### **APPENDIX-I** Glossary of definition (Reference: Paragraph 1.5)

	(Reference: 1 urugruph 1:5)
Term	Definition
Land	means that land situated in the State and does not include the land situated outside the State
Building	means any structure, not being a farm building
Alienated	means transferred in so far as the rights of the State Government to payment of rent or land revenue are concerned, wholly or partially, to the ownership of any person
Lease	a transfer of a right to enjoy such a property, made for a certain time, express or implied or in perpetuity, in consideration of a price paid or promised to the transferor by the transferee, who accepts the transfer on such terms
Lessor	the transferor of the property on lease
Lessee	the transferee of the property transferred on lease
Possession of land	it is not necessary as a owner, it may be as a tenant, trustee or mortgagee in possession
To occupy land	means to possess or to take possession of land
Superior holder	means a land-holder entitled to receive rent or land revenue from other land-holders (called "inferior holders") whether he is accountable or not for such rent or land revenue, or any part thereof, to the State Government
Holding	means a portion of land held by a holder
Rent	the money, share, service or other thing to be so rendered is called the rent
Non-agricultural assessment	means the assessment fixed on any land under the provisions of MLR Code or rules thereunder with reference to the use of the land for a non-agricultural purpose
Survey	it includes the measurement of village land and preparation of survey records based on it. Every holding is separately measured, classified, assessed and defined by boundary mark in the land records and a specific number known as survey no. is given
Survey number	means a portion of land of which the area and assessment are separately entered, under an indicative number in the land records
Revenue Officers	means every officer of any rank whatsoever appointed under any of the provisions of MLR Code, and employed in or about the business of the land revenue or of the surveys, assessment, accounts, or records connected therewith
Classes of persons holding land.	(a) Occupants - Class I, (b) Occupants - Class II, (c) Government lessees  As per Section 29 of the MLR Code, Occupants - class I shall
	consist of persons who hold unalienated land in perpetuity and without any restriction on the right to transfer; occupants – class II shall consist of persons who hold unalienated land in perpetuity subject to restrictions on the right of transfer; the grantee of lease under grant or contract by the Collector of unalienated unoccupied land is called a Government lessee

Description	Definition
Land records	means records maintained under the provisions of, or for the purposes of, the MLR Code and includes all documents, plans, maps, registers, accounts and records
Corporation	means the Municipal Corporation of Greater Mumbai
City	'the city' means the area specified in part I of Schedule A to the Greater Bombay Laws and the Bombay High Court (Declaration of Limits) Act, 1945
Suburbs	means the area specified in Parts II and III of Schedule A to the Greater Bombay Laws and the Bombay High Court (Declaration of Limits) Act, 1945
Mumbai Metropolitan Region	means the area specified in Schedule I of MMRDA Act, 1974. The State Government may, from time to time, by notification in the Official Gazette, amend that Schedule by adding thereto or deleting therefrom any area specified in such notification; and thereupon the modified area shall be the Mumbai Metropolitan Region
Regional Plan	means a plan prepared under the provision of Maharashtra Regional and Town Planning Act, 1966, for the development or redevelopment of Mumbai Metropolitan Region as defined in this Act, or for any part thereof, and includes a draft or final regional plan prepared for the same region or any part thereof whether before or after the commencement of this Act which is for the time being in force
Registration or transfer not to affect right of Government	According to Section 301 of MLR Code, the registration or transfer to any title in the Collector's records shall not be deemed to operate so as in any way to affect any right, title or interest of the Government in the land, house or other immovable property in respect of which any such transfer is made or registered
Old tenure	Term is used in office records means the title of land without any restriction for sale and transfer
New tenure	Term is used in office records for the title of land with restriction. This land cannot be sold/transferred unless its title is converted into old tenure
Occupancy	Means a portion of land held by an occupant. "Occupant" means a holder in actual possession of unalienated land

APPENDIX -II
Comparative statement of various aspects of lease of land by different authorities
(Reference Paragraph 2.2)

SR. NO	ITEM	GOVERNMENT	MMRDA	MHADA	MCGM	
1	Purpose of lease	Residential, Industrial, Commercial, Social, Educational, Agricultural	Residential, Commercial	Residential, Commercial, Educational	Social, Industrial, Commercial, Residential, mixed	
2	Identity of the lessee	Individuals, societies, firms, companies, trusts, social organisations etc.	organisations etc.		Individuals, societies, industries, trusts, social organisations etc.	
3	Standardized model lease document	Does not exist.	Exists	Does not exist  Lease deed prepared by  Legal Cell as per the  conditions of the case	Does not exist  Lease deed prepared by  Legal Cell as per the  conditions of the case	
4	Lease periods involved	1 year to 999 years for the past and now proposed for 30 years	80 years except WTT where it is 99 years	30 years	30 to 999 years and 30 years with effect from October 1998 as per retrospective amendment of 2002	
5	Maximum permissible FSI	1.33 in Mumbai City, 1 in Mumbai suburbs and up to 1 in Pune District	4	2.5	1.33	
6	Method of allotment on lease	Allotment made on the basis of application received from individuals, co-operative societies, industries, Trusts, etc. (Allotment prescribed through advertisement to co-operative Housing Societies but not being followed)	Through public advertisements for auction and selection of the highest bidder	Under the orders of the Government as per Regulation 16	No specific method followed	

SR. NO	ITEM	GOVERNMENT	MMRDA	MHADA	MCGM
7	Execution of lease agreement	After handing over possession of land	Prior to handing over possession of land	Prior to handing over possession of land	After handing over possession of land
8	Method of valuation of land  As per ASR prepared 1 Director of Town Planning, I		Minimum reserve price fixed on the basis of rate at which plot in the same locality was auctioned in the near past	As per ASR prepared by Jt. Director of Town Planning, Pune	As per ASR prepared by Jt. Director of Town Planning, Pune
9	Lease premium	No lease premium is levied	One time premium on the value of the plot at which it was auctioned	Fixed on the basis of resolutions issued from case to case	No lease premium is levied
10	Lease rent	Ranges from Re.1 to amounts based on prescribed percentages of market value.	Nominal lease rent.	Fixed on the basis of different resolutions issued from time to time and case to case. Lease rent for the entire lease period is taken one time as capitalized lease rent at the time of agreement or recovered annually as may be decided in the resolutions.	Ranges from Re.1 to amounts based on prescribed percentages of market value.
11	Periodical revision of lease rent	Not present in cases prior to 1999. Government has introduced clause of periodic revision of lease, which has been challenged in the court of law and hence pending implementation	Not applicable as one time lease premium	Provision exists, however period of 30 years not yet over	Not present in cases prior to 1999. Government has introduced clause of periodic revision of lease, which has been challenged in the court of law and hence pending implementation

