

बिहार BIHAR

05 AUG 2016

क्रम संख्या 2317 तिथि 3/8/16 स्टैट संख्या V 056698

क्रेता का नाम एवं पता

बच्चू प्रसाद सिंह, मुद्रांक विक्रेता
लाइसेंस सं०-2/82, जिला निबंधन कार्यालय, पटना

2520B Date 10/8/2016

DECLARATION OF SHARE DISTRIBUTION OF AHMED RESIDENCY BETWEEN THE DEVELOPER AND THE LAND OWNER IS MADE ON THIS 08TH DAY OF AUGUST 2016, AT PATNA.

BETWEEN

Kamini Homes a Partnership Firm, having its Registration No. PT-82642, through its Partner Mr. Imran Khan son of Hasim Ali Khan resident of Gulshan Marzeena, Opposite West Point School Samanpura, Raja Bazar, Patna-800014, P.S Shastri Nagar, District Patna by Nationality-Indian hereinafter referred to as the "developer"(Which expression shall unless excluded by or repugnant to the context, shall be deemed to include it executors, administrators, successors assigns representatives and successor-in-interest of the) ONE PART.

For Kamini Homes

09/08/16
Partner

SATISH KUMAR SINGH
NOTARY

10/8/16

AND

1. **Syed Nasim Ahmed son of Late Imdad Ahmad & Late Ghaus Bandi,**
2. **Bilquis Jahan wife of Late Zafar Ahmad**
3. **Mr. Ghazanfar Ahmad son of Late Sulaiman Ahmad**
4. **Talat Perween daughter of Late Sulaiman Ahmad,**

all residents of "Ahmad Manzeel" New Damaria P.O. Anisabad, P.S Gardanibagh District Patna by Nationality-Indian, hereinafter referred to as the " Land Owners" (Which expression shall unless excluded by or repugnant to mean and include their executor legal representatives, administrators, successors assigns of the SECOND PART.

WHEREAS, the properties find mentioned in schedule-A of this Deed particularly land measuring an area of Two Kathas Ten Dhoors bearing Plot No. 1388 (P) Under Khata No. 8, Tauzi No. 5118 , Thana No. 17 belonged to and possessed by Jiv Lal Pasi son of Hemant Pasi who died leaving behind his brother Shiv Lal Pasi as his sole successor in interest and after his death his brother Shiv Lal Pasi came and had been continuing in possession with all right, title, and interest till he sold and transferred the same to Moulvi Syed Imdad Ahmad son of Syed Moulvi Farooque Hussain through and under registered sale deed dated 19-01-1931 vide Deed No. 243 in Book No. 1,. Volume No. 10 Page No 168 to 170 and the purchaser came and continued in possession with right, title and interest.

AND WHEREAS, land measuring 7 ½ Decimals being part of Plot No. 1389 under Khata No. 4, Thana No. 17 Tauzi No. 5118/8494 belonged to owned and possessed by SK. Abdul Aziz and his brother S.K Abdul Quayum both sons of Late SK. Imam Ali who sold to Bibi Ghaus Bandi wife of said Imdad Ahmad and daughter of Late Syed Abdul Fatah under registered sale deed dated 02-06-1959 bearing Deed No. 3419 in Book No. 1 Volume No. 41 Page 371 to 375 .

Syed Nasim Ahmad
Bilquis Jahan
Ghazanfar
Talat

For Kamini Homes
Partner

SATISH KUMAR SINGH
NOTARY
PATNA, BIHAR (INDIA)

10/8/2016

AND WHEREAS, said Two Kathas Ten Dhoors of Plot No. 1388 lies just adjacent east of Seven and Half Decimals of part of Plot No. 1389 and forms one Block.

AND WHEREAS, the said purchaser Moulvi Syed Imdad Ahmad and his wife Ghous Bandi acquired and held the property mentioned in schedule –A of this deed by virtue of their aforementioned sale deed and paid rent to the state of Bihar Vide Jamabandi No. 4/18493 and 18494 .

AND WHEREAS, the said Syed Imdad Ahmad and his wife Ghaus Bandi died one after another leaving behind their four sons namely Sulaiman Ahmad, Zafar Ahmad, Mozaffar Ahmad, and Nasim Ahmad and one Daughter namely Saleha Khatoon became owners and possessors of the said property

AND WHEREAS, their daughter Humaira Khatoon Predeceased to her father and mother and subsequently Mozaffar Ahmad died unmarried, Zafar Ahmad also died issueless leaving behind his wife Bilquis Jahan, Sulaiman Ahmad also died leaving behind his one son Ghazanfar Ahmed and one daughter Talat Perween, and Saleha Khatoon also died unmarried and thus Syed Nasim Ahmed, Bilquis Jahan, Ghazanfar Ahmad and Talat Parween are the absolute and exclusive joint owners of the property covered under this deed with all right, title and interest and vide order dated 02-11-2013 passed in mutation case No. 615 of 2013-14 they have been paying rent to the state of Bihar under Jamabandi No. 4336 and thus the land owners are lawfully competent to deal the said property as they like.

