar, Mumbai- 400 003.

**Sir/Madam,**

On behalf of Clients Shabbir Cementwala having FlatNo. A-2903, Fakhruddin Chitalwala having FlatNo. A-2506, Mohammed Fanuswala having FlatNo. B-3760, Juzer Electricwala having FlatNo. B-2461, Mustafa Furniture walahaving FlatNo. A-2508 and 188 Group Members in the Building known as Al'Sa'adah Tower situated at CS No. 3627 to 3637 & 1/3626, Ibrahim Rehmatullah Road, Bhendi Bazaar, Mumbai- 400 003, I have to state as under:

1. My Clients state that they are lawfully occupying their aforesaid respective Flats in the Building known as Al'Sa'adah Tower. It is matter of no dispute that my Clients have been provided the above Flats in lieu of their old various tenanted premises in the Building known as Tayebi Manzil and other various buildings situated in Bhendi Bazar. The above Flats are given to my Clients as the

PermanentAlternateAccommodation in lieu of their above tenanted premises under Bhendi Bazaar Cluster Re-DevelopmentScheme.

2. It is a matter of record that you No.1 have been given charge of Re-Developmentof the Building along with other Building in Bhendi Bazaar locality of Mumbai as ClusterRe-DevelopmentDevelopmentunder Development Control Regulation 33(9)where in you undertook the Development/Upliftment of Bhendi Bazaar locality of Mumbai.It is also matter of record that the above entrustment of the Development of the above Bhendi Bazaar locality of Mumbai was given to you No.1 as you promised to the Tenants of the old Building at Bhendi Bazaar, locality of Mumbai with high quality and well equipped Flats in lieu of their old tenanted premises and with all essential services and safety measures in every RehabBuilding.YouNo.1 have also promised that each RehabBuilding which you No.1 will Construction 7<sup>th</sup>Floor podium recreation & community hall, 36<sup>th</sup>Floor is for Gym-A, & 41<sup>st</sup>Floor is for Gym-B,Children Play Ground, Parking from Basement to 6<sup>th</sup>Floorarea fully dedicated for service and for provision of Recreational Facilities and there shall be for parking. You No. 1 have also promised that you will

take care to see and develop the Rehab Building for the pleasant living by creation of green areas and gardens in the entire layout of the Redevelopment of the said Bhendi Bazaar locality of Mumbai .

**3.** My Clients state that various other Amenities were promised and offered to the Residents of my Clients old Building and the Tenants therein such as Namaaz Room, Mawaid Community Hall, Learning Centre, Library, Yoga Centre, separate Gymnasium for Ladies and Gents and playing area for the children as and by way of additional Amenities to be provided in the new Rehab Building in place of my Clients earlier Building in the Bhendi Bazaar locality of Mumbai.

**4.** My Clients state that apart from these Amenities which was promised to the Residents of the Rehab Building, there were other various Amenities which were promised by you No.1 to persuade the Tenants of the old Building to agree for the Redevelopment of their Building as a Cluster Development along with other Buildings in the Bhendi Bazaar locality at Mumbai.

5. My Clients state that it was also promised and as a matter of fact even as per the law you No.1 agreed that after the RehabBuilding is made and respective Flats in the said Building are Allotted to theeligible Tenants, you No.1 will see to it that theCo-Operative Housing Societyof the Tenants/Occupants will be formed in accordance with the provisions of the Maharashtra Co-Operative Societies Act and it was also promised that the said Society which will be formed for RehabTenants shall maintain and decide all the functions of the Society including the conditions of user of various Amenitieswhichyou have promised to provide while undertaking the work of Redevelopment of the said property.

6. My Clients state that it is a matter of record that to that effect a Permanent Alternate Accommodation Agreement was entered by youNo.1 through your Authorised Representative Shoaib Hashim Vajihuddin with my Clients and other Tenants of the said Building.