SR. NO	ITEM	GOVERNMENT	MMRDA	MMRDA MHADA	
12	Monitoring of leased properties	Carried out but not on regular basis.	System of monitoring till the construction work is completed.	No system in place for periodical monitoring.	System of monitoring on the basis of complaints received.
13	Penalties for breach of conditions	Ranges from issue of warnings to the lessee to resumption of land	Recovery of additional lease premium to resumption of land	Lands to be resumed as per conditions of lease agreement	Imposition of penalties.
14	Policy on eligibility	Exists	Exists	Exists	Government policy being followed
15	Is transfer, inheritance with or without conditions	With existing condition	With existing condition	With existing condition	With existing condition

#### APPENDIX III

# Cases in which renewal is not done after expiry of lease (Reference: Paragraph 2.5.1)

Sr. No.	Name of the Government lessee	Location	Purpose	Lease period	Date of lease	Date of expiry	Current date	No of years after			
				P				expiry			
1	2	3	4	5	6	7	8	9			
	(A) MUMBAI CITY										
1	RESERVE BANK OF INDIA	Colaba	Residential	99	01-12-1907	01-12-2006	30-11-2012	6			
2	JEROM FERNANDES & 1 ORS	Colaba	Residential	50	18-04-1956	18-04-2006	30-11-2012	6			
3	DR.FALI(FRAMROZ) S.MEHTA&DR.KERKI R.MEHTA(TRUSTEE)	Colaba	Residential	66	22-07-1940	22-07-2006	30-11-2012	6			
4	BOMBAY GYMKHANA LIMITED	Fort	Residential	65	25-01-1941	25-01-2006	30-11-2012	6			
5	THE KHATAN MAKANJI SPG & WVG CO LTD	Mazgaon	Residential	99	01-09-1906	01-09-2005	30-11-2012	7			
6	ABUBKAR USMAN DARVESH & 2 OTHERS	Mazgaon	Residential	99	01-09-1906	01-09-2005	30-11-2012	7			
7	AMINABAI MOHOMEDALLY MOHSINBHAI KADERBHAI	Byculla	Residential	50	01-10-1955	01-10-2005	30-11-2012	7			
8	ABDUL KADAR GULAM HUSAIN DAYA	Byculla	Residential	50	01-07-1953	01-07-2003	30-11-2012	9			
9	ABDUL SATAR MOHMED HAJI V AHEDIN & 6 ORS	Mazgaon	Residential	45	01-09-1958	01-09-2003	30-11-2012	9			
10	ESMAIL EBRAHIM	Mazgaon	Residential	45	01-09-1958	01-09-2003	30-11-2012	9			
11	ERACH SHAPURJI MISTRY & 4 OTHERS TRUSTEES	Mazgaon	Residential	99	01-09-1903	01-09-2002	30-11-2012	10			
12	ARAVIND PROPERTIES LTD	Mazgaon	Residential	99	01-09-1903	01-09-2002	30-11-2012	10			
13	H H SULTAN MOHAMMAD SHAH	Mazgaon	Residential	99	01-09-1903	01-09-2002	30-11-2012	10			
14	THE BOMBAY MUNICIPAL CORPORATION	Mazgaon	Residential	99	01-09-1903	01-09-2002	30-11-2012	10			

1	2	3	4	5	6	7	8	9
15	VICENTA MARIA SOCIAL SERVICE SOCIETY.	Mazgaon	Residential	99	01-09-1903	01-09-2002	30-11-2012	10
16	SULEBHAI ALIBHAI RANGWALA	Mazgaon	Residential	99	01-09-1903	01-09-2002	30-11-2012	10
17	IBRAHIM HUSAIN BHOMBAL & OTHERS	Mazgaon	Residential	99	01-09-1903	01-09-2002	30-11-2012	10
18	RAMESHCHANDRA G.KANSARA	Mazgaon	Residential	99	01-09-1903	01-09-2002	30-11-2012	10
19	M/S.HEMALI INVESTMENT & FINANCE PVT.LTD.	Mazgaon	Residential	99	01-09-1903	01-09-2002	30-11-2012	10
20	THAKIRDAS PANCHAND ZAVERI & ANOTHER	Mazgaon	Residential	99	01-09-1903	01-09-2002	30-11-2012	10
21	SYED ABDUL HAMID KADRI	Mazgaon	Residential	99	01-09-1903	01-09-2002	30-11-2012	10
22	SHAIKH CASSAM VALAD LAL MOHOMED HADIWALA	Mazgaon	Residential	99	01-09-1903	01-09-2002	30-11-2012	10
23	SHAIKH CASSAM VALAD LAL MOHOMED HADIWALA	Mazgaon	Residential	99	01-09-1903	01-09-2002	30-11-2012	10
24	THE BOMBAY DIOSISAN TRUST ASOSIATION PVT LTD	Mazgaon	Residential	89	01-02-1913	01-02-2002	30-11-2012	10
25	HAFIZA BEGUM W/O SYED ABDUL HAMID KADRI	Mazgaon	Residential	99	01-09-1903	01-09-2002	30-11-2012	10
26	THE MERCANTILE BANK OF INDIA PVT LTD	Malabar Hills	Residential	50	04-04-1952	04-04-2002	30-11-2012	10
27	GULAM MOHAMMAD NABIBUX	Byculla	Residential	50	29-04-1950	29-04-2000	30-11-2012	12
28	MR.SURESH R.CHAVAN & OTHERS	Byculla	Residential	50	01-09-1949	01-09-1999	30-11-2012	13
29	MAKHMUDULLA KHAN ALIAS HUSEINLALA KARAMDADKHAN	Byculla	Residential	50	03-05-1949	03-05-1999	30-11-2012	13
30	SAYYAD MAHOMAD BAKAR	Byculla	Residential	50	01-09-1949	01-09-1999	30-11-2012	13
31	SHAMSUDDIN NOMANBHAI	Byculla	Residential	50	05-05-1949	05-05-1999	30-11-2012	13

