

FORMAT - A
(Circular No. 28/2021 dated 08/03/2021)

05.08.2025

To,
MahaRERA
Housefin Bhavan,
Plot No: C-21, E-Block,
Bandra Kurla Complex,
Bandra (East), Mumbai - 400051.

LEGAL TITLE REPORT

SUB: Title Clearance Certificate with respect to all that non- agricultural land or ground, hereditaments and premises bearing Plot no. 9 in the estate of the Greater Bombay Co-operative Housing Society Limited admeasuring 840.50 square meters or thereabouts bearing City Survey No. 9A/3/3/1 of Revenue Village Vile Parle (West), Taluka Andheri ("**the Plot**") together with structure standing thereon known as Namita comprising of stilt plus 3 (three) upper Floors since demolished ("**the Old Building**"), situate lying being at Gulmohar Cross Road No. 4, Near Juhu Vile Parle Development Scheme, Vile Parle (West), Mumbai - 400049 alongwith (i) 5 (five) fully paid up 'A' shares of Rs. 100/- each bearing distinctive nos. 1086 to 1090 comprising under Duplicate Share Certificate no. 250 dated 27th May, 1948; (ii) 5 (five) fully paid up 'B' shares of Rs. 500/- each bearing distinctive nos. 1083 to 1087 comprising under Share Certificate no. 218 dated 27th May, 1948; and (iii) 15 (Fifteen) fully paid up 'B' shares of Rs. 500/- each bearing distinctive nos. 1443 to 1457 comprising under Share Certificate nos. 281 dated 10th August, 1953 issued by the Greater Bombay Co-operative Housing Society Ltd. ("**the Shares**"). The Plot, the Old Building and the Shares are hereinafter collectively referred to as "**the Property**".

I have investigated the title of the Property on the request of **Northpoint Pllatinum Estates L.L.P. (Developers)** and following documents, i.e.: -

1a) **DESCRIPTION OF THE PROPERTY:**

All that non- agricultural land or ground, hereditaments and premises bearing Plot no. 9 in the estate of the Greater Bombay Co-operative Housing Society Limited admeasuring 840.50 square meters or thereabouts bearing City Survey No. 9A/3/3/1 of Revenue Village Vile Parle (West), Taluka Andheri ("**the Plot**") together with structure standing thereon known as Namita comprising of stilt plus 3 (three) upper Floors since demolished ("**the Old Building**"), situate lying being at Gulmohar Cross Road No. 4, Near Juhu Vile Parle Development Scheme, Vile Parle (West), Mumbai - 400049 alongwith (i) 5 (five) fully paid up 'A' shares of Rs. 100/- each bearing distinctive nos. 1086 to 1090 comprising under Duplicate Share Certificate no. 250 dated 27th May, 1948; (ii) 5 (five) fully paid up 'B' shares of Rs. 500/- each bearing distinctive nos. 1083 to 1087 comprising under Share Certificate no. 218 dated 27th May,



1948; and (iii) 15 (Fifteen) fully paid up 'B' shares of Rs. 500/- each bearing distinctive nos. 1443 to 1457 comprising under Share Certificate nos. 281 dated 10th August, 1953 issued by the Greater Bombay Co-operative Housing Society Ltd. (**the Shares**). The Plot, the Old Building and the Shares are hereinafter collectively referred to as "**the Property**".

1b) **DOCUMENTS OF ALLOTMENT OF THE PROPERTY:**

- (i) That vide Indenture dated 31st December, 1958 registered before Sub – Registrar of Bombay under Serial No. 1482, the Bombay Housing Board (therein referred to as the Board) granted, conveyed and assigned all that piece and parcel of agricultural land or ground situate lying and being of Vile Parle being part of Survey No. 287 of Vile Parle in the Registration Sub – District of Bandra, District Bombay Suburban containing residential plots GB – I, GB – II, GB – III and Public Utility Plot No. U-7 (Shops) of the Juhu Vile Parle Development Scheme admeasuring 24,899 square yards and 6,605.5 square yards respectively aggregating to 31,504.50 square yards or thereabouts (hereinafter referred to as the "**Larger Land**") to The Greater Bombay Co-operative Housing Society Limited (therein referred to as the Society), for consideration and on the terms and conditions agreed and mentioned therein.
- (ii) Pursuant to the Indenture dated 31st December, 1958, the Greater Bombay Co-operative Housing Society Limited, a Co-operative Societies formed and registered in accordance with the provisions of Bombay Act VII of 1925 under Registration No. B – 384 of 1947 having its registered office address at Plot No. U – 7, Juhu Vile Parle Scheme, Gulmohar Cross Road No. 4, Off North South Road No. 1 Mumbai – 400049 (hereinafter referred to as the "**Society**") became absolutely seized and possessed of the Larger Land as the absolute owner.
- (iii) That the Society made necessary application before the concerned authority/ies and got the Larger Land converted from agricultural land to a non – agricultural land and paid necessary premiums in respect thereof. Simultaneously the Society also subdivided and demarcated the Larger Land into various plots and accordingly allotted the same to its members. The fact that the Larger Land was sub-divided into various plots is mentioned under Agreement dated 22nd June, 1964 (detailed herein under Clause no. vii).



