

BREC R002C240700054972



NO. 4877
Date: 16-7-2024

Affidavit cum-declaration

Memorandum of division of share between Promoter and Landowner available for marketing and selling.

SL No.	Space as per sanctioned map	Promoter's Share		Landowner's Shares	
		Total No. of Units	Serial No. of Units (Floor wise)	Total No. of Unit	Serial No. of Units (Floor Wise)
1.	Flats	13 No.s + 104(Part) 504(Part)	First Floor- 102, 103 & 104(Part) Second Floor - 203,204 & 205 Fourth floor - 401,402,403,404 & 405 Fifth floor - 501, 502 & 504(Part) Sixth floor - 601	10 No.s + 504(Part)	First floor - 101 & 105, Third floor - 301, 302, 303,304 & 305 Fifth floor - 503,504 (Part) & 505, Sixth floor - 602
2.	Shops				
3.	Convenience Room				
4.	Plots				
5.	Parking Space	13 No.s + P-014 (Part) P-023 (Part)	Ground Floor - P-004, P-005, P-007, P-008, P-009, P-012 & P-014(Part) Basement - P-013, P-020, P-021, P-023(Part), P-025, P-026 & P-027 P-022.	10 No.s + P-023 (Part)	Ground Floor - P-001, P-002, P-003, P-006, P-010 & P-011 Basement-P-017, P-018, P-019, P-023(Part) & P-024
6.	Covered Garages				
7.	Office Space				
8.	Others, if any mention the name of space				

In confirmation of the Development Agreement executed by us on dated 10-06-2022, we solemnly affirm that the content of above declaration are true and correct and nothing material has been concealed by us.

For Muskan Constructions Pvt. Ltd

Rajesh Kumar

Managing Director

Signature of Promoter
RAJESH KUMAR

Name of Promoter

Date:-

Place:- PATNA

For/Sm. Rajesh Kumar & Meena Sinha
who is Identified by Shri. T. Alok
Advocate, solemnly affirmed and
declared before me

Alok Kumar Das (Advocate)
Notary Public, Patna (Bihar)

Meena Sinha

Anshuman

Signature of Landowner

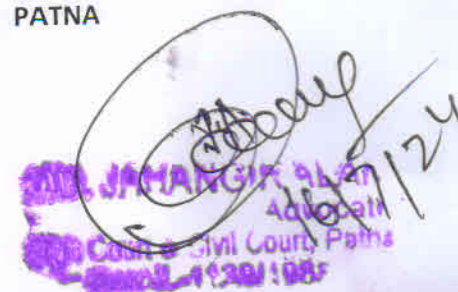
MRS. MEENA SINHA

SHRI ANSHUMANI

Name of Landowner

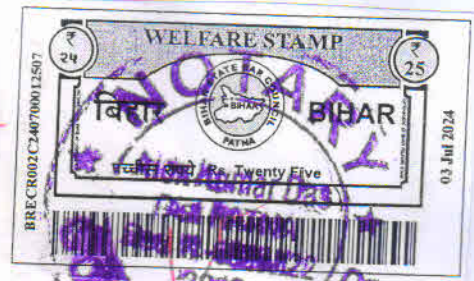
Date:-

Place:- PATNA



BREC0020240700054971

NO. 4876
Date: 16-7-2024



Affidavit cum-declaration

Memorandum of division of share between Promoter and Landowner available for marketing and selling.

SL No.	Space as per sanctioned map	Promoter's Share		Landowner (Smt. Kusum Devi) Shares	
		Total No. of Units	Serial No. of Units (Floor wise)	Total No. of Unit	Serial No. of Units (Floor Wise)
1.	Flats	13 No.s + 104(Part) 504(Part)	First Floor- 102, 103 & 104(Part) Second Floor – 203,204 & 205 Fourth floor – 401,402,403,404 & 405 Fifth floor – 501, 502 & 504(Part) Sixth floor – 601	2 No.s + 104(Part)	First floor – 104(Part), Second floor – 201 & 202
2.	Shops				
3.	Convenience Room				
4.	Plots				
5.	Parking Space	13 No.s + P-014 (Part) P-023 (Part)	Ground Floor – P-004, P-005, P-007, P-008,P-09,P-012 & P-014(Part) Basement - P-013,P-20, P-021,P-022,P-023(Part), P-025, P-026 & P-027	2 No.s + P-014 (Part)	Ground Floor -P-014(Part) Basement-P-015, P-016.
6.	Covered Garages				
7.	Office Space				
8.	Others, if any mention the name of space				

In confirmation of the Development Agreement executed by us on dated 08-09-2022, we solemnly affirm that the content of above declaration are true and correct and nothing material has been concealed by us.