1	2	3	4	5	6	7	8	9
32	BOMBAY MUNICIPAL CORPORATION BOMBAY CITY	Colaba	Residential	50	18-06-1948	18-06-1998	30-11-2012	14
33	ABDUL HAMID MOHMED HASSAN SHAIK AHMED MUCKBA	Mandvi	Residential	50	01-05-1947	01-05-1997	30-11-2012	15
34	RAGHUNATH VITHHAL KOTHMIRE & 2 OTHERS	Girgaon	Residential	50	22-11-1945	22-11-1995	30-11-2012	17
35	THE SAT TAD KADIM MOSQUE TRUST	Mandvi	Residential	50	01-05-1944	01-05-1994	30-11-2012	18
36	M/S.SUMER ASSOCIATES.	Mazgaon	Residential	99	20-12-1894	20-12-1993	30-11-2012	19
37	THE CHURCH OF SCOTLAND TRUST	Fort	Residential	99	14-06-1894	01-06-1993	30-11-2012	19
38	WALLACE FLOOR MILLS COMPANY LTD	Mazgaon	Residential	99	01-10-1893	01-10-1992	30-11-2012	20
39	SHEVCHANDRA ROY PODDAR	Colaba	Residential	21	01-12-1970	01-12-1991	30-11-2012	21
40	RUSTOM DANIAR IRANI	Byculla	Residential	50	01-05-1941	01-05-1991	30-11-2012	21
41	ISAAC NEYYARAPALLY THOMAS	Fort	Residential	55	26-06-1933	26-06-1988	30-11-2012	24
42	MOHAMED HANIF ISMAIL	Fort	Residential	53	01-03-1935	01-03-1988	30-11-2012	24
43	RATANSI MULJI & TWO OTHERS	Fort	Residential	52	01-10-1936	01-10-1988	30-11-2012	24
44	THE MAHARASHTRA STATE BHARAT SCOUTS & GUIDES	Mahim	Residential	10	26-08-1978	26-08-1988	30-11-2012	24
45	M/S.PRITHVI COTTON MILLS LTD	Malabar Hills	Residential	99	10-01-1887	10-01-1986	30-11-2012	26
46	BOMBAY MUNICIPAL CORPORATION	Colaba	Residential	6	13-06-1980	13-06-1986	30-11-2012	26
47	KHUSHALDAS YALLABHADAS & ONE OTHERS	Lower Parel	Residential	33	31-12-1952	31-12-1985	30-11-2012	27
48	MEHERJIBHOY PALLONJI MISTRY & 5 OTHERS	Colaba	Residential	30	15-04-1955	15-04-1985	30-11-2012	27
49	NEW RIDGE APARTMENT CO-OP HSG SOC LTD	Malabar Hills	Residential	50	01-12-1932	01-12-1982	30-11-2012	30

1	2	3	4	5	6	7	8	9
50	CAWASSHAW SORABJI PAUWALA & 3 OTHERS	Malabar Hills	Residential	50	01-12-1932	01-12-1982	30-11-2012	30
51	HABIB JANMOHMED & ANOTHER	Mazgaon	Residential	45	14-11-1937	14-11-1982	30-11-2012	30
52	MORESHWAR ANANTRAO MHATRE & 1 OTHERS	Mazgaon	Residential	45	14-11-1937	14-11-1982	30-11-2012	30
53	PRABHAKAR RAMCHANDRA MHATRE & 4 OTHERS	Mazgaon	Residential	45	14-11-1937	14-11-1982	30-11-2012	30
54	KANTA LAKHUMAL HIRANANDANI & 4 OTHERS	Malabar Hills	Residential	25	01-10-1957	01-10-1982	30-11-2012	30
55	PAVLOVA CO-OPERATIVE HOUSING SOCIETY LIMITED	Malabar Hills	Residential	25	01-10-1957	01-10-1982	30-11-2012	30
56	STERLING INVESTMENT CORPORATION PRIVATE LIMITED	Malabar Hills	Residential	25	01-10-1957	01-10-1982	30-11-2012	30
57	MUNICIPAL CORPORATION OF GREATER BOMBAY	Byculla	Residential	50	01-05-1931	01-05-1981	30-11-2012	31
58	NARIMAN DOSSABHAI UMRIGAR	Byculla	Residential	50	01-05-1930	01-05-1980	30-11-2012	32
59	FATMABAI SAYED ABDUL KADAR.	Mazgaon	Residential	99	01-01-1880	01-01-1979	30-11-2012	33
60	GREATER BOMBAY POLICE CLUB	Fort	Residential	15	04-04-1963	04-04-1978	30-11-2012	34
61	MALIK LIYAQAT HUSAIN GULAM NABI	Byculla	Residential	50	01-05-1927	01-05-1977	30-11-2012	35
62	REV. MANUAL XAVIER GOMES ROSE & FIVE TRUSTEES	Mazgaon	Residential	99	01-08-1873	01-08-1972	30-11-2012	40
63	SHIVDAS CHAPSI & SIX ORS	Mazgaon	Residential	99	01-01-1873	01-01-1972	30-11-2012	40
64	MULJI ALIAS SHANKAR CHAPSI & OTHERS.	Mazgaon	Residential	99	01-01-1873	01-01-1972	30-11-2012	40
65	BAI LADAKABAI W/O NANAJI HARIRAM.	Mazgaon	Residential	99	01-01-1873	01-01-1972	30-11-2012	40
66	SHETH RANCHODDAS VALLABHDAS & ANOTHER	Mazgaon	Residential	99	01-01-1873	01-01-1972	30-11-2012	40
67	K S THAKKAR & 4 OTHERS	Mazgaon	Residential	99	01-01-1873	01-01-1972	30-11-2012	40

1	2	3	4	5	6	7	8	9
68	KASAMALI K.PORBANDRAWALA AND 7 OTHERS	Mazgaon	Residential	99	01-08-1873	01-08-1972	30-11-2012	40
69	MARGARET RUBY AND OTHERS	Mazgaon	Residential	99	01-01-1873	01-01-1972	30-11-2012	40
70	DINANATH RAMRAO JAIKAR & 4 ORS	Matunga	Residential	21	01-05-1950	01-05-1971	30-11-2012	41
71	THE BOMBAY DIOSISAN TRUST ASSOCIATION LTD	Colaba	Residential	30	24-06-1932	24-06-1962	30-11-2012	50
72	STERLING INVESTMENT CORP.PVT.LTD.	Colaba	Residential	21	06-08-1938	06-08-1959	30-11-2012	53
73	MULAJI HARIDAS	Colaba	Residential	50	01-05-1904	01-05-1954	30-11-2012	58
74	BAI FATMABAI W/O HAJIALI MOHOMED HAJI KASAM	Girgaon	Residential	50	01-05-1897	01-05-1947	30-11-2012	65
75	MOHANLAL N MEHTA & FOUR OTHERS TRUSTEES	Girgaon	Commercial	60	24-10-1939	24-10-1999	30-11-2012	13
76	INDIAN OIL CORPORATION	Byculla	Commercial	30	15-02-1933	15-02-1963	30-11-2012	49
77	THE COLABA RAJAK CONSUMERS CO OP SOC	Colaba	Commercial	5	19-11-1957	19-11-1962	30-11-2012	50
78	RICHARDSON & CRUDDAS LTD.	Byculla	Industrial	99	01-09-1903	01-09-2002	30-11-2012	10
79	RICHARDSON & CRUDDAS LTD.	Byculla	Industrial	99	01-09-1903	01-09-2002	30-11-2012	10
80	RICHARDSON & CRUDDAS LTD.	Byculla	Industrial	99	12-08-1893	12-08-1992	30-11-2012	20
81	M/S HINDUSTAN PETROLEUM CORPORATION LTD.	Fort	Industrial	21	01-01-1965	01-01-1986	30-11-2012	26
82	SHREE SHAKTI MILLS LTD	Lower Parel	Industrial	50	01-11-1935	01-11-1985	30-11-2012	27
83	THE NATIONAL RAYON CORPORATION OF INDIA	Lower Parel	Industrial	21	28-07-1964	28-07-1985	30-11-2012	27
84	THE SIMPLEX MILLS CO LTD	Byculla	Industrial	99	22-04-1884	22-04-1983	30-11-2012	29
85	RICHARDSON & CRUDDAS LTD.	Byculla	Industrial	99	28-03-1875	28-03-1974	30-11-2012	38
86	M/S BOMBAY CHEMICALS LTD	Mazgaon	Industrial	99	01-01-1873	01-01-1972	30-11-2012	40

