

January 2021 bearing UTR No. YESBR52021011477594097.

- (f) Receipt dated 14<sup>th</sup> January 2021 bearing receipt No. 49534 issued by SRA in favor of the Sahyog evidencing payment of Rs. 41,49,350 (Rupees Forty-One Lakhs Forty-Nine Thousand Three Hundred and Fifty only) towards 3<sup>rd</sup> installment of revised deferment of land premium paid vide RTGS dated 14<sup>th</sup> January 2021 bearing UTR No. YESBR52021011477594371.
- (g) Receipt dated 11<sup>th</sup> October, 2023 bearing receipt No. 71956 issued by SRA in favor of the Sahyog evidencing payment of Rs. 4,40,33,900/- (Rupees Four Crore Forty Lakh Thirty Three Thousand Nine Hundred only) towards 2<sup>nd</sup> installment of Sale Building No. 1 land premium paid DD No.029618 dated 10.10.2023.

It is to be noted that the receipts mentioned aforesaid are in respect to of the land bearing CTS No. 45 (part), 47 (part), 69 (part), 70 (part), 73 (part), 74, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308 (part), 311, 314, 315, 316, 317 of village Oshiwara forming part of the LOI Land and does not refer to CTS nos. 1A (part), 49 (part), 50, 51, 52, 53 (part), 54 (part), 55 (part), 294A (part), 319 (part), 320, 321/1A (part) out of the LOI Land.

7. By and under a letter dated 10<sup>th</sup> January 2019 bearing reference No. C/Karya-3B/Kavi-01/19 addressed by Collector, Mumbai Suburban District in favor of Chief Executive Officer, SRA, the Collector granted NOC in respect of the land bearing (i) CTS No. 302 admeasuring 366.60 square meters on which Jai Bhavani Sahakari Housing Society (proposed) was established, and (ii) CTS No. 311, 314 and 315 admeasuring 1,350.1 square meters on which Namrata Society (proposed) was established.
8. By and under a letter dated 4<sup>th</sup> June 2019 bearing reference No. SRA/ENG/0-11OW-25377/KW addressed by SRA in favor of the Collector, it was mentioned that the Collector has already granted no-objection certificate in respect of the land bearing CTS Nos. 302, 311, 314 and 315 of village Oshiwara and further requested that since amalgamated revised LOI in respect of the land bearing CTS no. 49 (part) admeasuring 415.08 square meters and CTS no. 50 admeasuring 125.80 square meters was issued, the Collector was requested to grant no-objection and if it failed to grant the same within 60 (sixty) days from the date of this letter, it would be considered that deemed no-objection has been granted.
9. By and under a letter dated 4<sup>th</sup> June 2019 bearing reference No. SRA/ENG/0-11OW-25389/KW addressed by SRA in favor of the Competent Authority & Land Manager (MHADA), it was requested that since amalgamated revised LOI in respect



of the land bearing CTS no. 1A (Part), 52, 52, 53 (part), 54 (part) and 319 of village Oshiwara was issued, MHADA was requested to grant no-objection and if it failed to grant the same within 60 (sixty) days from the date of this letter, it would be considered to be deemed that no-objection has been granted. We have been informed by the Sahyog that MHADA has not issued any NOC with respect to the Scheme being developed on the MHADA Land and therefore, the Sahyog has proceeded on the basis of deemed NOC as per Regulation 2.8 of DCPR.

**(VII) OPINION ON SEARCH / ENCUMBRANCE CERTIFICATES:**

We have perused a copy of the Search Report dated 23.04.2025 and 24.04.2025 issued by Tushar D Jagtap, Title Investigator, in relation to the search conducted in the offices of Sub-Registrar of Assurances at Mumbai, Bandra and Andheri S.R.O. Nos. 1 to 8, in respect of the said LOI Land, for the period of 35 years. A list of the documents reflected in our search reports is set out in Annexure "III" hereto. Searches at the office of the sub-registrar of assurances are subject to availability of records, and records being torn and mutilated

**(VIII) LITIGATIONS**

The litigations pertaining to the said LOI Land and/or the Scheme being developed on the said LOI Land have been summarized separately in Annexure "I".

**(IX) MORTGAGES**

**1. MORTGAGE BY PROMOTER**

- (A)** By and under a Deed of Mortgage dated 22<sup>nd</sup> March, 2024 registered with the office of Sub-Registrar of Assurances under Serial No. BDR- 17-5236-2024 ("**Pegeen Mortgage Deed**") and executed by and between the Promoter (therein referred to as the 'Mortgagor'), Sahyog (therein referred to as the 'Confirming Party/SHL') and IDBI Trusteeship Services Limited ("**IDBI**") (therein referred to as the 'Common Security Trustee/Mortgagee') (who was appointed by Kotak Mahindra Investments Limited ("**Kotak**") and Tata Capital Housing Finance Limited ("**TCHFL**") being the 'Lenders'), the Mortgagor therein, *inter-alia*, created mortgage by way of first ranking and pari passu charge in favour of the Mortgagee on all the rights, title and interest of Promoter arising out of, under and from the Development Agreement being the Promoter's development rights in the Project, including the irrevocable right to exploit, utilize and consume the whole FSI together with the irrevocable right to exploit, utilize and consume all fungible FSI, premium FSI and compensatory FSI and any other FSI over and above the FSI together with all the present and future buildings, erections, construction or





the terms and conditions mentioned therein. It was, *inter-alia*, agreed that the possession of the mortgaged land would not be given in favour of IDBI.

- (B) By and under a Deed of Extension of Mortgage dated 24<sup>th</sup> January, 2024 registered with the office of Sub-Registrar of Assurances under Serial No. BDR-17-1154-2024 ("**First Extension Mortgage**") and executed by and between the Sahyog (therein referred to as the 'Mortgagor') and IDBI Trusteeship Services Limited ("**IDBI**") (therein referred to as the 'Security Trustee/Mortgagee') (who was appointed by Tata Capital Housing Finance Limited ("**TATA Capital**") being the 'Lender'), the Mortgagor therein, *inter-alia*, extended the first and exclusive charge on the Tata Mortgaged Property in favour of Security Trustee acting for and on behalf of Tata Capital in order to secure the First Extension Mortgage debt in terms of Term Loan facility for an amount of Rs.160,00,00,000/- (Rupees One Hundred Sixty Crore Only) together with existing charge for repayment of First Mortgage debt in the manner and on the terms and conditions mentioned therein.
- (C) By and under a Deed of Extension of Mortgage dated 14<sup>th</sup> November, 2024 registered with the office of Sub-Registrar of Assurances under Serial No. BDR-16-18293-2024 ("**Second Extension Mortgage**") and executed by and between the Sahyog (therein referred to as the 'Mortgagor') and IDBI Trusteeship Services Limited ("**IDBI**") (therein referred to as the 'Security Trustee/Mortgagee') (who was appointed by Tata Capital Housing Finance Limited ("**TATA Capital**") being the 'Lender'), the Mortgagor therein, *inter-alia*, extended the change on the Tata Mortgaged Property in favour of Security Trustee acting for and on behalf of Tata Capital in order to secure the Second Mortgage debt in terms of Term Loan facility for an amount of Rs.350,00,00,000/- (Rupees Three Hundred Fifty Crore Only) together with existing charge for repayment of First Mortgage debt in the manner and on the terms and conditions mentioned therein. The charge created under Second Extension Mortgage is however excluding the 43,000 square meters of FSI and its corresponding fungible FSI or any other additional FSI transferred to Pegeen Builders and Developers Pvt. Ltd. (i.e the Promoter herein).
- (D) By and under Addendum Mortgage Deed dated 22<sup>nd</sup> March, 2024 registered with the office of Sub-Registrar of Assurances under Serial No. BDR- 16-4495-2024 ("**Addendum Mortgage**") and executed by and between the Sahyog (therein referred to as the 'Mortgagor') and IDBI Trusteeship Services Limited ("**IDBI**") (therein referred to as the 'Security Trustee/Mortgagee') (who was appointed by Tata Capital Housing Finance Limited ("**TATA Capital**") being the 'Lender'), the loan amount in First Mortgage is modified from Rs.400 crores to Rs.350 Crores, to effectuate and exclude 43,000 square meters of FSI which was transferred to Pegeen Builders and Developers Private Limited and accordingly Schedule II of



the First Mortgage stands amended with the exclusion of 43,000 square meters of FSI which was transferred to Pegeen Builders and Developers Private Limited, in the manner and on the terms and conditions mentioned therein.

(X) **SITE STATUS**

The Promoter has also informed us that at present the work of rehabilitation building no. 1 is ongoing and excavation for sale building is ongoing.

(XI) **REVENUE RECORDS:**

A summary of the Property Register Cards for the CTS Nos. comprising the said LOI Land is set out in **Annexure "IV"** hereto.

(XII) **PROPERTY TAX**

As per the Declaration, no demand for property tax has been raised and no sum is due and payable as on that date in relation to the said LOI Land and the Scheme being developed thereon. Further, as per the Declaration, no sum is due and payable by the Sahyog and/or Promoter in respect of the said LOI Land and/or the Scheme to be developed thereon, as the case may be.

As per the Declaration, no demand has been raised for NA Assessment and no sum is due and payable with respect NA assessment of the said LOI Land.

(XIII) **PERMISSIONS & APPROVALS :**

(A) **Orders under the Urban Land (Ceiling and Regulation) Act, 1976**

In relation to Urban Land (Ceiling and Regulation) Act, 1976 ("**Act**"), we have been provided with the following:

1. By and under an order dated 29<sup>th</sup> June 1987 passed by the Deputy Collector and Competent Authority II, (ULC), Greater Bombay under Section 8(4) of the Urban Land (Ceiling and Regulation) Act, 1976 ("**ULC Act**"), the property at Oshiwara as described therein, being CTS No. 65, CTS No. 302, CTS No. 315, CTS No. 314, CTS No. 311 aggregately measuring 2125.60 square meters was declared as a surplus vacant land. Out of the aforesaid CTS Nos, CTS No. 65 does not pertain to the said LOI Land. It was further declared that since the declarant had filed no objection, final statement under Section 9 of the ULC Act be issued and notification under Section 10(1) of the ULC Act also be issued after serving final statement on the declarant. The order further recorded that the Special Land Acquisition Officer, Maharashtra



Housing and Area Development Authority informed vide its letter dated 17<sup>th</sup> September 1986 that the land bearing Survey Nos. 38/7, 38/17, 40/3, 40/5 and 39/9 part of village Oshiwara were deleted from the acquisition for the Maharashtra Housing Board and therefore, the award in that matter was not declared. As per the Architect Certificate, the aforesaid vesting of land in the GOM was in accordance with applicable law and all prescribed conditions, procedures and directions were followed and there are no pending claims or demands against GOM in relation to the same.

2. Thereafter, notification was issued in the Official Gazette on 8<sup>th</sup> September 1987 under Section 10(1) of the ULC Act wherein it was stated that the excess vacant land so determined, as described therein and reproduced hereunder for reference, was to be acquired by the Government of Maharashtra.

CTS No	Area (in square meters)
65	408.1
302	366.6
315	688.3
314	110.9
311	551.7
<b>Total</b>	<b>2,125.6</b>

3. By and under a notification issued under Section 10(3) of the ULC Act, the land described below in Village Oshiwara stood vested with the State Government on and from 7<sup>th</sup> May 2005 free from all encumbrances:

Sr. No.	CTS No	Area (in square meters)
1.	65	408.1
2.	302	366.6
3.	315	688.3
4.	314	110.9
5.	311	551.7
<b>Total</b>		<b>2,125.6</b>

4. As per the Declaration, the Sahyog has confirmed that other than as stated above, no other orders have been passed under the ULC Act in respect of the said LOI Land.



(B) DEVELOPMENT PLAN REMARKS & SURVEY REMARKS

1. By and under an electronically generated Development Plan (DP) 2034 Remarks bearing No.: Ch.E./DP34202505111600337 dated 22/05/2025 issued by the Municipal Corporation of Greater Mumbai, *inter-alia*, in respect of the various CTS Nos. including CTS Nos. C.T.S. No(s) 321/1A, 320, 319, 318, 317, 315, 316, 306, 305, 303, 294, 307, 308, 309, 310, 311, 313, 314, 304, 302, 301, 300, 299, 298, 297, 73, 74, 70, 69, 47, 45, 49, 50, 55, 51, 52, 53, 54, 41 and 1(P) of Village Oshiwara (comprising the LOI Land), *inter-alia*, following remarks were made:
- (i) Zone: Residential;
  - (ii) the land therein was affected by an existing road;
  - (iii) the land therein was affected by a proposed road of 13.4 meters (8 nos.), 9.15 meters (3 nos.);
  - (iv) the land therein was affected by a proposed road widening of 13.4 meters (2 nos.), 9.15 meters (2 nos.), and 36.6 meters;
  - (v) the land therein was affected by reservations affecting the land, as under:

Reservation	CTS No.	Area (in square meters)	CTS No comprising the said Land
ROS 1.4(Play ground)	47	937.28	47(part)
	49	71.28	49(Part)
	69	411.44	69(part)
	70	198.80	70(part)
	74	9.76	74
	310	301.66	310(part)
ROS 1.5 (Garden / park)	45	1267.38	45(part)
	1(Part)	59.32	1/A(part)
	308	268.01	308(part)
	313	19.58	313
	1(part)	2833.82	1/A(part)
	1(part)	3422.17	1/A(part)
	45	35.19	45(part)
	53	55.86	53(part)
RR 2.1(Rehabilitation & Resettlement) (Part of larger reservation)	54	48.69	54(part)
	308	1138.82	308
	309	481.87	309



	310	398.85	310(part)
	311	546.21	311
	313	25.86	313
	45	319.33	45(part)
	1(Part)	53.75	1/A(Part)
	300	10.47	300
	73	278.85	73
RT3.1 (Metro/Mono Rail carshed)	1(Part)	1422.35	1/A(Part)

- (vi) the land therein was affected by the reservations affecting the land as per Sanctioned Modification stated therein;
- (vii) that the plot abuts the proposed Metro Rail alignment or within influence Zone of stations areas thereof. The remarks from MMRDA should be obtained before commencing any development;

2. By and under a Letter dated 2<sup>nd</sup> November 2023 bearing No.: AE/48/SR/SURVEY-WS-1 addressed by the Municipal Corporation of Greater Mumbai to Ellora Project Consultants Private Limited, survey remarks for various CTS Nos. including the d Land bearing CTS Nos. 1A(part), 45, 47, 49, 50, 51, 52, 53, 54, 55, 69, 70, 73, 74, 294A, 297, 298, 299, 300, 301 to 308, 311, 314 to 317, 319, 320 and 321/1A of Village Oshiwara as per the Sanctioned Development Plan, 2034 were provided which were valid for 1 (one) year from the date of its issue. The remarks mentioned therein, inter-alia, as follows:

- (i) Zone: Residential
- (ii) Proposed road affecting the land: 9.15 meters (2 nos.) and 13.40 meters (3 nos.) and 13.40 meters proposed road (which is in sanct-EP-KW-142 Prop 13.40 meter wide DP Road is deleted from CTS Nos. 45 (part), 47 (part), 49 (part), 50 (part), 55 (part), 96 (part), 304 (part), 305 (part), 305 (part), 306 (part), 307 (part), 308 (part), and 313, Modification under section 13(1) sanctioned as proposed.
- (iii) Road widening affecting the land: 9.15 meters (2 nos.), 13.40 meters (2 nos.), 36.60 meters proposed road widening.
- (iv) Existing road (width not mentioned) affecting the land shown in DP 2034 which was shown as DP Road / Existing Road in SRDP 1991 (as shown plan) : Yes (which is in sanc.EP-KW-133 reservations of 'Metro



Rail & Allied Use' is proposed to be shown on CTS No. 1(part), 9B(Part), 11(part) of village Oshiwara as shown on the plan.

- (v) Other existing roads (as shown plan): Yes.
- (vi) Reservations affecting the land:
- (a) ROS 1.5 (garden/ park) (3 nos.)
  - (b) ROS 1.4 (playground) (2 nos.)
  - (c) RE 1.2 (primary/ secondary school)
  - (d) RE 1.1+ ROS 1.4 (municipal school + playground)
- (vii) Existing facilities and amenities affecting the land:
- (a) EOS 2.6 (recreation ground)
  - (b) EE 1.2 (primary and secondary school)
  - (c) EPU 2.1 (fuel station)
  - (d) EPU 5.2 (electricity transmission & distribution facilities)
- (viii) the property on the plot under reference was not a heritage structure.
- (ix) Whether the property therein falls within 100 meters of the prohibited area of precinct (not mentioned) / heritage structure (not mentioned) included in the list of preservation of documents. The same was to be confirmed by Deputy M.A. (Heritage) or the appropriate authority.
- (x) the land is affected by nalla & nalla buffer. The specific remarks / NOC shall be obtained from EE SWD (Planning) or appropriate authority.
- (xi) the proposal is on the land belonging to MHADA / Government / MMRDA / Airport authority / Collector. NOC of the concerned authority shall be obtained.
- (xii) the land is affected by the influence zone of proposed alignment of monorail/ metro rail. The NOC from MMRDA or appropriate authority should be obtained.
- (xiii) that the proposal falls within 2 kilometers from Lagoon.
- (xiv) that the plot was affected by safety clearance zone from Army/ Navy depot. Specific remarks should be obtained from the competent authority.
- (xv) specific remarks from the Forest Department of Government of Maharashtra should be obtained in accordance with instructions received from the Forest Department of Government of Maharashtra for ECO Sensitive zone around Sanjay Gandhi National Park area u/no. Desk-2/land/1619/2015 – 16.



3. As per the Declaration, the Sahyog and Promoter have been in compliance with all permissions, approvals, applicable law and development plan remarks obtained or applicable to the said LOI Land and shall continue to comply with the same.

**(C) ENVIRONMENTAL CLEARANCE**

1. By and under the Minutes of the 262<sup>nd</sup> Day 3 (Part A) meeting of the SEIAA held on 12<sup>th</sup> July, 2023 for proposal No. SIA/MH/MIS/402697/2022, permission for grant of environmental clearance was granted by SEIAA for the expansion of the construction of the proposed SRA project known as 'M/s Sahyog Homes Limited' on the said LOI Land admeasuring 36,906.66 square meters having proposed built-up area of 3,32,434.57 square meters (of which FSI area is 1,98,821.85 square meters) subject to compliance of the terms and conditions as stated therein. Save and except CTS Nos. 1A(pt), all CTS Nos. comprised in the said LOI Land form part of this EC. As per the Declaration, all terms and conditions of the aforesaid clearance have been complied with and no notice of breach has been received by the Sahyog for any non-compliance.
2. By and under an Environmental Clearance dated 25<sup>th</sup> August 2023 bearing EC Identification No.: EC23B039MH123868 issued by the State Environment Impact Assessment Authority (SEIAA), Maharashtra to the proposed activity under the provisions of the EIA notification 2006, the environmental clearance was granted by SEIAA to the Sahyog for the expansion of the construction of the proposed SRA project known as 'M/s Sahyog Homes Limited' on the said LOI Land admeasuring 36,906.66 square meters having proposed built-up area of 3,32,434.57 square meters (of which FSI area is 1,98,821.85 square meters) subject to compliance of the terms and conditions as stated therein. Save and except CTS Nos. 1A(pt), all CTS Nos. comprised in the said LOI Land formed part of this Environmental Clearance.
3. By and under an Environmental Clearance dated 9<sup>th</sup> October, 2024 bearing EC Identification No.: EC24B039MH118440 issued by the State Environment Impact Assessment Authority (SEIAA), Maharashtra to the proposed activity under the provisions of the EIA notification 2006, the environmental clearance was granted by SEIAA to the Sahyog for the expansion of the construction of the proposed SRA project known as 'M/s Sahyog Homes Limited' on the said LOI Land admeasuring 38,597.34 square meters having proposed built-up area of 3,76,982.90 square meters (of which FSI area is 1,87,650.71 square meters) subject to compliance of the terms and conditions as stated therein. Save and except CTS Nos. 54(part), 309,



310(part), 313, 318, 319, 320, 321/1/A/1 all CTS Nos. comprised in the said LOI Land formed part of this Environmental Clearance.

(D) **COMMENCEMENT CERTIFICATE AND INTIMATION OF APPROVAL**

1. By and under Commencement Certificate ("CC") dated 23<sup>rd</sup> October, 2023 issued by Slum Rehabilitation Authority, Mumbai - 51 ("SRA") bearing Ref. No. KW / PVT / 0070 / 20080221 / AP / S-1, the SRA has granted commencement certificate to carry out development and building permission for Sale Building No. 1. This CC is granted for work up to part plinth C.C excluding the portion marked as A, B, C & D at Plan at page 355 up to plinth level. We have not been provided with a copy of Plan at page 355 as referred to in CC.
2. The CC dated 23<sup>rd</sup> October, 2023, is re-endorsed on 3<sup>rd</sup> October, 2024 for the entire portion as per amended approved plans dated 11.07.2024. We have not been provided with a copy of amended approved plans dated 11.07.2024.
3. By and under Intimation of Approval ("IOA") for Sale Building No. 1 dated 11<sup>th</sup> July, 2023 issued by SRA bearing Ref. No. K-W/PVT/0070/20080221/AP/S-1, the SRA has approved the plans on terms and conditions as mentioned therein.
4. By and under Amended IOA for Sale Building No. 1 dated 11<sup>th</sup> July, 2024 issued by SRA bearing Ref. No. K-W/PVT/0070/20080221/AP/S-1, the SRA has approved the amended plans on terms and conditions as mentioned therein.

(XIV) **PUBLIC NOTICE**

As instructed by our clients, we have issued any Public Notices in Free Press Journal (English) and Navakal (Marathi) on 7<sup>th</sup> May, 2025 ("Public Notices") for the purpose of inviting claims and objections to the Subject Property being development rights of Promoter under Pegeen DA. However, till date we have not received any claims and objections to the Subject Property and/or development rights of Promoter under Pegeen DA pursuant to the said Public Notices.

(XV) **FLOW OF THE TITLE OF THE SHRMIK LAND :**

1. The **ADARSH NAGAR SHRMIK CO-OPERATIVE HOUSING SOCIETY LIMITED** ("Adarsh Nagar Society") a Co-operative Housing Society registered



under the provisions of the Maharashtra Co-operative Societies Act, 1960, bearing Registration No. MUM / MHADB / W-K WEST / HSG / TC / 10427/1999-2000 dated 18.12.1999 is holding leasehold rights under an Indenture of Lease dated 1<sup>st</sup> March, 2019 executed by Maharashtra Housing and Development Authority ("MHADA") registered in the office of Sub-Registrar of Assurances at Andheri-2 bearing Sr. No. BDR-4/2218/2019 on 5<sup>th</sup> March, 2019 in respect of all that pieces and parcel of land bearing Cluster Plot Nos. 1095 to 1200 (Chawl Nos. 115 to 125), Survey No. 41 (part) corresponding City Survey No. 1/A (part), admeasuring as per document of Lease 3684.02 square meters and gross plot area as per MHADA Layout 4426.61 square meters and having 103 ground floor structures having plinth area of each plot 19.74 square meter and carpet area of the each plot 17.60 square meters, now known as "Adarsh Nagar Shramik CHS Ltd" and which structures are occupied by the members of the said Society, all that lying, being and situated at Adarsh Nagar, revenue village : Oshiwara, Taluka Andheri and within the Registration District of Mumbai Suburban District in Municipal Ward K/W and in the area known as "Oshiwara", Jogeshwari (West), Mumbai - 400 102 (hereinafter referred to as the "SHRAMIK LAND") and which is more particularly described in the **THIRD SCHEDULE** hereunder written. As per the Indenture of Lease dated 1<sup>st</sup> March, 2019, the said Lease in favour of Adarsh Nagar Society is valid till 31.05.2046.

