

CHAPHEKAR AND CO.

ADVOCATES AND SOLICITORS

ANANT R. CHAPHEKAR

SR. SOLICITOR & SUPREME COURT ADVOCATE

Address: Block No.11-12, 166-D,
'Satjangad' Dr. Ambedkar Road,
Hindu Colony, Dadar (East),
Mumbai – 400 014.

Resi. : 022-2414 4416
Mobile : 98192 56445
E-Mail : anantchaphekar@hotmail.com

To,
M/s. Classique Associates,
Mumbai.

Re.: Description of the land being a portion of
all those pieces or parcels of land
comprising of CTS Nos. 22(pt), 23 (pt), 26
(pt) and 29 (pt), of Village Powai, Taluka
Kurla, admeasuring about 1,17,349 sq.
mtrs. or thereabouts. ("Said Property")

Sirs,

This is to state that we have investigated the title of M/s. Classique Associates, a Partnership Firm, registered under the Indian Partnership Act, hereinafter referred to as the "Said Classique" to the Said Property and we have to state as under –

- 1] In pursuance of the provisions of the MMRDA Act, The Mumbai Metropolitan Region Development Authority (hereinafter referred to as "MMRDA") formulated and sanctioned at its 9th meeting held on 24th January, 1977, a scheme called "Powai Area Development Scheme" for the development of lands situated lying and being at Villages Powai and Tirandaz of Taluka Kurla in the registration district and sub-district of Mumbai City and Mumbai Suburban.

- 2] It further appears that between January 1977 and December 1983, Shri Harishchandra Chandrabhan Sharma, was the Original Owner (hereinafter referred to as the "Original Owner") of the Said Property.

- 3] The said Original Owner and the Said Classique had entered into Agreement for Development cum Sale dated 28th January, 1984, whereby the said Original Owner granted exclusive right of development in respect of the Said Property to the Said Classique and had placed the Said Classique in exclusive possession of the Said Property. The said Original Owner also executed Power of Attorney dated 28th January, 1984, in favour of Partner of the Said Classique, thereby authorizing him to do acts and deeds, as contained therein.


- 4] By Tripartite Agreement dated 19th November, 1986, made between the Governor of Maharashtra of the first part, the said MRMDA of the second part and Harishchandra Chandrabhan Sharma and others, the said Original Owner, through their C.A., the Partner of the Said Classique, surrendered and delivered the Said Property to the State Government and/or the said MMRDA pursuant to the said reservation under the said MMRDA Act of 1974 and accordingly the Governor of Maharashtra and the said Constituted Authority, MMRDA, agreed to dispose of by way of a lease the Said Property back to the said Original Owner, as per the terms and conditions set out therein. Pursuant to the said Tripartite Agreement of 19th November, 1986, an Agreement to Lease was also executed on the same day i.e. on 19th November, 1986, by MMRDA in favour of the said Original Owner / their assigns as the then licensees and the said Owner / their assigns were accordingly allowed to enter upon to deal with and develop the Said Property subject to the terms and conditions therein contained which include an agreement to grant a lease for period of 80 years, as contained therein.

- 5] We also state that all the aforesaid documents and deeds, including the Tripartite Agreement of 19th November, 1986, Agreement to Lease also bearing the same date, are still valid and subsisting as on this date.
- 6] Thus, the Said Classique is in exclusive possession of the Said Property from the year 1984 and is developing the Said Property in a phased wise manner since then. In the course of the development, the Said Classique has constructed several buildings on the Said Property and sold / disposed of the flats / tenements constructed thereon.
- 7] We understand that legal proceedings in the form of PILs, being PIL Nos. 131 of 2008, 91 of 2008 and 21 of 2010, have been filed by certain persons in respect of the lands forming part of PADS, including the Said Property. Certain Orders have been passed in the said PILs including Order / Judgment dated 22nd February, 2012 and Order dated 4th October, 2012 (the said Orders). The said M/s. Classique Associates are constructing buildings on the lands forming part of PADS including portions of the Said Property under the said Orders. The sale of the premises in the buildings being constructed / to be constructed on the Said Property, is subject to the final decision of the Bombay High Court in the said PILs.
- 8] PR Card of new CTS No. i.e. 25A/2 of Village Powai in respect of a portion of the Said Property in Sector VII of the PADS, has been shown to us. From the same, it is clear that the said PR Card has been issued for new CTS No.25A/2 of Village Powai, pursuant to the Orders passed by the District Collector dated 31st May, 1994 and dated 29th December, 2003 for amalgamation and subdivision. The area of the said new CTS No.25A/2 has been confirmed as 6373.75 sq. mtrs. We have been



informed that on a portion of the said CTS No. 25A/2, the Building MAPLE is being constructed by M/s. Classique Associates.

- 9] In the premises aforesaid, subject to the aforesaid Tripartite Agreement and Agreement to Lease, both dated 19th November, 1986, we have found the title of the Said Classique as the Assignee of the Original Owner to the Said Property as clear and marketable and free from any encumbrance of any nature whatsoever.

 Dated this 18th day of June 2015.

Thanking you.

Yours faithfully,
For M/s. Chaphekar & Co.



Anant Chaphekar
Sr. Solicitor & Supreme Court Advocate