1	2	3	4	5	6	7	8	9
87	THE BOMBAY DIOSISAN TRUST ASSOCIATION PVT LTD	Mazgaon	Others	99	07-01-1907	07-01-2006	30-11-2012	6
88	SHAPURJI PALLANJI MISTRY & 6 ORS TRUSTEES	Mazgaon	Others	99	01-09-1903	01-09-2002	30-11-2012	10
89	MRS REGINA ALBINA ROCHA PINTO	Mazgaon	Others	99	01-09-1903	01-09-2002	30-11-2012	10
90	TRUSTEES OF THE MERWANJI FRAMJI CHARITABLE FUND	Mazgaon	Others	99	01-09-1903	01-09-2002	30-11-2012	10
91	THE PARSI GYMKHANA	Bhuleshwar	Others	30	01-01-1970	01-01-2000	30-11-2012	12
92	THE ISLAM GYMKHANA	Bhuleshwar	Others	30	01-01-1970	01-01-2000	30-11-2012	12
93	THE WILSON COLLEGE GYMKHANA	Bhuleshwar	Others	30	01-01-1970	01-01-2000	30-11-2012	12
94	THE WOODHOUSE GYMKHANA	Fort	Others	60	01-01-1939	01-01-1999	30-11-2012	13
95	TYEBAILY MAHOMEDALI	Byculla	Others	50	01-05-1948	01-05-1998	30-11-2012	14
96	THE HINDU GYMKHANA	Bhuleshwar	Others	30	01-01-1970	01-01-2000	30-11-2012	12
97	THE CATHOLIC GYMKHANA LTD	Bhuleshwar	Others	30	06-01-1947	06-01-1977	30-11-2012	35
	(B) MUM	BAI SUBURBA	N DISTRICT					
1	SHRI MADHUSUDAN UPADHYAY	Bandra	Residential	30	09-11-1967	09-11-1997	30-11-2012	15
2	SHRI. J.A.BAIRO	Bandra	Residential	30	04-12-1961	04-12-1991	30-11-2012	21
3	SHRI. CHUNNILAL DHARAMDAS GANDHI, SHRI. M.M.GANDHI	Bandra	Residential	30	01-01-1951	01-01-1981	30-11-2012	31
4	M/S SIKING PREMISES CO-OPERATIVE HOUSING SOCIETY LTD	Bandra	Residential	30	01-01-1951	01-01-1981	30-11-2012	31

1	2	3	4	5	6	7	8	9
5	SMT. MERRY SIBIL PARERA (BANDSTAND CO- OPERATIVE HOUSING SOCIETY)	Bandra	Residential	30	01-01-1951	01-01-1981	30-11-2012	31
6	SMT. GAURI KHAN AND SHAHRUKH KHAN (SHRI. NARIMAN K.DUBHASH)	Bandra	Residential	30	01-01-1951	01-01-1981	30-11-2012	31
7	SEEMA APARTMENT SMT. ZOHRA S. NAYANI	Bandra	Residential	30	01-01-1951	01-01-1981	30-11-2012	31
8	SHRI HAJI HABIB HAJIKARIM	Bandra	Residential	30	01-01-1951	01-01-1981	30-11-2012	31
9	SMT GRESI MARTHA LOPIS	Bandra	Residential	30	01-01-1951	01-01-1981	30-11-2012	31
10	ARCH BISHOP OF BOMBAY	Bandra	Residential	30	01-01-1951	01-01-1981	30-11-2012	31
11	M/S RAJESH CONSTRUCTIONS	Bandra	Residential	30	01-01-1951	01-01-1981	30-11-2012	31
12	SHRI SIMALNATH	Danda	Residential	7	08-01-1958	08-01-1978	30-11-2012	34
13	KURLA SCRAP MERCHANT ASSOCIATION	Mandala	Commercial	30	16-09-1976	16-09-2006	30-11-2012	6
14	MAHARASHTRA CHAMBER OF COMMERCE	Parighkhar	Commercial	30	17-11-1976	17-11-2006	30-11-2012	6
15	M/S KANAJI MANAJI AND COMPANY	Kurla Kirol	Commercial	15	17-01-1989	17-01-2004	30-11-2012	8
16	MULTI USE GOODS SHOP CO-OPERATIVE SOCIETY	Juhu	Commercial	30	12-07-1972	12-07-2002	30-11-2012	10
17	ENCROACHMENT OF SINDHI SHOP VENDORS	Wadavli	Commercial	50	1948	01-01-1998	30-11-2012	14
18	GONAN DANKARLI AND COMPANY	Vileparle	Commercial	30	15-05-1967	15-05-1997	30-11-2012	15
19	M/S JUHU BEACH RESORT PVT LTD	Juhu	Commercial	50	25-03-1942	25-03-1992	30-11-2012	20
20	HOTEL CORPORATION OF INDIA	Juhu	Commercial	50	01-08-1951	01-08-1991	30-11-2012	21
21	M/S RAHEJA REALTY SERVICES PVT. LTD	Juhu	Commercial	30	09-06-1942	09-06-1972	30-11-2012	40
22	M/S SUN AND SAND HOTEL	Juhu	Commercial	2	30-11-1968	30-11-1970	30-11-2012	42

1	2	3	4	5	6	7	8	9
23	NATIONAL SOCIETY FOR CLEAN CITIES	Bandra	Social	20	03-11-1975	03-11-2005	30-11-2012	7
24	M.N.SINGH	Darivali	Social	10	24/3/1994	24-03-2004	30-11-2012	8
25	POST AND TELEGRAPH DEPARTMENT	Danda	Social	30	09-01-1968	09-01-1998	30-11-2012	14
26	JUHUTARA KOLI SAMAJ	Juhu	Social	30	14-04-1952	14-04-1982	30-11-2012	30
27	SPASTIC SOCIETY OF INDIA	Bandra	Educational	30	15-01-1981	15-01-2011	30-11-2012	1
28	SAMAJONNATI EDUCATION INSTITUTE	Boriwali	Educational	15	02-02-1995	02-02-2010	30-11-2012	2
29	JANTA SEWA MANDAL	Chembur	Educational	30	08-06-1979	08-06-2009	30-11-2012	3
30	NATIONAL INSTITUTE OF MUTE AND DEAF	Bandra	Educational	30	19/12/1978	19-12-2008	30-11-2012	4
31	GYAN KENDRA	Ambivali	Educational	15	31-07-1990	31-07-2005	30-11-2012	7
32	UTTAR BHARATIYA SANGH	Bandra	Educational	15	12-11-1981	12-11-1996	30-11-2012	16
33	JANTA SEWA MANDAL	Chembur	Educational	15	16-06-1977	16-06-1992	30-11-2012	20
34	HINDUSTAN PETROLEUM CORPORATION	Mahul	Others	5	01-06-2006	01-06-2011	30-11-2012	1
35	MAHARASHTRA STATE LAWN TENNIS ASSOCIATION	Chembur	Others	15	01-01-1986	01-01-2001	30-11-2012	11
36	M/S PARAMOUNT HOTEL PVT. LTD	Akse	Others	3	15-07-1995	01-07-1998	30-11-2012	14
37	M/S KANDY FILTERS INDIA LTD	Kandivli	Others	5	11-08-1987	11-08-1992	30-11-2012	20
	((	C) PUNE DISTR	ICT					
1	NANABHAU DEOGI NAIKWADI	Khed	Residential	50	11-02-1920	11-02-1970	30-11-2012	42
2	NANABHAU DEOGI NAIKWADI	Khed	Residential	50	11-02-1920	11-02-1970	30-11-2012	42
3	SAMBHAJI NANABHAU NAIKWADI	Khed	Residential	50	11-02-1920	11-02-1970	30-11-2012	42