- (iv) That Mrs. Sati G. Hira was the member of the Society and by virtue being the member, Mrs. Sati G. Hira was issued (i) 5 (five) fully paid up 'A' shares of Rs. 100/- each bearing distinctive nos. 1086 to 1090 (both inclusive) comprising under Share Certificate no. 218 dated 27th May, 1948, (ii) 5 (five) fully paid 'B' shares of Rs. 500/- each bearing distinctive nos. 1083 to 1087 (both inclusive) comprising under Share Certificate no. 218 dated 27th May, 1948 and (iii) 15 (fifteen) fully paid up 'B' shares of Rs. 500/- each bearing distinctive nos. 1443 to 1457 (both inclusive) comprising under Share Certificate no. 263 dated 10th August, 1953 (hereinafter referred to as the "shares").
- (v) That the original (i) Share Certificate No. 218 comprising of 5 (five) fully paid up 'A' shares of Rs. 100/- each bearing distinctive nos. 1086 to 1090 (both inclusive) dated 27th May, 1948 and (ii) Share Certificate no. 263 comprising of 15 (fifteen) fully paid up 'B' shares of Rs. 500/- each bearing distinctive nos. 1443 to 1457 (both inclusive) dated 10th August, 1953 was loss/misplaced and as such the Society has issued (i) Duplicate Share Certificate no. 250 comprising of 5 (five) fully paid up 'A' shares of Rs. 100/- each bearing distinctive nos. 1086 to 1090 (both inclusive) dated 27th May, 1948 in lieu of Original Share Certificate no. 218 and (ii) Duplicate Share Certificate no. 281 comprising of 15 (fifteen) fully paid up 'B' shares of Rs. 500/- each bearing distinctive nos. 1443 to 1457 (both inclusive) dated 10th August, 1953 in lieu of Original Share Certificate no. 263.
- (vi) The fact that the Duplicate Share Certificate was issued is mentioned under Indenture dated 15th April, 2005 (detailed in Clause No. xx hereunder).
- (vii) That by virtue of being the member of the Society, Mrs Sati G. Hira was granted and assigned lease hold rights with respect to Plot no. 9 forming part of Larger Land (hereinafter referred to as the "Plot") by the Society i.e., The Greater Bombay Co-operative Housing Society Limited vide Agreement dated 22nd June, 1964, for consideration and on the terms and conditions agreed and mentioned herein.
- (viii) That Mrs. Sati G. Hira filed Transfer Forms with the Society with a request to transfer the shares in the names of (i) herself i.e., Mrs. Sati G. Hira alongwith (ii) Mr. Gobindram Hira, (iii) Mr. Chandru Gobindram Hira, (iv) Mrs. Shirin Chandru Hira and (v) Mr. Neel Chandru Hira and upon the request of Mrs. Sati G. Hira, the



Society endorsed the names of (i) Mrs. Sati G. Hira, (ii) Mr. Gobindram Hira, (iii) Mr. Chandru Gobindram Hira, (iv) Mrs. Shirin Chandru Hira and (v) Mr. Neel Chandru Hira on 31st January, 1975.