2. By and under a Development Agreement dated 8<sup>th</sup> November, 2024, made and executed between the Adarsh Nagar Society of the One Part, the Sahyog of the Second Part and M/s. Siddharth Realtors being the Confirming Party of the Third Part, which is duly registered with the Sub-Registrar of Assurances at Andheri no. 3 under no. BDR9-18813-2024 (hereinafter referred to as the "**the Development Agreement**") and by virtue of which, the Adarsh Nagar Society has granted to and in favour of the Sahyog, full and exclusive rights and permission to redevelop the said Shramik Land as per provisions of Development Control and Promotion Regulations for Greater Mumbai, 2034 and/or as per the rules, policy and regulations of Maharashtra Housing and Area Development Authority (MHADA) and Municipal Corporation of Greater Mumbai (MCGM) and/or as per any other applicable rules and regulations and all future modifications thereto.
3. Along with the said Development Agreement, the Adarsh Nagar Society has also executed a Power of Attorney dated 8<sup>th</sup> November, 2024 (hereinafter referred to as "**the Power of Attorney**") in favour of the Sahyog, for doing various acts, deeds, matters and things in relation to undertaking the redevelopment of the said Property as envisaged under the Development Agreement. The Power of Attorney was registered with the Sub-Registrar of Assurances at Andheri no. 3 under serial number BDR9-18814-2024



4. The Development Agreement and the Power of Attorney are hereinafter collectively referred to as "**the Redevelopment Documents**"
5. Basis Redevelopment Documents, application made by the Sahyog to the MHADA, the MHADA has issued Offer Letter bearing Ref. No. CO/MB/REE/NOC/F-1703/187/2025 dated 20<sup>th</sup> January, 2025 and revised Offer Letter bearing Ref. No. CO/MB/REE/NOC/F-1703/177 / 2025 dated 29<sup>th</sup> March, 2025 to the Society with regard to redevelopment of the LOI Land.
6. Pursuant to the offer letters, Sahyog has made payment of i) an amount of Rs.20,19,93,582/- (Rupees Twenty Crores Nineteen Lakh Ninety Three Thousand Five Hundred and Eighty Two only) towards Development Cess and others on 09.04.2025 ii) an amount of Rs.11,00,000/- (Rupees Eleven Lakh only) towards Water Charges on 09.04.2025, and iii) Rs.5,75,11,966/- (Rupees Five Crore Seventy Five Lakh Eleven Lakh Nine Hundred and Sixty Six only) on 09.04.2025.
7. Vide Letter dated 14<sup>th</sup> May, 2025 bearing Ref. No.Co/MB/REE/NOC/F-1703/971/2025 the MHADA has issued No Objection Certificate for I.O.A and CC up to plinth on the terms and conditions as mentioned therein.
8. As per the Declaration, Shramik Development Agreement and the Shramik POA, offers letter and No Objection certificate issued by MHADA in Adarsh Nagar Society Redevelopment are valid, binding and subsisting and no default has been committed thereunder by the Sahyog.
9. As per the Declaration, Shramik Development Agreement and the Shramik POA are valid, binding and subsisting and the parties have complied with all their obligations under the same. There is no dispute between the Sahyog and Adarsh Nagar Society on any matter arising from the Shramik Development Agreement which affects Sahyog's rights to the Shramik Land.
10. **Survey No. 41 corresponding to CTS NO. 1A (part)**
  - a. We have been provided with a copy of KJP. Upon perusal of the KJP, we understand that Survey No. 41(part) measuring 23,22,766.20 square meters along with various other survey nos. were allotted CTS No. 1/A.
  - b. As per the 7/12 extract dated 29<sup>th</sup> March, 2025 prepared in respect of Survey no. 41A, MHADA was recorded as the owner thereof for an area measuring 6,18,123.7 square meters.
  - c. Upon perusal of the PRC for CTS No. 1A dated 28<sup>th</sup> March, 2025, the total



area of the land is recorded as 3,99,709.30 square meters. Further, it appears that a portion of land measuring 3,99,709.30 square meters is owned by MHADA. It also appears that an area of 3684.02 square meters has been leased to Adarsh Nagar Society as per the Indenture of Lease bearing No. 2218/2019 on 5<sup>th</sup> March, 2019 with effect from 31.05.2016 to 31.05.2046 for yearly premium amount of Rs.1080/-

- d. As per the Declaration and Architect Certificate, out of 3684.02 square meters, an area measuring 1675.05 square meters will be merged with the LOI Land for better planning perspective of a larger project.

### **FIRST SCHEDULE**

#### **Description of the Project Land**

All those pieces and parcels of land bearing CTS Nos as set out below, measuring **7,788.75** square meters or thereabouts in aggregate situated, lying and being at village Oshiwara, Taluka Andheri, Mumbai Suburban District :

<b>Sr. No.</b>	<b>CTS No.</b>	<b>Area (in square meters)</b>
1	1/A(part)	4060
2	308(part)	632.22
3	314(part)	99.19
4	315(part)	455.81
5	317(part)	325.58
6	319(part)	489
7	320	937.20
8	321/1/A/1(Part)	789.75
<b>Total</b>		<b>7,788.75</b>

The said Project Land is bounded as follows:

**East:** CTS No. 321/1/A/1(Part);

**West:** CTS Nos. 1/A(Part), 308(part) and 313;

**North:** CTS Nos. 308(Part), 315(Part), 317(Part) and 319(Part); and

**South:** CTS No. 1/A(Part).

### **SECOND SCHEDULE**

#### **Description of the LOI Land**

All those pieces and parcels of land bearing CTS Nos as set out below, measuring **40,608.53** square meters or thereabouts in aggregate situated, lying and being at village Oshiwara, Taluka Andheri, Mumbai Suburban District :

<b>Sr. No.</b>	<b>CTS No.</b>	<b>Area (in square meters)</b>
1	1/A (Part)	9547.57
2	45 (Part)	4811.16



3	47 (Part)	1652.90
4	49 (Part)	415.08
5	50	125.80
6	51	56.10
7	52	68.70
8	53 (Part)	1037.60
9	54 (Part)	14.36
10	55 (Part)	2120.66
11	69 (Part)	794.60
12	70 (Part)	188.50
13	73 (Part)	171.30
14	74	154.20
15	294/A	732.10
16	297	130.40
17	298	253.70
18	299	638.60
19	300	1105.90
20	301	798.20
21	302	366.60
22	303	1855.40
23	304	420.50
24	305	1318.00
25	306	907.70
26	307	363.10
27	308	2077.90
28	309	481.60
29	310 (Part)	114.20
30	311	551.30
31	313	118.10
32	314	110.90
33	315	688.70
34	316	300.00



35	317	950.80
36	318	198.70
37	319	1186.10
38	320	937.20
39	321/1/A/1 (previously numbered as 321/1A (part))	2844.30
<b>Total</b>		<b>40,608.53</b>

The said LOI Land is bounded as follows:

**East:** CTS Nos. 321/2A, 321/1A/2, 295/B1, 295 and 296;

**West:** 9.15 meters wide DP Road, 13.4 meters wide DP Road, CTS Nos. 1A(part) 41, 42, 45, 310 and 312.

**North:** CTS Nos. 28, 44, 48, 54, 55, 68, 71 and 75;

**South:** CTS Nos. 1A(part), 1A/287A and 1A/287A-1; and



**THIRD SCHEDULE**

**Description of the Shramik Land**

All those pieces and parcels of land bearing CTS Nos as set out below, measuring **1675.05** square meters or thereabouts in aggregate situated, lying and being at village Oshiwara, Taluka Andheri, Mumbai Suburban District :

Sr. No.	CTS No.	Area (in square meters)
1	1/A (part)	1,675.05
<b>Total</b>		<b>1,675.05</b>

The said Shramik Land is bounded as follows:

**East:** CTS Nos. 1/A(part);

**West:** CTS Nos. 1/A(part);

**North:** CTS Nos. 1/A(part);

**South:** 36.6 Mtrs D.P. Road.

Dated this 27<sup>th</sup> of May, 2025

Yours truly

(Advocate)

(Kirti Nagda & Associates)



Registration No.: MAH/1298/1987  
Dt. 05/10/1987



**IT MAY BE NOTED THAT:**

- a. We have not visited/inspected any part of the Demised property or any part thereof;
- b. We have only seen copies of documents furnished to us and referred herein;
- c. The aspects of zoning, permitted use, reservation/set back (if any), development potential/Floor Space Index and developability of the Demised Property fall within the scope of an architect review and we express no views about the same; and
- d. The following has been assumed by us:
  - i. Copies of documents/papers provided to us are precise and genuine copies of originals
  - ii. Each document/paper has been signed/executed by persons purporting to sign/execute the same and such person has full authority and power to do so; and
- e. In no circumstances, shall the cumulative liability, if any, of our firm viz. Messrs. Kirti Nagda & Associates, Advocates & Notary, its Associates or employees, in connection with the preparation or issue of this Report on Title, exceed the professional fees paid to us in that behalf.

**Date: 27.05.2025**

**Thanking you.**

  
**Advocate**



**Registration No.: MAH/1298/1987**  
**Dt. 05/10/1987**



## ANNEXURE - "I"

## Litigation Summary

Sr. No.	Petition No.	Court	Parties Details	Present Status	Injunction / Negative order if any	Prayers	Response defendants / respondents	Area under dispute with Survey No.	Area under title report subject to dispute with Survey No.	Next date	Advocate remains and opinion on implication and mitigation (include short title flow if possible)
1	SC Suit No. 3104 of 2014 (Together with Notice of Motion No. 2319 of 2015 filed in this Suit)	Bombay City Civil Court at Dindoshi	Master Chandrakant Laxman Yadav (minor) through his natural guardian and mother Mrs. Soni Laman Yadav (Therein referred to in the Plaintiff) against (1) Mrs. Chandrakala Anil Yadav (being De No therein), (2) the Sahyog being Defendant No. 2 Housing (herein) and Namrata Society Limited (Proposed) (being Dependent no 3 therein)	Pending	By and under an order dated 2 February 2017 passed by the Hon'ble Court in this suit inter-alia held that the Sahyog shall be restrained from creating any party interest the suit property until further orders. However, it was clarified that the said order would not come in the way of implementation of the slum rehabilitation scheme.  However, by and under an order dated 22 <sup>nd</sup> August 2017 passed by the Hon'ble Court, the aforesaid order dated 02 <sup>nd</sup> February 2017 stood vacated and Notice of Motion was dismissed on account of non-prosecution.	The Plaintiff therein has inter alia sought that the Hon'ble Court be pleased to: (i) declare that Defendant No. 1 has no exclusive right, title, interest in the suit premises, being a room situated at Behrambaug, Nav Shakti Nagar, behind Lotus Petrol Pump, Jogeshwari (W), Mumbai - 400102; (ii) pass permanent order of restraining the Defendants, their servants, agents, hirelings and/or any person claiming through them from alienating and/or creating third party rights in respect of the suit premises or any portion thereof; (iii) pass a permanent order and injunction restraining the Defendants, their servants, agents and /or any person claiming through them, in connivance with each other, from allotting a flat in lieu of the suit premises without written consent and knowledge of the Plaintiff; (iv) pending the hearing and final disposal of the suit, pass an order and injunction restraining the Defendants, their servants, agents and /or any person claiming through them, from alienating and/or creating third party rights in respect of the suit premises or any portion thereof.	Written statement was filed by Sahyog in the Suit, whereunder the Sahyog has inter alia stated that the suit is an inter-se dispute between the Plaintiff and Defendant No. 1 and for the said reason the progress of the slum rehabilitation scheme being implemented, and the other hutment dwellers should not be put to hardship. Further as per Section 42 of the Maharashtra Slum Areas (Improvement, Clearance and Redevelopment) Act, 1971, this Hon'ble Court does not have the jurisdiction to entertain this suit.	Room situate at Behrambaug, New Shakti Nagar, Behind Lotus Petrol Pump, Jogeshwari (West), Mumbai -400102.	As per the Written Statement of the Sahyog, the structure is situate on the lands bearing CTS Nos. 306(pt), totally admeasuring 907.70 square meters. CTS Nos. 307(pt), totally admeasuring 263.50 square meters. CTS Nos. 308(pt), totally admeasuring 2077.90 square meters. CTS Nos. 311, totally admeasuring 551.30 square meters. CTS Nos 314 to 317 totally admeasuring 2050.40 square meters	24 <sup>th</sup> June 2025	This litigation pertains to the eligibility of the slum dwellers and does not affect the right, title, interest of the Sahyog to the said Land.
2	S.C. Suit No. 2882 of 2015 together with Notice of Motion No. 2903 of 2015 filed in this suit.	Bombay City Civil Court at Dindoshi	Mr. Pasiram Zilu Jaiswar (therein referred to as the Plaintiff) against (1) Mr. Satyam Zilu Jaiswar (being Defendant No. 1 therein) (2) Mr. Vijay Satyam Jaiswar (being Defendant No. 2 therein)	Pending	By and under an order dated 12 <sup>th</sup> March 2019 passed by the Hon'ble Court, Notice of Motion No. 2903 of 2015 was dismissed. Further, the Hon'ble Court directed the	The Plaintiff therein has inter-alia sought that the Hon'ble Court be pleased to: (1) pass an order and decree directing the Sahyog to execute an agreement under the slum rehabilitation scheme jointly with the Plaintiff and Defendant No. 1 with respect to the suit premises, being Room No. 293 admeasuring 11' x 25' situated at Gausia Masjid, Fakir Wadi,	Written Statement was filed by the Sahyog in the Suit, whereunder the Sahyog has inter-alia stated that the suit is an inter-se dispute between the Plaintiff and Defendant No. 1 as to who is non	Room No.293 admeasuring 11' x 25' situate at Gausia Masjid, Fakir Wadi, Behram Baug, Jogeshwari (W), Mumbai - 400102.	As per Written the Statement of the Sahyog, the structure is situated on lands bearing CTS No 451(pt) totally admeasuring 4811.16 square metres.	24 <sup>th</sup> June 2025	This litigation pertains to the eligibility of the slum dwellers and does not affect the right, title, interest of the Sahyog to the said Land. We have been informed by the Sahyog that the hutment has not been demolished yet and that 50% rent will be deposited in court, by



3	S.C. Suit No. 1151 of 2015	Bombay City Civil Court at Dindoshi	Margaret June Stanley D'Souza (therein Plaintiff) against (1) Mr. Richard Paul Fernandes (being Defendant No. 1 therein), (2) Mr. Gregory Romeo Paul Fernandes (being Defendant No. 2 therein), (3) Mr. Johnny Paul Fernandes (being Defendant No. 3 therein), (4) Mr. Joan Ana Gonsalves (being Defendant No. 4 therein) and (5) the Sahyog (being Defendant No. 5 therein)	Pending	By and under an Order dated 09 <sup>th</sup> May 2015, the Notice of Motion No. 1309 of 2015 was allowed and Defendant No. 4 was restricted from in any manner dealing with, disposing of, creating third party rights and/or demolishing the existing structure upon the aforesaid lands in any manner whatsoever.	<p>The Plaintiff therein has inter-alia sought that the Hon'ble Court be pleased to: (i) declare that the Deed of settlement dated 5<sup>th</sup> October 2005 and the Deed of Confirmation dated 31<sup>st</sup> July 2006 no more stand valid and binding between the parties in light of being terminated vide letter dated 1<sup>st</sup> April 2015 addressed by the Advocate for the Plaintiffs; (ii) declare that the Plaintiff holds 1/3rd share Defendant Nos. 1 to 3 hold 1/9th share each and Defendant No.4 holds 1/3rd share in a portion of the said Land bearing Survey No. 38 Hissa No. 12, Survey No. 38 Hissa No. 25 and Survey No. 42, and that Defendant No. 4 is not entitled to deal with the aforesaid lands to the exclusion of the Plaintiff in any manner whatsoever; (iii) issue a permanent order and injunction restraining Defendant No.4 from in any manner dealing with, disposing of, creating third party rights and/or demolishing the existing structures upon the aforesaid lands in any manner whatsoever.</p> <p>Notice of Motion No. 1309 of 2015 was filed by the Plaintiff in the aforesaid suit, whereunder the Plaintiff has sought that the Hon'ble Court be pleased to, pending the hearing and final disposal of the suit, grant an injunction restraining Defendant No.4 from in any manner dealing with disposing of, creating third party rights and/or demolishing the structures upon the aforesaid lands in any manner whatsoever.</p> <p>Notice of Motion No. 374 of 2017 was filed by the Sahyog in the aforesaid suit, whereunder the Sahyog inter-alia prayed that the Hon'ble Court be pleased to declare that the Order dated 09<sup>th</sup> May 2015 passed in Notice of Motion No. 1309 of 2015 shall not be binding on the Sahyog</p>	Written Statement was filed by the Sahyog whereunder the Sahyog has inter-alia, at the outset, stated that the suit is barred by limitation. The Plaintiffs have also made several false statements and have suppressed relevant and material facts which have been mentioned in detail therein. Further, the Sahyog has stated that it is a bonafide purchaser pursuant to executing the documents as more particularly set out therein. Additionally, public notices were issued with respect to the issuance of the Letters of Intent with respect to the slum rehabilitation scheme being implemented on the property were issued, however, the Plaintiff never objected to the public notices or ascertained their rights over the property. Further, the mutation entries recording the name of the Sahyog with respect to the property have not been challenged by the Plaintiff and have attained finality. The Sahyog has further stated that this suit has been filed by	Seven plots of land situated Oshiwara, Andheri at Taluka admeasuring 3,743 square meters bearing Survey Nos 24, 27, 30, 31, Survey No. 38 Hissa No.1, Survey No. 38 Hissa No.14, Survey No. 38 Hissa No.5, Survey No. 38 Hissa No.6, Survey No. 38 Hissa No.12, Survey No. 38 Hissa No. 14, Survey No. 38 Hissa No.2, Survey No. 38 Hissa No.25, CTS Nos 227, 178, 156, 166, 171, 169, 158 and 298.	Portion of the said Land bearing Survey No. 38 Hissa No. 12 admeasuring 188.50 square meters. Survey No. 38 Hissa No. 25 admeasuring 253.70 square meters	11 <sup>th</sup> July, 2025	We have been informed that no appeal has been filed against the ad-interim Order dated 9 <sup>th</sup> May 2014 passed in Notice of Motion 1309 of 2015. On a perusal of the aforesaid Order dated 9 <sup>th</sup> May 2014, it appears that the aforesaid Order restrained only Defendant No. 4 i.e. Joan Anna from dealing with the suit property (as mentioned therein) and not the Sahyog. The aforesaid Order dated 9 <sup>th</sup> May 2014 was passed before the Sahyog was impleaded as a party to the proceedings. Although the Sahyog has filed Notice of Motion No. 374 of 2017 whereunder the Sahyog has sought a clarification that the aforesaid Order dated 9 <sup>th</sup> May 2015 should not be binding on the Sahyog, but no order has been passed in this application and same is still pending.
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							the Plaintiff in collusion with Defendant Nos 1 to 3.				
4	S.C. Suit No. 1842 of 2022	Bombay City Civil Court at Dindoshi	Ramchandra Jagdamba (being Plaintiff therein) Bharti against (1) Rama Shankar Jagdamba Bharti (being Defendant No. 1 therein); (2) Umashankar Jagdamba Bharti (being Defendant No. 2 therein); (3) The Chairman/Secretary, Samadhan Co-operative Housing Society (Proposed) (being Defendant No. 3 therein); (4) the Sahyog (being Defendant No. 4 therein) and Chief Executive Officer, Slum Rehabilitation Authority (being Defendant No. 5 therein).	Pending	As per the Sahyog Declaration and Pegeen Declaration, there are no adverse orders passed in this suit or the application filed in this suit affecting the Land or the Scheme to be developed thereon or the right, title and interest of the Sahyog and Pegeen Builders and Developers Private Limited to develop the said Land by implementing the Scheme thereon.	The Plaintiff therein has inter-alia sought that the Hon'ble Court be pleased to: (i) declare that the Plaintiff is eligible for the permanent alternate accommodation in lieu of the suit premises being a hut admeasuring 10x15 square feet situated at Rahiwasi Sangh, Fakirwadi, Behram Baug, New Link Road, Jogeshwari (West), Mumbai 400 102; (ii) declare that suit Defendant No.1 is not entitled to permanent alternate accommodation in lieu of the aforesaid suit premises belonging to the Plaintiff; (iii) pass a permanent order and injunction restraining the Sahyog and Defendant Nos. 3 and 5 from allotting permanent alternate accommodation to Defendant No.1; (iv) pass a mandatory order directing the Sahyog and Defendant Nos. 3 and 5 to take effective steps to consider the eligibility of the Plaintiff with respect to the suit premises; (v) pass a by mandatory order directing Defendant No. 3 and the Sahyog to pay monthly rent/compensation for the temporary accommodation to the Plaintiff till grant of permanent alternate accommodation with respect to the suit premises; (vi) pass an order directing Defendant No.5 to investigate various irregularities and illegal activities committed by Defendant Nos. 1 and 2 and the office bearers of Defendant No.3 in respect of redevelopment of Samadhan Co-operative Housing Society Limited.	Written Statement was filed by the Sahyog in the Suit, whereunder the Plaintiff has inter-alia stated that the suit is an inter-se dispute between the Plaintiff and Defendant Nos. 1 and 2 for which the progress of the slum rehabilitation scheme being implemented and the other hutment dwellers should not be put to hardship. Further, as per Section 42 of the Maharashtra Slum Areas (Improvement, Clearance and Redevelopment) Act, 1971, this Hon'ble Court does not have the jurisdiction to entertain this suit.	Hut admeasuring 10 x 15 square feet situated at Rahiwasi Sangh, Fakirwadi, Behram Baug, New Link Road, Jogeshwari (W), Mumbai - 400102.	As per written Statement of the Sahyog, the structure is situated on lands bearing CTS No. 45(pt) totally admeasuring 4,811.16 square meters, CTS No. 304(pt) totally admeasuring 420.50 square meters, CTS No. 305(pt) totally admeasuring 1,318 square meters, CTS No. 306(pt) totally admeasuring 907.70 square meters, CTS No. 307(pt) totally admeasuring 263.50 square meters, CTS No. 308(pt) totally admeasuring 2,077.90 square meters.	19 <sup>th</sup> June 2025	This litigation pertains to the eligibility of the slum dwellers and does not affect the right, title, interest of the Sahyog to the said Land.



					<p>rehabilitation scheme being implemented and the other hutment dwellers should not be put to hardship. Further as per Section 42 of the Maharashtra Slum Areas (Improvement, Clearance and Redevelopment) Act, 1971, this Hon'ble Court does not have the jurisdiction to entertain this suit.</p> <p>Notice of Motion 3770 of 2022 was filed by the Plaintiff in the aforesaid suit whereunder the Plaintiff sought that the Hon'ble Court be pleased to: (i) pass a temporary order and injunction restraining the Sahyog and Defendant Nos. 3 and 5 from allotting permanent alternate accommodation to Defendant No.1; (ii) pass an order directing the Sahyog and Defendant Nos. 3 and 5 to take effective steps to consider the eligibility of the Plaintiff with respect to the suit premises; (iii) pass a temporary order directing Defendant No. 3 and the Sahyog to pay monthly rent/compensation for the temporary accommodation to the Plaintiff till grant of permanent alternate accommodation with respect to the suit premises; (iv) pass an order directing Defendant No.5 to investigate various irregularities and illegal activities committed by Defendant Nos.1 and 2 and the office bearers of Defendant No.3 in respect of redevelopment of Samadhan Society.</p>					
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**Background to Writ Petition No. 6437 of 2015**

Writ Petition No. 6437 of 2015 was filed against Order dated 5<sup>th</sup> March 2015 passed by Respondent No. 4. By and under Order dated 5<sup>th</sup> March 2015 passed by Respondent No. 4, Respondent No. 4 held that the Deed of Conveyance dated 21<sup>st</sup> May 2004 bearing registration No. 2327 of 2004 was deficiently stamped and further directed the Petitioners to pay a sum of Rs.2,31,62,800/- (Rupees Two Crores Thirty-One Lakh Sixty-Two Thousand Eight Hundred only) over and above the sum of Rs.13,00,000/- (Rupees Thirteen Lakh) already paid by the Petitioners towards stamp duty on the aforesaid Conveyance Deed within a period of 30 days therefrom.