The said Agreement of PermanentAlternateAccommodation was duly Registered with the Sub-Registrar of Assurances. In the said Agreement of PermanentAlternateAccommodation, it was provided that apart from various Amenities which has to be provided to the Rehab tenant you No.1 shall also provide CorpusFund necessary and requisite for 10 years Corpus in accordance with regulation 33(9) of DCR. It was also provided thatparking space for eligible tenant shall be provided as per regulation 36 of DCR 1991 and the parking space would be Allotted by the trust for the benefit of the eligible tenant.At this juncture you No.1 must note that at no point of time any inclination was shown on you No.1's behalf that any amount will be chargedfor the purpose of the allotment of the car parking space.YouNo.1 must note that as a matter of fact when the Societyof the resident of the RehabBuilding is formed it is the completediscretion of the Societyto allot the car parking space as per their AllottedFlats and just because you mentioned in the Agreementthat you will allot the car parking space that ipso facto does not give you No.1 any right to allot the car parking space.

7. My Clients state that in law you No.1 are bound to plan RehabBuilding with car parking to the RehabOccupants. You No.1 cannot charge any premium under the pretext of SecurityDeposit from any of the Residents of RehabBuilding. You No.1 also cannot keep any control over the car parking space and regulate the rules of car parking, which you No.1 through your appointed agency are doing as stated hereinafter which is per say bad and illegal.

8. My Clients state that as a matter of fact youNo.1 must also note that the formation of the Societyhasto be done by taking all the Members/Residents of the RehabBuilding into confidence and by duly informing them about the moveme:it of formation of the Society as ultimately the said Society is meant for the resident of the RehabBuilding. You No.1 must also note that the formation of the Societyand to appoint the 1<sup>st</sup>Managing Committee of the Societyhas to be done in by following the process and procedure as laid down in law i.e. as laid down under the prcvisions of Maharashtra Co-operative Societies Act and rules made thereunder and also under various other rules, guidelines and relevant applicable act. In law it is

The said Agreement of PermanentAlternateAccommodation was duly Registered with the Sub-Registrar of Assurances. In the said Agreement of PermanentAlternateAccommodation, it was provided that apart from various Amenities which has to be provided to the Rehab tenant you No.1 shall also provide CorpusFund necessary and requisite for 10 years Corpus in accordance with regulation 33(9) of DCR. It was also provided thatparking space for eligible tenant shall be provided as per regulation 36 of DCR 1991 and the parking space would be Allotted by the trust for the benefit of the eligible tenant.At this juncture you No.1 must note that at no point of time any inclination was shown on you No.1's behalf that any amount will be chargedfor the purpose of the allotment of the car parking space.YouNo.1 must note that as a matter of fact when the Societyof the resident of the RehabBuilding is formed it is the completediscretion of the Societyto allot the car parking space as per their AllottedFlats and just because you mentioned in the Agreementthat you will allot the car parking space that ipso facto does not give you No.1 any right to allot the car parking space.

also the statutory duty of you No.2 to see to it as to whether all the legal formalities of the formation of the Society of the RehabTenants has been complied with to the Promoter and you No.2 also required to see as to whether the first GeneralBodyMeeting of the Society was held by serving advance notice to all the Residents of the RehabBuilding who are going to be the Proposed Member of the Proposed Society.

9. You No.2 also required to see that in the 1<sup>st</sup>General Body Meeting the Election of the office bearer of the Society had taken place as per the law and therefore you No.1 are bound to take full precautions to see to it as to whether all the resident of RehabBuilding who are going to become the ProposedMember of the housing Society are properly served with the date and time and place of holding of 1<sup>st</sup>General Body Meeting of the Society of the RehabOccupants of the RehabBuilding.

10. My Clients state that the facts as stated hereinafter will demonstrate as to how illegally and how manipulating the records you No. 1 had formed the Society which was completely over-looked

by you No.2. The said formation of the Society by you No.1 by overlooking all the rules of the formation of Society was just to keep control over all the Amenities and other functions of the Building which are though insufficient and not as per the representation made by you No.1. It is also required to be noted that though it was clearly agreed that there will be only one Society of all the resident of the Rehab Al'Sa'adah Tower but for the reason best known to you No.1, you had Proposed 2(two) societies, one for commercial user and one for Residential user of the said Society. Even for making the said (2) two societies you No.1 had not taken any of the Rehab Occupants of the Rehab Building in to confidence. You No.1 is hereby called upon to explain and furnish all the documents to my Clients to justify the you No.1's unilateral decision to form (2) two societies for commercial and residential occupant of Rehab Building. You No.2 is also hereby requested to let my Clients know as to whether you No.2 had granted any such permission to form the above two societies.