1	2	3	4	5	6	7	8	9
4	GOLF CLUB S.NO.257, YERWADA, PUNE	Pune City	Commercial	30	29-11-1977	29-11-2007	30-11-2012	5
5	CHAIRMAN SHRI CHATRAPATI SHIKSHAN SANSTHA BHAVANINAGAR	Indapur	Educational	15	19-12-1996	19-12-2011	30-11-2012	1
6	SANEGURUJI EDUCATION SANSTHA, URALEDEVI	Haveli	Educational	15	09-06-1994	09-06-2009	30-11-2012	3
7	ADHYAKSH PUNE ZILLA SHIKSHAN MANDAL , PUNE, MAUJE, PANDESHWAR	Purandare	Educational	15	10-01-1993	10-01-2008	30-11-2012	4
8	RAYYAT SHIKSHAN SANSTHA PARGAON , TAL DAUND, PUNE	Dound	Educational	15	13-10-1992	13-10-2007	30-11-2012	5
9	ALL INDIA SHIVAJI MEMORIAL SOCIETY BORIBHADAK , TAL DAUND , PUNE	Dound	Educational	15	27-05-1991	27-05-2006	30-11-2012	6
10	SUHAD MANDAL PUNE 805 SCRUTI BHANDARKAR PATH SHIVAJINAGAR, DHAYARI, PUNE-5	Haveli	Educational	15	20-10-1994	20-10-2004	30-11-2012	8
11	BALMOHAN VIDHYA MANDIR TRUST, TALEGAON	Mawal	Educational	30	09-02-1972	09-02-2002	30-11-2012	10
12	PUNE DISTRICT EDUCATION MANDAL PUNE MOUZE KARMOLI, TQ. MULSHI, PUNE	Mulshi	Educational	15	18-11-1986	18-11-2001	30-11-2012	11
13	BALMOHAN VIDHYA MANDIR TRUST, TALEGAON	Mawal	Educational	15	17-10-1974	17-10-1989	30-11-2012	23
14	BALMOHAN VIDHYA MANDIR TRUST, TALEGAON	Mawal	Educational	15	09-02-1972	09-02-1987	30-11-2012	25
15	SHIVAJI SHIKSHAN PRASARK MANDAL, BAWADA	Indapur	Educational	15	02-05-1969	02-05-1984	30-11-2012	28
16	SANT MUKTI BAI VIDYALYA, SHELGAON TARFE	Indapur	Educational	15	02-05-1969	02-05-1984	30-11-2012	28
17	BALMOHAN VIDHYA MANDIR TRUST, TALEGAON	Mawal	Educational	15	14-10-1967	14-10-1983	30-11-2012	29
18	MAHARASHTRA STATE MILK SAHAKARI SANGH LTD. KATRAJ, PUNE	Haveli	Social	10	01-01-1969	01-01-1979	30-11-2012	33
19	SMT. SWATI VINAYAK NIMHAN, ZUNG BANGLOW, SWARWADI, PUNE	Haveli	Others	10	27-08-1993	27-08-2003	30-11-2012	9

1	2	3	4	5	6	7	8	9			
	(D) MUNICIPAL CORPORATION OF GREATER MUMBAI										
1	WESTERN RAILWAY	Marine Lines	Residential	93	01-06-1915	31-05-2008	30-11-2012	4			
2	N.L. MEHTA GENERAL POWER OF ATTORNEY	Fort	Residential	99	11-11-1904	10-11-2003	30-11-2012	9			
3	GRACY THOMAS & OTHER	Chawpatty	Commercial	99	13-03-1913	12-03-2012	30-11-2012	1			
4	GULABSINGH GOCULDAS	Chawpatty	Commercial	99	20-04-1910	19-04-2009	30-11-2012	3			
5	M/S. F.M. CHINOY & PVT. LTD.	Chawpatty	Commercial	93	15-02-1916	14-02-2009	30-11-2012	3			
6	ARDESHIR EDUJI SERVAI & ANR.	Fort	Commercial	99	21-12-1909	20-12-2008	30-11-2012	4			
7	THE PEOPLE EDUCATION SOCIETY	Fort	Commercial	99	21-12-1907	20-12-2006	30-11-2012	6			
8	M/S.FORBES, CAMPBELL & CO. LTD.,	Fort	Commercial	99	25-09-1907	24-09-2006	30-11-2012	6			
9	GOOLBAI W/O JEHANGIR PALLONJI KAVARANA	Colaba	Commercial	99	06-08-1902	05-08-2001	30-11-2012	11			
10	DEUTSCHE BANK (AG)	Fort	Commercial	99	24-04-1902	23-04-2001	30-11-2012	11			
11	THE ORIENTAL FIRE AND GENERAL INSURANCE CO.LTD.,	Colaba	Commercial	99	05-12-1901	04-12-2000	30-11-2012	12			
12	ELLEN KEKI MODI & OTHERS PARTNERS OF THE FIRM OF M/S.EMPIRE ESTATES	Fort	Commercial	99	13-12-1901	12-12-2000	30-11-2012	12			
13	BENNETT COLEMAN & CO. LTD.	Fort	Commercial	99	04-04-1901	03-04-2000	30-11-2012	12			
14	TAJ BUILDING CONDOMINIUM OF INDIA	Fort	Commercial	99	05-12-1901	04-12-2000	30-11-2012	12			
15	THE AGENT CHARTERED BANK OF INDIA AUSTRALIA & CHINA	Fort	Commercial	99	04-01-1897	03-01-1996	30-11-2012	16			
16	SHRI LAXMI WOOLLEN MILLS ESTATE PVT. LTD.	Mahalaxmi	Industrial	30	04-03-1982	03-03-2012	30-11-2012	1			
17	THE WESTLEYAN METHODIST MISSONARY TRUSTASSOCIATION	Colaba	Other	99	01-09-1909	31-08-2008	30-11-2012	4			