5	Writ Petition No. 6437 of 2015	Bombay High Court	(1) the Sahyog and (2) Balkrishna Baban Jadhav (therein referred to as Petitioners) against (1) State of Maharashtra (therein referred to as Respondent No.1) (2)	Pending	As per the Sahyog Declaration and Pigeon Declaration, there are no adverse orders passed in this writ petition affecting the said	Petitioner therein has inter-alia sought that the Hon'ble Court be pleased to: (i) pass an order, direction or writ in the nature of certiorari or any other appropriate writ, direction or order under Article 226 of the Constitution of India calling for the records of	We have not been provided with the Written Statement of the parties.	-	-	The next date has not been mentioned on the website of Bombay High Court	We have been informed by the Sahyog that it has not made payment of the aforesaid sum of Rs. 2,31,62,800/- (Rupees Two Crores Thirty-One Lakhs Sixty-Two Thousand Eight
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		<p>The Collector of Stamps (Enforcement-1) (therein referred to as Respondent No.2) (3) Superintendent of Stamps (therein referred to as Respondent No.3) and (4) Chief Controlling Revenue Authority (therein referred to as Respondent No. 4)</p>		<p>Land or the Scheme to be developed thereon or the right, title and interest of the Sahyog and Pegeen Builders and Developers Private Limited to develop the said Land by implementing the Scheme thereon.</p>	<p>pertaining to the Order dated 5<sup>th</sup> March 2015 passed by Respondent No. 4 and after considering the the same, squash and set aside the same; (ii) restrain the Respondents from taking any steps pursuant to the said Order dated 5<sup>th</sup> March 2015 passed by Respondent No. 4; (iii) pending the hearing and final disposal of the petition, stay the operation of the Order dated 5<sup>th</sup> March 2015 passed by Respondent No. 4; (iv) pending the hearing and final disposal of the petition, pass an order of injunction restraining the Respondents, by their officers, agents and servants from taking any steps whatsoever in pursuance of the aforesaid Order dated 5<sup>th</sup> March 2015 passed by Respondent No. 4.</p>					<p>Hundred). As per the Sahyog Declaration, no action has been taken by the Collector of Stamps, Superintendent of Stamps, Chief Controlling Revenue Authority or any other government/statutory authority pursuant to the Order dated 5<sup>th</sup> March 2015 passed by the Chief Controlling Revenue Authority, whereunder the Chief Controlling Revenue Authority held that the Deed of Conveyance dated 21<sup>st</sup> May 2004 bearing registration no. 2327 of 2004 was deficiently and further stamped directed inter-alia the Sahyog to pay a sum of Rs. 2,31,62,800/- (Rupees Two Crores Thirty-One Lakh Sixty-Two Thousand Eight Hundred) towards stamp duty on the aforesaid Deed of Conveyance within a period of 30 days therefrom Further, there are no attachment notices/orders or any arrears of land revenue in relation to the aforesaid demand for payment of additional stamp duty of Rs.2,31,62,800/- (Rupees Two Crores Thirty-One Lakh Sixty-Two Thousand Eight Hundred). As per Section 34 of the Maharashtra Stamp Act 1958, if sufficient stamp duty has not been paid on an instrument then such instrument cannot be admitted in evidence or registered or acted upon or authenticated by any person unless such instrument is duly stamped. Further, as per</p>
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Plaintiffs share in the net sale proceeds therefrom together with interest thereon at 24% per annum from the date of filing of the suit until payment thereof; (v) declare that the Deed of Conveyance dated 21 May 2004 executed between Defendant Nos 1 to 15 and the Sahyog, as far as it seeks to alienate the undivided right, title, interest of the Plaintiffs in respect of Part A Land and Part B Land, shall not be binding on the Plaintiffs and is illegal, null and void to that extent; (vi) declare that the Redevelopment Agreement dated 25<sup>th</sup> November 2010 executed between the Sahyog and Defendant No. 37 ie. M/s Unity Group in relation to the undivided right, title, interest of the Plaintiffs in Part A Land shall not be binding on the Plaintiffs and is illegal, null and void to that extent; (vii) order Defendant No. 39 ie. MHADA to handover to the Plaintiffs 1/4<sup>th</sup> benefit or such benefits as may be ascertained either in the form of compensation, DRC, TDR or FSI or in any other form, whether tangible or intangible, movable or immovable, in lieu of compensation payable under the acquisition proceedings with respect to the Part B Land; (viii) pass an order of permanent injunction restraining Defendant Nos. 1 to 15, the Sahyog and M/s Unity Group, their agents, servants, representative or any person claiming through them from dealing with, developing, disposing of, encumbering, creating any third party rights and/or in any manner changing the nature of Part A Land or any portion thereof; (ix) pending the hearing and final disposal of the suit, pass an order of temporary injunction restraining Defendant Nos. 1 to 15, the Sahyog and M/s Unity Group their agents, servants, representative or any person claiming through them from dealing with, developing,

by the Plaintiff or their predecessors in title. The property remained in their names till it was purchased by the Sahyog from their Defendant Nos 1 to 15 who were their legal heirs. The Order dated 22<sup>nd</sup> December 1962 passed by the Mamlatdar, Andheri clearly mentioned that notices were issued to all the legal heirs of Anna D'Silva, however, nobody came forward to claim their share over the property in fact, the persons through whom they are claiming their share as being legal heirs of Anna D'Silva never claimed any rights over the suit property. Further, the Sahyog has, prior to obtaining conveyance of the suit property taken all the necessary steps including issuing public notices, conducting title searches and obtaining all the necessary permissions. The Sahyog has further stated that the suit has been filed only to stall the scheme being implemented by the Sahyog which would ultimately affected the right of 2500-

Hissa No. 36(p),  
Survey No. 49  
Hissa No. 53,  
Survey No. 1  
Hissa No. 4,  
Survey No. 1  
Hissa No. 9,  
Survey No. 38  
Hissa No. 8,  
Survey No. 23  
Hissa No. 2  
admeasuring 12  
acres 24  
gunthas.

AND

Survey No. 27  
Hissa No. 16,  
Survey No. 32  
Hissa No. 3,  
Survey No. 33  
Hissa No. 5,  
Survey No. 33  
Hissa No. 9,  
Survey No. 33  
Hissa No. 11,  
Survey No. 34  
Hissa No. 4,  
Survey No. 35

Hissa No. 1,  
Survey No. 35  
Hissa No. 9,  
Survey No. 36  
Hissa No. 1,  
Survey No. 36  
Hissa No. 10,  
Survey No. 36  
Hissa No. 12,  
Survey No. 36  
Hissa No. 13,  
Survey No. 37  
Hissa No. 23,  
Survey No. 37  
Hissa No. 53,  
Survey No. 26  
Hissa No. 19,  
Survey No. 37  
Hissa No. 16  
admeasuring 4  
acres 39.8  
gunthas.



disposing of, encumbering, creating any third party rights and/or in any manner changing the nature of Part A Land or any portion thereof; (x) pending the hearing and final disposal of the suit, pass an order of temporary injunction restraining MHADA from releasing DRC/TDR or FSI or any other benefit either in cash or kind in favour of Defendant Nos.1 to 35 and the Sahyog, payable in lieu of compensation for the acquisition proceedings with respect to Part B Land; (xi) pending the hearing and final disposal of the suit, appoint some fit and proper person as Court Receiver with full powers under Order XL of the Civil Procedure Code, 1908 in respect of Part A Land and Part B Land, including but not limited to taking possession thereof and putting the Plaintiffs in possession as agents, without payment of any royalty.

Notice of Motion No. 1301 of 2016 was filed by the Plaintiffs in the aforesaid suit, in terms of prayer clauses (ix), (x) and (xi) above.

On a perusal of the Plaint, it appears that the Plaintiffs had also filed Suit No. 1805 of 2012 and 1806 of 2012 before the Hon'ble City Civil Court challenging the Deed of Conveyance dated 21 May 2004 executed between Defendant Nos 1 to 15 hereinabove and the Sahyog and Redevelopment Agreement dated 25 November 2010 executed between the Sahyog and Defendant No. 37 hereinabove i.e. M/s Unity Group. However, Suit No. 1805 of 2012 and 1806 of 2012 were both disposed of as withdrawn with liberty to file a fresh suit vide Orders dated 27th November 2013 and 26th February 2014 respectively passed by the Hon'ble City Civil Court. We have been informed by the Sahyog

3000 slum dwellers.



						that no other proceedings have been filed.					
7	Writ Petition No. 899 of 2020	Bombay High Court	<p>Mrs. Sheila Doris D'Souza and 13 others (therein referred to as the Petitioners) against (1) State of Maharashtra (therein referred to as the Respondent No. 1) (2) Special Acquisition Land Officer, Bombay and Bombay Suburban District (therein referred to as the Respondent No. 2) (3) District Inspector of Land Records, Bombay (therein referred to as the Respondent No. 3) (4) City Survey Officer, Andheri (therein referred to as the Respondent No. 4) and (5) Maharashtra Housing and Area Development Authority (therein referred to as the Respondent No. 5)</p>	Pending	<p>As per the Sahyog Declaration and Pegeen Declaration, there are no adverse orders passed in this writ petition or [ the applications ] filed in this suit affecting the said Land or the Scheme to be developed thereon or the right, title and interest of the Sahyog and Pegeen Builders and Developers Private Limited to develop the said Land by implementing the Scheme thereon.</p>	<p>The Petitioners have inter-alia sought that the Hon'ble Court be pleased to: (i) issue a writ of mandamus or an order or direction in the nature of mandamus under Article 226 of the Constitution of India declaring that the acquisition proceedings initiated by the Respondents with respect to inter-alia a portion of the said Land comprising (i) Survey No. 36, Hissa No. 10, (ii) Survey No. 36 Hissa No. 12 and (iii) Survey No. 36 Hissa No. 13, pursuant to passing of be the Acquisition Award dated 1st June 1971 under Section 11 of the Land Acquisition Act 1894 have lapsed by virtue of Section 24(2) of the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013; (ii) issue a writ of mandamus or an order or direction in the nature of mandamus under Article 226 of the Constitution of India declaring that the acquisition proceedings with respect to inter-alia a portion of the said Land comprising Survey No. 36 Hissa No. 11 as more specifically mentioned in mutation entry no. 570 dated 1st October 1987 have lapsed by virtue of Section 24(2) of the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013; (iii) issue a writ of mandamus or an order or direction in the nature of mandamus under Article 226 of the Constitution of India directing the Respondents to handover peaceful possession of the aforesaid lands to the Petitioners; (iv) in the alternative to prayer clause (ii) above and in the event that peaceful possession of the aforesaid lands cannot be handed over to the Petitioners, then in that case direct the Respondents to pay compensation to the Petitioners</p>	<p>We have not provided with the written statement of the Parties.</p>	<p>Lands comprising Survey No. 26 Hissa No.19, Survey No. 27 Hissa No.16, Survey No. 37 Hissa No.23, Survey No. 32 Hissa No.3, Survey No. 33 Hissa No.5, Survey No. 32 Hissa No.3, Survey No. 33 Hissa No.5, Survey No. 33 Hissa No.9, Survey No. 33 Hissa No.11, Survey No. 34 Hissa No.4, Survey No. 35 Hissa No.1, Survey No. 35 Hissa No.9, Survey No. 36 Hissa No.1, Survey No. 36 Hissa No.10, Survey No. 36 Hissa No.12, Survey No. 36 Hissa No.13, Survey No. 37 Hissa No.16, Survey No. 37 Hissa No.53 admeasuring 4 acres 39.8 gunthas</p>	<p>A portion of the said comprising Land Survey No. 36 Hissa No. 10 admeasuring 14.36 square meters, Survey No. 36 Hissa No. 12 admeasuring 56.10 meters square and Survey No. 36 Hissa No. 13 admeasuring 68.70 meters square</p>	<p>The next date has not been mentioned on the website of the Bombay High Court.</p>	<p>These land parcels have already been acquired by MHADA and the name of MHADA has been updated in the VII / XII extract for these survey nos.</p>



						<p>towards compulsory acquisition in accordance with the provisions of Sections 24(2), 26, 27 and 28 of the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013; (v) pending the hearing and final disposal of the petition, pass an order of temporary injunction restraining the Respondents or their agents from selling, transferring, disposing off or otherwise dealing with the aforesaid lands.</p> <p>Interim Application No. 27023 of 2022 was filed by the Sahyog in the aforesaid Writ Petition whereunder the Sahyog inter-alia prayed that the Hon'ble Court be pleased to allow the Sahyog to intervene in the aforesaid Writ Petition and direct the Petitioners to make the Sahyog a party thereto.</p>				
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**Background to Appeal No. 8026 of 2018**

It appears that the Appellants are challenging inter-alia mutation entry no. 645 dated 14<sup>th</sup> October 2004 whereunder the name of the Sahyog was mutated with respect to inter-alia lands bearing Survey No. 35 Hissa No. 16, Survey No. 38 Hissa No. 20, Survey No. 38 Hissa No. 22, Survey No. 38 Hissa No. 23, Survey No. 39 Hissa No. 3, Survey No. 39 Hissa No. 6, Survey No. 39 Hissa No. 7, Survey No. 40 Hissa No. 2 forming part of the said Land, by virtue of being joint owners of the aforesaid lands. Further, the Appellants are also challenging mutation entry no. 728 dated 25<sup>th</sup> November 2010, however, the same does not pertain to the said Land.

and under Order dated 7 January 2014 passed by the Sub Divisional Officer, Mumbai Western Suburban, in Appeal bearing no. DLN/RTS/A-101/2012, the Sub Divisional Officer inter-alia held that the mutation entry no. 645 dated 14<sup>th</sup> October 2004 whereunder the name of the Sahyog was mutated was based on registered documents registered with the Office of the Sub Registrar of Assurances and further dismissed Appeal No. DLN/RTS/A-101/2012 on account of delay in filing thereof. We have been informed that by the Sahyog that it does not have a copy of the aforesaid Appeal No. DLN/RTS/A-101/2012.

The Appellants filed Appeal No. CIRTS/Adm/A-01/2015 before the Deputy Collector, Mumbai Suburban District, challenging the aforesaid Order dated 7<sup>th</sup> January 2014 passed by the Sub Divisional Officer. By and under Order dated 3 November 2015 passed by the Deputy Collector, the aforesaid Appeal No. CIRTS/Adm/A-01/2015 was rejected and dismissed. We have been informed that the Sahyog does not have a copy of the aforesaid Appeal No. CIRTS/Adm/A-01/2015 filed before the Deputy Collector, Mumbai Suburban District.

Thereafter, on a perusal of the Order dated 17<sup>th</sup> April 2018 passed by the Additional Commissioner, Konkan Division, Mumbai it appears that a Revision Application 35 of 2016 was filed before the Additional Commissioner challenging the Order dated 3 November 2015 passed by the Deputy Collector. However, the aforesaid Revision Application was dismissed by and under Order dated 16<sup>th</sup> January 2017 due to absence of the Appellants. Aggrieved by the aforesaid Order dated 16<sup>th</sup> January 2017 passed by Additional Commissioner, the Appellants filed a review application being Appeal No. 128 of 2018 before the Additional Commissioner, against the aforesaid Order dated 16<sup>th</sup> January 2017. By and under Order dated 17<sup>th</sup> April 2018 passed by the Additional Commissioner, its Order dated 16<sup>th</sup> January 2017 was upheld and Appeal No. 128 of 2018 was disallowed. We have been informed that the Sahyog does not have a copy of the aforesaid Revision Application 35 of 2016 and Appeal No. 128 of 2018 filed before the Additional Commissioner, Konkan Division, Mumbai.

8	Appeal No. 8026 of 2018 Appeal No. 8026 of 2018 (Revision No. 2619/8026/Prakaran 11)	Revenue and Textile Minister at Mantralaya, Mumbai	(1) Mrs. Sheila Doris D'Souza (2) Mr. Carl William D'Souza (3) Mr. Juan BosCO D'Souza (4) Mrs. Kay Cristina Misquita (5) Mrs. Michelle Rose D'Souza (6) Mrs. Amanda Ann Valladares (7) Mrs. Nicole Jennette D'Souza (8) Mrs. Norma	Pending	As per the Sahyog Declaration and Pegeen Declaration, there are no adverse orders passed in this Appeal affecting the said Land or the Scheme to be developed thereon.	The Appellant therein have inter-alia sought that the Revenue and Textile Minister be pleased to: (i) admit the appeal and call for the records and proceedings of Appeal No. 128 of 2017 from the file of the Additional Commissioner, Konkan Division and after examining the legality, proprietary and correctness of the Order dated 17 <sup>th</sup> April 2018	We have been informed that the Sahyog has not filed its reply yet and shall do so when the appeal is listed next.	Survey No. 20 Hissa No. 4, Survey No. 21, Survey No. 22, Survey No. 23 Hissa No. 7, Survey No. 23 Hissa No. 8, Survey No. 27 Hissa No. 4, Survey No. 35	Survey No. 35 Hissa No. 16 admeasuring 4,811.16 square meters, Survey No. 38 Hissa No. 20 admeasuring 154.20 square meters, Survey No. 38 Hissa	We have been informed that this Appeal was last heard on 7 <sup>th</sup> February 2019 and has not been listed since. We are not aware of the next date	We have been informed by the Sahyog that it has been served with an incomplete copy of the Appeal and they do not have a complete copy of the same. The Dispute mentioned herein is in relation to the dispute mentioned at serial No. 6 above.
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	<p>Agnes D'Souza (9) Mr. Clyde Joseph Soares (10) Mr. Aloysius Valentine Soares (11) Mr. Ajay Augustine D'Souza (12) Mr. Chandrajeet Anthony D'Souza (13) Mrs. Ajaya Paschal Travasso (14) Mr. Trevor J. D'Souza (therein referred to as the Appellants) against (1) Additional Deputy Commissioner, Konkani Division (2)</p> <p>the Sahyog (3) Mr. Nizel Ansiam D'Silva (4) Mr. Gavin Ansiam</p>	<p>or the right, title and interest of the Sahyog and Pegeen Builders and Developers Private Limited to develop the said Land by implementing the Scheme thereon.</p>	<p>passed by the Additional Commissioner, Konkani Division, squash and set aside the aforesaid Order dated 17th April 2018; (ii) subsequent to setting aside of the aforesaid Order dated 17th April 2018 passed by the Additional Commissioner, Konkani Division, also set aside and squash the Order dated 7th January 2014 passed by the Sub Divisional Officer, Mumbai Western Suburban and the Order dated 3rd by November 2015 passed by the Deputy Collector (Appeals), Mumbai Suburban District, (iii) pending the hearing and final disposal of the appeal, stay the operation, execution and implementation of the said Order dated 17th April 2018 passed by the Additional Commissioner, Konkani Division.</p>		<p>Hissa No. 16, Survey No. 37 Hissa No. 1, Survey No. 37 Hissa No. 43, Survey No. 37 Hissa No. 45, Survey No. 38 Hissa No. 5, Survey No. 38 Hissa No. 9, Survey No. 38 Hissa No. 20, Survey No. 38 Hissa No. 22, Survey No. 38 Hissa No. 23, Survey No. 39 Hissa No. 3, Survey No. 39 Hissa No. 6, Survey No. 39 Hissa No. 7, Survey No. 40 Hissa No. 2, Survey No. 40 Hissa No. 7, Survey No. 49 Hissa No. 2, Survey No. 49 Hissa No. 25, Survey No. 49 Hissa No. 2, Survey No. 49 Hissa No. 25, Survey No. 49 Hissa No. 36(pt), Survey No. 49 Hissa No. 53</p>	<p>No. 22 admeasuring 798.20 square meters, Survey No. 38 Hissa No. 23 admeasuring 130.40 square meters, Survey No. 39 Hissa No. 3 admeasuring 202 square meters, Survey No. 39 Hissa No. 5 admeasuring 950.80 square meters, Survey No. 39 Hissa No. 7 admeasuring 263.50 square meters, Survey No. 40 Hissa No. 2 admeasuring 2,077.90 square meters.</p>	
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**Background to Appeal No. 8027 of 2018**

Background to Appeal No. 8027 of 2018

It appears that the Appellants are challenging mutation entry no. 645 dated 14<sup>th</sup> October 2004 whereunder the name of the Sahyog was mutated with respect to inter-alia lands bearing Survey No. 35 Hissa No. 16, Survey No. 38 Hissa No. 20, Survey No. 38 Hissa No. 22, Survey No. 33 Hissa No. 23, Survey No. 39 Hissa No. 3, Survey No. 39 Hissa No. 6, Survey No. 39 Hissa No. 7, Survey No. 40 Hissa No. 2 forming part of the said Land, by virtue of being joint owners of the aforesaid lands.

By and under Order dated 7 January 2014 passed by the Sub Divisional Officer, Mumbai Western Suburban, in Appeal bearing no. DLN/RTS/A-102/2012, the Sub Divisional Officer inter-alia held that the mutation entry no. 645 dated 14 October 2004, whereunder the name of the Sahyog was mutated was based on registered documents registered with the Office of the Sub Registrar of Assurances and further dismissed Appeal No. DLN/RTS/A-102/2012 on account of delay in filing thereof. We have been informed that by the Sahyog that it does not have a copy of the aforesaid Appeal No. DLN/RTS/A-102/2012.

The Appellants filed Appeal No. C/RTS/Adm/A-02/2015 before the Deputy Collector, Mumbai Suburban District, challenging the aforesaid Order dated 7<sup>th</sup> January 2014 passed by the Sub Divisional Officer. By and under Order dated 3 November 2015 passed by the Deputy Collector, the aforesaid Appeal No. C/RTS/Adm/A-02/2015 was rejected and dismissed. We have been informed that the Sahyog does not have a copy of the aforesaid Appeal No. C/RTS/Adm/A-02/2015 filed before the Deputy Collector, Mumbai Suburban District.

Thereafter, on a perusal of the Order dated 17 April 2018 passed by the Additional Commissioner, Konkani Division, Mumbai it appears that a Revision Application 34 of 2016 was filed before the Additional Commissioner challenging the Order dated 3 November 2015 passed by the Deputy Collector. However, the aforesaid Revision Application was dismissed by and under Order dated 16 January 2017 due to absence of the Appellants. Aggrieved by the aforesaid Order dated 18 January 2017 passed by the Additional Commissioner, the Appellants filed a review application being Appeal No. 127 of 2018 before the Additional Commissioner, against the aforesaid Order dated 16th January 2017. By and under Order dated 17 April 2018 passed by the Additional Commissioner,



its Order dated 16 January 2017 was upheld and Appeal No. 127 of 2018 was disallowed. We have been informed that the Sahyog does not have a copy of the aforesaid Revision Application 34 of 2016 and Appeal No. 127 of 2018 filed before the Additional Commissioner, Konkan Division, Mumbai.

Aggrieved by the aforesaid Order dated 17 April 2018 passed by the Additional Commissioner, the Appellants have filed Appeal No. 8027 of 2018 before the Revenue and Textile Minister at Mantralaya, Mumbai.