For Muskan Constructions Pvt. Ltd

Rajesh Kumar

Managing Director

Signature of Promoter

RAJESH KUMAR

Name of Promoter

Date:-

Place:- PATNA

Sri/Smt. Rajesh Kumar - Kusum Devi

who is Identified by Shri. J. K. Das

Advocate, solemnly affirmed and declared before me

Alok Kumar Das (Advocate,
Notary Public, Patna (Bihar)

Signature of Landowner

SMT. KUSUM DEVI

Signature of Landowner

SMT. KUSUM DEVI

Name of Landowner

Date:-

Place:- PATNA



INDIA JUDICIAL

Government of Bihar

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Date & Time: 15-Jul-2024-02:35 PM

Location : High Court Patna

NAME OF APPLICANT : PRATIMA DEBI, SONU

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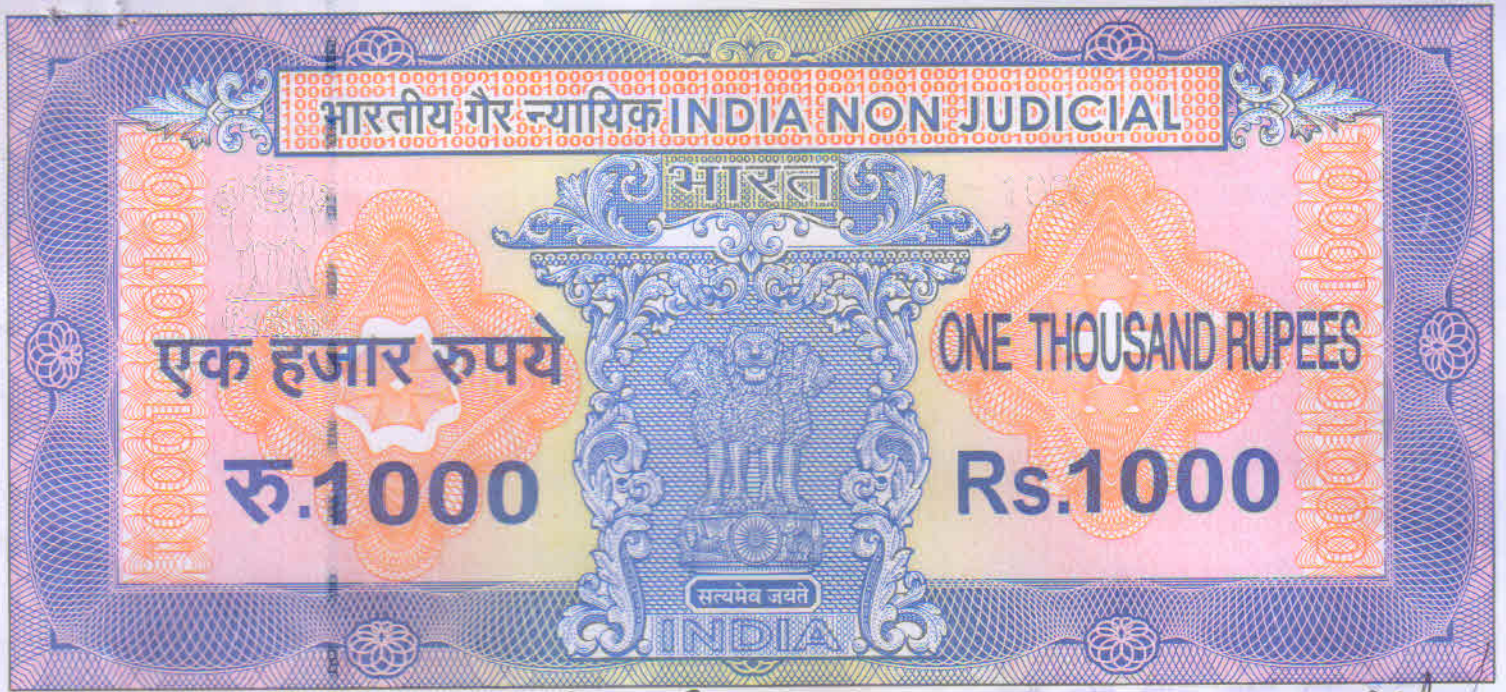
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बिहार BIHAR