- (ix) That Property Register Card bearing CTS no. 9A/3/3/1 was formed and issued by City Survey Office with respect to the Plot in the name of the Society as Dharak (Holder) and simultaneously the names of (i) Mrs. Sati G. Hira, (ii) Mr. Gobindram Pessumal Hira, (iii) Mr. Chandru Gobindram Hira, (iv) Mrs. Shirin Chandru Hira and (v) Kumar Neel Chandru Hira was mutated on 16th December, 1986 as Pathedar (Lessees) on the Property Register Card with respect to the Plot in accordance with Agreement for assignment of leasehold rights for term of 998 years with effect from 31st January, 1975.
- (x) The lease period of 998 years from 31st January, 1975 is only mentioned on the Property Register Card against the mutation entry of the names of (i) Mrs. Sati G. Hira, (ii) Mr. Gobindram Pessumal Hira, (iii) Mr. Chandru Gobindram Hira, (iv) Mrs. Shirin Chandru Hira and (v) Kumar Neel Chandru Hira.
- (xi) That Mrs. Sati G. Hira & Ors. prepared plans for constructing a building on the Plot and got the same sanctioned and approved from the Municipal Corporation of Greater Mumbai (then Bombay) and accordingly obtained the Intimation of Disapproval under File No. CE/2405/BSII/WS/AH dated 21st November, 1987.
- (xii) That vide Agreement dated 24th November, 1987, the said (i) G. P. Hira, (ii) S. G. Hira, (iii) S. C. Hira and (iv) N. C. Hira (therein referred to as Owners) granted and assigned development rights in favor of M/s. Buildforce Property Private Limited, for consideration and on the terms and conditions agreed and mentioned therein. Accordingly, the said M/s. Buildforce Property Private Limited obtained Commencement Certificate under File No. CE/2405/WS/BSII/A dated 26th December, 1987 in the name of Mrs. Sati G. Hira and constructed on the Plot a Building known as 'Namita' comprising of ground plus 3 (three) upper floors consisting of 2 (two) flats on each floor (hereinafter referred to as the "Old Building").

Unless referred individually, the Plot, the Old Building, the shares alongwith the membership rights of the Society shall collectively refer to as the "Property".



- (xiii) By virtue of the rights derived under the said Agreement dated 24th November, 1987, the said M/s. Buildforce Property Private Limited transferred and assigned flats in the old building to various persons on tenancy basis.
- (xiv) That Mr. Gobindram Hira died intestate at Mumbai (then Bombay) on 25th January, 1993 leaving behind his wife Mrs. Sati G. Hira and his son Mr. Chandru Gobindram Hira as his only heir as per law by which he was governed at the time of his death.
- (xv) That upon the death of Late Mr. Gobindram Hira, the Society endorsed the name of Mrs. Sati G. Hira on the Share Certificate nos. 218, 281 and 250 on 08th June, 1996 respectively.
- (xvi) That Mrs. Sati G. Hira died intestate at Mumbai (then Bombay) on 08th August, 1996 leaving behind Chandru Gobindram Hira as her only heir as per law by which she was governed at the time of her death. Accordingly, the names of Mrs. Sati Gobindram Hira and Mr. Gobindram Pessumal Hira was deleted (bracket entry) from the Property Register Card with respect to the Property.
- (xvii) That during her lifetime, Mrs. Sati G. Hira nominated Mr. Gulab Divanimal Hiranandani as her nominee with respect to the Property and accordingly the Society transmitted the Property in the name of Mr. Gulab Divanimal Hiranandani in its records and endorsed the name of Mr. Gulab Divanimal Hiranandani on the Share Certificate nos. 218, 281 and 250 on 03rd January, 2002 respectively.
- (xviii) The fact that Late Mrs. Sati G. Hira had nominated Mr. Gulab Divanimal Hiranandani and the name of the nominee Mr. Gulab Divanimal Hiranandani was endorsed on the Share Certificate, is mentioned under Indenture dated 15th April, 2005 (detailed in Clause No. xx hereunder).
- (xix) That vide Indenture dated 15th April, 2005, (i) Mr. Chandru Gobindram Hira, (ii) Mrs. Shirin Gobindram Hira and (iii) Mr. Neel Chandru Hira (therein referred to as Vendors) alongwith Mr. Gulab Divanimal Hiranandani (therein referred to as the Confirming Party) transferred, granted and assigned leasehold rights with respect to the Plot and conveyance of the Old building, subject to tenancies/occupancies of six tenants/occupants unto and in favor of (i) Mrs. Lata Shivkumar Achharya and (ii) Mr. Shivkumar Chatrumal Achharya (therein referred to as Purchaser) for



consideration and on the terms and conditions agreed and mentioned therein. That since the said Indenture could not be lodged for registration within the statutory period, as such the Indenture dated 15th April, 2005 was registered vide Deed of Confirmation dated 31st January, 2006 registered before the Sub – Registrar of Assurances, Andheri – 1 under Serial No. BDR – 1/832/2006.