9	Appeal No. 8027 of 2018 (Revision No. 2619/8027/Prakaran. 12)	Revenue and Textile Minister at Mantralaya, Mumbai	(1) Mrs. Shiela Doris D'Souza (2) Mr. Carl William D'Souza (3) Mr. Juan Bosco D'Souza (4) Mrs. Kay Cristina Misquilia (5) Mrs. Michelle Rose D'Souza (6) Mrs. Amanda Anni Valladares (7) Mrs. Nicole Jennette D'Souza (8) Mrs. Norma Agnes D'Souza (9) Mr. Clyde Joseph Soares (10) Mr. Aloysius Valentine Soares (11) Mr. Ajay Augustine D'Souza (12) Mr. Chandrajeet Anthony D'Souza (13) Mrs. Ajaya Paschal Travasso (14) Mr. Trevor J. D'Souza (Therein referred to as the Appellants) against (1) Additional Deputy Commissioner, Konkan Division (2) the Sahyog (3) Mr. Nizel Anslam D'Silva (4) Mr. Gavin Anslam D'Silva (5) Mrs. Arlen Navil D'Silva (6) Mrs. Fiona Parvez Andharyajina (7) Mrs. Saran Ina Saldanha (8) Ronal Warner D'Silva (9) Mrs. Lona Alex Fernandes (10) Mrs. Hillarian Stanley D'Silva (11) Mrs. Zeeta Mark Baptista (12) Mrs. Magret Danis Cross (13) Mr. Joy Terrance D'Silva (14) Mr. Parsi Terrance D'Silva (15) Mr. Rozer Terrance D'Silva (16) Mrs. Annie Terrance D'Silva (17) Mrs. Catherine Terrance D'Silva (therein referred to as the Respondents)	Pending	As per the Sahyog Declaration and Pegeen Declaration, there are no adverse orders passed in this Appeal affecting the said Land or the Scheme to be developed thereon or the right, title and interest of the Sahyog and Pegeen Builders and Developers Private Limited to develop the said Land by implementing the Scheme thereon.	The Appellants therein have inter-alia sought that the Revenue and Textile Minister be pleased to: (i) admit the appeal and call for the records and proceedings of Appeal No. 127 of 2017 from the file of the Additional Commissioner, Konkan Division and after examining the legality, proprietary and correctness of the Order dated 17th April 2018 passed by the Additional Commissioner, Konkan Division, squash and set aside the aforesaid Order dated 17th April 2018; (ii) subsequent to setting aside of the aforesaid Order dated 17th April 2018 passed by the Additional Commissioner, Konkan Division, also set aside and squash the Order dated 7th January 2014 passed by the Sub Divisional Officer, Mumbai Western Suburban and the Order dated 3rd November 2015 passed by the Deputy Collector (Appeals), Mumbai Suburban District; (iii) pending the hearing and final disposal of the appeal, stay the operation, execution and implementation of the said Order dated 17th April 2018 passed by the Additional Commissioner, Konkan Division.	We have been informed that the Sahyog has not filed its reply yet and shall do so when the appeal is listed next.	Survey No. 20 Hissa No. 4, Survey No. 21, Survey No. 22, Survey No. 23 Hissa No. 7, Survey No. 23 Hissa No. 8, Survey No. 27 Hissa No. 4, Survey No. 35 Hissa No. 16, Survey No. 37 Hissa No. 1, Survey No. 37 Hissa No. 43, Survey No. 37 Hissa No. 45, Survey No. 38 Hissa No. 5, Survey No. 38 Hissa No. 9, Survey No. 38 Hissa No. 20, Survey No. 38 Hissa No. 22, Survey No. 38 Hissa No. 23, Survey No. 39 Hissa No. 3, Survey No. 39 Hissa No. 6, Survey No. 39 Hissa No. 7, Survey No. 40 Hissa No. 2, Survey No. 40 Hissa No. 7, Survey No. 49 Hissa No. 2, Survey No. 49 Hissa No. 25, Survey No. 49 Hissa No. 36(part), Survey No. 49 Hissa No. 53.	Survey No. 35 Hissa No. 16 admeasuring 4,811.16 square meters. Survey No. 38 Hissa No. 20 admeasuring 154.20 square meters, Survey No. 38 Hissa No. 22 admeasuring 798.20 square meters, Survey No. 38 Hissa No. 23 admeasuring 130.40 square meters, Survey No. 39 Hissa No. 3 admeasuring 202 square meters, Survey No. 39 Hissa No. 6 admeasuring 950.80 square meters, Survey 39 Hissa No. 7 admeasuring 263.50 square meters, Survey No. 40 Hissa No. 2 admeasuring 2,077.50 square meters.	We have been informed that this Appeal was last heard on 7th February 2019 and has not been listed since. We are not aware of the next date.	We have been informed by the Sahyog that it has been served with an incomplete copy of the Appeal and they do not have a complete copy of the same. The Dispute mentioned herein is in relation to the dispute mentioned at serial No. 6 above.
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Background to Appeal No. 8028 of 2018



It appears that the Appellants are challenging inter-ala mutation entry no. 645 dated 14th October 2004 whereunder the name of the Sahyog was mutated with respect to inter-ala lands bearing Survey No 35 Hissa No. 16, Survey No. 38 Hissa No. 20, Survey Hissa No. 22 Survey No 38 Hissa No. 23, Survey No. 39 Hissa No. 3, Survey No. 39 Hissa No. 6, Survey No. 39 Hissa No. 7, Survey No 40 Hissa No. 2 forming part of the said Land, by virtue of being joint owners of the aforesaid lands. Further, the

No. 38 Appellants are also challenging mutation entry no 609 dated 5th February 1998, however, the same does not pertain to the said Land By and under Order dated 7th January 2014 passed by the Sub Divisional Officer, Mumbai Western Suburban, in Appeal bearing no DLNRTS/A-103/2012, the Sub Divisional Officer inter-ala held that the mutation entry no 645 dated 14 October 2004, whereunder the name of the Sahyog was mutated was based on registered document is registered with the Office of the Sub Registrar of Assurances and further dismissed Appeal No. DLNRTS/A-103/2012 on account of delay in filing thereof. We have been

informed that by the Sahyog that it does not have a copy of the aforesaid Appeal No. DLNRTS/A-103/2012. The Appellants filed Appeal No. C/RTS/Adm/A-03-2015 before the Deputy Collector, Mumbai Suburban District, challenging the aforesaid Order dated 7 January 2014 passed by the Sub Divisional Officer. By and under Order dated 3rd November 2015 passed by the Deputy Collector, the aforesaid Appeal No C/RTS/Adm/A-03/2015 was rejected and dismissed. We have been informed that the Sahyog does not have a copy of the aforesaid Appeal No. C/RTS/Adm/A-03/20-5 filed before the Deputy Collector, Mumbai Suburban District.

Thereafter, on a perusal of the Order dated 17 April 2018 passed by the Additional Commissioner, Konkarn Division, Mumbai it appears that a Revision Application 33 of 2016 was filed before the Additional Commissioner challenging the Order dated 3 November 2015 passed by the Deputy Collector. However, the aforesaid Revision Application was dismissed by and under Order dated 16 January 2017 due to absence of the Appellants. Aggrieved by the aforesaid Order dated 16 January 2017 passed by the Additional Commissioner, the Appellants filed a review application being Appeal No. 126 of 2018 before the Additional Commissioner, against the aforesaid Order dated 16 January 2017. By and under Order dated 17 April 2018 passed by the Additional Commissioner, es Order dated 16th January 2017 was upheld and Appeal No 126 of 2018 was disallowed. We have been informed that the Sahyog does not have a copy of the aforesaid Revision Application 33 of 20-6 and Appeal No. 126 of 2018 filed before the Additional Commissioner, Konkarn Division, Mumbai

Aggrieved by the aforesaid Order dated 17th April 2018 passed by the Additional Commissioner, the Appellants have filed Appeal No. 8026 of 2018 before the Revenue and Textile Minister at Mantralaya, Mumbai

10	Appeal No. 8026 of 2018 (Revision No. 2619/8026/Prakaran 13)	Revenue and Textile Minister at Mantralaya, Mumbai	(1) Mrs. Sheila Doris D'Souza (2) Mr Carl William D'Souza (3) Mr Juan Bosco D'Souza (4) Mrs. Kay Cristina Misquita (5) Mrs. Michelle Rose D'Souza (6) Mrs. Amanda Anni Valladares (7) Mrs Nicole Jennette D'Souza (8) Mrs. Norma Agnes D'Souza (9) Mr Clyde Joseph Soares (10) Mr. Aloysius Valentin Soares (11) Mr. Ajay Augustine D' Souza (12) Mr. Chandrajee Anthony D'Souza (13) Mrs Ajaya Paschal Travasso (14) Mr. Trevor J. D'Souza (therein referred to as the Appellants) against (1) Additional Deputy Commissioner, Konkarn Division (2) the Sahyog (3) Mr. Nizel Anslam D'Silva (4) Mr. Gavin Anslam D'Silva (5) Mrs Arlen Navil D'Silva (6) Mrs. Fiona Parvez Andharyajina (7) Mrs. Saran Ina Saldanha (8) Ronal Warner D'Silva (9) Mrs. Lona Alex Fernandes (10) Mrs. Hillarian Stanley D'Silva (11) Mrs. Zeeta Mark	Pending	As per the Sahyog Declaration and Pegeen Declaration, there are no adverse orders passed in this Appeal affecting the said Land or the Scheme to be developed thereon or the right, title and interest of the Sahyog and Pegeen Builders and Developers Private Limited to develop the said Land by implementing the Scheme thereon.	The Appellants therein have inter-ala sought that the Revenue and Textile Minister be pleased to: 1) admit the appeal and call for the records and proceedings of Appeal No. 126 of 2017 from the file of the Additional Commissioner, Konkarn Division and, after examining the legality, proprietary and correctness of the Order dated 17th April 2018 passed by the Additional Commissioner, Konkarn Division, squash and set aside the aforesaid Order dated 17th April 2018: 2) subsequent to setting aside of the aforesaid Order dated 17th April 2018 passed by the Additional Commissioner, Konkarn Division, also set aside and squash the Order dated 7th January 2014 passed by the Sub Divisional Officer, Mumbai Western Suburban and the Order dated 3rd by November 2015 passed by the Deputy Collector (Appeals), Mumbai Suburban District; 3) pending the hearing and final disposal of the appeal, stay the operation, execution and implementation of the said Order dated 17th April 2018 passed by the Additional Commissioner, Konkarn Division.	We have been informed that the Sahyog has not filed its reply yet and shall do so when the appeal is listed next.	Survey No 20 Hissa No. 4, Survey No 21, Survey No 22, Survey No 23 Hissa No. 7, Survey No 23 Hissa No. 8, Survey No 27 Hissa No. 4, Survey No 35 Hissa No. 16, Survey No 37 Hissa No 1, Survey No 37 Hissa No 43, Survey No 37 Hissa No 45, Survey No 38 Hissa No 5, Survey No 38 Hissa No 9, Survey No 38 Hissa No 20, Survey No 38 Hissa No 22, Survey No 38 Hissa No 23, Survey No 39 Hissa No 3, Survey No 39 Hissa No 6, Survey No 39 Hissa No 7, Survey No 39 Hissa No 7, Survey No 40 Hissa No. 2, Survey No 40	No. 35 Hissa No. 16 admeasuring 4,811.16 square meters. Survey No. 38 Hissa No. 20 admeasuring 154.20 square meters, Survey No. 38 Hissa No. 22 admeasuring 798.20 square meters, Survey No. 38 Hissa No. 23 admeasuring 130.40 square meters, Survey No. 39 Hissa No. 3 admeasuring 202 square meters, Survey No. 39 Hissa No. 6 admeasuring 950.80 square meters, Survey 39 Hissa No. 7 admeasuring 263.50 square meters, Survey No. 40 Hissa No. 2 admeasuring	We have been informed that this Appeal was last heard on 7th February 2019 and has not been listed since. We are not aware of the next date.	We have been informed by the Sahyog that it has been served with an incomplete copy of the Appeal and they do not have a complete copy of the same. The Dispute mentioned herein is in relation to the dispute mentioned at serial No. 6 above.
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			Baptista (12) Mrs Magret Danis Cross (13) Mr. Joy Terrance S'Silva (14) Mr. Parsi Terrance D'Silva (15) Mr. Rozer Terrance D'Silva (16) Mrs. Annie Terrance D'Silva (17) Mrs. Catherine Terrance D'Silva (18) Mr. Chandra Hari Prasad and (19) Mr. Jagdamba Prasad Pande (therein referred to as the Respondents)				Hissa No. 7, Survey No. 49 Hissa No. 2, Survey No. 49 Hissa No. 25, Survey No. 49 Hissa No. 36(part), Survey No. 49 Hissa No. 53	2,077.50 square meters		
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**Background to the L. C. Suit No. 2283 of 2022**

The plaintiff claims that she has purchased the suit property that is the slum structure from the Defendant hence she is entitled to be declared as eligible for the permanent alternate accommodation.

11	L. C. Suit No. 2283 of 2022	Bombay City Civil Court at Dindoshi	Falek Rafique Bhat (referred to as Plaintiff therein) versus (1) Maharashtra Housing and Area Development Authority, (2) Hasan Ali Bismillah Khan (3) Sahyog Jadhav (referred to Defendants therein)	Pending	The Notice of Motion is pending. No order under Notice of Motion is passed.	(i) Hon'ble Court may direct Defendants not to create third party interest into the above suit premises by any mense i.e. by way of sale, transfer, mortgage etc. of the suit premises Room No.5, Mehboob Chawl, Opp. Dheeraj Height Tower, New Shakti Nagar, Behram Baug, Jogeshwari (W) 400 102; b) The Plaintiff also pray that this Hon'ble Court may please to direct the Defendants for not creating third party right in flat situated at Room No.5, Mehboob Chawl, Opp. Dheeraj Height Tower, New Shakti Nagar, Behram Baug, Jogeshwari (W) 400 102 by way of sale, + mortgage, transfer, lien by the Defendants their agents, successors or any body claim on their behalf, c) This Hon'ble Court may please to grant temporary injunction to the Plaintiff for not to disturb her peaceful possession in Room No.5, Mehboob Chawl, Opp. Dheeraj Height Tower, New Shakti Nagar, Behram Baug, Jogeshwari (W) 400102.	Sahyog has not been served with writ of summons to answer the suit.	Premises forming part of Shakti Shakari Co-operative Housing Society situated at Village Oshiwara, Taluka Andheri, Behram Baug, Jogeshwari (West), Mumbai 400102	Room No. 5, Mehboob Chawl, Opp. Dheeraj Height Tower, New Shakti Nagar, Behram Baug, Jogeshwari (West), Mumbai 400102.	09 <sup>th</sup> September 2025	This litigation pertains to eligibility of slum dwellers. This matter does not affect the right, title, interest of the Sahyog to the said Land
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**Background to the Appeal No. 8 of 2021**

Appellant claims to be member of New Shakti Janseva Sangh Co-operative Housing Society and sought direction to respondents therein to take immediate steps eligibility of the Appellant in Supplementary Annexure II for the purpose of allotting him alternate permanent accommodation under slum rehabilitation scheme.



12	Appeal No. 8 of 2021	Grievance Redressal Committee, Mumbai	Bhima @ Bhimu Ladku Rahtod versus (1) The Addl. Collector (E&R) Western Suburbs Mumbai (2) Deputy Collector (E. & R) Andheri-1 (3) the Chairman / Secretary, New Shakti Janseva Sangh Co-operative Housing Society (4) Sahyog Homes Limited.	Pending	We have been informed that no intimation of any order is received by the Sahyog.	(a) Be pleased remand back the matter for fresh inquiry to the office of the Respondent No.2 for due diligence inquiry and after proper inquiry and on the basis of evidence on record of the Appellant attached with this Appeal, the Appellant will be held eligible at Sr.No. 312 of the Annexure II in the light of Government Resolution dated 16.05.2018; (b) This Hon'ble Authority be pleased to call for the entire records and proceedings from Respondent No. 1 and 2 and records of Slum Rehabilitation Scheme in question so as to ascertain whether the Appellant structure in question was in existence in light of Government Resolution dated 16.05.2018 and after having a glance at the evidence on record and also the materials produce before this Hon'ble Authority if there is subjective satisfaction on the part of this Authority to arrive at the conclusion the Appellant have been hounded by way of drive them from pillar to post for redressal of his grievances then in that case necessary direction be issued to respondents herein to take immediate steps to see that appellant is held eligible in Supplementary Annexure II for the purpose of allotting him residential alternate permanent accommodation under the scheme in question which is being carried out by Respondent no.4 forthwith; (c) the Hon'ble Authority be quashed and set aside the Order passed by Respondent No. 1 dated 17 <sup>th</sup> September 2020 in Appeal No. 374 of 2019; (d) This Hon'ble Authority be pleased to direct the Respondent no. 3 and 4 herein to make the payment of Rs. 12,000/- (Rs. Twelve Thousand only) per month as house rent on account of not having provided transit accommodation from date of demolition of appellant structure; (e) Any other equitable suitable	We have not been provided with copy of written statement.	Premises forming part of Nav Shakti Co-operative Housing Society situated on CTS No. 47(part), 69(part), 70(part), 73(part), 299, 300, 301, 303, 304(part), 305(part), Village Oshiwara, Taluka Andheri, Behram Baug, Jogeshwari (West), Mumbai 400102	The land bearing CTS No.305(pt)	We have been informed that next date is not communicated to Sahyog.	This litigation pertains to eligibility of slum dwellers. This matter does not affect the right, title, interest of the Sahyog to the said Land.
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						orders be kindly passed in favour of the Appellants only; (f) This appeal be allowed with costs					
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**Background of the Appeal No.32 of 2023**

Appellant's son Nilesh Vitthal Dangale who was eligible at Sr. No. 29 of Annexure II, expired in the year 2011 in road accident. Appellant seeking share in permanent alternate accommodation. Respondent No. 1 & 2 denied Appellant's right in the permanent alternate accommodation.

13	Appeal No. 32 of 2023	Additional Collector (E & R)	Anuradha Vitthal Dangale (referred as Appellant therein) versus (1) Rina Nilesh Dangale (2) Rishikesh Nilesh Dangale (3) Jaiganesh SRA CHS (4) Sahyog Homes Ltd. (5) Deputy Collector / Competent Authority (E & R)	Pending	We have been informed that no intimation of any order is received by the Sahyog.	a) That this Hon'ble Authority may pass order and give direction to Respondent no-5 to revise Annexure-II and appellant Mrs. Anuradha Vitthal Dangale name may inserted at serial no. 29; (b) That delay for filing the Appeal may be condoned in the interest of justice (c) Till the pending and final disposal of this matter Respondent no.-3 and No- 4 are directed to execute Agreement with Appellant and (d) Till the pending and final disposal of this matter Respondent no. 3 and 4 are directed not to handover possession of permanent alternate accommodation to Respondent no.1 and No-2; (e) And any further and other order as case may require to be passed	We have not been provided with copy of written statement.	That Appellant herein is widow of late Mr. Vitthal Dangale and occupant of Room No-7, Trimuthi Chwal, New Ganesh SRA, CHS(Prop), Situated at survey no-47(p), 69(p), 70(p), 299, 300, 301, 303, 304(p), 305(p), Mauje Oshivara, Tal-Andheri, Dist- Mumbai Suburban District, herein after referred as said property	CTS No. 305(p), Village Oshivara, Tal-Andheri, Dist- Mumbai Sub District	We have been informed that next date is not communicated to Sahyog.	This litigation pertains to eligibility of slum dwellers. This matter does not affect the right, title, interest of the Sahyog to the said Land
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**Background to the Suit No. 293 of 2024**

Defendant No. 1 has obtained a Letter of Administration dated 30<sup>th</sup> January, 2023 from Hon'ble Bombay High Court with respect to suit properties and created third party right by entering into a Deed of Transfer dated 26<sup>th</sup> November, 2023. Plaintiff has ownership rights as well as development right in respect of part of the suit properties.

	Suit No. 293 of 2024	Bombay High Court	Sahyog Homes Limited (referred to as Plaintiff therein) versus (1) Godfrey D'Mello, (2) Joanna Rose Philomina Miranda, (3) Lovell Lucas Miranda, (4) Lesborne Lucas Miranda, (5) Larissa Lucas Miranda, (6) Motilal Ghevarchand Jain, (7) Sampatraj Hirachand Jain, (8) Ugamraj Ghevarchand Jain, (9) Tejraj Ghevarchand Jain, (10) Champatal Gulabchand Jain @ Tated, (11) Moothalal Deepchand Jain, (12) Kantilal	Pending	The suit is not yet listed.	(i) that this Hon'ble Court be pleased to adjudicate and declare that the Letters of administration dated 30 <sup>th</sup> January, 2023 being Exhibit - FF to the Plaintiff, to the extent of permitting the Defendant No.1 to administer the suit property is void and the same be cancelled; (ii) that this Hon'ble Court be pleased to declare that the Plaintiffs are the owners of the suit properties mentioned in Exhibit B to F (barring properties of Defendant No.2 and Defendant No.3); (iii) that this Hon'ble Court be pleased to declare that the Deed of Transfer dated 26 <sup>th</sup> November, 2023 being Exhibit - MM to the Plaintiff is	We have not been provided with the Written Statements of the parties.	(i) Survey No. 40 Hissa No. 6 corresponding CTS No. 309 admeasuring 481.60 square meters (ii) Survey No. 39 Hissa No. 1(pf) corresponding CTS No. 305 admeasuring 1318 square meters (iii) Survey No. 49 Hissa No. 10 corresponding CTS No. 219(pf) admeasuring 1315.70 square	CTS No. 305 (part) area admeasuring 1,318 square meters, CTS No. 309 area admeasuring 481.60 square meters	The next date has not been mentioned on the website of High Court	Vide order dated 20.08.2024 passed in Miscellaneous Petition (L) No.16780 of 2020 in Testamentary Petition No. 2476 of 2022 the Letter of Administration dated 30 <sup>th</sup> January, 2023 granted by Hon'ble High Court is revoked.
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		<p>Deepchand Jain, (13)  Mohanlal Pannaal Jain,  (14) Babulal Pannaal  Jain, (15) Rajendra  Kumar Manekchand  Jain @ Tated, (16) Vijay  Kumar Manekchand  Jain @ Tated, (17)  Parasmal  Dhanraj Jain, (18)  Kapoorchand Dhanraj  Jain, (19) Raichand  Dhanraj Jain, (20)  Santosh  Dhanraj Jain, (21)  Ramesh Dhanraj Jain,  (22) M/s. J.K.  Constructions, (23)  Noorjahan Begum @  Noorjahan Amir Khan,  (24) Maharashtra  Housing and Area  Development Authority,  (25) Municipal  Corporation of Greater  (referred to as  Defendants therein).</p>		<p>void document and the same be  cancelled; (iv) that pending the  hearing and final disposal of the  suit the Defendant No.1 be  restrained from using the  documents viz. Letters of  Administration dated 30th  January 2023 being Exhibit - FF  to the Plaintiff and Transfer Deed  dated 26th November, 2023  being Exhibit - MM to the Plaintiff  and/or claim any interest in the  suit property; (v) for interim and  ad-interim relief in respect of  prayer clause (iv) above.</p>	<p>meters (iv)  Survey No. 20  Hissa No. 4  corresponding  CTS No. 400 (pt)  admeasuring  7084 square  meters, (v)  Survey No. 39  Hissa No. 3  corresponding  CTS No. 305  admeasuring  2233.20 square  meters, (vi)  Survey No. 23  Hissa No. 3  corresponding  CTS No. 212  admeasuring  197.60 square  meters, (vii)  Survey No. 24  Hissa No. 4 and  9 corresponding  CTS No. 218  admeasuring  about 379.40  square meters  (viii) Survey No.  20 Hissa No. 6  corresponding  CTS No. 408  admeasuring  1283.30 square  meters (ix)  Survey No. 20  Hissa No. 9  corresponding  CTS No. 379  admeasuring  1143.10 square  meters, (x)  Survey No. 49  Hissa No. 1  corresponding  CTS No. 377  admeasuring  352.20 square  meters (xi)  Survey No. 20  Hissa No. 10  corresponding  CTS No.  400(Part)  admeasuring  227.62 square</p>		
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								meters, (xii) Survey No. 18 Hissa No. 1 corresponding CTS No. 394 admeasuring 3905.60 square meters (xiii) Survey No. 49 Hissa No. 16 corresponding CTS No. 219 admeasuring 2226 square meters (xiv) Survey No. 25 Hissa No. 11 and Survey No. 25 Hissa No. 13 corresponding CTS No. 197 admeasuring 731 square meters (xv) Survey No. 4 Hissa No. 4, 6 and 9 corresponding CTS No. 218 admeasuring 2648.60 square meters (xvi) Survey No. 49 Hissa No. 11 corresponding CTS No. 219 admeasuring 505.85 square meters of Village Cshwara, Taluka Andheri, Mumbai Suburban District		
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**Background to the Appeal No. 1 of 2025**

Appellant claims to have purchased a hut structure admeasuring about 15 X 10 sq. ft., situated at Kashiwasi Sangh, Fakinwadi, Behram Baug, New Link Road, Jogeshwari (W) Mumbai 400102. The said room premises was surveyed by the SRA and Survey Receipt No. 0331770 dated 17/07/2000, was issued in the name of the Appellant. The Appellant was employed in Phoolpur, Uttar Pradesh. The Respondent No. 5 and Umashankar Bharti in collusion with Respondent No. 2 and 3 have used old electricity bill of the Appellant said room premises and made themselves eligible based on the said old electricity bill.