11. My Clients state that formation of both the Society and appointing you No.1's own "YES MEN" as the office bearers of the societies without any proper and valid elections of the Members of the RehabBuilding and without taking into confidence all the occupantMembers of the RehabBuilding is visible from some record which my Clients obtained under RTI from the Registrar of Societies i.e. from the office of you No.2.

12. My Clients while going through the said records which my Clients have obtained under RTI from you No.2 office, my Clients had occasion to notice that there is one notice which was purported to be Proposed for General body Meeting of the Residents of RehabBuilding in which it was mentioned that the 1<sup>st</sup>GeneralBody of the SocietyMeeting will be held on 31<sup>st</sup>March 2020 for deciding various agendas which are mentioned in the said notice of first allegedGeneralBodyMeeting. There is no date mentioned in the said notice calling for the said alleged first GeneralBodyMeeting. There is no record to show that all Residents/Occupants/Tenants of the RehabBuilding who were residing in the said RehabBuilding were

served with any such notice of first General body Meeting of the Society which my Clients found with office of you No.2 under the Right to Information Act.

13. My Clients have reason to believe that a purported must record been made from you No.1 side as if the notices of the 1<sup>st</sup> General Body Meeting have been allegedly served to all Occupants of the said Building known as Al'Sa'adah Tower. However as a matter of fact according to my Clients no such notice of first Meeting was served or informed to any of the Members of the Rehab Building except few who are you No.1 **"YES MEN"** for the formation on the Society and for appointing the office bearers of the said Society of the new Rehab Building. It is shocking to note that you No.2 have also not bothered to see as to you No.1 had legally and officially served the notice of first General Body Meeting of the Society of the Rehab Building. You No.2 must let my Clients know as whether you No.2 had made any inquiry with regard to service of the notice of 1<sup>st</sup> General Body Meeting of the Society. You No.1 is hereby called upon to explain as to whether such alleged General Body Meeting as stated

in your said alleged first notice took place or not. You No.1 also explain as to how many Members were present in the said first alleged Meeting of the Society. You No.1 must also give the name of the persons who were present in the said alleged 1<sup>st</sup> Meeting of the new Society of the RehabBuilding and explain as to whether signature of any Members of RehabBuilding were taken in the register meant for the same. You No.1 is hereby called upon to furnish to my Clients all such documents as stated hereinafter within 7 days from the date of receipt of this notice.

**14.** My Clients therefore at the outset call upon you No.1 and all of you to give all the records of the formation of the Society and for Electing the office bearers of the Society and all the documents as stated above. You No.1 must provide these documents to my Clients within 7 days from the receipt of this letter failing which my Clients will definitely take up the issue at the higher level. As far as the record which are available with my Clients under the RTI Act clearly shows not only the formation of the Society is illegal but also the appointment of the office bearers of the Society is also totally

illegal. My Clients state that they have strong apprehension that these office bearers are not actual office bearers of the Society but you No.1 just under the pretext of the GeneralBodyMeeting just named them being your **"YES MEN"**.

**15.** My Clients do want to bring to your notice in very categorical terms that as far as my Clients are concerned they have not received any such notice either of the formation of the Society and or of election of the office bearers of the Society. The appointment of the office bearer cannot be done unilaterally by the Saifee Burhani Upliftment Trust and in the present case the records which are available so far clearly shows that in order to keep the complete control over the Management of the Society the trust had nominated under the guise of election their own persons who are occupying respective Flats in the Building known as AL'Sa'adah Co-operative Society Ltd. The said appointment of the said office bearers are absolutely bad and illegal and it has to be scrapped immediately.