क्रम संख्या 5631 9.7.2024 1000 2024
तारीख 9.7.2024
सीट संख्या 24/100
AW 035873

क्रेता का नाम सुसमाप्त कंस्ट्रक्शंस प्रा. लि.
पता केन्द्रिका पी.पी. सिटी, पटना
ला० न०-56/90.

सिद्धनाथ गुप्ता
मुख्य विक्रेता

SHARE DISTRIBUTION BETWEEN LAND OWNERS AND DEVELOPER

This deed made on this 9th Day of July, 2024 of the Christian Era.

The deed signifying the settlement of Land Owner's share and the Developer share of the proposed building "Maanik Residency" and it's also called as a "Kashish Maanik Residency", hereinafter showeth:-

1. That there is Two Registered Development Agreement dated 10/06/2022 & 08/09/2022 respectively.

Between

- Smt. Meena Sinha aged about 68 years, occupation- Housewife, Wife of Shri Surendra Nath Sinha, PAN -BDDPS6332Q, Mob.No. 7295943909.
- Shri Anshumani aged about 45 years, occupation Service, Son of Shri Surendra Nath Sinha PAN - AIYPM3532D, Mob.No. 9810091305, both are



① Meena Sinha (Signature)

For Muskan Constructions Pvt. Ltd

Rajesh Kumar

Managing Director

resident of Flat no. 106, Asha Kunj Apartment, Ashok Nagar, Road No. 14B, P.S. - Kankarbagh, P.O.- Lohiyanagar, District - Patna, State - Bihar Pin Code - 800020.

(iii) **Smt. Kusum Devi**, aged about 68 years, Occupation - House wife, Wife of Sri Rameshwar Choudhary, Aadhar No. 5846 9941 1923 Mob.No. 9835260011, resident of Mohalla - V.I.P. Colony, Rai Hasanpur, Chai Tola, Bhikhana Pahari, P.S. - Kadamkuan, P.O.- Bankipur, District - Patna, State - Bihar Pin Code - 800004, hereinafter collectively called and/or referred to as the "**LAND OWNERS**", which expression shall, unless excluded by or repugnant to the context, be deemed to include her/his/heirs, assignees, executors, administrators and successors in interest of the "**FIRST PART**".

AND

MUSKAN CONSTRUCTIONS PVT. LTD., a company incorporated under the companies Act 1956, having its' Registration No. U45-200BR-2001-PTC 9627 having its registered Office at G-70, P. C. Colony, Kankarbagh, Near Rajendra Nagar Over Bridge, P.S.- Kankarbagh, Patna, PIN- 800020, Bihar, through its Managing Director **Sri Rajesh Kumar** aged about 47 years, son of Sri Arjun Prasad Sinha, PAN -AAICM8185H, Mob.No. 9431047367, resident of G-70, P.C. Colony, Kankarbagh, Patna, PIN- 800020, Near Rajendra Nagar Over Bridge, P.S.- Kankarbagh, District- Patna, Bihar, Pin - 800020, hereinafter referred to as the "**DEVELOPER**", which expression shall, unless excluded by or repugnant to the context, be deemed to include her/his/heirs, assignees, executors, administrators and successors in interest of the "**SECOND PART**".