AND WHEREAS, the Land Owners covenant that the aforesaid landed property is in their exclusive possession with absolute right, title and interest and the same is free from all encumbrances, debts, lien, charges and attachments and in marketable condition and have in themselves good right, full power and absolute authority and

Syed Nasim Ahmad
Bilquis Jahan
Ghazanfar
Talat

For Kamini Homes
Partner

SATISH KUMAR SINGH
NOTARY
Patna, Bihar (India)

10/8/2016

10/8/2016

title to transfer in the whole or part of the said property owned and possessed by them and they came and remained in peaceful physical and exclusive possession over the same as absolute owner.

AND WHEREAS the aforesaid Developer offered to develop and construct the multistoried residential building consisting of Ground + Four Floors. In which the flats are planned at 1st to 4th Floor, Parking space, common toilet and visitor room at ground floor and no construction on the terrace area except provision for water tank or services shaft (Building Description) as per sanctioned plan as mutually agreed upon its own cost. The Multistoried Residential Building Complex namely **"AHMED RESIDENCY"** (hereinafter referred to as "the said Building") on the said property and the aforesaid Owner agreed to acquire 50% of the Super built up area in the form of flats/apartments and parking space in the said building complex as consideration for value of the said land to be conveyed by the Owner to the Developer.

(a) That a registered development agreement with the land owner on 22/29.01.2016, as Deed No. 1268, in Book No.1, Volume No. 30, Pages 131 to 153, CD-4, Serial No. 1372, Token No. 1470, for the year 2016, which was registered at Patna Registry office Patna was executed by the land owner (Syed Nasim Ahmed and others and the Developer Kamini Homes, for the construction of multi storied Residential Building named as "AHMED RESIDENCY". On the above land at Mohalla Chak Damariya, Survey Mauza Chitkohra, P.S. Gardanibagh, District Patna.

(b) That in terms of the said Development Agreement dated 22/29.01.2016 it was agreed to share the entire actual construction area as 50% to the land owner and rest 50/% of the share of the Developer in the aforesaid demised premises/apartment named above.

Syed Nasim Ahmed
Rizwan Ghalib
Talat

For Kamini Homes
Partner

SATISH KUMAR SINGH
NOTARY
PATNA, BIHAR (INDIA)

10/8/2016

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(c) That the developer had applied for approval of sanction plan under section 314 of the Bihar Municipal Act 2007 and the said competent authority has approved the sanctioned layout map, to construct a multistoried building on the aforesaid land known as AHMED RESIDENCY with open space area including service area in which 50% land owner share area in residential space including service area in the to be checked by PMC authorities in the state of the approval of the plan land owner share of residential space given/handed over in the AHMED RESIDENCY situated at Mohalla Chak Damariya, Survey Mauza Chitkohra, P.S. Gardanibagh, District Patna, which is given in schedule A-I of this deed, and the rest of 50% developer share area in residential space including service area.

(d) That the Developer will now be free to sell, lease, rent, agreement conveyance mortgage or to execute any kind of deeds in favour of prospective buyers, if any, the super built up area so allotted to her by virtue of the above share distribution agreement and the land owner will have no claim over it regarding any further amount of consideration or its transfer to any prospective buyers by the developers.

(e) That the land owner will free to sell, lease, rent, agreement conveyance mortgage or to execute any kind of deed in favour of prospective buyers if any the super built-up area so allotted to him by virtue of the above share distribution agreement and the developer will have no claim over it or its transfer to any prospective buyers by the land owner.

(f) That the developer is free to hold and to enjoy the same as absolute owner of her share after construction of building/apartment and the developer is free to get its name mutated over the said flats and to use the same in the manner the developer likes as per schedule II (A).

Syed Nabeem Ahmed
Gardanibagh
Patna

For Kamini Homes
Partner

SATISH KUMAR SINGH
Patna, Bihar

10/8/2016

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(g) That the Land Owner is also free to hold and to enjoy the same as absolute owner of his share after construction of apartment and providing by competent authority, The Land Owners are free to get their names mutated over the said Flats and to use the same in manner the Land Owner likes, as per schedule II (B).

(h) That the Land Owners are also free to hold and to enjoy the same as absolute owner of their share after construction of the apartment and will obtain their own separate electric connection and shall pay the consumption charges to the concerning authorities.

(i) That the land Owners/Developer along with the other purchaser of the said building/apartment shall form a society or the association for proper maintenance of the said building and shall make regular payment of their proportionate share to the said Society or Association and shall abide by the Rules of the said Society/Association.