- (xx) That vide Deed of Rectification dated 20th March, 2006 registered before the Sub – Registrar of Assurances, Andheri – 1 under Serial no. BDR – 1/2271/2006 executed between (i) Mr. Chandru Gobindram Hira, (ii) Mrs. Shirin Gobindram Hira and (iii) Mr. Neel Chandru Hira (therein referred to as Vendors) alongwith Mr. Gulab Divanimal Hiranandani (therein referred to as the Confirming Party) and (i) Mrs. Lata Shivkumar Achharya and (ii) Mr. Shivkumar Chatrumal Achharya (therein referred to as Purchaser) for rectification of the share certificate numbers wrongly and erroneously mentioned under the Indenture dated 31st March, 2005 read with Deed of Confirmation dated 31st January, 2006.
- (xxi) Pursuant to the Indenture dated 31st March, 2005 read with Deed of Confirmation dated 31st January, 2006 and Deed of Rectification dated 20th March, 2006 (i) Mrs. Lata Shivkumar Achharya and (ii) Mr. Shivkumar Chatrumal Achharya (**Lessee**) became seized and possessed and entitled to leasehold rights with respect to the Plot and owner with respect to the Old Building and accordingly (i) Mrs. Lata Shivkumar Achharya and (ii) Mr. Shivkumar Chatrumal Achharya were admitted as the members of the Society with respect to the Property and their names were endorsed on the Share Certificate nos. 218, 281 and 250 on 27th February, 2006 respectively.
- (xxii) Accordingly, the names of (i) Mr. Chandru Gobindram Hira, (ii) Mrs. Shirin Gobindram Hira and (iii) Mr. Neel Chandru Hira were deleted (bracket entry) and the names of (i) Mrs. Lata Shivkumar Achharya and (ii) Mr. Shivkumar Chatrumal Achharya were mutated on the Property Register Card with respect to the Plot as Bhade-Pathedar (Lessees) with effect from 19th May, 2006.
- (xxiii) Vide Development Agreement dated 01st March, 2024 registered before the Sub – Registrar of Assurances, Andheri – 4 under Serial No. BDR – 15/3687/2024 (**“Development Agreement”**), (i) Mrs. Lata Shivkumar Achharya and (ii) Mr. Shivkumar Chatrumal Achharya (therein referred to as the Owners) alongwith (i)



Mr. Deepak Vinodrai Parekh & 4 Ors. (therein referred to as the Tenants) granted and assigned development rights unto and in favor of Northpoint Pllatinum Estates LLP (therein referred to as the Developers), for consideration and on the terms and conditions agreed and mentioned therein.

(xxiv) That alongwith the Development Agreement, vide Irrevocable Power of Attorney dated 4th March, 2024 registered before the Sub – Registrar of Assurances, Andheri – 4 under Serial No. BDR – 15/3722/2024 (“**Power of Attorney**”), the said (i) Mrs. Lata Shivkumar Achharya and (ii) Mr. Shivkumar Chatrumal Achharya (therein referred to as the Owners) granted and assigned power to do such acts, deeds and things on their behalf with respect to redevelopment of the Property unto and in favor (i) Northpoint Pllatinum Estates LLP (therein referred to as Attorneys) on the terms and conditions agreed and mentioned therein.

(xxv) By virtue of the Development Agreement, the Developers herein became entitled to redevelop the property by demolishing the said building and constructing new building thereon. Accordingly, the Developers have obtained Intimation of Disapproval under File No. P- CHE/WS/1438/K/337(NEW) - IOD/Amend(1) on 11st December 2024 from Brihanmumbai Municipal Corporation.

(xxvi) The Lessee alongwith their Tenants and the Developers have entered into Permanent Alternate Accommodation Agreements respectively and simultaneously the Lessee alongwith their Tenants have handed over vacant and peaceful possession of the Property to the Developers.

(xxvii) The Developers have demolished the Old Building and accordingly obtained Commencement Certificate upto top of stilt i.e. ht 3.45mt. under File No. CHE/WS/1438/K/337(NEW)/CC/1/New on 28th May, 2025 from Brihanmumbai Municipal Corporation.

The report reflecting the flow of title of the Property is enclosed herewith as “**Annexure – A**”.