- 16.** My Clients state that thus therefore on the face of it the said appointment of the office bearer of the Society is not as per the due process of law as contemplated under the provisions, guidelines of either model bye laws of the co-operative housing societies and/or under the provisions of the Maharashtra Co-operative Societies Act and/or under any applicable Rules/Acts/Guidelines under which the Housing Society is governed.
- 17.** My Clients state that therefore till the time the proper legal elections of the office bearers of the Society is done let the alleged present office bearer who are totally illegally appointed not to take any decision on the important issue of the Management of the Society and/or of any Financial aspect of the Society.
- 18.** My Clients state though the formation of the Society itself is null and void as stated hereinabove but my Clients at this stage are disputing and challenging the unilateral appointment of the office bearer by the trust who are acting totally at the behest of the Trust and therefore these office bearers who are appointed in the aforesaid illegal manner should stop taking any decision affecting the

Management and also they should not take any decision with regard to the user of various Amenities of the Society and any decision and they should not implement any such decision which were either taken by you No.1 or by the Society. Thus they should not take any decision with regard to Maintenance, with regard to the functioning of the Society and with regard to the various Premises in the Building vis a vis their repairs, their Resale and or any decision in respect of there respective Flats and Amenities and also the Management of the Society vis a vis the said Building and financial aspect of the Society. My Clients state that my Clients are definitely going to deal in extensive the total illegality and collusion with the you No.2 the Registrar of Society for formation and so called election of the office bearer of the Society but my Clients find that apart from aforesaid serious illegalities which are apparent from the face of the record.

- a. My Clients state that it is pertinent note that the very pious object of Saifee Burhani Upliftment Trust being a public Charitable Trust Registered under the Bombay Public Trust Act, 1950 was for the Upliftment of the Tenants who are residing in the small rooms and small chawls. The Saifee

Burhani Upliftment project is an undertaking of the you No.1 SBUT and this project is an urban renewal Scheme/Cluster Development under the provisions of Development Control Regulations 33(9). The said trust is steered by Muqasir-E-Dawaat-il-haq Syedi Dr. Qaid Joher Bhai saheb Ezzuddin Chairman in order to fulfil the desire of Late His Holiness Dr. Syedna Mohammed Burhanuddin. The said project is also approved by the Government of Maharashtra through the MHADA for the Upliftment of the Tenants of Bhendi Bazaar, to provide them better life by giving them better premises fully equipped with all the Amenities free of cost and to make their living easier and in the peaceful atmosphere.

- 19.** My Clients find that the very project of the said trust for the Upliftment of the Tenants are totally destroyed by some of its functionaries by various means which cannot be said to be the object of the trust. My Clients have noticed that on every aspect there is demand of monies from them even for the tenantable repairs my Clients and other Occupants are forced to pay Rs. 1 lakh for 350 to

500Sqft, Rs 2 lakh for 501 to 1000 Sq ft & Rs 3 lakh for 1001 and above Sq ft though it is said to be refundable till now my Clients have not seen the said amount of Security Deposit was Re-Funded to any of the Flat owners who sought the tenable repairs. If the Society is formed then decision with regard to repairs of a tenable nature has to be taken by Society that too in General Body Meeting and not the Society made by you No.1 of your own Members. The said amount of Rs.1lakh for 350 to 500 Sq ft, Rs.2 lakh for 501 to 1000Sq ft & Rs.3 lakh for 1001 and above Sq ft, was taken for the repairs of the tenanted premises taken in the name of Proposed Al 'Sa'adah Co-operative Housing Society even when the same was not Registered. The Registrar had not given any permission to open the bank account when the said payment was taken from the Tenants.

- 20.** The said fact was cleared by the Registrar himself under Right To Information Act. What is pertinent to note is that how can you No.1 without taking the Members into confidence who are residing in the Building can form your own law directing the legal occupant to pay Rs.1lakh for 350 to 500 Sq ft, Rs.2 lakh for 501 to 1000Sq ft & Rs.3

lakh for 1001an above Sq ft, as a refundable Security Deposit for carrying out even tenantable repairs in their respective Flats. Those tenantable repairs was in nature of Civil work which was Proposed by the Allottee of the Flats in RehabBuilding for which no permission under Mumbai Municipal Corporation Act and not in the provisions of Maharashtra Regional and Town Planning Act any such permission is required yet you No.1 and your persons to whom you have appointed under the guise of "Facility Management" they used to stop the owner/occupant of the Flats. in the Building from carrying out the repair work in their respective Flat if the said allottee of the Flats in RehabBuilding had not paid the said amount of Rs.1 lakh for 350 to 500 Sq ft, Rs.2 lakh for 501 to 1000 Sq ft & Rs.3 lakh for 1001 an above Sq ft to you as stated hereinabove as and by way of Security Deposit. For Minor work, not of Civil Nature, Society has charged refundable Security Deposit based on following slabs a) 350 to 500 Sq ft Rs.10000 b) 501 to 1000 Sq ft Rs.20000 c) 1001 an above Rs.40000