15	Appeal No. 1 of 2025	Grievance Redressal Committee, Mumbai	Ramchandra Jagdamba Bharti (referred as Appellant therein) versus (1) Additional Collector (E&R) (2)	Pending	We have been informed that no intimation of any order is received by the Sahyog.	(a) The Dispute mentioned herein is in relation to the dispute mentioned at serial No. 6 above; (b) This Hon'ble authority be please to direct the concern	The Developer or Society cannot allot permanent alternate accommodation or	Hutment at Serial No. 251 of Annexure II of Samadhan SRA Co-operative	CTS No. 45(pt), 304, 305, 306, 307, 308(pt), of Village-	Hearing closed for Order.	The Dispute mentioned herein is in relation to the dispute mentioned serial No. 4 above
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		Chairman / Secretary, Samadhan Co-operative Housing Society (3) Shayog Homes Ltd. (4) Deputy Collector (E&R) (5) Ramashankar Jagdamba Bharti (referred as Respondent therein)		authorities directing them deleting and replacing name of Mr. Ramashankar Jagdamba Bharti (at Sr. No. 250) of the Annexure II of Samadhan Cooperative Housing Society Limited, CTS no. CTS No. 45p, 304p, 305p, 306p, 307p, & 308p, Mauje Oshiwara, Tah. Andher, Fakir Wadi, Behram Baug, New Link Road, Jogeshwan West, Mumbai 400102, with the name of Appellant i.e., Mr. Ramchandra Jagdamba Bharti; (c) The Respondent No. 2 to 4 be restrained from the order of injunction of this Hon'ble authority restraining them and or their agents from allotting the permanent alternate accommodation to Respondent No. 5.	provide benefits to a hutment dweller unless the hutment dweller is declared eligible by the Competent Authority. The appeal is a dispute between the Appellant and Respondent No. 5, and should not obstruct the progress of the slum rehabilitation project. Sahyog prayed that the Appeal be dismissed with compensatory cost.	Housing Society to be developed on CTS No. 45(pt), 304, 305, 306, 307, 308(pt). of Village-Oshiwara, Tal-Andher, Mumbai Suburban District	Oshiwara, Tal-Andher, Mumbai Suburban District		
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**A CONSOLIDATED TABLE OF ELIGIBLE AND IN-ELIGIBLE SLUM DWELLERS IN THE SCHEME  
(AS PER CHHANANI PATRA ISSUED BY SLUM REHABILITATION AUTHORITY ON 16<sup>TH</sup> MAY, 2025)**

Usage	Eligible	Paid	Ineligible	Undecided	Closed	Outside Insanitary area (Non- Slum)	Out of Boundary	Eligibility Undecided	Decision Pending	Total
Residential	1962	191	150	155	00	00	00	00	00	2458
Commercial	156	00	57	28	00	00	00	00	1	242
Residential cum Commercial	16	01	04	03	00	00	00	00	00	24
Other Mandir & Balwadi	00	00	00	03	00	00	00	00	00	03
Closed	01	00	00	01	02	00	00	13	00	17
No Use	00	00	11	09	00	00	00	00	00	20
Outside Insanitary area (Non- Slum)	00	00	00	00	00	05	00	00	00	05
Out of Boundary	00	00	00	00	00	00	37	00	00	37
Cow Pen (Tabela)	00	00	01	00	00	00	00	00	00	01
Refused to Survey	00	00	00	00	00	00	00	04	00	04
<b>Total</b>	<b>2135</b>	<b>192</b>	<b>223</b>	<b>199</b>	<b>02</b>	<b>05</b>	<b>37</b>	<b>17</b>	<b>01</b>	<b>2811</b>

Eligible	Ineligible	Total
2325	486	2811



**ANNEXURE "III"**

**SEARCH AT THE SUB-REGISTRAR OF ASSURANCES**

We have perused a copy of the Search Report dated 23.04.2025 and 24.04.2025 issued by Tushar D Jagtap, Title Investigator, in relation to the search conducted in the offices of Sub-Registrar of Assurances at Mumbai, Bandra and Andheri S.R.O. Nos. 1 to 8, in respect of the said LOI Land, for the period of 35 years i.e from year 1999 till 2025. As per the Search Report mentioned hereinabove, the following documents are registered with the office of the Sub-Registrar of Assurances.

1. Conveyance Deed dated 21.05.2004 executed between Mr. Nayjel D'Silva & Others of the One Part and M/s. Sahyog Homes of the Other Part and registered with the office of the Sub-Registrar of Assurances under serial No. BDR-9-2327 of 2004.
2. Confirmation Deed dated 28.06.2004 executed between Mrs. Ayona D'Silva, Mrs. Vendy D'Silva & Others of the One Part and M/s. Sahyog Homes of the Other Part and registered with the office of the Sub-Registrar of Assurances under serial No. BDR-9-2771 of 2004.
3. Rectification Deed dated 15.02.2006 executed between Mr. Nigel D'Silva & Others of the One Part and M/s. Sahyog Homes of the Other Part and registered with the office of the Sub-Registrar of Assurances under serial No. BDR-9-4186 of 2006.
4. Confirmation Deed dated 31.07.2006 executed between Mrs. Margaret Alias June Stanley D'souza of the One Part and Mr. Richard Paul Fernandes & Others of the Other Part and registered with the office of the Sub-Registrar of Assurances under serial No. BDR-4-6165 of 2006.
5. Conveyance Deed dated 11.08.2006 executed between Mr. Natalia J D'Souza, Rita Francis D'Souza & Others of the One Part and Sahyog Morya & Sahyog House of the Other Part and registered with the office of the Sub-Registrar of Assurances under serial No. BDR-9-7444 of 2006.
6. Conveyance Deed dated 20.12.2007 executed between Mrs. Lily Gomes, Mrs. Dorin Gomes & Others of the One Part and M/s. Sahyog Homes of the Other Part and registered with the office of the Sub-Registrar of Assurances under serial No. BDR-4-9725 of 2007.
7. Conveyance Deed dated 14.12.2007 executed between Joyan Ana Gonsalves of the One Part and M/s. Sahyog Morya of the Other Part and registered with the office of the Sub-Registrar of Assurances under serial No. BDR-9-11719 of 2007;
8. Conveyance Deed dated 20.12.2007 executed between Mr. Naresh Harkisandas Thanawala of the One Part and M/s. Sahyog Homes of the Other Part and registered with the office of the Sub-Registrar of Assurances under serial No. BDR-4-1345 of 2008.



9. Conveyance Deed dated 13.02.2008 executed between Mr. Naresh Harkisandas Thanawala of the One Part and M/s. Sahyog Homes of the Other Part and registered with the office of the Sub-Registrar of Assurances under serial No. BDR-4-1346 of 2008.
10. Development Agreement dated 18.03.2008 executed between Oshiwara Sandipani Teachers CHSL & Others of the First Part and M/s. Sridham Builders of the Other Part and registered with the office of the Sub-Registrar of Assurances under serial No. BDR-15-2359 of 2008, executed in relation to development of land bearing CTS No. 1A(part) of Village Oshiwara measuring 2989.17 square meters. As per the Property Register Card dated 8th May 2023, CTS No. 1A aggregately admeasures 3,99,709.3 square meters. However, as per the Architect Certificate, only a portion of land measuring 8604.89 square meters out of CTS No. 1A (part) is included in the said Land. We have not seen references to any of the aforesaid parties in the documents reviewed by us during the course of our diligence. Additionally, as per the Sahyog Declaration, this document does not pertain to the said Land, the Scheme and the Subject Property.
11. Undertaking dated 07.07.2010 executed between M/s. J. K. Construction of the One Part and The CEO Slum Rehabilitation Authority of the Other Part and registered with the office of the Sub-Registrar of Assurances under serial No. BDR-4-6393 of 2010. This undertaking refers to an agreement for joint venture dated 7th June 2007 executed between Sahyog Homes and J.K. Constructions for development of the land bearing CTS No. 218 of Village Oshiwara. Also, as per the Sahyog Declaration, J.K. Constructions has no there is no right, title and interest in the said Land, the Scheme and the Subject Property.
12. Confirmation Deed dated 20.12.2011 executed between Mr. Audi Mary Fernandes and Power of Stefen Aayan Fernandes & Others of the One Part and M/s. Sahyog Homes of the Other Part and registered with the office of the Sub-Registrar of Assurances under serial No. BDR-4-11297 of 2011.
13. Confirmation Deed dated 22.12.2011 executed between Mr. Bartha Pereira & Others of the One Part and M/s. Sahyog Homes of the Other Part and registered with the office of the Sub-Registrar of Assurances under serial No. BDR-4-11298 of 2011.
14. Confirmation Deed dated 28.02.2012 executed between Mr. Anthony Pereira, Mrs. Vandana Jagdish Chaturvedi Alias Grace & Others of the One Part and M/s. Sahyog Homes of the Other Part and registered with the office of the Sub-Registrar of Assurances under serial No. BDR-15-3708 of 2012.
15. Development Agreement dated 20.04.2012 executed between Oshiwara Dhanlaxmi CHSL of the one Part and M/s. Lotus Realtors of the Other Part and registered with the office of the Sub-Registrar of Assurances under serial No. BDR-1-6818 of 2012, executed in relation to development of land bearing Survey No. 41 (part) corresponding to CTS No. 1A of Village Oshiwara. As per the Property Register Card dated 8th May 2023, CTS No. 1A aggregately admeasures 3,99,709.3 square meters. However, as per the Architect Certificate, only a portion of land measuring 8604.89 square meters out of CTS No. 1A (part) is included in the said Land. We have not seen references

to any of the aforesaid parties in the documents reviewed by us during the course of our diligence. Additionally, as per the Sahyog Declaration, this document does not pertain to the said Land, the Scheme and the Subject Property.

16. Development Agreement dated 03.10.2012 executed between Mrs. Heidi Gomes & Mr. Utha Gomes of the First Part and M/s. Sahyog Homes of the Other Part and registered with the office of the Sub-Registrar of Assurances under serial No. BDR-15-11218 of 2012.
17. Consent Deed dated 08.11.2012 executed between M/s. Sahyog Homes and Berchman Gomes and registered with the office of the Sub-Registrar of Assurances under serial No. BDR-15-12486 of 2012.
18. Conveyance Deed dated 22.01.2013 executed between The Zoroastrian Radhi Society of the One Part and M/s. Sahyog Homes of the Other Part and registered with the office of the Sub-Registrar of Assurances under serial No. BDR 4 616 of 2013.
19. Correction Deed dated 18.02.2013 executed between Oshiwara Sandipani Teachers CHSL & Others of the First Part and M/s. Sridham Builders of the Other Part and registered with the office of the Sub-Registrar of Assurances under serial No. BDR-9-1417 of 2013, executed for amendment of the Development Agreement dated 18.03.2008 (recorded at Serial No. 10 above). For the reasons as set out at Serial No. 10 above, this document does not pertain to the said Land, Scheme and the Subject Property. Additionally, as per the Sahyog Declaration, this document does not pertain to the said Land, the Scheme and the Subject Property.
20. Conveyance Deed dated 09.07.2013 executed between The Parsi Vegetarian and Temprence Society of the One Part and M/s. Sahyog Homes of the Other Part and registered with the office of the Sub-Registrar of Assurances under serial No. BDR-17-4135 of 2013.
21. Rectification Deed dated 11.07.2013 executed between Lily Gomes, Agnes Gomes & Others of the One Part and M/s. Sahyog Homes of the Other Part and registered with the office of the Sub-Registrar of Assurances under serial No. BDR-1-7682 of 2013.
22. Rectification Deed dated 15.07.2013 executed between Naresh Harkishandas Thanawala of the One Part and M/s. Sahyog Homes of the Other Part and registered with the office of the Sub-Registrar of Assurances under serial No. BDR-1-7683 of 2013.
23. Relinquishment Deed dated 19.07.2013 executed between M/s. Beejay Realtors Pvt. Ltd. of the One Part and M/s. Sahyog Homes of the Other Part and registered with the office of the Sub-Registrar of Assurances under serial No. BDR-1-8203 of 2013.
24. Mortgage Deed dated 13.05.2014 executed between Orbit Ventures Developers of the One Part and India Info line Housing Finance Ltd. of the Other Part and registered with the office of the Sub-Registrar of Assurances under serial No. BDR-4-3290 of 2014 executed in relation to projects Shikhar and Shikhar II being developed on land bearing Survey No. 41 corresponding to CTS No.



1A (part) Plot No. A10, SG-16 and SG-13 of Village Oshiwara. As per the Property Register Card dated 8th May 2023, CTS No. 1A aggregately admeasures 3,99,709.3 square meters. However, as per the Architect Certificate, only a portion of land measuring 8604.89 square meters out of CTS No. 1A (part) is included in the said Land. We have not seen references to any of the aforesaid parties or the aforesaid project name in the documents reviewed by us during the course of our diligence. Additionally, as per the Sahyog Declaration, this document does not pertain to the said Land, the Scheme and the Subject Property.

25. Mortgage Deed dated 12.06.2014 executed between Orbit Ventures Developers of the One Part and India Info line Housing Finance Ltd. of the Other Part and registered with the office of the Sub-Registrar of Assurances under serial No. BDR-4-4039 of 2014 executed in relation to projects Shikhar and Shikhar II being developed on land bearing Survey No. 41 corresponding to CTS No. 1A (part) Plot No. A10, SG-16 and SG-13 of Village Oshiwara. As per the Property Register Card dated 8th May 2023, CTS No. 1A aggregately admeasures 3,99,709.3 square meters. However, as per the Architect Certificate, only a portion of land measuring 8604.89 square meters out of CTS No. 1A (part) is included in the said Land. We have not seen references to any of the aforesaid parties or the aforesaid project name in the documents reviewed by us during the course of our diligence. Additionally, as per the Sahyog Declaration, this document does not pertain to the said Land, the Scheme and the Subject Property.
26. Mortgage Deed dated 12.10.2015 executed between Mid-City Infrastructure Pvt. Ltd. And Orbit Ventures Developers of the One Part and IDBI Trusteeship Services Ltd. of the Other Part and registered with the office of the Sub-Registrar of Assurances under serial No. BDR-4-7635 of 2015 executed in relation to projects Shikhar and Shikhar II being developed on land bearing Survey No. 41 corresponding to CTS No. 1A (part) of Village Oshiwara. As per the Property Register Card dated 8th May 2023, CTS No. 1A aggregately admeasures 3,99,709.3 square meters. However, as per the Architect Certificate, only a portion of land measuring 8604.89 square meters out of CTS No. 1A (part) is included in the said Land. We have not seen references to any of the aforesaid parties or the aforesaid project name in the documents reviewed by us during the course of our diligence. Additionally, as per the Sahyog Declaration, this document does not pertain to the said Land, the Scheme and the Subject Property.
27. Mortgage Deed dated 17.12.2015 executed between M/s. Sahyog Homes of the One Part and IDBI Trusteeship Services Ltd. of the Other Part and registered with the office of the Sub-Registrar of Assurances under serial No. BDR-4-9768 of 2015. This has been reconveyed vide Reconveyance Deed dated 20.06.2017 bearing registration no. BDR-1-6776 of 2017.
28. Undertaking dated 27.01.2016 executed by the Sahyog in favour of SRA and registered with the office of the Sub-Registrar of Assurances under serial No. BDR-4-754 of 2016, whereby the Sahyog has undertaken that it would submit phase wise program along with bar chart for development of scheme, infrastructural works, reservations, amenities etc. in the layout along with the layout plan before issue of C.C. for 1st rehab building or IOA for 2nd building, whichever is earlier and that the same would be developed accordingly.

29. Reconveyance Deed dated 01.04.2016 executed between Mid-City Infrastructure Pvt. Ltd. And Orbit Ventures Developers of the One Part and IDBI Trusteeship Services Ltd. of the Other Part and registered with the office of the Sub-Registrar of Assurances under serial No. BDR-4-3090 of 2016 executed in relation to the land bearing Survey No. 41 corresponding to CTS No. 1 (part) of Village Oshiwara, CTS No.1A(part) corresponding to Survey No. 41 is included in the said Land and not CTS No. 1(part). We have not seen references to any of the aforesaid parties in the documents reviewed by us during the course of our diligence. Additionally, as per the Sahyog Declaration, this document does not pertain to the said Land, the Scheme and the Subject Property.
30. Reconveyance Deed dated 01.04.2016 executed between Orbit Ventures Developers of the One Part and India Infoline Finance Ltd. of the Other Part and registered with the office of the Sub-Registrar of Assurances under serial No. BDR-4-3092 of 2016 executed in relation to the land bearing Survey No. 41 corresponding to CTS No. 1 (part) of Village Oshiwara. CTS No. 1A(part) corresponding to Survey No. 41 is included in the said Land and not CTS No. 1(part). We have not seen references to any of the aforesaid parties in the documents reviewed by us during the course of our diligence. Additionally, as per the Sahyog Declaration, this document does not pertain to the said Land, the Scheme and the Subject Property.
31. Reconveyance Deed dated 01.04.2016 executed between Orbit Ventures Developers of the One Part and India Infoline Finance Ltd. of the Other Part and registered with the office of the Sub-Registrar of Assurances under serial No. BDR-4-3093 of 2016 executed in relation to land bearing Survey No. 41 corresponding to CTS No. 1 (part) of Village Oshiwara. CTS No. 1A(part) corresponding to Survey No. 41 is included in the said Land and not CTS No. 1(part). We have not seen references to any of the aforesaid parties in the documents reviewed by us during the course of our diligence. Additionally, as per the Sahyog Declaration, this document does not pertain to the said Land, the Scheme and the Subject Property.
32. Reconveyance Deed dated 04.06.2016 executed between M/s. Shree Dham Builders of the One Part and ICICI Bank of the Other Part and registered with the office of the Sub-Registrar of Assurances under serial No. BDR-17-4460 of 2016 executed in relation to project Shreedham Splendor being developed on land bearing CTS No. 1A (part) of Village Oshiwara. As per the Property Register Card dated 8th May 2023, CTS No. 1A aggregately admeasures 3,99,709.3 square meters. However, as per the Architect Certificate, only a portion of land measuring 8604.89 square meters out of CTS No. 1A (part) is included in the said Land. We have not seen references to any of the aforesaid parties or the aforesaid project name in the documents reviewed by us during the course of our diligence. Additionally, as per the Sahyog Declaration, this document does not pertain to the said Land, the Scheme and the Subject Property.
33. Conveyance Deed dated 20.07.2016 executed between Oshiwara Land Development Co. Pvt. Ltd. And Lokhandwala Estate and Development Co. Pvt. Ltd. of the One Part and Legend CHSL of the Other Part and registered with the office of the Sub-Registrar of Assurances under serial No. BDR-15-5495 of 2016 executed in relation to land bearing Survey No. 41 corresponding to CTS No. 1/A/122 of Village Oshiwara. CTS No. 1A(part) corresponding to Survey No. 41 is included in the



said Land and not CTS No. 1A/122. We have not seen references to any of the aforesaid parties or the aforesaid project name in the documents reviewed by us during the course of our diligence. Additionally, as per the Sahyog Declaration, this document does not pertain to the said Land, the Scheme and the Subject Property.

34. Mortgage Deed dated 15.11.2016 executed between Orbit Ventures Developers of the One Part and Dewan Housing Finance Ltd. of the Other Part and registered with the office of the Sub-Registrar of Assurances under serial No. BDR-9-10248 of 2016 executed in relation to inter alia project Shikhar being developed on land bearing Survey No. 41 corresponding to CTS No. 1 (part) of Village Oshiwara. CTS No. 1A(part) corresponding to Survey No. 41 is included in the said Land and not CTS No. 1(part). We have not seen references to any of the aforesaid parties or the aforesaid project name in the documents reviewed by us during the course of our diligence. Additionally, as per the Sahyog Declaration, this document does not pertain to the said Land, the Scheme and the Subject Property.
35. Undertaking dated 19.11.2016 executed by the Sahyog in favour of SRA and registered with the office of the Sub-Registrar of Assurances under serial No. BDR-4-10043 of 2016 whereby the Sahyog undertook to submit certain no-objection certificates and remarks as stated therein in relation to development of the Scheme.
36. Indemnity Bond dated 10.01.2017 executed between M/s. Crystal Pride Developers and registered with the office of the Sub-Registrar of Assurances under serial No. BDR-15-203 of 2017 executed in relation to land bearing CTS Nos. 1A/283, 1A/284, 1A/285 and 1A/286 of Village Oshiwara. CTS No. 1A (part) is included in the said Land and not CTS Nos. 1A/283, 1A/284, 1A/285 and 1A/286. We have not seen references to aforesaid party in the documents reviewed by us during the course of our diligence. Additionally, as per the Sahyog Declaration, this document does not pertain to the said Land, the Scheme and the Subject Property.
37. Mortgage Deed dated 01.06.2017 executed between M/s. Sahyog Homes Ltd. of the One Part and IDBI Trusteeship Services Ltd. of the Other Part and registered with the office of the Sub-Registrar of Assurances under serial No. BDR-4-3482 of 2017.
38. Reconveyance Deed dated 20.06.2017 executed between M/s. Sahyog Homes Ltd. of the One Part and IDBI Trusteeship Services Ltd. of the Other Part and registered with the office of the Sub-Registrar of Assurances under serial No. BDR-1-6776 of 2017.
39. Undertaking dated 05.12.2017 executed between M/s. Oshiwara Park Vue CHSL and registered with the office of the Sub-Registrar of Assurances under serial No. BDR-1-13626 of 2017 executed in relation to land bearing Survey No. 41(part) corresponding to CTS No. 1A (part) of Village Oshiwara. As per the Property Register Card dated 8th May 2023, CTS No. 1A aggregately admeasures 3,99,709.3 square meters. However, as per the Architect Certificate, only a portion of land measuring 8604.89 square meters out of CTS No. 1A (part) is included in the said Land. We have not seen references to the aforesaid party in the documents reviewed by us during the course

- of our diligence. Additionally, as per the Sahyog Declaration, this document does not pertain to the said Land, the Scheme and the Subject Property.
40. Conveyance Deed dated 06.07.2018 executed between The Zoroastrian Radhi Society & Others of the One Part and M/s. Sahyog Homes Ltd. of the Other Part and registered with the office of the Sub-Registrar of Assurances under serial No. BDR-18-7137 of 2018.
  41. Conveyance Deed dated 06.07.2018 executed between The Zoroastrian Radhi Society of the One Part and Sahyog Homes Ltd. of the Other Part and registered with the office of the Sub-Registrar of Assurances under serial No. BDR-18-7138 of 2018.
  42. Undertaking dated 03.11.2018 executed between M/s. Crystal Pride and registered with the office of the Sub-Registrar of Assurances under serial No. BDR-9-11953 of 2018 executed in relation to land bearing CTS No. 1/A/283 (part) and 1/A/285 of Village Oshiwara. CTS No. 1A (part) is included in the said Land and not CTS No. 1/A/283 (part) and 1/A/285. We have not seen references to the aforesaid party in the documents reviewed by us during the course of our diligence. Additionally, as per the Sahyog Declaration, this document does not pertain to the said Land, the Scheme and the Subject Property.
  43. Notice of Lis Pendens dated 14.05.2019 issued by Laxmi Industrial Estate to and is registered with the office of the Sub-Registrar of Assurances under serial No. BDR-16-4487 of 2019 executed in relation to land bearing Survey No. 41 (part) corresponding to CTS No. 1/A/286 of Village Oshiwara. CTS No. 1A (part) corresponding to Survey No. 41(part) is included in the said Land and not CTS No. 1/A/286. We have not seen references to the aforesaid party in the documents reviewed by us during the course of our diligence. Additionally, as per the Sahyog Declaration, this document does not pertain to the said Land, the Scheme and the Subject Property.
  44. Supplementary Agreement dated 21.08.2019 executed between M/s. Sahyog Homes Ltd. of the One Part and IDBI Trusteeship Services Ltd. of the Other Part and registered with the office of the Sub-Registrar of Assurances under serial No. BDR-18-9656 of 2019.
  45. Leave and License Agreement dated 30.01.2020 executed between Shakti Nagar Seva Sangh S. R. A. CHSL of the One Part and Reliance Jio Infotel Pvt. Ltd. of the Other Part and registered with the office of the Sub-Registrar of Assurances under serial No. BDR-1/1299 of 2020 executed in relation to certain area on the terrace of the building Shakti Nagar Seva Sangh SRA CHSL bearing CTS No. 321/1(part), 321/2(part) and 321/3 of Village Oshiwara. As per the Architect Certificate, CTS No. 321/1/A/1 is included in the said Land. We have not seen references to any of the aforesaid parties or the aforesaid building in the documents reviewed by us during the course of our diligence. Additionally, as per the Sahyog Declaration, this document does not pertain to the said Land, the Scheme and the Subject Property.
  46. Mortgage Deed dated 24.09.2021 executed between Sahyog Homes Ltd. of the One Part and IDBI Trusteeship Services Ltd. of the Other Part and registered with the office of the Sub-Registrar of Assurances under serial No. BDR-15-9593 of 2021.