# APPENDIX IV Details of cases in which unearned income levied by the Collector, Mumbai City

(Reference: Paragraph 2.5.2)

Sr. No.	Name of lessee, CS No. and location	Area in sq m	Amount (₹ in lakh)	Date of issue of demand by the
1	Raghunath Narayan & others, 302 & 303, Mazgaon	485.83	59.03	department   21-5-2012
2	Bhanushali Brothers Pvt. Ltd., 3/207 & 4/207, Salt Pan	5,400.09	189.88	29-9-2007
3	Dwarkadas Govardhandas; 396 (CTS), 1/396, Mazgaon	4,893.66	1,318.20	2-1-2010
4	Maharashtra Rajya Sahakari Sakhar Karkhana Sangh Ltd (MRSSKSL), 1971, Fort	2,440.57	150.65	27-5-1997
5	Shree Laxmi Woolen Mill Pvt. Ltd., 66, Lower Parel subleased to Khushaldas Vallabhdas and Lanchand Khushaldas	4,579.47	1,559.31	19-10-2010
6	Raghunath Narayan & Others, 448, Mazgaon	1,339.47	222.01	21-1-2012
7	Isaac Neyyar Pally, 1140; Pt.110, Fort	204.01	129.75	27-2-2012
	Total		3,628.83	

### APPENDIX V

# Details of cases in which unearned income was not computed by the Department for recovery

(Reference: Paragraph 2.5.2)

(₹ in lakh)

Sr. No.	Name of lessee, CS No. and location	Area in sq m	Date of transfer/ sale/ assignment	Amount (₹)
1	Mafatlal Industries Ltd., 592 and 593, Mazgaon	59,201.50 & 11,150.60	17-6-2011	30,290.00
2	Sultan Mahammad Shah Agakhan & Others, 362, Mazgaon.	3,769.91	20-6-1981	85.20
3	Shree Hashim Premji, 31 and Colaba	2,589.39	15-1-1982	1.98
	Total			30,377.18

#### APPENDIX-VI

# Recovery of unearned income/premium (Reference: Paragraph 2.5.2)

(₹ in crore)

Sr. no.	Para No.	Name of the lessee	Unearned income/ premium (₹)
		MUMBAI CITY	
1.	3.3.4	MTDC	1.42
2.	3.5.1	Sportsfield Co-operative Housing Society	0.03
		Total (a):	1.45
		MUMBAI SUBURBAN DISTRICT	
1	4.2.6	M/s Ganon Dunkerly and Co. Ltd.	0.53
2	4.2.14	M/s Jolly Brothers	199.14
3	4.2.15	M/s Sahani Kirkood Pvt. Ltd.	0.62
4	4.4.1	Maharashtra Theatre	0.48
5	4.4.2	Held by individual	0.78
6	4.4.2	Held by individual	1.57
7	4.4.2	Held by individual	0.32
		Total (b)	203.44
		Grand Total (a)+(b)	204.89

#### **ABSTRACT**

	11201		
		No. of cases	Amount (₹ in crore)
Appendix-IV	Mumbai City	7	36.28
Appendix-V	Mumbai City	3	303.77
Appendix-VI	Mumbai City	2	1.45
	Total (c)	12	341.50
Appendix-VI	Mumbai Suburban	7	203.44
	Total (d)	7	203.44
	Grand Total (c)+(d)	19	544.94

#### APPENDIX VII

## List of GR's, Circulars and Memoranda wherein reference to the codal provisions were not made

(Reference: Paragraph 2.5.3)

Sr.	Particulars	No. and Date of publication	Subject
No. 1	2	3	4
1	Government Resolution	LND 1067/122964-AI No. 5723/51 dated 1 October 1954	Fixation of rent of leased land at market value
2	Government Resolution	LND 4857/169146-AI, Sachivalaya, Bombay, 21 November 1957	Building Plots- (i) Permission for sale of land on lease (2) Breaches of conditions and (3) Extension of period for construction of building(s).
3	Government Resolution	LND 1067/122964-AI dated 3 November 1969	Fixation of rent of leased land at market value
4	Circular	LRF 1069/ 182496-B dated 20 December 1969	Submission of proposals of grant of land for Educational, Charitable or public purposes, revenue free on concessional terms to Institutions/ Local Authorities
5	Circular	LND-1077/ 3507/ CR-263/ G-5 dated 16 May 1978	Charging of interest in cases where advance possession of the land is given and lease rent in cases where land is granted on lease basis.
6	Circular	NO.LRF-1083/71134/CR-3478/ G-6, Mantralaya, Bombay, dated 8 February 1983	Government Lands: Revenue Free / Concessional grants of land for education and other purposes policy regarding thereto.
7	Government Resolution	No.LCS-1083/1882/CR-222/G- 4 dated 12 May 1983	Policy for allotment of land to the Co-operative Housing Society.
8	Government Resolution	LRF 1083/ 1496/ CR-3700/ G-6 dated 11 May 1984	Grant of Government land at concessional rates for the promotion of Educational, Charitable or public purposes.
9	Government Resolution	LBS-1086/ 2644/ Pr. Kr. 196/ G-8 dated 14 June 1988	Levy of additional rent for change in use of premises in buildings of hospitals, schools, colleges, Co-op. Hsg. Soc. for other profitable purpose than that originally granted
10	Circular	LND 1088/ 222336/ 2162/ G-9 dated 23 January 1989	Inclusion of terms and conditions in lease allotment orders for all lease cases- Revision of rent every ten years
11	Circular	LND-1090/Pr.Kr.94-J-1, Mantralaya, Mumbai dated 22 May 1990	Action to be taken by the Collector in case of any breach in the allotment of land on lease/ occupancy price.
12	Government Resolution	LND 1092/ Pr. Kr. 84/ J-1 dated 30th June 1992	Annual lease rent to be levied from date of possession of land at revised rates
13	Government Resolution	LRF 1092/ Pr. Kr. 85/ J-1 dated 20 July 1992	Grant of Government land to charitable organisations/ private institutions/ trusts etc. revenue free/ concessional rates for the construction of hospitals.
14	Circular	No.LND 1096/341/P.Kr.4/96/AI Mantralaya, Mumbai. Dated 22 February 1996	Allotment of land on occupancy price/lease-maintenance of register relating to allotment of land and action to be taken in case of breach.