2. That the Developer approaches to the land owners' to develop a multi-storied apartment on the vacant land, name and style of "**MAANIK RESIDENCY**" also known as "**KASHISH MAANIK RESIDENCY**" Further there is two registered Development Agreement was executed between the Land owner's and the Developer,

WHEREAS the Registered Development Agreement dated **10.06.2022**, executed by Smt. Meena Sinha & Sri Anshumani, which is registered as Deed no. 8557,

For Muskan Constructions Pvt. Ltd

Rajesh Kumar

Managing Director

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Arjun Prasad Sinha

Meena Sinha





in Book no. 1, Volume No. 156, Pages 151 to 167, C.D.-24/ Year 2022 total pages 17 dated 10/06/2022 all the piece and parcel of the land measuring 23.28125 Decimals or 7 Katha 9 Dhooors or 10139.45 sq.ft. , situated at Mauza - Chainpur Shekhopur, Survey Thana - Phulwari, at Present P.S. - Gopalpur, District - Patna bearing Thana No. 101, Tauzi Bihar Sarkar, Khata no. 54, Survey Plot no. 186 in town and district of the Patna within the limit of Nagar Parishad Sampatchak, Sub Registration office Phulwari Sharif and District Registration office Patna, Anchal - Samatchak.

ANDWHEREAS the another Registered Development Agreement dated 08/09/2022, executed by Smt. Kusum Devi, which is registered as Deed no. 13178, in Book no. 1, Volume No. 244, Pages 67 to 85, C.D.-38/ Year 2022 total pages 19 dated 08/09/2022, all the piece and parcel of the land measuring an area 6.23 Decimals of 2 Kathas or 2722 sq.ft. more or less., situated at Mauza - Chainpur Shekhopur, Survey Thana - Phulwari, at Present P.S. - Gopalpur, District - Patna bearing Thana No. 101, Tauzi no. 28, Khata no. 54, Survey Plot no. 186 in town and district of the Patna within the limit of Nagar Parishad Sampatchak, Sub Registration office Phulwari Sharif and District Registration office Patna, Anchal - Samatchak.

3. That as per the said Development Agreement all the Land Owners' and the Developer mutually agreed on the share distribution between them.

4. That the multi-storied residential apartment named "**MAANIK RESIDENCY**", and it is also called as a "**KASHISH MAANIK RESIDENCY**", which shall be construct by the Developer, as per the terms of the Development Agreement and as per the map approved by the competent Authority Patna Metropolitan Area Authority vide **Plancase No. PMAA / PRN / CHAINPUR/ PHULWARI / B+G+06 / 38/ 2023**, letter no. 272, dated 11-06-2024. Further it is offered by the Developer to the Land Owners' of their respective share i.e. 50% of the super built up area in the aforesaid multi-storied residential apartment.

5. That the total share allocation of the aforesaid multi-storied residential apartment, which shall be

For Muskan Constructions Pvt. Ltd

Rajesh Kumar

Managing Director



11/06/2024
10/06/2022
B.L.

Phulwari

Meena Sinha





constructed in the form of flats on specific floors,
which details are as follows:

Flat No.	Floor	Carpet Area (in Sq.ft.)	Balcony Area (in Sq.ft.)	Built-up Area (in Sq.ft.)	Super built-up Area (in Sq.ft.)
101	1st	870	36	941	1176
102	1st	915	0	959	1200
103	1st	944	26	1001	1250
104	1st	943	25	995	1245
105	1st	897	36	960	1200
201	2nd	872	196	1091	1365
202	2nd	922	76	1027	1285
203	2nd	955	126	1101	1375
204	2nd	945	138	1099	1374
205	2nd	926	110	1059	1321
301	3rd	872	196	1091	1365
302	3rd	922	76	1027	1285
303	3rd	955	126	1101	1375
304	3rd	945	138	1099	1374
305	3rd	926	110	1059	1321
401	4th	872	196	1091	1365
402	4th	922	76	1027	1285
403	4th	955	126	1101	1375
404	4th	945	138	1099	1374
405	4th	926	110	1059	1321
501	5th	872	196	1091	1365
502	5th	922	76	1027	1285
503	5th	955	126	1101	1375
504	5th	945	138	1099	1374
505	5th	926	110	1059	1321
601	6th	945	138	1099	1374
602	6th	926	110	1059	1321