21. What is further shocking to note is that you No.1 must explain as to how you No.1 gets the Right to Demand the said Security Deposit for the tenantable repairs from the owner of the premises who has been provided Permanent Alternative Accommodation in the premises in lieu of their tenanted premises. My Clients state that even when they were the Tenants of the premises in the old Building their landlords were not seeking any such amount for carrying out tenantable repairs in the tenanted Building but after my Clients became the owner of their premises how can you No.1 being the developer can ask my Clients to pay Rs.1 lakh for 350 to 500 Sq ft, Rs.2 lakh for 501 to 1000 Sq ft & Rs.3 lakh for 1001 and above Sq ft as refundable Security Deposit for carrying out tenantable repairs. The said demand for Security Deposit is made in such an illegal and highhanded manner that those Occupants who were unable to pay the said amount were threatened that their light and water will be disconnected if they don't pay the said amount. You No.1 must explain to it that how can that who are the Signatories to said account for which the cheque was taken from the Occupants of the premises and Deposited in the bank. You No.1 must also explain as to why after the tenantable repairs were carried out by the respective

owners of the respective Flats you have not handed over the said refundable amount of Security Deposit of Rs. 1 lakh for 350 to 500 Sq ft Rs. 2 lakh for 501 to 1000 Sq ft & Rs. 3 lakh for 1001 and above Sq ft without interest thereon which the said amount has earned during the said period. My Clients need the full details from you No. 1 within 7 days that what right you No. 1 and your functionaries have got to ask the allottees to pay the said Security Deposit when the Rehab Building is completely over and the Flats are Allotted. The said force call to pay the Rs. 1 lakh for 350 to 500 Sq ft, Rs. 2 lakh for 501 to 1000 Sq ft & Rs. 3 lakh for 1001 and above Sq ft refundable Security Deposit is not provided any Agreement nor provided in any law nor you have taken any such decision by calling all the Members or resident of the said Rehab Building.

**22.** My clients state that what is further shocking to note that though the possession is handed over to my clients on specific and categorical admission that Flats are ready to occupy and my client can safely reside in these Flats and it was assured by your representative you No. 1 that Occupation Certificate (OC) of the Rehab Building has already been applied to the concerned

department of Municipal Corporation of Greater Mumbai and it will be available in couple of months but however to the knowledge of my clients till date no such Occupation Certificate(OC) has't obtained by youNo.1

**23.** My clients call upon youNo.1to kindly explain to my client as to why till date the Occupation Certificate(OC) has not been obtained by you No.1.My client will revert back to you after your explanation for the status of the grant of the Occupation Certificate (OC) and Completion Certificate(CC) from the concerned department of theMunicipal Corporation of Greater Mumbai.My clients further state that it is also required to be Noticed.

**24.** My Clients states that they are also experiencing that the quality of the raw material which is used for the construction of the Building is absolutely bad and all the plasters falling down in most of the Flats and there is a leakage in particularly in most of the rooms of the said Building the said fact was brought to the notice of

owners of the respective Flats you have not handed over the said refundable amount of Security Deposit of Rs. 1 lakh for 350 to 500 Sq ft Rs. 2 lakh for 501 to 1000 Sq ft & Rs. 3 lakh for 1001 and above Sq ft without interest thereon which the said amount has earned during the said period. My Clients need the full details from you No. 1 within 7 days that what right you No. 1 and your functionaries have got to ask the allottees to pay the said Security Deposit when the Rehab Building is completely over and the Flats are Allotted. The said force call to pay the Rs. 1 lakh for 350 to 500 Sq ft, Rs. 2 lakh for 501 to 1000 Sq ft & Rs. 3 lakh for 1001 and above Sq ft refundable Security Deposit is not provided any Agreement nor provided in any law nor you have taken any such decision by calling all the Members or resident of the said Rehab Building.