1	2	3	4
15	Government Resolution	No.LCS 1095/Pr.Kr.37/95/J-1, Mantralaya, Mumbai., dated 9 July 1999	Policy regarding allotment of Government land to Cooperative Housing Society.
16	Government Resolution	No.LND 1085/134222/Pr.Kr.184 / J-2, Mantralaya, Mumbai dated 5 October 1999	Renewal of Lease on expiry in Mumbai City and Mumbai Suburban District.
17	Government Resolution	LBR 252000/ 175756/ M-963/ J-2 dated 23 November 2001	Sale/ Transfer of premises in buildings standing over land sanctioned by the Government for industrial/ commercial purpose i.e. Transfer/ License fee, penalty for unauthorized change in use/ sale/ breach of conditions, Unearned income for vacant land
18	Government Resolution	LBL 1002/ Pr. Kr. 154/ J-2 dated 24 August 2004	Transfer/ License fee leviable for sale/ transfer/ sub letting on rental basis of flats/ premises for industrial/ commercial use in buildings on Government land sanctioned for Industrial, Commercial and Residential purpose
19	Circular	No.Misc.1004/Pr.Kr.336/J-2 R&F department, Mantralaya, Mumbai, dated 6 January 2005	Permission for redevelopment of leased land.
20	Government Resolution	LND 10/ 2002/ Pr. Kr. 387/ J-1 dated 29th May 2006	Implementing the revised policy of valuation on the basis of ready reckoner in all cases where Government land is leased/ ownership transferred or where valuation of land is involved
21	Circular	LBS 2502/ 115050/ Pr. Kr. 142/ J-2 dated 4 August 2006	Levy of License fee on Gymkhana/ Sports organisations for renting Hall/ Open space for marriage/ reception functions/ shows etc.
22	Government Circular	No.Misc05/2006/Pr.Kr. 43/ J-1 R&FD Department, Mantralaya, Mumbai dated 31 October 2006	Registration of lease land /occupancy price while renewal or granting permission for renewal under Bombay Stamps Act 1958
23	Government circular	No.Land-01/2007/Pr.Kr.4/J-1 Mantralaya, Mumbai, dated 22 February 2007	Change of use with the prior permission of the Collector
24	Circular	LND 2007/ 184/ Pr. Kr. 151/ J-2 dated 11 June 2007	Grant of 'No Objection Certificate' for redevelopment of Government land by the Collector office should not be done without prior permission of Government
25	Government Resolution	LBR 2586/ Pr. Kr. 266/ J-2 dated 7 September 2007	Policy regarding permission for use of Government land building premises for profitable purposes by levying additional ground rent/ license fee
26	Circular	LND 11/ 2007/ Pr. Kr. 98/ J-1 dated 31 December 2007	Implementing the revised policy of valuation on the basis of ready reckoner in all cases where Government land is leased/ ownership transferred or where valuation of land is involved
27	Memoranda on case to case basis	-	Levy of redevelopment charge / transfer charge

#### APPENDIX-VIII

# Recommendations of the Public Accounts Committee (PAC) on paragraphs featured in the Audit Reports (Reference: Paragraph 2.7.1.1)

Sr No.	Reference to Audit Report/ paragraph	Depar tment	Subject	Report No. and Year of PAC meeting and their recommendations	Action Taken Notes
1	1997-98 Paragraph No. 3.10	R & FD	Loss of revenue due to non-registration of property	5th Report 2006-07:  Enquiry must be made to ascertain whether the land allotted from 1947 till date to various individuals/organisations are being used for the purpose for which they were originally allotted, if not, the Revenue Department must undertake a drive to find out the cases where the original purpose of the land allotted has changed and recover penalty from the concerned persons. This drive must be conducted on a war footing and the action taken in this regard must be submitted to the committee within three months.  (Sr. No. 2.46 of the PAC Report)	Not received
2	1998-99 Paragraph No. 4.2.7	-do-	Loss due to failure to evict encroach- ments and non-levy of occupancy price	6 <sup>th</sup> Report 2007-08.  A review of the land which is allotted / leased should be taken by the Collector every three months and how much land is in possession of the Government, its present status, how much land is given on rent and to whom, how much land is under encroachment, etc., and issue instruction to all the Collectors to submit their Report to the Government.  (Sr. No. 3.96 of the PAC Report)	Not received
3	1998-99 Paragraph No. 4.2.10	-do-	Non-recovery of penal occupancy price/penal lease rent	6 <sup>th</sup> Report 2007-08.  The Committee has clearly recommended that as per Government's circular dated 4 <sup>th</sup> March 1996, the implementation of detailed suggestions should be done and to find out illegal encroachments and evict them and curb the tendency of encroachment.  (Sr. No. 5.39 of the PAC Report)  It was necessary that the land given on lease rent for 30 years in the year 1966 should have been taken back by Government after the expiry of 30 years in 1996. Committee is of the clear opinion that, except sending the notices no action was taken by the Government in this regard.  It is recommended that it is necessary to physically verify the site and realistic information should be submitted to the Committee.  (Sr. No. 5.42 of the PAC Report)	Not received

#### APPENDIX-IX

# Non-registration of Lease Deed (Mumbai city) (Reference: Paragraph 3.1)

	· ·		iragrapii 3:1)		
Sr. No.	Name of lessee, CS No. and Location	Area in sq m	Amount of lease rent per annum in ₹	Date of possession	Period for which lease deed not registered (in years)
1	MCGM 2/600 , Colaba	21,385.87	5,56,035	15-06-1980	32
2	M/s R.R. Investment and Estate Private Limited,	3,218.25	7,67,900	14-05-1970	42
	1923/BBR-III, Fort Division				
3	Sindh Work Co-operative Housing Society, Malabar Hills Mumbai-6, 4/697 Malabar Division	6,637.46	11,400	21-04-1970	42
4	Maliram Mittal, 1933 Plot No.228 BBR-III Fort Division	4,325.40	11,38,662	05-05-1972	40
5	M/s Maker Development Services Pvt.Ltd., Plot No. 734,74,83,84 Block V BBR	16,834.08	43,76,861	19-04-1974	38
6	Nirmal Commercial Pvt. Ltd., 1919/BBR-III, Fort Division	3,449.00	Not available	28-11-1964	47
7	BEST under taking, 1967/BBR-III, Fort Division CS No.(149-150)	7,944.44	2,58,193	March 1974	38
8	Greater Bombay Police Club, 1/1448 & 3/1448 Fort Division	1,870.93	1	05-06-1979	33
9	Prerana Premises Pvt. Ltd. Maker Bhavan New Marine Lines,1963/BBR- III,Fort Division	10,320.64	36,22,545	30-04-1974	38
10	(i) Mumbai University,1708/Plot No.30,BBR Fort Division	1,442.32	1	14-04-1958	54
	(ii) Mumbai University,1715/Plot No.39 BBR Fort Division	1,563.56	1	19-05-1958	54
	(iii) Mumbai University, 1721/Plot No.45,BBR Fort Division	1,567.74	1	28-12-1961	50
11	Foreshore Co-operative Housing Society Pvt. Ltd., CS No. 1938 and 1939, Worli	3,529.88	6,44,000	November 1983	29
	Total	84,089.57			

# APPENDIX- X Revenue potential involved at 1.33 FSI in respect of redevelopment charges

(Reference: Paragraph 3.2)