47. Mortgage Deed dated 23.03.2022 executed between Sahyog Homes of the One Part and IDBI Trusteeship Services Ltd. of the Other Part and registered with the office of the Sub-Registrar of Assurances under serial No. BDR-15-4031 of 2022.
48. Deed of Mortgage dated 19.05.2023 executed between Sahyog Homes Ltd. of the One Part IDBI Trusteeship Services Ltd. of the Other Part and registered with the office of the Sub-Registrar of Assurances under serial No. BDR-17-6563 of 2023.
49. Deed of Rectification dated 30.06.2023 executed between M/s. Sahyog Homes Ltd. of the One Part IDBI Trusteeship Ltd. of the Other Part and registered with the office of the Sub-Registrar of Assurances under serial No. BDR-17-7822 of 2023.
50. Development Agreement dated 08.08.2023 executed between M/s. Sahyog Homes Ltd. of the One Part and Pegeen Builders and Developers Pvt. Ltd. of the Other Part and registered with the office of the Sub-Registrar of Assurances under serial No. BDR-17-10024 of 2023.
51. Deed of Reconveyance dated 27.09.2023 executed between Sahyog Homes Limited and IDBI Trusteeship Services Pvt. registered with the office of Sub Registrar of Assurances under serial No. BDR9-15879-2023
52. Undertaking dated 18.08.2023 and registered with the office of the Sub-Registrar of Assurances under serial No. BDR-17-10412 of 2023 made by the Sahyog in favour of the Executive Engineer, Slum Rehabilitation Authority in relation to the proposed development being undertaken on the said Land.
53. Deed of Mortgage dated 21.02.2024 executed between Sahyog Homes Ltd. of the One Part and Tata Capital Housing Finance Ltd. of the Other Part and registered with the office of Sub Registrar of Assurances under serial No. BDR-18-3177 of 2024
54. Deed of Mortgage dated 22.03.2024 and executed between Sahyog Homes Limited of the One Part and IDBI Trusteeship Services Ltd. of the Other Part and registered with the office of Sub Registrar of Assurances under serial No. BDR-17-1154 of 2024.
55. Deed of Mortgage dated 22.03.2024 and executed between Sahyog Homes Limited and IDBI Trusteeship Services Pvt. registered with the office of Sub Registrar of Assurances under serial No. AND-5-4495 of 2024.
56. Deed of Mortgage dated 22.03.2024 and executed between Pegeen Builders and Developers and Sahyog Homes Limited (Confirming Party) and IDBI Trusteeship Services Pvt. registered with the office of Sub Registrar of Assurances under serial No. BDR-17-5236-2024.

57. Deed of Hypothecation dated 22.03.2024 and executed between Pegeen Builders and Developers and IDBI Trusteeship Services Pvt. registered with the office of Sub Registrar of Assurances under serial No. BDR-17-5245-2024.
58. Deed of Conveyance dated 25.10.2024 executed between The Parsee Vegetarian and Temperance Society of the One Part and M/s. Sahyog Homes Ltd. of the Other Part and registered with the office of the Sub-Registrar of Assurances under serial No. BDR-9-18237 of 2024 in relation to the land bearing CTS Nos. 313, Survey No. 40 Hissa No. 1 admeasuring 118.10 sq. mtrs.
59. Deed of Mortgage dated 14.11.2024 and executed between Sahyog Homes Limited and IDBI Trusteeship Services Pvt. registered with the office of Sub Registrar of Assurances under serial No. AND-5-18293-2024.

  
(Advocate)  
27.05.2025



Registration No.: MAH/1298/1987  
Dt. 05/10/1987

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**ANNEXURE "IV"**

**A. PRIVATE LANDS:**

**(I) D'Silva Land:**

**1. CTS No. 45 admeasuring 7,895.30 square meters:**

- a) We have been provided with a copy of the KJP. Upon perusal of the KJP, we understand that Survey No. 35 Hissa No. 16 was allotted CTS No. 45 measuring 7,895.30 square metres.
- b) As per the Property Register Card ("PRC") dated 27.03.2025
  - i. CTS No. 45 admeasures 7,895.30 square meters,
  - ii. The tenure of the land is reflected as Agricultural;
  - iii. The PR Card did not specify the name of the holder thereof. Accordingly, PR Card should be updated to reflect the name of the Sahyog as the owner thereof,
  - iv. It was mentioned therein that pursuant to order dated 13<sup>th</sup> May 1980 bearing no. ATN/NA/II Oshiwara/738, an amount of Rs. 118/- was paid by Sayyad Ahamad Hanif Husen towards non-agricultural assessment for the period 1 August 1979 to 31 July 1980 in respect of an area measuring 1,475 square meters. We have not been provided with a copy of this order. As per the Sahyog Declaration, this entry does not pertain to the extent of CTS no. 45 that forms part of the said Land.
  - v. An entry dated 16<sup>th</sup> December 2015 recorded that, pursuant to the Notification dated 16th February 2015 bearing no. Na Bhu. 1/Mi.Pa./Words Recording/2015 Pune issued by Settlement Commissioner and Director of Land Records and order no. Bhu./Oshiwara/ME No.711 dated 16th December 2015, the land records were recorded in the words format and as such the revenue records were updated. We have not been provided with a copy of this Notification dated 16th February 2015 bearing no. Na.Bhu.1/Mi.Pa.Words Recording/2015 Pune issued by Settlement Commissioner and Director of Land Records and order no. Bhu./Oshiwara/ME No.711 dated 16th December 2015.
  - vi. As per the Architect Certificate, Sahyog Declaration and Pegeen Declaration, an area measuring 4,811.16 square metres of the aforesaid land forms part of the said LOI Land and the Scheme. We have been informed that no sub-division or separate demarcation has been undertaken with respect to the balance area of CTS No. 45 measuring 3,084 14 square meters.



**2. CTS No. 74 admeasuring 154.20 square meters:**

- a) We have been provided with a copy of the KJP. Upon perusal of the KJP, we understand Survey No. 38 Hissa No. 20 was allotted CTS No. 74 measuring 154.20 square metres.
- b) As per the PRC dated 28.03.2025
- i. CTS No. 74 admeasures 154.20 square meters,
  - ii. The tenure of the land is reflected as Agricultural;
  - iii. The PR Card did not specify the name of the holder of the aforesaid land. Accordingly, PR Card should be updated to reflect the name of the Sahyog as the owner thereof,;
  - iv. An entry dated 16th December 2015 recorded that, pursuant to the Notification dated 16<sup>th</sup> February 2015 bearing no. Na. Bhu.1/Mi.Pa./Words Recording/2015 Pune issued by Settlement Commissioner and Director of Land Records and order no Bhu./Oshiwara/ME No.711 dated 16<sup>th</sup> December 2015, the land records were recorded in the words format and as such the revenue records were updated. We have not been provided with a copy of this Notification dated 16<sup>th</sup> February 2015 bearing no. Na. Bhu.1/Mi.Pa./Words Recording/2015 Pune issued by Settlement Commissioner and Director of Land Records and order no. Bhu./Oshiwara/ME No.711 dated 16<sup>th</sup> December 2015.; and
  - v. As per the Architect Certificate, Sahyog Declaration and Pegeen Declaration, the entire area measuring 154.20 square metres of the aforesaid land forms part of the said LOI Land and the Scheme.

**3. CTS No. 301 admeasuring 798.20 square meters:**

- a) We have been provided with a copy of the KJP. Upon perusal of the KJP, we understand that Survey No. 38 Hissa No. 22 was allotted CTS No. 301 measuring 798.20 square metres.
- b) As per the PRC dated 28.03.2025
- i. CTS No. 301 admeasures 798.20 square meters:
  - ii. The PR Card did not specify the name of the holder of the aforesaid land. Accordingly, PR Card should be updated to reflect the name of the Sahyog as the owner thereof



- iii. It was mentioned therein that pursuant to the Notification dated 16 February 2015 bearing no. Na Bhu.1/MPa/Words Recording/2015 Pune issued by Settlement Commissioner and Director of Land Records and Order No. Bhu./Oshiwara/ME No.711 dated 16<sup>th</sup> December 2015, the land records were recorded in the words format and as such the revenue records were updated. We have not been provided with a copy of this Notification dated 16 February 2015 bearing no Na Bhu 1MPa/Words Recording/2015 Pune issued by Settlement Commissioner and Director of Land Records and order no Bhu./Oshiwara/ME No.711 dated 16<sup>th</sup> December 2015, and
- iv. As per the Architect Certificate, Pegeen Declaration and Sahyog Declaration, the entire area measuring 798.20 square metres of the aforesaid land forms part of the said LOI Land and the Scheme.

**4. CTS No. 297 admeasuring 130.40 square meters**

- a) We have been provided with a copy of the KJP. Upon perusal of the KJP, we understand that Survey No. 38 Hissa No. 23 measuring 130.40 square metres was allotted CTS No. 297 measuring 130,40 square metres
- b) As per the PRC dated 28.03.2025.
  - i. CTS No. 297 admeasures 130.40 square meters,
  - ii. The PR Card did not specify the name of the holder of the aforesaid land. Accordingly, PR Card should be updated to reflect the name of the Sahyog as the owner thereof,
  - iii. It was mentioned therein that pursuant to the Notification dated 16<sup>th</sup> February 2015 bearing no. Na Bhu.1/Mi. Pa./Words Recording/2015 Pune issued by Settlement Commissioner and Director of Land Records and order no. Bhu/Oshiwara/ME No.711 dated 16<sup>th</sup> December 2015, the land records were recorded in the words format and as such the revenue records were updated. We have not been provided with a copy of this Notification dated 16<sup>th</sup> February 2015 bearing no. Na Bhu: 1/Mi Pa. Words Recording/2015 Pune issued by Settlement Commissioner and Director of Land Records and order no. Bhu/Oshiwara/ME No.711 dated 16<sup>th</sup> December 2015.; and
  - iv. As per the Architect Certificate, Sahyog Declaration and Pegeen Declaration, the entire area measuring 130.40 square metres of the aforesaid land forms part of the said LOI Land and the Scheme.

**5. CTS No. 305 admeasuring 1,318.00 square meters.**



- a) We have been provided with a copy of the KJP. Upon perusal of the KJP, we understand that Survey No. 39 Hissa No. 1 and Survey No. 39 Hiss No. 3 were collectively allotted CTS No. 305 admeasuring 1,318 square metres.
- b) As per the PRC dated 28.03.2025
- i. CTS No. 305 admeasures 1,318.00 square meters,
  - ii. The PR Card did not specify the name of the holder of the aforesaid land. Accordingly, PR Card should be updated to reflect the name of the Sahyog as the owner thereof,
  - iii. It was mentioned therein that pursuant to the Notification dated 16th February 2015 bearing no. Na Bhu 1/Mi Pa Words Recording/2015 Pune issued by Settlement Commissioner and Director of Land Records and order no. Bhu/Oshiwara/ME No.711 dated 16 December 2015, the land records were recorded in the words format and as such the revenue records were updated. We have not been provided with a copy of this Notification dated 16th February 2015 bearing no. Na. Bhu.1/Mi.Pa./Words Recording/2015 Pune issued by Settlement Commissioner and Director of Land Records and order no. Bhu/Oshiwara/ME No.711 dated 16 December 2015.; and
  - iv. As per the Architect Certificate, Sahyog Declaration and Pegeen Declaration, the entire area measuring 1,318 square metres of the aforesaid land forms part of the said LOI Land and the Scheme

**6. CTS No. 317 admeasuring 950.80 square meters:**

- a) We have been provided with a copy of the KJP. Upon perusal of the KJP, we understand that Survey No. 39 Hissa No. 6 was allotted CTS No. 317 measuring 950.80 square metres.
- b) As per the PRC dated 28.03.2025.
- i. CTS No. 317 admeasures 950.80 square meters,
  - ii. The PR Card did not specify the name of the holder of the aforesaid land. Accordingly, PR Card should be updated to reflect the name of the Sahyog as the owner thereof,
  - iii. It was mentioned therein that pursuant to the Notification dated 18 February 2015 bearing no. Na Bhu. 1/M Pa Words Recording/2015 Pune issued by Settlement Commissioner and Director of Land Records and order no. Bhu/Oshiwara ME No 711 dated 16 December 2015, the land records were recorded in the words format



and as such the revenue records were updated. We have not been provided with a copy of this Notification dated 16 February 2015 bearing no. Na Bhu 1/MPa. Words Recording/2015 Pune issued by Settlement Commissioner and Director of Land Records and order no Bhu/Oshiwara/ME No.711 dated 16 December 2015; and

- iv. As per the Architect Certificate, Sahyog Declaration and Pegeen Declaration, the entire area measuring 950.80 square metres of the aforesaid land forms part of the said LOI Land and the Scheme.

**7. CTS No. 307 admeasuring 363.10 square meters:**

- a) We have been provided with a copy of the KJP. Upon perusal of the KJP, we understand that Survey No. 39 Hissa No. 7 was allotted CTS No. 307 measuring 363.10 square metres
- b) As per the PRC dated 28.03.2025
  - i. CTS No. 307 admeasures 363.10 square meters,
  - ii. The PR Card did not specify the name of the holder of the aforesaid land. Accordingly, PR Card should be updated to reflect the name of the Sahyog as the owner thereof.
  - iii. It was mentioned therein that pursuant to the Notification dated 16 February 2015 bearing no. Na Bhu 1/Mi. Pa. Words Recording/2015 Pune issued by Settlement Commissioner and Director of Land Records and order no. Bhu./Oshiwara/ME No. 711 dated 16 December 2015, the land records were recorded in the words format and as such the revenue records were updated, and
  - iv. As per the Architect Certificate, Sahyog Declaration and Pegeen Declaration, an area measuring 263.50 square metres of the aforesaid land forms part of the said LOI Land and the Scheme. We have been informed that no sub-division or separate demarcation has been undertaken with respect to the balance area of CTS No. 307 measuring 99.6 square meters.

**8. CTS No. 308 admeasuring 2.077.90 square meters:**

- a) We have been provided with a copy of the K.JP Upon perusal of the K.JP, we understand that Survey No. 40 Hissa No 2 was allotted CTS No. 308 measuring 2.077.90 square metres
- b) As per the PRC dated 28.03.2025



- i. CTS No. 308 admeasures 2,077.90 square meters,
- ii. The PR Card did not specify the name of the holder of the aforesaid land. Accordingly, PR Card should be updated to reflect the name of the Sahyog as the owner thereof,
- iii. It was mentioned therein that pursuant to the Notification dated 16 February 2015 bearing no. Na Bhu 1/Mi.Pa./Words Recording/2015 Pune issued by Settlement Commissioner and Director of Land Records and order no. Bhu/Oshiwara/ME No.711 dated 16th December 2015, the land records were recorded in the words format and as such the revenue records were updated, and
- iv. As per the Architect Certificate, Sahyog Declaration and Pegeen Declaration, the entire area measuring 2,077.90 square metres of the aforesaid land forms part of the said LOI Land and the Scheme.

**9. CTS No. 310 admeasuring 689.40 square meters:**

- a) We have been provided with a copy of the KJP. Upon perusal of the KJP, we understand that Survey No. 40 Hissa No. 7 was allotted CTS No. 310 measuring 689.40 square metres
- b) As per the PRC dated 28.03.2025
  - i. CTS No. 310 admeasures 689.40 square meters;
  - ii. The PR Card did not specify the name of the holder of the aforesaid land. Accordingly, PR Card should be updated to reflect the name of the Sahyog as the owner thereof;
  - iii. It was mentioned therein that pursuant to the Notification dated 16<sup>th</sup> February 2015 bearing no. Na Bhu. 1/Mi. Pa./Words Recording/2015 Pune issued by Settlement Commissioner and Director of Land Records and order no. Bhu/Oshiwara/ME No.711 dated 16 December 2015, the land records were recorded in the words format and as such the revenue records were updated.
  - iv. As per the Architect Certificate and Sahyog Declaration, an area measuring 114.20 square metres of the aforesaid land forms part of the said LOI Land and the Scheme

**(II) Gomes Land:**

**1. CTS No. 300 admeasuring 1,105.90 square meters:**



- a) We have been provided with a copy of the KJP. Upon perusal of the KJP, we understand that Survey No. 38 Hissa No. 18 was allotted CTS No. 300 measuring 1,105.90 square metres.
- b) As per the PRC dated 28.03.2025
- i. CTS No. 300 admeasures 1,105.90 square meters;
  - ii. The PR Card did not specify the name of the holder of the aforesaid land. Accordingly. PR Card should be updated to reflect the name of the Sahyog as the owner thereof,
  - iii. It was mentioned therein that pursuant to the Notification dated 16th February 2015 bearing no. Na. Bhu.1/Mi.Pa. Words Recording/2015 Pune issued by Settlement Commissioner and Director of Land Records and order no. Bhu/Oshiwara/ME No 711 dated 16 December 2015, the land records were recorded in the words format and as such the revenue records were updated, and
  - iv. As per the Architect Certificate and Sahyog Declaration, the entire area measuring 1,105.90 square metres of the aforesaid land forms part of the said LOI Land and the Scheme

**2. CTS No. 299 admeasuring 638.60 square meters:**

- a) We have been provided with a copy of the KJP. Upon perusal of the KJP, we understand that Survey No. 38 Hissa No. 19 was allotted CTS No. 299 measuring 638.60 square metres
- b) As per the PRC dated 28.03.2025.
- i. CTS No. 299 admeasures 638.60 square meters:
  - ii. The PR Card did not specify the name of the holder of the aforesaid land. Accordingly. PR Card should be updated to reflect the name of the Sahyog as the owner thereof,
  - iii. It was mentioned therein that pursuant to the Notification dated 16th February 2015 bearing no. Na Bhu 1/MPa. Words Recording/2015 Pune issued by Settlement Commissioner and Director of Land Records and order no. Bhu./Oshiwara/ME No.711 dated 16 December 2015, the land records were recorded in the words format and as such the revenue records were updated; and



- iv. As per the Architect Certificate and Sahyog Declaration, the entire area measuring 638.60 square metres of the aforesaid land forms part of the said LOI Land and the Scheme

**3. CTS No. 306 admeasuring 907.70 square meters:**

- a) We have been provided with a copy of the KJP. Upon perusal of the KJP, we understand that to Survey No. 39 Hissa No. 4A and Survey No. 39 Hiss No. 4B were collectively allotted CTS No. 306 measuring 907.70 square metres,
- b) As per the PRC dated 28.03.2025
- i. CTS No. 306 admeasures 907.70 square meters,
- ii. The PR Card did not specify the name of the holder of the aforesaid land. Accordingly, PR Card should be updated to reflect the name of the Sahyog as the owner thereof,
- iii. It was mentioned therein that pursuant to the Notification dated 16 February 2015 bearing no. Na Bhu 1/Mi. Pa.Words Recording/2015 Pune issued by Settlement Commissioner and Director of Land Records and order no. Bhu./Oshiwara/ME No.711 dated 16 December 2015, the land records were recorded in the words format and as such the revenue records were updated, and
- iv. As per the Architect Certificate and Sahyog Declaration, the entire area measuring 907.70 square metres of the aforesaid land forms part of the said LOI Land and the Scheme.

**(III) Thanawala Land:**

**1. CTS No. 70 admeasuring 274.50 square meters:**

- a) We have been provided with a copy of the KJP. Upon perusal of the KJP, we understand that Survey No. 38 Hissa No. 12 was allotted CTS No. 70 measuring 274.50 square metres
- b) As per the PRC dated 28.03.2025:
- i. CTS No. 70 admeasures 274.50 square meters;
- ii. The tenure of the land is reflected as Agricultural;



- iii. The PR Card did not specify the name of the holder of the aforesaid land. Accordingly, PR Card should be updated to reflect the name of the Sahyog as the owner thereof,
- iv. An entry dated 16th December 2015 recorded that, pursuant to the Notification dated 16th February 2015 bearing no. Na. Bhu. 1/Mi.Pa./Words Recording/2015 Pune issued by Settlement Commissioner and Director of Land Records and order no. Bhu/Oshiwara/ME No.711 dated 16 December 2015, the land records were recorded in the words format and as such the revenue records were updated; and
- v. As per the Architect Certificate and Sahyog Declaration, an area measuring 188.50 square metres of the aforesaid land forms part of the said LOI Land and the Scheme. We have been informed that no sub-division or separate demarcation has been undertaken with respect to the balance area of CTS No. 70 measuring 86 square meters

**2. CTS No. 73 admeasuring 431,10 square meters:**

- a) We have been provided with a copy of the KJP, Upon perusal of the KJP, we understand that Survey No. 38, Hissa No. 15 was allotted CTS No. 73 measuring 431.10 square metres.
- b) As per the PRC dated 28.03.2025
  - i. CTS No. 73 admeasures 431.10 square meters;
  - ii. The tenure of the land is reflected as Agricultural;
  - iii. The PR Card did not specify the name of the holder of the aforesaid land. Accordingly, PR Card should be updated to reflect the name of the Sahyog as the owner thereof,
  - iv. An entry dated 16th December 2015 recorded that, pursuant to the Notification dated 16th February 2015 bearing no. Na. Bhu. 1/Mi.Pa./Words Recording/2015 Pune issued by Settlement Commissioner and Director of Land Records and order no Bhu/Oshiwara/ME No.711 dated 16th December 2015, the land records were recorded in the words format and as such the revenue records were updated, and
  - v. As per the Architect Certificate and Sahyog Declaration, an area measuring 171.30 square metres of the aforesaid land forms part of the said LOI Land and the Scheme. We have been informed that no sub-division or separate demarcation has been undertaken with respect to the balance area of CTS No. 73 measuring 259.8 square meters



3. **CTS No. 316 admeasuring 300.00 square meters:**

- a) We have been provided with a copy of the KJP. Upon perusal of the KJP, we understand that Survey No. 39 Hissa No. 8 was allotted CTS No. 316 measuring 300 square metres
- b) As per the PRC dated 29.03.2025:
  - i. CTS No. 316 admeasures 300.00 square meters,
  - ii. The PR Card did not specify the name of the holder of the aforesaid land. Accordingly PR Card should be updated to reflect the name of the Sahyog as the owner thereof
  - iii. It was mentioned therein pursuant to the Notification dated 16 February 2015 bearing no. Na Bhu. 1/MPa/Words Recording/2015 Pune issued by Settlement Commissioner and Director of Land Records and order no. Bhu/Oshiwara/ME No.711 dated 16 December 2015, the land records were recorded in the word format and as such the revenue records were updated, and
  - iv. As per the Architect Certificate and Sahyog Declaration, the entire area measuring 300 square metres of the aforesaid land forms part of the said LOI Land and the Scheme

(IV) **Pareira Land:**

1. **CTS No. 69 admeasuring 915 square meters:**

- a) We have been provided with a copy of the KJP. Upon perusal of the KJP, we understand that Survey No. 38 Hissa No. 8 was allotted CTS No. 69 measuring 915 square metres
- b) As per the PRC dated 28.03.2025:
  - i. CTS No. 69 admeasures 915 square meters:
  - ii. The tenure of the land is reflected as Agricultural,
  - iii. The PR Card did not specify the name of the holder of the aforesaid land. Accordingly. PR Card should be updated to reflect the name of the Sahyog as the owner thereof,
  - iv. An entry dated 16 December 2015 recorded that, pursuant to the Notification dated 16th February 2015 bearing no. Na Bhu. 1/Mi Pa.Words Recording/2015



Pune issued by Settlement Commissioner and Director of Land Records and order no Bhu/Oshiwara/ME No.711 dated 16th December 2015, the land records were recorded in the word format and as such the revenue records were updated, and

- v. As per the Architect Certificate and Sahyog Declaration, an area measuring 794.60 square metres of the aforesaid land forms part of the said LOI Land and the Scheme. We have been informed that no sub-division or separate demarcation has been undertaken with respect to the balance area of CTS No. 69 measuring 120.4 square meters.