1c) **PROPERTY REGISTER CARD ISSUED BY THE CITY SURVEY OFFICE:**

The Property Register Card with respect to the Plot stands in the name of The Greater Bombay Co-operative Housing Society Limited as Dharak (Holder) as on 16th December, 1986 and the names of (i) Mrs. Lata Shivkumar Achharya and (ii)



Mr. Shivkumar Chatrumal Achharya appears on the Property Register Card as Bhade-Pathedar (lessees) with effect from 19th May, 2006.

1d) **SEARCH REPORT FOR 30 (THIRTY) YEARS:**

Caused Searches from the years 1994 to 2023, i.e. for a period of thirty (30) years, and from 2023 to 2025, i.e. for a period of three (3) years, for Final Plot No. 9 in the estate of The Greater Bombay Co-operative Housing Society Limited at the offices of the Sub-Registrar of Assurances at Mumbai, Bandra, and Andheri 1 to 7. However, these searches are subject to the availability of records, and also to the possibility of the records being torn or mutilated.

2. On perusal of the above-mentioned documents and all other relevant documents relating to title of the Property I am of the opinion that Northpoint Pllatinum LLP have the right to develop the Property and the title of (i) Mrs. Lata Shivkumar Achharya and (ii) Mr. Shivkumar Chatrumal Achharya, in respect of the Property is clear, marketable and without any encumbrances.

OWNERS AND DEVELOPERS OF THE PROPERTY:

Owners : The Greater Bombay Co-operative Housing Society Limited, its name reflects on the Property Register Card as Dharak (Holder) as on 16th December, 1986.

Lessees : The names of (i) Mrs. Lata Shivkumar Achharya and (ii) Mr. Shivkumar Chatrumal Achharya reflects on the Property Register Card as Bhade-Pathedar (lessees) as on 19th May, 2006

Developers : Northpoint Pllatinum LLP, they were granted redevelopment rights by the Lessees in confirmation with the existing Tenants vide Development Agreement dated 01st March, 2024

3. The report reflecting the flow of the title of the Developers to develop the Property is enclosed herewith as "**Annexure – A**".

ENCL : Flow of Title (Annexure – A)

Date : 05th August, 2025

05.08.2025
(Kunal S. Jain)
Advocate, High Court



FORMAT – A

(Circular No. 28/2021 dated 08/03/2021)

FLOW OF THE TITLE OF THE LAND

1. The Property Register Card with respect to Plot no. 9 in the estate of The Greater Bombay Co-operative Housing Society Limited, bearing CTS No. 9A/3/3/1 of Village Vile Parle (West), Taluka Andheri, Mumbai admeasuring 840.50 square meters, stands in the name of The Greater Bombay Co-operative Housing Society Limited as Dharak (Holder) with effect from 16th December, 1986. Simultaneously, the names of (i) Mrs. Lata Shivkumar Achharya and (ii) Mr. Shivkumar Chatrumal Achharya were mutated on the Property card as Bhade-Pathedar (Lessees) with effect from 19th May, 2006.
2. Caused Searches from the years 1994 to 2023, i.e. for a period of thirty (30) years, and from 2023 to 2025, i.e. for a period of three (3) years, for Final Plot No. 9 in the estate of The Greater Bombay Co-operative Housing Society Limited at the offices of the Sub-Registrar of Assurances at Mumbai, Bandra, and Andheri 1 to 7. However, these searches are subject to the availability of records, and also to the possibility of the records being torn or mutilated.
3. **TITLE**
 - 3.1. That vide Indenture dated 31st December, 1958 registered before Sub – Registrar of Bombay under Serial No. 1482, the Bombay Housing Board (therein referred to as the Board) granted, conveyed and assigned all that piece and parcel of agricultural land or ground situate lying and being of Vile Parle being part of Survey No. 287 of Vile Parle in the Registration Sub – District of Bandra, District Bombay Suburban containing residential plots GB – I, GB – II, GB – III and Public Utility Plot No. U-7 (Shops) of the Juhu Vile Parle Development Scheme admeasuring 24,899 square yards and 6,605.5 square yards respectively aggregating to 31,504.50 square yards or thereabouts (hereinafter referred to as the “**Larger Land**”) to The Greater Bombay Co-operative Housing Society Limited (therein referred to as the Society), for consideration and on the terms and conditions agreed and mentioned therein.
 - 3.2. Pursuant to the Indenture dated 31st December, 1958, the Greater Bombay Co-operative Housing Society Limited, a Co-operative Societies formed and



registered in accordance with the provisions of Bombay Act VII of 1925 under Registration No. B – 384 of 1947 having its registered office address at Plot No. U – 7, Juhu Vile Parle Scheme, Gulmohar Cross Road No. 4, Off North South Road No. 1 Mumbai – 400049 (hereinafter referred to as the “**Society**”) became absolutely seized and possessed of the larger land as the absolute owner.