For Muskan Constructions Pvt. Ltd

Rajesh Kumar

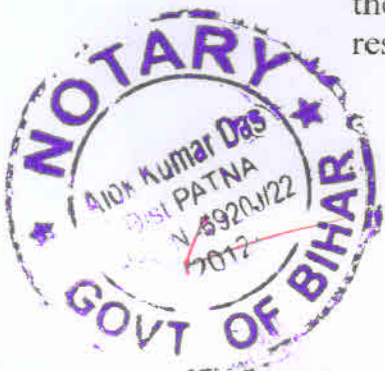
Managing Director

25th 1st 2nd 3rd 4th 5th 6th

Meena Sinha

Meena Sinha

6. That on calculation and as per approved map the share in the form of flats described above is mutually agreed and same shall be distributed between the Land Owners' and the Developer of their respective share (i.e., 50% of the Land Owners' and





50% of the Developer) as per the development agreement, which is as follows:-

Share of the Developer in the form of flats in the aforesaid multi-storied residential apartment is as follows:-

Flat No.	Floor	Carpet Area (in Sq.ft.)	Balcony Area (in Sq.ft.)	Built-up Area (in Sq.ft.)	Super built-up Area (in Sq.ft.)
102	1st	915	0	959	1200
103	1st	944	26	1001	1250
104(Part)	1st	120	3	127	159
203	2nd	955	126	1101	1375
204	2nd	945	138	1099	1374
205	2nd	926	110	1059	1321
401	4th	872	196	1091	1365
402	4th	922	76	1027	1285
403	4th	955	126	1101	1375
404	4th	945	138	1099	1374
405	4th	926	110	1059	1321
501	5th	872	196	1091	1365
502	5th	922	76	1027	1285
504(Part)	5th	275	40	320	400
601	6th	945	138	1099	1374

For Muskan Constructions Pvt. Ltd

Rajesh Kumar

Managing Director

सह-प्रबंधक
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Share of the Land Owners' in the form of flats in the aforesaid multi-storied residential apartment is as follows:-

That the share allocation collectively to the Land Owners' namely **Smt. Meena Sinha & Shri Anshumani** are as follows:-

Flat No.	Floor	Carpet Area (in Sq.ft.)	Balcony Area (in Sq.ft.)	Built-up Area (in Sq.ft.)	Super built-up Area (in Sq.ft.)
101	1 st	870	36	941	1176
105	1 st	897	36	960	1200
301	3 rd	872	196	1091	1365
302	3 rd	922	76	1027	1285
303	3 rd	955	126	1101	1375
304	3 rd	945	138	1099	1374
305	3 rd	926	110	1059	1321
503	5 th	955	126	1101	1375

Meena Sinha





504 _(Part)	5 th	670	98	779	974
505	5 th	926	110	1059	1321
602	6 th	926	110	1059	1321

ANDWHEREAS the Share allocation for the Land Owner namely **Smt. Kusum Devi** is as follows:-

Flat No.	Floor	Carpet Area (in Sq.ft.)	Balcony Area (in Sq.ft.)	Built-up Area (in Sq.ft.)	Super built-up (in Sq.ft.)
104 _(Part)	1st	823	22	868	1086
201	2nd	872	196	1091	1365
202	2nd	922	76	1027	1285

7. That the total Parking Area in the Basement & on the Ground floor area of the said building, which details are as follows:-

SL.No.	Floor	Parking No.	Flat no.
1.	Ground	P-001	301
2.	Ground	P-002	302
3.	Ground	P-003	303
4.	Ground	P-004	203
5.	Ground	P-005	204
6.	Ground	P-006	304
7.	Ground	P-007	401
8.	Ground	P-008	402
9.	Ground	P-009	205
10.	Ground	P-010	305
11.	Ground	P-011	101
12.	Ground	P-012	403
13.	Ground	P-013	404
14.	Ground	P-014	104
15.	Basement	P-015	201
16.	Basement	P-016	202
17.	Basement	P-017	105
18.	Basement	P-018	602
19.	Basement	P-019	505
20.	Basement	P-020	405
21.	Basement	P-021	501
22.	Basement	P-022	502
23.	Basement	P-023	504
24.	Basement	P-024	503
25.	Basement	P-025	601
26.	Basement	P-026	103
27.	Basement	P-027	102

For Muskan Constructions Pvt. Ltd.