**(V) Parsi Society Land:**

**First Parsi Society Land**

**CTS No. 47 admeasuring 2,302.40 square meters:**

- a) We have been provided with a copy of the KJP. Upon perusal of the KJP, we understand that Survey No. 35 Hissa No. 13 was allotted CTS No. 47 measuring 2,302.40 square metres
- b) As per the PRC dated 28.03.2025
  - i. CTS No. 47 admeasures 2,302.40 square meters:
  - ii. The tenure of the land is reflected as Agricultural;
  - iii. The PR Card did not specify the name of the holder thereof. Accordingly, PR Card should be updated to reflect the name of the Sahyog as the owner thereof,
- iv. An entry dated 16th December 2015 recorded that, pursuant to the Notification dated 16th February 2015 bearing no. Na. Bhu. 1/Mi.Pa/Words Recording/2015 Pune issued by Settlement Commissioner and Director of Land Records and order no Bhu./Oshiwara/ME No.711 dated 16 December 2015, the land records were recorded in the word format and as such the revenue records were updated;
- v. As per the Architect Certificate and Sahyog Declaration, an area measuring 1,652.90 square metres of the aforesaid land forms part of the said LOI Land and the Scheme. We have been informed that no sub-division or separate demarcation has been undertaken with respect to the balance area of CTS No. 47 measuring 649.5 square meters.

**Second Parsi Society Land**

**CTS No. 313 admeasuring 118.10 square meters:**



- a) We have been provided with a copy of the KJP. Upon perusal of the KJP, we understand that Survey No. 40 Hissa No. 1 was allotted CTS No. 313 measuring 118.10 square metres
- b) As per the PRC dated 01.04.2025
- i. CTS No. 313 admeasures 118.10 square meters:
  - ii. The tenure of the land is reflected as Agricultural;
  - iii. The PR Card did not specify the name of the holder thereof. Accordingly, PR Card should be updated to reflect the name of the Sahyog as the owner thereof,
  - iv. An entry dated 16<sup>th</sup> December 2015 recorded that, pursuant to the Notification dated 16th February 2015 bearing no. Na. Bhu. 1/Mi.Pa/Words Recording/2015 Pune issued by Settlement Commissioner and Director of Land Records and order no Bhu./Oshiwara/ME No.711 dated 16 December 2015, the land records were recorded in the word format and as such the revenue records were updated;
  - v. As per the Architect Certificate and Sahyog Declaration, an area measuring 118.10 square metres of the aforesaid land forms part of the said LOI Land and the Scheme. We have been informed that no sub-division or separate demarcation has been undertaken with respect to the balance area of CTS No. 313 measuring 118.10 square meters.

**(VI) First Zoroastrian Society Land:**

**1. CTS No. 304 admeasuring 420.50 square meters:**

- a) We have been provided with a copy of the KJP. Upon perusal of the KJP, we understand that Survey No. 35 Hissa No. 15 was allotted CTS No. 304 measuring 420.50 square metres
- b) As per the PRC dated 28.03.2025
- i. CTS No. 304 admeasures 420.50 square meters:
  - ii. The PR Card did not specify the name of the holder of the aforesaid land. Accordingly, PR Card should be updated to reflect the name of the Sahyog as the owner thereof,



- iii. It was mentioned therein that pursuant to the Notification dated 16 February 2015 bearing no. Na Bhu. 1/MI.Pa/Words Recording/2015 Pune issued by Settlement Commissioner and Director of Land Records and order no. Bhu/Oshiwara/ME No 711 dated 16 December 2015, the land records were recorded in the words format and as such the revenue records were updated, and
- iv. As per the Architect Certificate and Sahyog Declaration, the entire area measuring 420.50 square metres of the aforesaid land forms part of the said LOI Land and the Scheme

**2. CTS No. 294/A admeasuring 732.10 square meters:**

- a) We have been provided with a copy of the KJP. Upon perusal of the KJP, we understand that Survey No. 37 Hissa No. 51 was allotted CTS No. 294 measuring 4917.3.
- b) As per the PRC dated 28.03.2025:
  - i. CTS No. 294/A admeasures 732.1 square meters;
  - ii. The tenure of the land is reflected as Agricultural;
  - iii. The PR Card did not specify the name of the holder of the aforesaid land. Accordingly, PR Card should be updated to reflect the name of the Sahyog as the owner thereof,
  - iv. It was mentioned therein that pursuant to (i) Order dated 8th June 1994 and 16th June 1996 bearing no. C/Office-7/Amalgamation/Sub-Division/SR.1881,2589 issued by District Collector, Mumbai Suburban and (ii) Order dated 1 February 1999 bearing no. Survey/Oshiwara/Sub-Division-Amalgamation/99 issued by City Survey Officer, an area measuring 4,264.2 square meters was deducted from the aggregate area of 4917.3 square meters and accordingly, CTS No. 294 admeasured 653.1 square meters. It further recorded that CTS No. 294 was changed to CTS No. 294A. We have not been provided with a copy of the order dated 1st February 1999,
  - v. It was mentioned therein that NA Assessment was recorded for this CTS No. 294A as per CTS No. 293,
  - vi. It was mentioned therein that pursuant to (i) Order dated 21 January 2006 bearing no. Sub-Division/Consolidation/Order no C/office-3 C Consolidate/Sub-Division/SRA 482, (i) Mo.Ra. No.174/06 and (ii) Order dated 6 May 2006 bearing no City Survey/321/1105,294 A,B, an area measuring 79 square meters from CTS No. 321/28 was added in CTS No. 294/A and as such the land area for CTS No.



294/A was increased and finalized as 732.1 square meters. We have not been provided with a copy of (i) Order dated 21 January 2005 bearing no. Sub Division/Consolidation/Order no.C/office-3 C Consolidate/Sub-Division/SRA-482, (j) Mo. Ra. No.174/06 and (ii) Order dated 6th May 2006 bearing no. City Survey/321/1to5,294 A.B;

- vii. It was mentioned therein that pursuant to the Notification dated 16 February 2015 bearing no. Na Bhu.1/Mi.Pa./Words Recording/2015 Pune issued by Settlement Commissioner and Director of Land Records and order no. Bhu/Oshiwara/ME No.711 dated 16 December 2015, the land records were recorded in the words format and as such the revenue records were updated; and
- viii. As per the Architect Certificate and Sahyog Declaration, an area measuring 732.10 square metres of the aforesaid land forms part of the said LOI Land and the Scheme.

**3. CTS No. 303 admeasuring 1,855.40 square meters:**

- a) We have been provided with a copy of the KJP. Upon perusal of the KJP, we understand that Survey No. 38 Hissa No. 16 was allotted CTS No. 303 measuring 2001.6 square metres.
- b) As per the PRC dated 28.03.2025
  - i. The land admeasures 1,855.40 square meters;
  - ii. The PR Card did not specify the name of the holder of the aforesaid land. Accordingly, PR Card should be updated to reflect the name of the Sahyog as the owner thereof,
  - iii. It was mentioned therein that pursuant to an order dated 21<sup>st</sup> April 1980 bearing no. ATN/NAI Oshiwara/42 667/681 issued by Upper Tahsadar (NA) 2 Andher, an amount of Rs. 19.20/- was paid by N. K. Shetty towards non-agricultural assessment for the period from 1<sup>st</sup> August 1978 to 31<sup>st</sup> July 1979 for an area admeasuring 240.5 square meters. We have been informed that the copy of this order is not available. As per the Sahyog Declaration, this entry does not pertain to the said Land;
  - iv. It was mentioned therein that pursuant to (i) Order dated 8<sup>th</sup> June 1994 and 16<sup>th</sup> June 1996 bearing no. C/Office-7/Amalgamation/Sub-Division/SR. 1881,2589 issued by District Collector, Mumbai Suburban and (i) Order dated 1 February 1999 bearing no Survey Oshiwara/Sub-Division-Amalgamation/99 issued by City Survey Officer, an area measuring 146.2 square meters was deducted and



an area admeasuring 1,855.4 square meters was finalized. We have not been provided with a copy of the order dated 1 February 1999.

- v. It was mentioned therein that pursuant to the Notification dated 16th February 2015 bearing no. Na Bhu.1/M Pa/Words Recording/2015 Pune issued by Settlement Commissioner and Director of Land Records and order no. Bhu/Oshiwara/ME No.711 dated 16<sup>th</sup> December 2015, the land records were recorded in the words format and as such the revenue records were updated, and
- vi. As per the Architect Certificate and Sahyog Declaration, the entire area measuring 1,855.40 square metres of the aforesaid land forms part of the said LOI Land and the Scheme.

**(VII) Second Zoroastrian Society Land:**

**1. CTS No. 320 admeasuring 937.20 square meters:**

- a) We have been provided with a copy of the KJP. Upon perusal of the KJP, we understand that Survey No. 39 Hissa No. 10 was allotted CTS No. 320 measuring 937.20 square metres
- b) As per the PRC dated 28.03.2025
  - i. CTS No. 320 admeasures 937.20 square meters:
  - ii. The PR Card did not specify the name of the holder of the aforesaid land. Accordingly, PR Card should be updated to reflect the name of the Sahyog as the owner thereof,
  - iii. It was mentioned therein that pursuant to the Notification dated 16<sup>th</sup> February 2015 bearing no. Na Bhu 1/MPa/Words Recording/2015 Pune issued by Settlement Commissioner and Director of Land Records and order no. Bhu. Oshiwara/ME No.711 dated 16 December 2015, the land records were recorded in the word format and as such the revenue records were updated; and
  - iv. As per the Architect Certificate, Sahyog Declaration and Pegeen Declaration, the entire area measuring 937.20 square metres of the aforesaid land forms part of the said LOI Land and the Scheme.

**(VIII) Third Zoroastrian Society Land:**

**CTS No. 321/1/A/1 admeasuring 2,844.30 square meters:**



- a) We have been provided with a copy of the KJP. Upon perusal of the KJP, we understand that Survey No. 42/1 to 7 was allotted CTS No. 321 admeasuring 19947.6 square meters.
- b) As per the PRC dated 28.03.2025
- i. CTS No. 321/1/A/1 admeasures 2,844 30 square meters;
  - ii. The PR Card did not specify the name of the holder of the aforesaid land. Accordingly, PR Card should be updated to reflect the name of the Sahyog as the owner thereof;
  - iii. It was mentioned therein that pursuant to order bearing no. ADC/LND/D-7664 dated 9<sup>th</sup> June 1980 issued by Upper Deputy Collector, Andheri, an amount of Rs. Rs.2.40 was fixed towards Non-Agricultural Land Assessment for the period from 1<sup>st</sup> August 1962 to 31<sup>st</sup> July 1971 for an area admeasuring 117.6 square meters. We have been informed that the copy of this order is not available. As per the Sahyog Declaration and Pegeen Declaration, this entry does not pertain to the extent of CTS no. 321/1/A/1 that forms part of the said Land
  - iv. It was mentioned therein that pursuant to order bearing no. ADC/LND/D-7662 dated 9<sup>th</sup> June 1980 issued by Upper Deputy Collector, Andheri, the Non-Agricultural Land Assessment for the aforesaid land was fixed at Rs.7.20 from 1<sup>st</sup> August 1964 to 31 and till 18 Non-Agricultural Land Assessment was fixed at Rs.14.40 for the area admeasuring 600 square meters. We have been informed that the copy of this order is not available. As per the Sahyog Declaration and Pegeen Declaration, this entry does not pertain to the extent of CTS no. 321/1/A/1 that forms part of the said Land;
  - v. It was mentioned therein that pursuant to order bearing no. ADC/LND/D-7734 dated 26<sup>th</sup> May 1980 issued by Upper Deputy Collector, Andheri the Non-Agricultural Land Assessment was fixed at Rs.11.50 from 1 August 1975 for the area admeasuring 144 square meters. We have been informed that the copy of this order is not available. As per the Sahyog Declaration and Pegeen Declaration, this entry does not pertain to the extent of CTS no. 321/1/A/1 that forms part of the said Land;
  - vi. It was mentioned therein that pursuant to order bearing no. ATN/NA/Oshivara 1686 dated 19<sup>th</sup> April 1980 issued by Upper Tahasildar NA, Andheri, the Non-Agricultural Land Assessment was fixed at Rs.17.10 from 1<sup>st</sup> August 1979 to 31<sup>st</sup> July 1980 for the area admeasuring 214.00 square meters. We have been informed that the copy of this order is not available. As per the Sahyog



Declaration and Pegeen Declaration, this entry does not pertain to the extent of CTS no. 321/1/A/1 that forms part of the said Land;

- vii. It was mentioned therein that pursuant to order bearing no. ATN/NA/Oshivara 1817 dated 30<sup>th</sup> July 1980 issued by Upper Tahasildar NA, Andheri the Non-Agricultural Land Assessment was fixed at Rs. 56 from 1<sup>st</sup> August 1979 to 31<sup>st</sup> July 1980 for the area admeasuring 700.00 square meters. We have been informed that the copy of this order is not available. As per the Sahyog Declaration and Pegeen Declaration, this entry does not pertain to the extent of CTS no. 321/1/A/1 that forms part of the said Land;
- viii. It was mentioned therein that pursuant to order bearing no. ATN/NA/Oshivara 688 dated 19<sup>th</sup> April 1980 issued by Upper Tahasildar NA, Andheri the Non-Agricultural Land Assessment was fixed at Rs. 36.30 from 1<sup>st</sup> August 1979 to 31 July 1980 for the area admeasuring 454.00 square meters. We have been informed that the copy of this order is not available. As per the Sahyog Declaration and Pegeen Declaration, this entry does not pertain to the extent of CTS no. 321/1/A/1 that forms part of the said Land;
- ix. It was mentioned therein that pursuant to order bearing no. ATN/NA/I/Oshivara 694 dated 18<sup>th</sup> April 1980 issued by Upper Tahasildar NA, Andheri the Non-Agricultural Land Assessment was fixed at Rs. 10.10 from 1<sup>st</sup> August 1979 to 31 July 1980 for the area admeasuring 126.00 square meters. We have been informed that the copy of this order is not available. As per the Sahyog Declaration and Pegeen Declaration, this entry does not pertain to the extent of CTS no. 321/1/A/1 that forms part of the said Land;
- x. It was mentioned therein that pursuant to order bearing no. ATN/NA/II/Oshivara 693 dated 18<sup>th</sup> April 1980 issued by Upper Tahasildar NA, Andheri the Non-Agricultural Land Assessment was fixed at Rs. 10.10 from 1<sup>st</sup> August 1979 to 31 July 1980 for the area admeasuring 126.00 square meters. We have been informed that the copy of this order is not available. As per the Sahyog Declaration and Pegeen Declaration, this entry does not pertain to the extent of CTS no. 321/1/A/1 that forms part of the said Land;
- xi. It was mentioned therein that pursuant to order bearing no. ATN/NA/III/Oshivara 913 dated 14<sup>th</sup> October 1980 issued by Upper Tahasildar NA, Andheri the Non-Agricultural Land Assessment was fixed at Rs. 6.05 from 1 August 1969 to 31<sup>st</sup> July 1971 and 1 August 1971 to 31<sup>st</sup> July 1980 for the area admeasuring 169.00 square meters. We have been informed that the copy of this order is not available. As per the Sahyog Declaration and Pegeen Declaration, this entry does not pertain to the extent of CTS no. 321/1/A/1 that forms part of the said Land;



- xii. It was mentioned therein that pursuant to order dated 20<sup>th</sup> May 1980 bearing no ADC/LND/D-7734 issued by Additional District Collector Andheri, it was seen that Sitaram Devraj Tiwari has paid the non agricultural assessment of Rs. 1150/- from 1 August 1975 for the area admeasuring 144 square meters. We have been informed that the copy of this order is not available. As per the Sahyog Declaration and Pegeen Declaration, this entry does not pertain to the extent of CTS no. 321/1/A/1 that forms part of the said Land:
- xiii. It was mentioned therein that pursuant to (i) Order dated 8<sup>th</sup> June 1994 and 16<sup>th</sup> June 1996 bearing no C/Office-7/Amalgamation/Sub-Division/SR. 1881,2589 issued by District Collector, Mumbai Suburban and (ii) Order dated 1 February 1999 bearing no. Survey/Oshiwara/Sub-Division-Amalgamation/99 issued by City Survey Officer, an area admeasuring 15,813.2 square meters was deducted from CTS No. 321 admeasuring 19947.6 square meters and accordingly balance area of 4,134.4 square meters was allotted CTS No. 321/1. We have not been provided with a copy of the Order dated 1<sup>st</sup> February 1999;
- xiv. It was mentioned therein that NA Assessment for the aforesaid land was recorded as per CTS No. 286;
- xv. It was mentioned therein that NA Assessment for the aforesaid land was recorded as per CTS No. 293,
- xvi. It was mentioned therein that pursuant to (i) order dated 21<sup>st</sup> January 2006 bearing no. C/Office 3C/Consolidation/Sub-Division/SRA-482 issued by District Collector, Mumbai, (ii) Mo. Ra. No. 174/06 and (iii) Order no. Na Bhuaa/321/1 to 5, 294,A,B dated 6 May 2006, area admeasuring 54.3square meters from CTS No. 321/1 (admeasuring 4134.4 square meters) was deducted and allotted CTS No. 321/1B and new property register card for CTS No. 321/18 was opened. Accordingly, balance area of CTS No. 321/1 measuring 4080.1 square meters was allotted CTS No. 321/1A. Thereafter, CTS No. 321/3A admeasuring 225.3 square meters, CTS No. 321/4D admeasuring 61.2 square meters, CTS No. 321/2C admeasuring 61.6 square meters and CTS No. 321/4C admeasuring 61.6 square meters, aggregately admeasuring 409.7 square meters were added to CTS No. 321/1A and their respective property register cards were closed. We have not been provided with a copy of (i) order dated 21<sup>st</sup> January 2006 bearing no. C/Office 3C/Consolidation/Sub-Division/SRA-482 issued by District Collector, Mumbai, (ii) Mo. Ra. No. 174/06 and (iii) Order no. Na Bhuaa/321/1 to 5, 294,A,B dated 6<sup>th</sup> May 2006;
- xvii. It was mentioned therein that pursuant to (1) order dated 28<sup>th</sup> October 2005 bearing no C/Desk/III C/LND/NAP/SRJ 814 issued by District Collector



Andheri, (i) Order dated 19<sup>th</sup> March 2014 bearing no. C/Deskil C/LNDINAP/SRA 814 and (ii) Mo. Ra No. 107/06 dated 27<sup>th</sup> March 2006, the name of Zoroastrian Radhiya Society was recorded for CTS No. 321/1A admeasuring 1,545.50 square meters for residential purpose. We have been informed that the copy of these orders are not available:

- xviii. It was mentioned therein that pursuant to the Notification dated 15<sup>th</sup> February 2015 bearing no. Na Bhu. 1/MI. Pa/Words Recording/2015 Pune issued by Settlement Commissioner and Director of Land Records and order no Bhu/Oshiwara/ME No.711 dated 16 December 2015, the land records were recorded in the word format and as such the revenue records were updated;
- xix. It was mentioned therein that pursuant to (1) Order dated 24<sup>th</sup> February 2015 bearing no. C/Office-3/Consolidation/Sub-Division/SR. 1980,2589 issued by Distict Collector, Mumbai Suburban and (ii) Mo. Ra. No. 433/2016 dated 11<sup>th</sup> March 2016, from the land bearing CTS No. 321/1A admeasuring 4,498.8 square meters, the area admeasuring 1,645.5 square meters was deducted and allotted CTS No. 321/1/A/2 and the balance area admeasuring 2,844.3 square meters was allotted CTS No 321/1/A/1. We have been informed that a copy of the order dated Mo. Ra. No. 433/2016 dated 11<sup>th</sup> March 2016 is not available;
- xx. We have perused a copy of the order dated 24<sup>th</sup> February 2016 whereby CTS No. 321/1A was sub-divided and Zoroastrian Society was recorded as the owner of CTS No. 321/1/A/1 admeasuring 2844.3 square meters and CTS No. 321/1/A/2 admeasuring 1645.5 square meters;
- xxi. As per the Architect Certificate Sahyog Declaration and Pegeen Declaration, an area measuring 1,836.44 square meters of the aforesaid land forms part of the said LOI Land and the Scheme. We have been informed that no sub-division or separate demarcation has been undertaken with respect to the balance area of CTS No. 321/1/A/1 measuring 1,077 86 square meters.

**(IX) Bai Anoo Land:**

**1. CTS No. 298 admeasuring 253.70 square meters:**

- a) We have been provided with a copy of the KJP. Upon perusal of the KJP, we understand that Survey No. 38 Hissa No. 25 was allotted CTS No. 298 measuring 253.70 square metres
- b) As per the PRC dated 28.03.2025
- i. CTS No. 298 admeasures 253.70 square meters;



- ii. The PR Card did not specify the name of the holder of the aforesaid land. Accordingly, PR Card should be updated to reflect the name of the Sahyog as the owner thereof;
- iii. It was mentioned therein that pursuant to the Notification dated 16<sup>th</sup> February 2015 bearing no. Na Bhu. 1/Mi. Pa./Words Recording/2015 Pune issued by Settlement Commissioner and Director of Land Records and order no. Bhu/Oshiwara/ME No.711 dated 16 December 2015, the land records were recorded in the words format and as such the revenue records were updated, and
- iv. As per the Architect Certificate and Sahyog Declaration, the entire area measuring 253.70 square metres of the aforesaid land forms part of the said LOI Land and the Scheme

**(X) Corriea Land:**

**10. CTS No. 309 admeasuring 481.60 square meters:**

- a) We have been provided with a copy of the KJP. Upon perusal of the KJP, we understand that Survey No. 40 Hissa No. 6 was allotted CTS No. 309 measuring 481.60 square metres
- b) As per the PRC dated 28.03.2025
  - i. CTS No. 309 admeasures 481.60 square meters;
  - ii. The PR Card did not specify the name of the holder of the aforesaid land. Accordingly, PR Card should be updated to reflect the name of the Sahyog as the owner thereof;
  - iii. It was mentioned therein that pursuant to the Notification dated 16<sup>th</sup> February 2015 bearing no. Na Bhu. 1/Mi. Pa./Words Recording/2015 Pune issued by Settlement Commissioner and Director of Land Records and order no. Bhu/Oshiwara/ME No.711 dated 16 December 2015, the land records were recorded in the words format and as such the revenue records were updated.
  - iv. As per the Architect Certificate and Sahyog Declaration, the entire area measuring 481.60 square metres of the aforesaid land forms part of the said LOI Land and the Scheme.