~				tejerenee.				~-	
Sr. No.	Name of the lessee / Cadastral Survey No / Location	Date of Government sanction	Area in sq m	Rate as per ASR for Single FSI (₹)	Rate of land for 1.33 FSI (₹)	Market value of land at 1.33 FSI (col. 4 X 6)	Market value of land as per 1 FSI (col. 5 X 4)	Short determination of market value (col. 7 - 8) (₹ in crore)	Estimated short recovery of redevelopment charges (col. 9 X 10 per cent)
1	2	3	4	5	6	7	8	9	10
1	<u>.</u>	May 2009	7,836.18	17,800	23,674	18.55	13.95	4.6	0.46
2	Patrical Erasmar Turner (Legal Heirs);/ 448/ Mazgaon	August 2009	1,339.47	22,100	29,393	3.94	2.96	0.98	0.09
3	R.R.Builders; 1/716/ Mazgaon Division	August 2009	9,197.43	24,100	32,053	29.48	22.17	7.31	0.73
4	Shah Agakhan; 362/ Mazgaon Division	February 2012	3,769.91	34,300	45,619	17.20	12.93	4.27	0.43
5	Sasoon Spinning and Weaving Company Ltd.; 592 & 593/ Mazgaon	March 2012	3,0910.15	33,600	44,688	138.13	97.77	40.36	4.04
	Total		53,053.14			207.3	149.78	57.52	5.75

<sup>\*</sup> Earlier known as Simplex Mills Company Limited but name changed as per certificate of incorporation issued by the Registrar of Companies, Mumbai on 9 September 2005.

<sup>#</sup> Proposal sent to Government in February 2012.

## APPENDIX-XI List of lessees who have committed breach of conditions

(Reference: Paragraph 4.2.11)

Q N	(Reference, Faragraph 4.2.11)						
Sr.No.	Name of the lessee	Area in sq. meter	Breach of condition				
1	Shri Chunnilal Dharamdas Gandhi Shri M.M. Gandhi	2,282.60	2(H)				
2	M/s. Sea King Premises Co-op Hsg. Soc. Ltd.	3,089.46	2(H)				
3	Hilmeri Premises Co-op Hsg. Soc.	1,814.54	2(H)				
4	M/s. Sea Breez Apartment	2,732.50	2(H)				
5	Smt. Sibil Parera (Band Stand Co-op Soc.	5,593.20	2(H)				
6	Asudha Kutir Maount Meri Road Co-op Hsg. Soc.	2,621.20	2(H)				
7	Mount Meri Co-op Hsg. Ltd.	2,134.61	2(H)				
8	Shri M.D. Kuka, Smt. G.M. Kuka, Shri Vasudeo Vadhwa	1,000.28	2(H)				
9	Shri S.B. Jain & U.B. Jain (Vindhyachal Co-op Hsg. Soc.)	3,071.90	2(H)				
10	Seema Apartment, Smt. Johora S. Nayani	3,914.71	2(H) & 2 (G)				
11	Shri Barbarji Jiwaji Mestri, Shri Dinshaw B. Mestri	1,010.86	2(H) & 2 (G)				
12	M/s. Fair Premises Co-op Hsg. Soc.	2,257.50	2(H) & 2 (G)				
13	West Steel Traders (Vrindavan Co-op Hsg. Soc.	2,801.00	2(H) & 2 (G)				
14	Haji Daud Ilyas & other three	3,066.00	2(H) & 2 (G)				
15	Zefire Co-op Hsg. Soc	2,991.63	2(H) & 2 (G)				
16	Vaikunth Co-op Hsg. Soc	1,523.41	2(H) & 2 (G)				
17	Shri A. M. Disoza, Smt. Meri Z. Disoza, M/s. Asit Premises Co-op Hsg. Soc.	4,145.01	2(H) & 2 (G)				
18	Smt. Sirinbai N. J. Dadi	3,449.89	2(H) & 2 (G)				
19	Smt. Sirinbai N. J. Dadi	3,449.89	2(H) & 2 (G)				
20	Shri A.A. Natalwala	3,115.35	2(H) & 2 (G)				
21	Shri V.A. Parera	1,551.60	2(H) & 2 (G)				
22	Shri Haji Habib Haji Karim	4,345.40	2(H) & 2 (G)				
23	Smt. Gresi Martha Lopis	27,330.00	2(H) & 2 (G)				
24	Sagar Resham Co-op Hsg. Soc. Ltd.	2,483.27	2(H) & 2 (G)				
25	Sagar Resham Co-op Hsg. Soc. Ltd.	2,483.27	2(H) & 2 (G)				
26	Shri Govardhandas Khilnani	3,293.50	2(H) & 2 (G)				
27	Lady Nawab Bhai Ratan Tata (Silver Cascade Society)	4,480.25	2(H) & 2 (G)				
28	Smt. Gulbano, M.H. Premji	989.96	2(H) & 2 (G)				
29	Shri V. A. Parera	2,115.00	2(H) & 2 (G)				
30	Shri V. A. Parera	1,533.00	2(H) & 2 (G)				
31	M/s. Rajesh Construction	2,427.28	2(H) & 2 (G)				

Condition 2(G), the lessees were prohibited from transferring or assigning the allotted plot or part thereof without the consent in writing of Collector.

Condition 2(H) the lessee could not at any time have building covering or projecting over more than an area prescribed for the said plot of land.

#### APPENDIX-XII

# Loss due to short recovery of lease rent (Reference: Paragraph 7.5.3)

Sr. No.	Name of person/Society to whom land allotted	Annual Lease Rent (₹)	Total lease rent upto 2011-12 (₹)	Lease rent paid (₹)	Total lease rent recoverable (₹)
1.	Bilawar Association, Anand Nagar colony, Santacruz (E) Agreement date-02.03.2002	12,324	1,23,240 (12,324 X 10 years)	0	1,23,240
2.	Maharashtra State Police Employees Co-operative Housing Society, Poisar - Kandivili, Agreement date- 03.06.1996	7,34,815	1,17,57,040 (7,34,815 X 16 years)	37,23,076	80,33,964
3.	Vagadvisha Oshwal Society, Oshiwara Phase I colony Agreement date-16.08.1999	19,330	2,31,960 (19,330 X 12 years)	0	2,31,960
4.	Brihad-Mumbai Gujrati Samaj Oshiwara Phase I colony Agreement date- 19.07.2001	27,720	2,77,200 (27720 X 10 years)	0	2,77,200
5.	Shri Sai Housing Co-op. Society Oshiwara colony Agreement date-28.02.2002	8,34,982	83,49,820 (8,34,982 X 10 years)	0	83,49,820
6.	Shivanjali Sahkari Grihnirman Sanstha (kabij) Oshiwara Agreement date- 29.01.1997	1,61,897.60 (1,46,602.60 +15,295)	25,75,067 (1,46,602.60 X 16 years + 15,295 X 15 years)	3,23,795	22,51,272
	Total				1,92,67,456,