- 3.3. That the Society made necessary application before the concerned authority/ies and got the Larger Land converted from agricultural land to a non – agricultural land and paid necessary premiums in respect thereof. Simultaneously the Society also subdivided and demarcated the larger land into various plots and accordingly allotted the same to its members. The fact that the larger land was sub-divided into various plots is mentioned under Agreement dated 22nd June, 1964 (detailed herein under Clause no. 3.7).
- 3.4. That Mrs. Sati G. Hira was the member of the Society and by virtue being the member, Mrs. Sati G. Hira was issued (i) 5 (five) fully paid up ‘A’ shares of Rs. 100/- each bearing distinctive nos. 1086 to 1090 (both inclusive) comprising under Share Certificate no. 218 dated 27th May, 1948, (ii) 5 (five) fully paid ‘B’ shares of Rs. 500/- each bearing distinctive nos. 1083 to 1087 (both inclusive) comprising under Share Certificate no. 218 dated 27th May, 1948 and (iii) 15 (fifteen) fully paid up ‘B’ shares of Rs. 500/- each bearing distinctive nos. 1443 to 1457 (both inclusive) comprising under Share Certificate no. 263 dated 10th August, 1953 (hereinafter referred to as the “**shares**”).
- 3.5. That the original (i) Share Certificate No. 218 comprising of 5 (five) fully paid up ‘A’ shares of Rs. 100/- each bearing distinctive nos. 1086 to 1090 (both inclusive) dated 27th May, 1948 and (ii) Share Certificate no. 263 comprising of 15 (fifteen) fully paid up ‘B’ shares of Rs. 500/- each bearing distinctive nos. 1443 to 1457 (both inclusive) dated 10th August, 1953 was loss/misplaced and as such the Society has issued (i) Duplicate Share Certificate no. 250 comprising of 5 (five) fully paid up ‘A’ shares of Rs. 100/- each bearing distinctive nos. 1086 to 1090 (both inclusive) dated 27th May, 1948 in lieu of Original Share Certificate no. 218 and (ii) Duplicate Share Certificate no. 281 comprising of 15 (fifteen) fully paid up ‘B’ shares of Rs. 500/- each bearing distinctive nos. 1443 to 1457 (both inclusive) dated 10th August, 1953 in lieu of Original Share Certificate no. 263.



- 3.6. The fact that the Duplicate Share Certificate was issued is mentioned under Indenture dated 15th April, 2005 (detailed in Clause No. 3.20 hereunder).
- 3.7. That by virtue of being the member of the Society, Mrs Sati G. Hira was granted and assigned lease hold rights with respect to Plot no. 9 forming part of larger land (hereinafter referred to as the "Plot") by the Society i.e., The Greater Bombay Co-operative Housing Society Limited vide Agreement dated 22nd June, 1964, for consideration and on the terms and conditions agreed and mentioned herein.
- 3.8. That Mrs. Sati G. Hira filed Transfer Forms with the Society with a request to transfer the shares in the names of (i) herself i.e., Mrs. Sati G. Hira alongwith (ii) Mr. Gobindram Hira, (iii) Mr. Chandru Gobindram Hira, (iv) Mrs. Shirin Chandru Hira and (v) Mr. Neel Chandru Hira and upon the request of Mrs. Sati G. Hira, the Society endorsed the names of (i) Mrs. Sati G. Hira, (ii) Mr. Gobindram Hira, (iii) Mr. Chandru Gobindram Hira, (iv) Mrs. Shirin Chandru Hira and (v) Mr. Neel Chandru Hira on 31st January, 1975.
- 3.9. That Property Register Card bearing CTS no. 9A/3/3/1 was formed and issued by City Survey Office with respect to the Plot in the name of the Society as Dharak (Holder) and simultaneously the names of (i) Mrs. Sati G. Hira, (ii) Mr. Gobindram Pessumal Hira, (iii) Mr. Chandru Gobindram Hira, (iv) Mrs. Shirin Chandru Hira and (v) Kumar Neel Chandru Hira was mutated on 16th December, 1986 as Pathedar (Lessees) on the Property Register Card with respect to the Plot in accordance with Agreement for assignment of leasehold rights for term of 998 years with effect from 31st January, 1975.
- 3.10. The lease period of 998 years from 31st January, 1975 is only mentioned on the Property Register Card against the mutation entry of the names of (i) Mrs. Sati G. Hira, (ii) Mr. Gobindram Pessumal Hira, (iii) Mr. Chandru Gobindram Hira, (iv) Mrs. Shirin Chandru Hira and (v) Kumar Neel Chandru Hira.
- 3.11. That Mrs. Sati G. Hira & Ors. prepared plans for constructing a building on the Plot and got the same sanctioned and approved from the Municipal Corporation of Greater Mumbai (then Bombay) and accordingly obtained Intimation of Disapproval under File No. CE/2405/BSII/WS/AH dated 21st November, 1987.