(j) That after execution of declaration of share distribution of residential complex, Terrace, common area etc. both the parties have further no grievance and are fully satisfied.

Syed Nasim Ahmad
Bilayat Ghalib
Ghalib
Talat

For Kamini Homes
Partner

SCHEDULE-A

ALL THAT, piece and parcel of land measuring an area of Four Katha Eighteen Dhoors equivalent to 6677 Sq. Ft.=15.33 Dec Situated at Mohalla Chak Damariya, Survey Mauza Chitkohara, Pargana Phulwari, Survey, P.S. Gardanibagh, District Patna, bearing Plot Nos.1388 &1389, Khata Nos. 08 and 04, Tauzi Nos. 5118/8494, under revenue Thana No. 17, **Zone-3, Government land valuation List Serial No. 134,** within the Jurisdiction of Sub Registry Office and Sadar Registry Office Patna, which is under Patna Municipal Corporation, Patna and the same is bounded as follows :-

SATISH KUMAR SINGH
Notary
Patna, Bihar

10/8/16

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Khata No.	Plot No.	Area
08	1388	2 Katha 10 Dhurs
04	1389	7 ½ Deci.

BOUNDARY

NORTH : Vacant Land
SOUTH : House of Late Bhuneshwar Prasad
EAST : Gali
WEST : Branch Road

SCHEDULE – (A-I)

The fully complete multi stored building shall be called "AHMED RESIDENCY" situated at Mohalla Chak Damariya, Survey Mauza Chitkohara, Pargana Phulwari, Survey, P.S. Gardanibagh, District Patna, bearing Plot Nos.1388 &1389, Khata Nos. 08 and 04, Tauzi Nos. 5118/8494, under revenue Thana No. 17, **Zone-3, Government land valuation List Serial No. 134,** within the Jurisdiction of Sub Registry Office and Sadar Registry Office Patna, which is under Patna Municipal Corporation, Patna fell in the share of owner share shall be A-I.

Land owner's share (Flat)

FLAT NO.	FLOOR	AREA
102	1st Floor	
103	1st Floor	
201	2nd Floor	
204	2nd Floor	
302	3rd Floor	
303	3rd Floor	
401	4th Floor	
404	4th Floor	

including 50% share in car parking space in basement Common Passage under the building, and under the campus and lift guard room etc.

Syed Nasimuddin
Bhagwanpur
Ghaziabad
Talat

For Kamini Homes
Partner

SATISH KUMAR SINGH

10/8/2016

10/8/2016

SCHEDULE – (A-II)

The fully complete multi stored building shall be called "AHMED RESIDENCY" situated at Mohalla Chak Damariya, Survey Mauza Chitkohara, Pargana Phulwari, Survey, P.S. Gardanibagh, District Patna, bearing Plot Nos.1388 &1389, Khata Nos. 08 and 04, Tauzi Nos. 5118/8494, under revenue Thana No. 17, **Zone-3, Government land valuation List Serial No. 134,** within the Jurisdiction of Sub Registry Office and Sadar Registry Office Patna, which is under Patna Municipal Corporation, Patna fell in the share of Developer shall be A-II.

Developer's share (Flat)

FLAT NO.	FLOOR	AREA
101	1st Floor	
104	1st Floor	
202	2nd Floor	
203	2nd Floor	
301	3rd Floor	
304	3rd Floor	
402	4th Floor	
403	4th Floor	

Including 50% Share in Car Parking Space in Basement, Common Passage under the building, and under the campus and lift guard room etc.

The said developer will be able to constructed the further floor if permitted by the competent authority in future with the 50% is to 50% share of land owner and the developer and 50% share comes in the share of developer including top terrace and common areas under the campus of the AHMED RESIDENCY.

Syed Nasim Ahmed
Bidupur Jakan
Ghaz...
Tal...

For Kamini Homes

SATISH KUMAR SINGH

10/8/2016

IN WITNESS WHEREOF, land Owner and Developer have set their hands on the day and year first above written.

For Kamini Homes

09/8/16

Partner

(Imran Khan)
Partner
For:-Kamini Homes

SIGNATURE OF THE DEVELOPER

Syed Nasim Ahmed

(Syed Nasim Ahmed)

Bilquis Jahan

(Bilquis Jahan)

Ghazanfar

(Ghazanfar Ahmad)

Talat

(Talat Perween)

SIGNATURE OF THE LAND OWNERS

WITNESSES:

As per statement of the Land Owners and the Developer I have drafted the Deed of Share Distribution in 9 pages.

Anwar Alam
Advocate
9/8/2016

(Anwar Alam)
Advocate
D.B.A., Patna

SATISH KUMAR SINGH

10/8/2016