

25.10.2010 is his affidavit in lieu of examination-in-chief. He confirms the signature below the same. He is administered oath and the request is that this affidavit be taken on record and marked as an affidavit in lieu of examination-in-chief of the Plaintiffs.

4 The affidavit is accordingly taken on record as each of the statements made therein are confirmed, so also, signatures, by the witness. He has been duly administered oath. In these circumstances, the affidavit dated 25.10.2010 is taken on record and marked as “P-1” for identification.

5 The following documents from the Schedule-I to the affidavit of documents dated 21.06.2010 are marked as exhibits, save and except, serial no.48 which are copies of the minutes of meeting held on 03.07.2003, they shall be marked “Y” for identification:-

Exhibits	Particulars of Documents
P-2	A letter dated 07.06.1996 from Amir Constructions & Motels Pvt.Ltd. to Anoop Mehta.
P-3	A copy of letter dated 01.09.1996 from Amir Parks & Amusement Pvt.Ltd., to Mr.Anoop Mehta.
P-4	A copy of letter dated 01.09.1996 addressed by New Town Management Technology Pvt.Ltd. to Mr.Anoop Mehta.
P-5	Maintenance Bill dated 03.03.1997 from New Town Management Technology Pvt.Ltd. to Mr.Anoop Mehta.
P-6	A copy of letter dated 19.12.1997 from Amir Parks & Amusement Pvt.Ltd. addressed to Mohit Anoop Mehta.
P-7	A copy of letter dated 07.12.1998 from New Town Management Technology Pvt.Ltd. addressed to Mr.Bharat Shah.
P-8	Maintenance Bill along with Annexure dated 07.01.1999 from New Town Management Technology Pvt.Ltd. to Mr.Bharat Shah.
P-9	Maintenance Bill dated 31.12.2001 from New Town Management Technology Pvt.Ltd. to Rajeev Bharat Shah.
P-10	A copy of Maintenance Bill dated 30.06.2003 from Royal Palms Property Pvt.Ltd. to Rashesh Bharat Shah.

P-11	Debit note dated 01.12.1995 from Amir Parks & Amusements Pvt.Ltd. to the Plaintiffs for payment of charges towards IOD deposit, debris deposit, etc. aggregating Rs.1.30 lacs.
P-12	Receipt dated 08.12.1995 for payment aggregating Rs.1,30,000/- towards Debit note dated 01.12.1995 from Amir Parks & Amusements Pvt.Ltd. to the Plaintiffs for payment of charges towards IOD deposit, debris deposit etc..
P-13	Receipt dated 12.06.1996 for Amir Constructions & Hotels Pvt.Ltd. for payment of Rs.3,00,000/- from the Plaintiffs as part payment against Debit note dated 07.06.1996.
P-14	Receipt dated 04.07.1996 for Amir Constructions & Motels Pvt.Ltd. for payment of Rs.4,00,000/- from the Plaintiffs as full payment against Debit note dated 07.06.1996.
P-15	Maintenance Bill dated 01.07.1997 from New Town Management Technology Pvt.Ltd. to Mr.Bharat Shah.
P-16	Maintenance Bill dated 01.08.1997 from New Town Management Technology Pvt.Ltd. to Mr.Bharat Shah.
P-17	Maintenance Bill dated 01.09.1997 from New Town Management Technology Pvt.Ltd. to Mr.Bharat Shah.
P-18	Maintenance Bill dated 31.03.1998 from New Town Management Technology Pvt.Ltd. to Mr.Bharat Shah.
P-19	Maintenance Bill dated 09.07.1998 from New Town Management Technology Pvt.Ltd. to Mr.Bharat Shah.
P-20	A copy of Bill dated 08.01.1999 from Royal Plams Golf & Country Club to Mr.Bharat Shah, demanding yearly subscription fees of Rs. 18,000/- for the membership of the Club for the year 1997-1998.
P-21	A copy of Bill dated 08.01.1999 from from Royal Plams Golf & Country Club to Mr.Bharat Shah, demanding yearly subscription fees of Rs.18,000/- for the membership of the Club for the year 1998-1999.
P-22	Maintenance Bill dated 25.01.2002 from New Town Management Technology Pvt.Ltd. to the Plaintiffs.
P-23	Maintenance Bill dated 26.03.2002 from New Town Management Technology Pvt.Ltd. to the Plaintiffs. (<u>Without Annexures</u>)
P-24	Letter dated 27.03.2002 from Royal Plams (India) Pvt.Ltd. addressed to the Plaintiffs.
P-25	Letter dated 19.05.2002 from Royal Plams (India) Pvt.Ltd. to the Plaintiffs.
P-26	Maintenance Bill dated 16.08.2002 from New Town Management Technology Pvt.Ltd. to the Plaintiffs. (<u>Without Annexures</u>)
P-27	A copy of letter dated 29.09.2002 from Royal Palms (India) Pvt.Ltd. to the Plaintiffs.

P-27-A	Letter dated 22.10.2002 from the Plaintiffs to the Defendant No.1 together with A.D. card.
P-28	A copy of letter dated 29.01.2003 from Advocate Mahesh Ayare to Samir Sanghavi & Company, the Chartered Accountant of the Plaintiffs.
P-29	Bill dated 08.02.2003 from Royal Palms (India) Pvt.Ltd. to the Plaintiffs.
P-30	Statement dated 15.02.2003 from Royal Palms (India) Pvt.Ltd. to Bharat Shah Group.
P-31	A copy of letter dated 17.01.2004 from Shiralkar & Company, addressed to Samir Sanghavi, the Chartered Accountant of the Plaintiffs.
P-32	A photostat copy of Undertaking of Mr.Dilwar Nansey, submitted to Municipal Corporation on 01.02.1996 at the time of issuance of IOD.
P-33	A photostat copy of letter from Bipin Barot dated 12.01.1996 addressed to Executive Engineer, Building Proposal, Bombay Municipal Corporation regarding proposed Bungalow No.26 and IOD No.CHE/6779/BP(WS) AP.
P-34	A copy of letter dated 18.04.2002 from the Plaintiffs to Royal Plams (India) Pvt.Ltd., Defendant No.1.
P-35	A copy of letter dated 21.01.2003 from Samir Sanghavi, the Chartered Accountant of the Plaintiffs to Shiralkar & Company, Advocates for the Defendants.
P-36	A copy of letter dated 31.01.2003 from Samir Sanghavi & Company, Chartered Accountant for the Plaintiffs addressed to Mahesh Ayare, Advocate for the Defendants.
P-37	A copy of letter dated 13.01.2004 from Samir Sanghavi & Company, Chartered Accountant of the Plaintiffs to Shiralkar & Company, Advocates for the Defendants.
P-38	A copy of report of Pramod Shah & Associates dated 16.08.2007 to report on the work as per order dated 20.07.2007 passed by the High Court along with 19 photographs being copies of the photographs submitted.
P-39	Agreement dated 27.09.1993 executed by the Defendant No.1 in favour of the Plaintiffs.

6 It is clarified that these documents which have been marked as exhibits for the purpose of trial on a preliminary issue of limitation, shall be treated as documents relevant for the purpose of deciding the

issue of limitation, but the parties are not precluded from making appropriate submissions at appropriate stage as far as the merits of the case. The documents are exhibited but the parties are not prohibited from leading evidence on other issues nor are any of their contentions on contents of the same prejudiced by marking of these documents.

7 By consent, stand over to 17th October, 2011 for recording of the evidence.

(S.C. Dharmadhikari, J)