**22.** My clients state that what is further shocking to note that though the possession is handed over to my clients on specific and categorical admission that Flats are ready to occupy and my client can safely reside in there Flats and it was assured by your representative you No. 1 that Occupation Certificate (OC) of the Rehab Building has already been applied to the concerned

concerned representative to your so called Facility Management Team but unfortunately that has not been taken care of till date .

- 25.** My clients state that what is further noticed by my clients that the Duct area is inside the Flat in A wing from Flat no 0911 to Flat No 1911 which is of no use to the tenant , what was the reason for constructing duct area in the Flats with aluminium door which is easily breakable and it can easily openable and there is possibility of theft in the Flat.
- 26.** My client state that these things to be corrected immediately from you No.1 as it cause serious danger to the safety of the premises.
- 27.** My clients state that what is further objectionable is that the safety grills of all the Floors are made in such a manner that from the safety grill one can enter in another Flat because it's not entirely packed. These facts are repeatedly brought of your Facility

Management Team and Estate Management team and that has not been taken care of till date.

**28.** My clients state that they have continuously also bringing to your notice that harassment and nuisance caused to them from the rats which are coming through the pipes which are just affixed to the wall of Flats right from Down to Upper Floors it is necessary that such nuisance has to be stopped by taking appropriate steps of providing aluminium sheets right from the Ground Floor to upper Floors in the said Building so that rat should not come up and cause nuisance to the occupier of the Flats in the said Building.

**29.** What is further pertinent to note is that there is no separate pipeline for drinking water therefore most of the occupiers compelled to purchase the mineral water from the outside which is extra cost and great burden on the Flat occupiers of the Building. you must note that it is your responsibility that all the Flat occupiers should get the pure and clean water and for that you No.1 have to take immediate

steps for the said purpose And my client do expect by writing this letter to you No.1 that you will provide all Facilities and necessary Amenities to see to it that every Flatoccupier should get clean water for drinking purposes.

**30.** My client states that at the time of giving possession of the Flats to my clients your representative compelled my client to sign various letters without reading the contents of the letter's and even without providing the copy of those letters.

**31.** My Clients state that your representative had made it clear to my clients that unless and until they sign those letters even without affording my clients to read those letters they will not handover the keys of the respective Flats to my clients.

**32.** My clients state that it was also required to be mentioned here your representative at the time of handing over the Possession of the

respective Flats of my client had also compelled them unless my clients to give them the draft of Advance Service Charges and Service Charges as mentioned above they will not give the key to my clients and therefore my clients were compelled to pay Demand Drafts in order to get the possession of their respective Flats as a Permanent Alternative Accommodation in lieu of their said old tenanted premises.

**33.** What is further shocking to note is that you No.1 dictatorship has not only stopped at aforesaid level but what is further pertinent to note is that you No.1 had gone to the extent of demanding several other amount under several head from the allottee/owner of the Flat. I must invite your attention to your No.1's letter dated 11.01.2020 addressed to Shabbir son of Fida Hussain Cementwala. In that letter you have demanded a sum of Rs.13,624/- in total from the said Shabbir son of Fida Hussain Cementwala. The said amount of Rs.13,624/- was consisting of Advanced Service Charges of Rs.12,024/- and other charges of Rs 1000. Please explain what do you mean by Advance Service Charges & Other Charges. Please

explain where in the Agreement for Permanent Alternate Accommodation you have mentioned about the said Advance Service Charges. You No.1 also explain as to on what basis you have calculated the said charges and what do you mean by Advance Service Charges as mentioned in your letter under reference. You No.1 have also demanded Rs.100 as Society Entrance Fees & Rs 500 for Society Share Capital Fees, How can you demand such fees from the legal allottee of the Rehab Building and who has authorised you to demand the said Rs.100/- as an Entrance Fees from the allottee of the Flat in Rehab Building. When the Society is formed then what right you No.1 has to demand this amount of Rs.100/- as the entrance fees. Which law permits you No.1 to make such illegal and high handed demand.