**11. CTS No. 318 admeasuring 198.70 square meters:**

- c) We have been provided with a copy of the KJP. Upon perusal of the KJP, we understand that Survey No. 39 Hissa No. 5 was allotted CTS No. 318 measuring 198.70 square metres



d) As per the PRC dated 05.04.2025

v. CTS No. 318 admeasures 198.70 square meters;

vi. The PR Card did not specify the name of the holder of the aforesaid land. Accordingly, PR Card should be updated to reflect the name of the Sahyog as the owner thereof;

vii. It was mentioned therein that pursuant to the Notification dated 16<sup>th</sup> February 2015 bearing no. Na Bhu. 1/Mi. Pa./Words Recording/2015 Pune issued by Settlement Commissioner and Director of Land Records and order no. Bhu/Oshiwara/ME No.711 dated 16 December 2015, the land records were recorded in the words format and as such the revenue records were updated.

viii. As per the Architect Certificate and Sahyog Declaration, the entire area measuring 198.70 square metres of the aforesaid land forms part of the said LOI Land and the Scheme

(XI) Government of Maharashtra:

1. CTS No. 49 admeasuring 482.80 square meters:

a) We have been provided with a copy of the KJP. Upon perusal of the KJP, we understand that Survey No. 35, Hissa No. 10 was allotted CTS No. 49 measuring 482.80 square metres

b) As per the PRC dated 28.03.2025

i. CTS No. 49 admeasures 482.80 square meters;

ii. The tenure of the land is reflected as 'Agricultural';

iii. Pursuant to an entry dated 15 April 1983, the name of GOM was recorded for an area admeasuring 405 square meters;

iv. An entry dated 16 December 2015 recorded that, pursuant to the Notification dated 16<sup>th</sup> February 2015 bearing no. Na Bhu. 1/Mi. Pa./Words Recording/2015 Pune issued by Settlement Commissioner and Director of Land Records and order no Bhu/Oshiwara/ME No.711 dated 16 December 2015, the land records were recorded in the word format and as such the revenue records were updated;



- v. As per the Architect Certificate and Sahyog Declaration, an area measuring 415.08 square metres of the aforesaid land forms part of the said LOI Land and the Scheme and is owned by GOM We have been informed that no sub-division or separate demarcation has been undertaken with respect to the balance area of CTS No. 49 measuring 67.72 square meters

**2. CTS No. 50 admeasuring 125.80 square meters:**

- a) We have been provided with a copy of the KJP. Upon perusal of the KJP, we understand that Survey No. 36, Hissa No. 9 was allotted CTS No. 50 measuring 125.80 square metres;
- b) As per the PRC dated 28.03.2025
- i. CTS No. 50 admeasures 125.80 square meters;
- ii. The tenure of the land is reflected as G;
- iii. Pursuant to an entry dated 15 April 1983, the name of GOM was recorded for an area admeasuring 125 80 square meters;
- iv. An entry dated 16th December 2015 recorded that, pursuant to the Nobification dated 16 February 2015 bearing no. Na Bhu. 1/Mi.Pa/Words Recording/2015 Pune issued by Settlement Commissioner and Director of Land Records and order no Bhu/Oshiwara/ME No.711 dated 16 December 2015, the land records were recorded in the word format and as such the revenue records were updated;
- v. As per the Architect Certificate and Sahyog Declaration, entire area of CTS No. 50 measuring 125.80 square metres forms part of the said LOI Land and the Scheme.

**3. CTS No. 302 admeasuring 366.60 square meters;**

- a) We have been provided with a copy of the K.JP. Upon perusal of the KJP, we understand that Survey No. 38, Hissa No. 17 was allotted CTS No. 302 measuring 369 60 square metres.
- b) As per the PRC dated 28.03.2025
- i. CTS No admeasures 366.60 square meters;
- ii. The tenure of the land is reflected as G;



- iii. The PR Card did not specify the name of the holder of the aforesaid land Accordingly. PR Card should be updated to reflect the name of Government of Maharashtra as the owner there of;
- iv. An entry dated 28th November 2005 was recorded in the PR Card for CTS no 302 thereby stating that pursuant to proceedings before Upper Deputy Collector and Competent Authority and the notification issued under the provisions of Section 10(3) of the Urban Land (Ceiling and Regulation) Act, 1976, the land measuring 366.6 square meters was acquired by GOM effective from 7 May 2005. Further, it was also recorded that this land would be free from all the encumbrances and charges and transfer of this land could not be undertaken without prior permission of the District Collector;
- v. It was mentioned therein that pursuant to the Notification dated 16 February 2015 bearing no. Na Bhu. 1/M Pa/Words Recording/2015 Pune Issued by Settlement Commissioner and Director of Land Records and order no. Bhu/Oshiwara/ME No.711 dated 16 December 2015, the land records were recorded in the word format and as such the revenue records were updated;
- vi. As per the Architect Certificate and Sahyog Declaration, an area measuring 369.60 square metres of the aforesaid land forms part of the said LOI Land and the Scheme. However, as per PR Card, CTS No. 302 measures 366.60 square metres. As per the Sahyog Declaration, the extent of CTS No. 302 will be rectified in the revised LOL

**4. CTS No. 311 admeasuring 551.30 square meters:**

- a) We have been provided with a copy of the KJP. Upon perusal of the KJP, we understand that Survey No. 40, Hissa No. 5 was allotted CTS No. 311 measuring 551.30 square metres.
- b) As per the PRC dated 28.03.2025
  - i. CTS No. 311 admeasures 551.30 square meters;
  - ii. The tenure of the land is reflected as G;
  - iii. An entry dated 28th November 2005 records that pursuant to proceedings before Upper Deputy Collector and Competent Authority and the notification issued under the provisions of Section 10(3) of the Urban Land (Ceiling and Regulation) Act, 1975 the land admeasuring 551.3 square meters was acquired by GOM affective from 7 May 2005. Further, it was also recorded that this land is free from all the encumbrances and charges and transfer of this land cannot be undertaken without prior permission of the District Collector;



- iv. It was mentioned therein that pursuant to the Notification dated 16<sup>th</sup> February 2015 bearing no Na Bhu 1/MPa/Words Recording/2015 Pune Issued by Settlement Commissioner and Director of Land Records and order no. Bhu/Oshiwara/ME No 711 dated 16 December 2015, the land records were recorded in the word format and les such the revenue records were updated;
- v. As per the Architect Certificate and Sahyog Declaration, the entire ama of land bearing CTS No. 311 le. 551.30 square metres forms part of the said LOI Land and the Scheme

**5. CTS No. 314 admeasuring 110.90 square meters:**

- a) We have been provided with a copy of the KJP. Upon perusal of the KJP, we understand that Survey No. 40 Hissa No 3 was allotted CTS No. 314 measuring 110.90 square metres
- b) As per the PRC dated 28.03.2025
  - i. CTS No. 314 admeasures 110.90 square meters;
  - ii. The tenure of the land is reflected as G;
  - iii. An entry dated 28<sup>th</sup> November 2005 records that pursuant to proceedings before Upper Deputy Collector and Competent Authority and the notification issued under the provisions of Section 10(3) of the Urban Land (Ceiling and Regulation) Act, 1976 the land admeasuring 110.9 square meters was acquired by GOM effective from 7<sup>th</sup> May 2005. Further, it was also recorded that this land is free from all the encumbrances and charges and transfer of this land could not be undertaken without prior permission of the District Collector,
  - iv. It was mentioned therein that pursuant to the Notification dated 16<sup>th</sup> February 2015 bearing no. Na Bhu 1/Mi. Pa. Words Recording/2015 Pune issued by Settlement Commissioner and Director of Land Records and order no. Bhu. Oshiwara/ME No. 711 dated 18 December 2015, the land records were recorded in the word format and as such the revenue records were updated, and
  - v. As per the Architect Certificate and Sahyog Declaration, the entire area of land bearing CTS No. 314 le. 110.90 square metres forms part of the said LOI Land and the Scheme

**6. CTS No. 315 admeasuring 688.70 square meters:**



- a) We have been provided with a copy of the KJP. Upon perusal of the KJP, we understand that Survey No. 39 Hissa No. 9 was allotted CTS No. 315 measuring 688.70 square metres;
- b) As per the PRC dated 28.03.2025
- i. CTS No. 315 admeasures 688.70 square meters;
  - ii. The tenure of the land is reflected as G;
  - iii. An entry dated 28<sup>th</sup> November 2005 recorded that, pursuant to proceedings before Upper Deputy Collector and Competent Authority and the notification issued under the provisions of Section 10(3) of the Urban Land (Ceiling and Regulation) Act, 1976 the land admeasuring 688.7 square meters was acquired by GOM effective from 7 May 2005. Further, it was also recorded that this land is free from all the encumbrances and charges and transfer of this land cannot be undertaken without prior permission of the District Collector;
  - iv. It was recorded therein that pursuant to the Notification dated 16<sup>th</sup> February 2015 bearing no. Na. Bhu.1/Mi.Pa. Words Recording/2015 Pune issued by Settlement Commissioner and Director of Land Records and order no. Bhu/Oshiwara/ME No.711 dated 16<sup>th</sup> December 2015, the land records were recorded in the word format and as such the revenue records were updated, and
  - v. As per the Architect Certificate and Sahyog Declaration, the entire land bearing CTS No. 315 measuring 688.70 square metres forms part of the said LOI Land and the Scheme.

(XII) **MHADA:**

1. **CTS No. 1/A admeasuring 3,99,709.30 square metres**

- a) We have been provided with a copy of KJP. Upon perusal of the KJP, we understand that Survey No. 41(part) measuring 23,22,766.20 square metres along with various other survey nos. were allotted CTS No. 1A;
- b) As per the PRC dated 28.03.2025 for CTS No. 1A
- i. CTS No. 1/A admeasures 3,99,709.3 square metres;
  - ii. Further, it appears that a portion of land measuring 3,99.709.30 square meters is owned by MHADA;
  - iii. As per the Architect Certificate and Sahyog Declaration, out of 3,99,709.30 square meters, an area measuring 8,604.89 square metres of the land owned



by MHADA forms part of the said LOI Land and the Scheme to be developed thereon. We have been informed that no sub-division or separate demarcation has been undertaken in respect of the area forming part of the said LOI Land and the Scheme with the balance area of CTS No. 1A measuring 3,91,104.41 square meters;

- iv. As per the Architect Certificate and Sahyog Declaration, out of 3,99,709.30 square meters, leasehold rights granted in favour of Adarsh Nagar Shramik CHS Limited for a period of 30 years commencing from 31<sup>st</sup> May, 2016 till 31<sup>st</sup> May, 2046 in respect of an area measuring 3684.02 square metres as recorded vide entry dated 03.10.2023 forms Shramik Land.
- v. As per the Sahyog Declaration, the following entries recording grant of leasehold rights by MHADA in favour of various lessees do not affect any portion of the extent of CTS No.1A that forms part of the said Land;
- (1) leasehold rights granted in favour of Oshiwara Yashodip Co-operative Housing Society Limited for a period of 30 years from 1<sup>st</sup> June 1994 in respect of an area measuring 1,940 square metres as recorded vide entry dated 21<sup>st</sup> December 2002,
  - (2) leasehold rights granted vide registered document bearing registration No. BDR-1/2566/99 in favour of Shri Vagadvisha Oswal Vikas Samaj, Mumbai for a period of 30 years from 16<sup>th</sup> August 1999 in respect of an area measuring 1,518 square metres as recorded vide entry dated 18<sup>th</sup> October 2005,
  - (3) leasehold rights granted in favour of Oshiwara Adarsh Co-operative Housing Society Limited for a period of 99 years from 1 June 1986 in respect of an area measuring 7,033.82 square metres as recorded vide entry dated 14<sup>th</sup> May 2007,
  - (4) leasehold rights granted in favour of Oshiwara Sandipani Teachers Co-operative Housing Society Limited for a period of 99 years commencing from 1<sup>st</sup> August 1995 in respect of an area measuring 1,841 square metres as recorded vide entry dated 5<sup>th</sup> July 2008,
  - (5) leasehold rights granted in favour of Oshiwara Tarapur Garden Co-operative Housing Society for a period of 30 years commencing from 31<sup>st</sup> January 1996 in respect of an area measuring 20,235.80 square metres as recorded vide entry dated 21<sup>st</sup> July 2008,
  - (6) leasehold rights granted in favour of Hindi Vidya Prachar Samiti for a period of 30 years commencing from 29<sup>th</sup> June 2001 in respect of an



area measuring 1,800 square metres as recorded vide entry dated 22<sup>nd</sup> July 2008,

- (7) leasehold rights granted in favour of Oshiwara Link Shopping Co-operative Housing Society Limited for a period of 99 years commencing from 1 April 1999 in respect of an area measuring 768.37 square metres square metres as recorded vide entry dated 17 April 2009,
- (8) leasehold rights granted in favour of Oshiwara Orchid Shopping Co-operative Housing Society Limited for a period of 30 years commencing from 13<sup>th</sup> December 1996 in respect of an area measuring 371.84 square metres square metres as recorded vide entry dated 17<sup>th</sup> July 2010,
- (9) leasehold rights granted in favour of Oshiwara Sagar Apartment Co-operative Housing Society Limited for a period of 30 years commencing from 1<sup>st</sup> March 1991 in respect of an area measuring 2,007.65 square metres as recorded vide entry dated 15<sup>th</sup> February 2012,
- (10) leasehold rights granted in favour of Primary School for a period of 30 years from 21<sup>st</sup> August 2008 in respect of an area measuring 2,160 square metres and accordingly the name of Janta Education Society was deleted, as recorded vide entry dated 25<sup>th</sup> April 2012,
- (11) leasehold rights granted for the purpose of playground for a period of 30 years from 21<sup>st</sup> August 2008 in respect of an area measuring 3,850 square metres and accordingly the name of Janta Education Society was deleted, as recorded vide entry dated 25<sup>th</sup> April 2012,
- (12) leasehold rights granted in favour of Oshiwara Royal Sand Co-operative Housing Society Limited for a period of 30 years commencing from 17<sup>th</sup> June 2011 in respect of an area measuring 7,933 65 square metres as recorded vide entry dated 21 March 2015,
- (13) leasehold rights granted in favour of Oshiwara Sonal Shopping Co-operative Housing Society Limited for a period of 30 years commencing from 11<sup>th</sup> August 2015 in respect of an area measuring 483.3square metres as recorded vide entry dated 30<sup>th</sup> September 2015,
- (14) leasehold rights granted in favour of Orient Trust for a period of 30 years commencing from 4<sup>th</sup> August 2008 in respect of an area measuring 6,010 square metres as recorded vide an entry dated 16<sup>th</sup> February 2016,



- (15) leasehold rights granted in favour of Oshiwara Garden In Co-operative Housing Society Limited for a period of 30 years commencing from 27<sup>th</sup> February 2013 in respect of an area measuring 346.32 square metres as recorded vide entry dated 21<sup>st</sup> July 2018,
- (16) leasehold rights granted in favour of Senior Superintendent of Post Offices, Postal Department, President of India for a period of 90 years from 30<sup>th</sup> June 1990 till 29<sup>th</sup> June 2080 in respect of an area measuring 980 square metres as recorded vide entry dated 8<sup>th</sup> March 2019,
- (17) leasehold rights granted in favour of Oshiwara Orchid Shopping Co-operative Housing Society Limited for a period of 30 years commencing from 16<sup>th</sup> July 2010 in respect of an area measuring 389.80 square metres as recorded vide entry dated 10<sup>th</sup> May 2019,
- (18) leasehold rights granted in favour of Oshiwara Tarangan Co-operative Housing Society for a period of 30 years commencing from 17<sup>th</sup> May 2005 till 16 May 2035 in respect of an area measuring 1,320 square metres as recorded vide entry dated 2<sup>nd</sup> June 2022.

**2. CTS No. 51 admeasuring 56.10 square meters**

- a) We have been provided with a copy of the KJP. Upon perusal of the K.JP. we understand that Survey No. 36 Hissa No. 12 was allotted CTS No. 51 measuring 56.10 square metres.
- b) As per the PRC dated 28.03.2025
- i. CTS No. 51 admeasures 56.10 square meters;
  - ii. The tenure of the land is reflected as Agricultural;
  - iii. The PR Card did not specify the name of the holder of the aforesaid land. Accordingly, PR Card should be updated to reflect the name of MHADA as the owner thereof;
  - iv. An entry dated 16th December 2015 recorded that, pursuant to the Notification dated 16<sup>th</sup> February 2015 bearing no. Na. Bh. 1/Mi.Pa./Words Recording/2015 Pune issued by Settlement Commissioner and Director of Land Records and order no. Bh. Oshiwara/ME No.711 dated 16<sup>th</sup> December 2015, the land records were recorded in the word format and as such the revenue records were updated;



- v. As per the Architect Certificate and Sahyog Declaration, the entire area of CTS no. 51 measuring 56.10 square metres forms part of the said LOI Land and the Scheme.

**3. CTS No. 52 admeasuring 68.70 square meters:**

- a) We have been provided with a copy of the KJP. Upon perusal of the KJP, we understand Survey No. 36. Hissa No. 13 was allotted CTS No. 52 measuring 68.70 square metres.
- b) As per the PRC dated 28.03.2025:
- i. CTS No. 52 admeasures 68.70 square meters;
- ii. The tenure of the land is reflected as Agricultural,
- iii. The PR Card did not specify the name of the holder of the aforesaid land. Accordingly, PR Card should be updated to reflect the name of MHADA as the owner thereof;
- iv. An entry dated 16<sup>th</sup> December 2015 recorded that, pursuant to the Notification dated 16<sup>th</sup> February 2015 bearing no. Na Bhu 1/ML Pa Words Recording 2015 Pune issued by Settlement Commissioner and Director of Land Records and order no Bhu/Oshiwara/ME No.711 dated 16<sup>th</sup> December 2015, the land records were recorded in the word format and as such the revenue records were updated, and
- v. As per the Architect Certificate and Sahyog Declaration, the entire area of CTS No 52 measuring 68 70 square metres forms part of the said LOI Land and the Scheme

**4. CTS No. 53 admeasuring 1,055.00 square meters:**

- a) We have been provided with a copy of the K.JP. Upon perusal of the K.JP, we understand that Survey No. 36 Hissa No. 11 was allotted CTS No. 53 measuring 1,055 square metres;
- b) As per the PRC dated 28.03.2025:
- i. CTS No. 53 admeasures 1,055.00 square meters;
- ii. The tenure of the land is reflected as Agricultural,
- iii. The PR Card did not specify the name of the holder of the aforesaid land. Accordingly. PR Card should be updated to reflect the name of MHADA as the owner thereof,



- iv. An entry dated 16<sup>th</sup> December 2015 recorded that, pursuant to the Notification dated 16<sup>th</sup> February 2015 bearing no. Na Bhu.1/Mi.Pa/Words Recording/2015 Pune issued by Settlement Commissioner and Director of Land Records and order no. Bhu/Oshiwara/ME No.711 dated 16<sup>th</sup> December 2015, the land records were recorded in the word format and as such the revenue records were updated, and
- v. As per the Architect Certificate and Sahyog Declaration, an area measuring 1037.60 square metres of the aforesaid land forms part of the said Land. We have been informed that no sub-division or separate demarcation has been undertaken in respect of the area forming part of the said LOI Land and the Scheme with the balance area of CTS No. 53 measuring 18 square meters.

**5. CTS No. 54 admeasuring 81.60 square meters.**

- a) We have been provided with a copy of the KJP. Upon perusal of the KJP, we understand that Survey No. 36 Hissa No. 10 was allotted CTS No. 54 measuring 81.60 square metres.
- b) As per the PRC dated 28.03.2025
  - i. CTS No. 54 admeasures 81.00 square meters,
  - ii. The tenure of the land is reflected as Agricultural,
  - iii. The PR Card did not specify the name of the holder of the aforesaid land. Accordingly, PR Card should be updated to reflect the name of MHADA as the owner thereof,
  - iv. An entry dated 16<sup>th</sup> December 2015 recorded that, pursuant to the Notification dated 16<sup>th</sup> February 2015 bearing no. Na Bhu 1/Mi.Pa./Words Recording/2015 Pune issued by Settlement Commissioner and Director of Land Records and order no. Bhu./Oshiwara/ME No 711 dated 16<sup>th</sup> December 2015, the land records were recorded in the word format and as such the revenue records were updated, and
  - v. As per the Architect Certificate and Sahyog Declaration, an area measuring 14.36 square metres of the aforesaid land forms part of the said Land. We have been informed that no sub-division or separate demarcation has been undertaken in respect of the area forming part of the said LOI Land and the Scheme with the balance area of CTS No. 54 measuring 67.24 square meters.

**6. CTS No. 55 admeasuring 5.051.10 square meters:**



- a) We have been provided with a copy of the K.JP. Upon perusal of the KJP, we understand that Survey No. 36 Hissa No. 6 was allotted CTS No. 55 measuring 5,051.10 square metres.
- b) As per the PRC dated 28.03.2025,
- i. CTS No. 55 admeasures 5,051.60 square meters;
  - ii. The tenure of the land is reflected as C;
  - iii. The PR Card did not specify the name of the holder of the aforesaid land. Accordingly, PR Card should be updated to reflect the name of MHADA as the owner thereof;
  - iv. It was recorded therein that pursuant to an order dated 31<sup>st</sup> December 1970 bearing no. ADC/LND/C-1912 passed by Upper Deputy Collector, Andheri, an area measuring 341 square meters was converted into non-agricultural land and the assessment of Rs. 2.25/- was payable from 1<sup>st</sup> August 1962 till 31<sup>st</sup> July 1970. We have been informed that the copy of this order is not available,
  - v. It was recorded therein that pursuant to an order dated 31<sup>st</sup> December 1971 bearing reference No. ADC/LNDC-1912 passed by Upper Deputy Collector, Andheri, an area measuring 341 square meters was converted into non agricultural land and the assessment of Rs. 4.50/-was payable from 1<sup>st</sup> August 1971 We have been informed that the copy of this order is not available,
  - vi. It was recorded therein that pursuant to the Notification dated 16 February 2015 bearing no. Na Bhu. 1/Mi Pa/Words Recording/2015 Pune issued by Settlement Commissioner and Director of Land Records and order no. Bhu. Oshiwara/ME No.711 dated 16<sup>th</sup> December 2015, the land records were recorded in the word format and as such the revenue records were updated, and
  - vii. As per the Architect Certificate and Sahyog Declaration, an area measuring 2,120.66 square metres of the aforesaid land forms part of the said Land. We have been informed that no sub-division or separate demarcation has been undertaken in respect of the area forming part of the said LOI Land and the Scheme with the balance area of CTS No. 55 measuring 2,930.44 square meters.

**7. CTS No. 319 admeasuring 1,186.10 square meters:**

- a) We have been provided with a copy of the KJP. Upon perusal of the KJP, we understand that Survey No. 39 Hissa No. 2 was allotted CTS No. 319 measuring 1,186.10 square metres,



b) As per the PRC dated 28.03.2025:

- i. CTS No. 319 admeasures 1,186.10 square meters,
- ii. The PR Card did not specify the name of the holder of the aforesaid land. Accordingly, PR Card should be updated to reflect the name of MHADA as the owner thereof,
- iii. it was mentioned therein that pursuant to the Notification dated 16<sup>th</sup> February 2015 bearing no. Na. Bhu. 1/Mi.Pa/Words Recording/2015 Pune issued by Settlement Commissioner and Director of Land Records and order no. Bhu./Oshiwara/ME No 711 dated 16<sup>th</sup> December 2015, the land records were recorded in the word format and as such the revenue records were updated, and
- iv. As per the Architect Certificate and Sahyog Declaration, an area measuring 1186.10 square metres of the aforesaid land forms part of the said Land.

  
(Advocate)  
27.05.2025



Registration No.: MAH/1298/1987  
Dt. 05/10/1987

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