Rajesh Kumar

Managing Director

10/10/2022
10/10/2022
10/10/2022

Meena Simla





Whereas the total no.s of parking space are 27 (Twenty Seven) provided in the Basement area & on the Ground floor area except common areas, excluding guard room & common toilet, further it is mutually agreed by the parties.

8. That as per their Land area in the Development Agreement accordingly the share shall be 50% (Fifty) of the Land Owner's and 50% (Fifty) of the Developer, which details are as follows:-

For Muskan Constructions Pvt. Ltd

Rajesh Kumar

Managing Director

Parking area of Land Owner's:-

(i). Smt. Meena Sinha & (ii) Sri Anshumani:-

SL.No.	Floor	Parking No.	Flat no.
1.	Ground	P-001	301
2.	Ground	P-002	302
3.	Ground	P-003	303
4.	Ground	P-006	304
5.	Ground	P-010	305
6.	Ground	P-011	101
7.	Basement	P-017	105
8.	Basement	P-018	602
9.	Basement	P-019	505
10.	Basement	P-023	504(Part)
11.	Basement	P-024	503

(iii) Smt. Kusum Devi:-

SL.No.	Floor	Parking No.	Flat no.
1.	Ground	P-014	104(Part)
2.	Basement	P-015	201
3.	Basement	P-016	202

Parking area of Developer :-

SL.No.	Floor	Parking No.	Flat no.
1.	Ground	P-014	104(Part)
2.	Ground	P-004	203
3.	Ground	P-005	204
4.	Ground	P-007	401





5.	Ground	P-008	402
6.	Ground	P-009	205
7.	Ground	P-012	405
8.	Basement	P-013	404
9.	Basement	P-020	403
10.	Basement	P-021	501
11.	Basement	P-022	502
12.	Basement	P-023	504 (Part)
13.	Basement	P-025	601
14.	Basement	P-026	103
15.	Basement	P-027	102

For Muskan Constructions Pvt. Ltd

Rajesh Kumar

Managing Director

9. That the share distributed between the Land Owners' and the Developer under perfect condition of their body & mind and without any undue influence and pressure from any side, which were agreed on the share allocations of their particular share more fully described & mentioned above in this deed.

Further it is made clear that this calculation of area is in full and final settlement of the share of Land Owners' and the Developer as per Development Agreement with their mutual consent.

10. That after the calculation of shares between the Land Owners' and the Developer with their mutual consent, allotment made on its basis along with other adjustments made between the parties, no claim of either party survives. However neither Land Owners' nor the Developer is entitled to use the common space area and other facilities etc. for in their personal interest.

11. That the Land Owners' & the Developer are free to make use of the share allotted to them and were entitled to Sale/Lease & utilize their share in the form of Flat/Parking space & other common facilities provided by the Developer for the aforesaid multi-storied residential apartment.

However the landowners' and the developer mutually agreed as per the development agreement executed by them that after handing over the possession of the Landowners' shares above mentioned by the Developer, the Landowners' & the developer were liable for the taxes, in respect of their



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Meena

Meena Sinha





share such as Goods and Service tax, Municipal Tax & any other taxes as charged by the Government or competent authority.

12. That after the share distribution between the Land Owners' and the Developer, both had no grievance with each other in context to the share distribution.

In witness whereof the above named Land Owners' and Developer have executed these presents on the day, month and year first above written after going through the contents of this Agreement for Settlement and fully understanding the implications of this transaction in the presence of below noted attested witnesses who also signed hereunder in their presence.

Witnesses:-

1. Anand Shankar
S/o Late C.S.N Sharma
G.B colony, Patna-7

Meena Singh

1. Intensar

2. Manoj K. Sinha

S/o Late Nagendra
Singh.

Add - Post office Road,
Purnachak, Patna.

Signature of Landowners'

For Muskan Constructions Pvt. Ltd

Rajesh Kumar

Managing Director

Signature of Developer