3.12. That vide Agreement dated 24th November, 1987, the said (i) G. P. Hira, (ii) S. G. Hira, (iii) S. C. Hira and (iv) N. C. Hira (therein referred to as Owners) granted and assigned development rights in favor of M/s. Buildforce Property Private Limited, for consideration and on the terms and conditions agreed and mentioned therein. Accordingly, the said M/s. Buildforce Property Private Limited obtained Commencement Certificate under File No. CE/2405/WS/BSII/A dated 26th December, 1987 in the name of Mrs. Sati G. Hira and constructed on the Plot a Building known as 'Namita' comprising of ground plus 3 (three) upper floors consisting of 2 (two) flats on each floor (hereinafter referred to as the **"Old Building"**).

Unless referred individually, the Plot, the Old Building, the shares alongwith the membership rights of the Society shall collectively refer to as the **"Property"**.

3.13. By virtue of the rights derived under the said Agreement dated 24th November, 1987, the said M/s. Buildforce Property Private Limited transferred and assigned flats in the old building to various persons on tenancy basis.

3.14. That Mr. Gobindram Hira died intestate at Mumbai (then Bombay) on 25th January, 1993 leaving behind his wife Mrs. Sati G. Hira and his son Mr. Chandru Gobindram Hira as his only heir as per law by which he was governed at the time of his death.

3.15. That upon the death of Late Mr. Gobindram Hira, the Society endorsed the name of Mrs. Sati G. Hira on the Share Certificate nos. 218, 281 and 250 on 08th June, 1996 respectively.

3.16. That Mrs. Sati G. Hira died intestate at Mumbai (then Bombay) on 08th August, 1996 leaving behind Chandru Gobindram Hira as her only heir as per law by which she was governed at the time of her death. Accordingly, the names of Mrs. Sati Gobindram Hira and Mr. Gobindram Pessumal Hira was deleted (bracket entry) from the Property Register Card with respect to the Property.

3.17. That during her lifetime, Mrs. Sati G. Hira nominated Mr. Gulab Divanimal Hiranandani as her nominee with respect to the Property and accordingly the Society transmitted the property in the name of Mr. Gulab Divanimal Hiranandani



in its records and endorsed the name of Mr. Gulab Divanimal Hiranandani on the Share Certificate nos. 218, 281 and 250 on 03rd January, 2002 respectively.

