भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100

ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA

AR 532935

ला. न. ०३८/२००१

विक्रीचे ठिकाण : उत्कर्ष इण्टरप्राइझेस्

अहिल्याबाई चौक, [illegible] (प.)-४२१ ३०१

अनुक्रमांक 7735 किंमत रु. 100/-

नांव म. अनिरुद्ध [illegible] अ.प्र. उल्ह.

हस्ते जी.बी. महाकल्याण

दिनांक 21.09.07

Wagvaly

सौ. उषा किशोर वागडे

स्टॅम्प वेंडर, कल्याण

उल्हासनगर

दस्त क्र. ४५७ / २००१

७८ | ११७

उ.न.

SEP 2007

DECLARATION

This Declaration made at Ulhasnagar

on this 24th day of September, 2007

By

THE SUB REGISTRAR ULHASNAGAR

उल्हासनगर ३

३४१४ | ७८.

४ | ४३४

I, **Shri Ganpatraj Badanraj Mehtha,** partner of **M/s. Anjaneya Land & Property Developers,** a partnership firm, having its office at 41, Laxmi Narayan Shoping Center, Potdaar Road, Malad (E), Mumbai-97, do on solemn affirmation state and declare as under :-

I say that **Smt. Shantabai Barku Mhatre** and others are the owners of all those pieces and parcels of land lying, being and situate at Village Dwarli, Taluka Ambarnath, District Thane within the limits of Dwarli Grampanchayat;

Survey No.	Hissa No.	H-R-P	Sq. Meters
34	1B+2A+5A	0-45-0	4500
36	4	0-11-0	1100
38	-	2-12-0	21200
39	1	0-47-8	4780
	Total →	**3-15-8**	**31580**

I say that the said Smt. Shantabai Barku Mhatre and others by and under an Development Agreement dated 11.08.1995 agreed to grant the Development rights in respect of the said property to our firm M/s. Anjaneya Land & Property Developers at and for the price/consideration and on the terms and conditions therein contained and in pursuance thereof the said Smt. Shantabai Barku Mhatre and other have also executed the power of attorney in favour of the M/s. Anjaneya Land & Property Developers.

I say that the Owners were not in a position to attend the execution, submission and admission of the said documents and lodging the same before the Sub-Registrar of Assurances.

I say that in view of the circumstances herein before recited and with a view to effectively, properly and legally vesting the said property in favour of our firm absolutely and forever and for effective development of the same and to generally maintain, develop, and to have legal beneficial use and enjoyment thereof in our firms' hands as envisaged under the Development Agreement dated 11.08.1995 as well as subsequent power of attorney dated 11.08.1995, documents and writings incidental thereto and to remove any ambiguity which may arise as regards the right, title and interest, consent, possession, etc., I am executing this declaration to lodge and registered the said Development Agreement and Power of Attorney both dated 11.08.1995 before the Sub-Registrar of Assurances.

I say and declare that M/s. Anjaneya Land & Property Developers have paid full and final consideration to the Owners Smt. Shantabai Barku Mhatre and others and the firm is in actual and peaceful possession of the said property.

I say that the said agreement dated 11.08.1995 was submitted for adjudication and the necessary stamp duty is paid on

19.09.2007 vide No. 399/2007 and along with that General Power Of Attorney dated 11.08.1995 the said Power of Attorney is certified by the Collector of Stamps under No. 4913 dated 20.09.2007 under Section 41 of Bombay Stamp Act, 1958.

I say that it is necessary and expedient to lodge the said Power of Attorney dated 11.08.1995 for registration under the provisions of Indian Registration Act, 1908.

NOW, therefore by this Declaration I hereby state and confirm that the owners Smt. Shantabai Barku Mhatre and others are now also not in a position to attend the execution, submission and admission of the said documents and lodging the same before the Sub-Registrar of Assurances but the said Agreement dated 11.08.1995 and the power of attorney dated 11.08.1995 are still valid, subsisting and in full force and effect and in the terms and conditions stated therein are shall always remain binding on the parties thereto.

(The Original Power of Attorney dated 11.08.1995 is annexed hereto and marked as Annexure "A")

SCHEDULE OF THE PROPERTY REFERRED TO ABOVE

ALL THAT piece and parcel of land lying, being and situate at Village Dwarli, Taluka Ulhasnagar, District Thane within the limits of Ulhasnagar Municipal Corporation;

Survey No.	Hissa No.	H-R-P	Sq. Meters
34	1B+2A+5A	0-45-0	4500
36	4	0-11-0	1100
38	-	2-12-0	21200
39	1	0-47-8	4780
	Total →	**3-15-8**	**31580**

together with all easementary rights etc.,

WHATEVER stated hereinabove is true and correct to best of my knowledge and belief and I believe the same to be true and correct.

SOLEMNLY AFFIRMED ON THIS 24th DAY OF September 2007

Shri Ganpatraj Badanraj Mehtha,
partner of
M/s. **Anjaneya Land & Property Developers,**
Deponent