**34.** My Clients state that with regard to other heads of the said demand you must explain to my Clients within 7 days as to how you are entitled to demand the said amount from the allottee which is

more particularly referred in your letter dated 11.01.2020 addressed to Shabbir son of Fida Hussain Cementwala. And from other Tenants.

**35.** My Clients state that the letter which has been sent to Shabbir son of Fida Hussain Cementwala, dated 11.01.2020 has been sent to all other owners/allcttee of the Flats in the RehabBuilding. You must explain your right to demand the said amount and method of calculation for the said amount which you have mentioned in your letter dated 11.01.2020. Kindly note that if you No.1 and/or your functionaries fails to explain their said demand as stated above. You No.1 will have to return the said amount with interest thereon.

**36.** My Clients state that what is further shocking note that your said so called BodyFacility Management is demanding Rs. 3-4 per Sq.ft from the Member/occupant who wants to sublet their respective premises andalso 1 year maintenance in advance if any Member wants to sublettheir premises. Secondly if any Member

want to sell their premises then your said Facility Management is demanding Rs 300-400/- per Sq ft from the seller of the said Flat in Rehab Building. What is pertinent to note is that your said representative Facility Management had threatened and warned the allottee of the Flat that if the said amount is not paid before subletting or before assigning the said premises firstly they will disconnect the electricity and water supply of the concerned Flats and secondly they will not permit the said sub-tenant or the assignee to use the lift of the Building and they will not permit them to enter in the Building. My Clients state that how can you No.1 create the said Facility Management over and above the Society and give such directions to them. You must explain with whose permission you have created the "Facility Management" and who has Authorised the said "Facility Management" to make a demand from allottee of the Flat as stated herein above. My Clients call upon you No.1 to immediately stop and evict all the said representative of "Facility Management" from the Building in question forthwith failing which my Clients will have to take appropriate action against you No.1 and against the said representative of "Facility Management". The said

Facility Management" has no right for interfering with the right of the owner/occupant of the Flats in Rehab Building. Once the Society has been informed and once the officer bearers are properly and legally elected and thereafter the Managing Committee of the Society who are duly and legally elected and not the present one forms the rules and regulations that can only be enforced and implemented and not any such decision taken by you No.1 as stated hereinabove and/or you No.1 appointee as the office bearer for the name sake.

- 37.** My Clients state that what is further shocking to note is that you No.1 have also appointed one "Hi-tech Hospitality" for Management of the Parking space. My Clients calls upon you No.1 to explain as to how and whose permission you No.1 took for appointing "Hi-tech Hospitality" to be in complete control over parking space. What is pertinent to note is the said so called "Hi-tech Hospitality" appointed by you No 1 is charging Rs.1,50,000/- as a Security Deposit Interest Fee refundable from every Members

Members who are parking their Big Car and Rs.3000/- per month parking rent from them. The said "Hi-tech Hospitality" is also demanding Rs 1 lakh as a Security Deposit interest free refundable for small parking space and Rs.2500/- per month as rent for parking the said car. For 2wheeler the "Hi-tech Hospitality" had demanded Rs. 5000/- Security Deposit and Rs.300/- as parking charges per month. My Clients just fail to understand you No.1's act of appointing various bodies for the Management of the Building without taking the allottee of the Building who are occupying their premises in the Building in to confidence. It is pertinent to note that no such authority was given to you either under the Agreement for Permanent Alternative Accommodation or under any law. You No.1 will have to explain the same within 7 days from the receipt of this letter.

**38.** My Clients will deal with all the aforesaid aspect after getting proper reply and explanation from you No.1. My Clients want you to know that when you No.1 had agreed that you will pay the Corpus Fund for 10 years to cover all the maintenance of the

RehabBuilding then how can you are demanding various monies from the owners/Occupants under different head and under different pretext. Please explain how much amount who have Deposited in CorpusFund and who are manging the CorpusFund. You No.1 must note that it is the Society and Managing Committee should decide the user of the CorpusFund. There is no legal Meeting took place of the allottee who are eligible to become the Member of the Society so far and all the decisions are taken by you and your socalled Managing Committee which was appointed for the namesake by you No.1 in totally illegally and high hand manner. No such decision by the said illegal committee appointed by you No.1 under the pretext of 1<sup>st</sup> General Body Meeting are binding upon my Clients.