- 3.18. The fact that Late Mrs. Sati G. Hira had nominated Mr. Gulab Divanimal Hiranandani and the name of the nominee Mr. Gulab Divanimal Hiranandani was endorsed on the Share Certificate, is mentioned under Indenture dated 15th April, 2005 (detailed in Clause No. 3.20 hereunder).
- 3.19. That vide Indenture dated 15th April, 2005, (i) Mr. Chandru Gobindram Hira, (ii) Mrs. Shirin Gobindram Hira and (iii) Mr. Neel Chandru Hira (therein referred to as Vendors) alongwith Mr. Gulab Divanimal Hiranandani (therein referred to as the Confirming Party) transferred, granted and assigned leasehold rights with respect to the Plot and conveyance of the Old building, subject to tenancies/occupancies of six tenants/occupants unto and in favor of (i) Mrs. Lata Shivkumar Achharya and (ii) Mr. Shivkumar Chatrumal Achharya (therein referred to as Purchaser) for consideration and on the terms and conditions agreed and mentioned therein. That since the said Indenture could not be lodged for registration within the statutory period, as such the Indenture dated 15th April, 2005 was registered vide Deed of Confirmation dated 31st January, 2006 registered before the Sub – Registrar of Assurances, Andheri – 1 under Serial No. BDR – 1/832/2006.
- 3.20. That vide Deed of Rectification dated 20th March, 2006 registered before the Sub – Registrar of Assurances, Andheri – 1 under Serial no. BDR – 1/2271/2006 executed between (i) Mr. Chandru Gobindram Hira, (ii) Mrs. Shirin Gobindram Hira and (iii) Mr. Neel Chandru Hira (therein referred to as Vendors) alongwith Mr. Gulab Divanimal Hiranandani (therein referred to as the Confirming Party) and (i) Mrs. Lata Shivkumar Achharya and (ii) Mr. Shivkumar Chatrumal Achharya (therein referred to as Purchaser) for rectification of the share certificate numbers wrongly and erroneously mentioned under the Indenture dated 31st March, 2005 read with Deed of Confirmation dated 31st January, 2006.
- 3.21. Pursuant to the Indenture dated 31st March, 2005 read with Deed of Confirmation dated 31st January, 2006 and Deed of Rectification dated 20th March, 2006 (i) Mrs. Lata Shivkumar Achharya and (ii) Mr. Shivkumar Chatrumal Achharya (Lessee) became seized and possessed and entitled to leasehold rights with respect to the Plot and owner with respect to the Old Building and accordingly (i)



Mrs. Lata Shivkumar Achharya and (ii) Mr. Shivkumar Chatrumal Achharya were admitted as the members of the Society with respect to the Property and their names were endorsed on the Share Certificate nos. 218, 281 and 250 on 27th February, 2006 respectively.


- 3.22. Accordingly, the names of (i) Mr. Chandru Gobindram Hira, (ii) Mrs. Shirin Gobindram Hira and (iii) Mr. Neel Chandru Hira were deleted (bracket entry) and the names of (i) Mrs. Lata Shivkumar Achharya and (ii) Mr. Shivkumar Chatrumal Achharya were mutated on the Property Register Card with respect to the Plot as Bhade-Pathedar (Lessees) with effect from 19th May, 2006.
- 3.23. Vide Development Agreement dated 01st March, 2024 registered before the Sub – Registrar of Assurances, Andheri – 4 under Serial No. BDR – 15/3687/2024 (“**Development Agreement**”), (i) Mrs. Lata Shivkumar Achharya and (ii) Mr. Shivkumar Chatrumal Achharya (therein referred to as the Owners) alongwith (i) Mr. Deepak Vinodrai Parekh & 4 Ors. (therein referred to as the Tenants) granted and assigned development rights unto and in favor of Northpoint Pllatinum Estates LLP (therein referred to as the Developers), for consideration and on the terms and conditions agreed and mentioned therein.
- 3.24. That alongwith the Development Agreement, vide Irrevocable Power of Attorney dated 4th March, 2024 registered before the Sub – Registrar of Assurances, Andheri – 4 under Serial No. BDR – 15/3722/2024 (“**Power of Attorney**”), the said (i) Mrs. Lata Shivkumar Achharya and Mr. Shivkumar Chatrumal Achharya (therein referred to as the Owners) granted and assigned power to do such acts, deeds and things on their behalf with respect to redevelopment of the Property unto and in favor (i) Northpoint Pllatinum Estates LLP (therein referred to as Attorneys) on the terms and conditions agreed and mentioned therein.
- 3.25. By virtue of the said Development Agreement, the Developers herein became entitled to redevelop the property by demolishing the Old Building and constructing new building thereon. Accordingly, the Developers have obtained Intimation of Disapproval under File No. P- CHE/WS/1438/K/337(NEW) - IOD/Amend(1) on 11st December 2024 from Brihanmumbai Municipal Corporation.
- 3.26. The Lessee alongwith their Tenants and the Developers have entered into



Permanent Alternate Accommodation Agreements respectively and simultaneously the Lessee alongwith their Tenants have handed over vacant and peaceful possession of the Property to the Developers.

- 3.27. The Developers have demolished the Old Building and accordingly obtained Commencement Certificate upto top of stilt i.e. ht 3.45mt. under File No. CHE/WS/1438/K/337(NEW)/CC/1/New on 28th May, 2025 from Brihanmumbai Municipal Corporation.
4. There is no litigation pending with respect to the Property against the said Society and/or the Developers, till date.

Date: 05th August, 2025


05.08.2025
(Kunal S. Jain)
Advocate, High Court