- 39.** You No.1 will have to explain all the aforesaid point raised by Clients in the present letter. You No.1 must note that either you or your representative or your appointed agencies cannot dictate the Rules. You No.1 must also understand you have to function within 4 corners of law which is not being done. My Clients state you have given the Amenities of Namaaz hall and community hall which is to be

given to my Clients in General, but you No.1 are going to sub-let the same to Anjuman-E-Shaite Ali who is demanding huge amount for user of the said community hall and Namaaz hall. How can you appoint such Anjuman-E-Shaite Ali without the consultation of allottees of Flats in Rehab Building. My Clients therefore to start with do call upon to 1<sup>st</sup> let my Clients understand as to how you have appointed Facility Management, high-tech hospitality, and Anjuman-E-Shaite Ali and Tanzeem committee. All the details of their said appointment, sub-letting has to be furnished to my Clients within 7 days from the date of receipt of this letter. My clients also want you to give details of all the transactions done from April to July 2020 From the Members of Al'Sa'adah co-operative Society after his formation in March 2020.

**40.** My Clients state that my Clients have seen the name of the Hon'ble Trustees who are respectable persons. My Clients find that said Hon'ble Trustees are not taken into confidence by your said functionaries who are managing the affairs of the trust. My Clients do want to invite attention of the Hon'ble Trustees of the aforesaid

irregularities and do want the Hon'ble Trustees to take serious cognizance of the said irregularities. Though my Clients has name of those trustees but my Clients do not have their respective addresses and therefore my Clients do call upon you to furnish the address of said trustees of you No.1 within 7 days from the receipt of this notice.

**41.** My Clients state that in past my Clients have known that whosoever spoke against the Trust they are subjected to various harassment by the functionaries of the trust. These functionaries are threatening my Clients and other Members that if they try to oppose them they will be subjected to same harassment as according to said functionaries not only the Police Authorities are in their pocket other authorities like the M.B.R. & R. Board and Registrar of firms will do nothing against them.

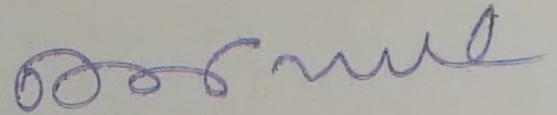
**42.** In any event before my Clients take further action in the matter my Clients do want you No.1 to give the aforesaid details and do caution you No.1 and your functionaries that they should not harass

my Clients in any manner. My Clients are also sending the copy of this letter to the concerned Police Station for their record so that my Clients are not harassed by you No.1 functionaries. My Clients also want you No.2,3 and 4 to look into the matter and to see to it that the request made by Clients is fully complied with. My Clients state that their occupation, possession and enjoyment of their respective premises should not be disturbed in any manner by you No.1 functionaries in any manner.

43. My Clients state that if any such attempt is made by you No.1 functionaries my Clients will definitely take up the matter to its logical end through court of law and through appropriate authorities made for same. My Clients do expect that good sense will prevail in you No.1 and your functionaries and you will comply with all the requisitions made in the present letter. My Clients state that they are peaceful law-abiding persons. They had given consent for betterment and not for their harassment and therefore if present harassment continues with my Clients and other occupants of the Building then law will take its own course and Clients will not hesitate to approach lawful authorities to stop the harassment being caused to my Clients.

**44.** My Clients therefore do expect you No.1 to kindly do the needful as stated in the present letter within the aforesaid stipulated time and please note that if said requisition is not complied with my Clients is bound to approach the lawful forum for resolving their grievances entirely at your risk as to cost and consequences which you please note.

**Your's Truly**



**(Ashok R. Pande)**

**Advocate for**

**I confirm:**

- 1) *S. F. Cementwala*
- 2) *JSL*
- 3) *M. A. Fanswala*
- 4) *H. Lokmanji*
- 5) *Mustafa*

1. Shabbir Cementwala
2. Fakhruddin Chitwala
3. Mohammed Fanswala
4. Juzer Electricwala
5. Mustafa Furniturewala