



1332 21-7-2014 500
 श्री राकेश साहय उर्फ दिनेश साहय, पाल 995 सहाय, Deed No. 15327/96.
 रजपुत्र साहय श्री 69441
 न, विकास मेर शर्मा
 नया निबंधन कार्यालय, मुजफ्फरपुर

पृष्ठांकन का सारांश
 दिनांक 22/07/2014 को Rakesh Sahay द्वारा यह दस्तावेज निबंधन हेतु उपस्थापित किया गया। इसमें रु० 226000 मुद्रांक शुल्क एवं रु० 20700 निबंधन तथा खस्य शुल्क का भुगतान किया गया। दस्तावेज ग्राह्य पाया गया। जिन लेख्यकारियों ने गैर सम्बन्धितका निष्पादन स्वीकार किया उनको तथा उनके पक्षधनकर्ता के नाम, फोटो, अंगुलियों के निशान एवं हस्ताक्षर पीछे अंकित है। इसी दस्तावेज सं० 15327 के रूप में पुस्तक सं० 1 की जिल्द सं० 215 के पृष्ठ सं० 247 से 274 तक CD 33 में आज निबंधित एवं कुल 28 पृष्ठों में संधारित किया गया।

दिनांक-22/07/2014

रजकन नं. 18018/2014

निलेश कुमार
 निबंधन पदाधिकारी

DEVELOPMENT AGREEMENT

This Development Agreement is made and entered into at
 Muzaffarpur on this the 22 day of July 2014

Between

1. Sri Rakesh Sahay alias Dinesh, aged about 64 years S/o
 Late Shaileshwar Sahay, an Indian, resident of Mohalla

Rakesh Sahay
 22/7/14
 Asha Vihar Properties Pvt. Ltd.
 22/7/14
 Asha Vihar Properties Pvt. Ltd.



22/7/2014
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District Registry Office, Muzaffarpur

Token Number 16018 Reg. Year 2014 Serial Number 15499 Deed Number 15327

PreType	Name	Photo	Thumb	Index	Middle	Ring	Little
Executant	Rakesh Sahay	☒ Photo	☒ Thumb	☒ Index	☒ Middle	☒ Ring	☒ Little
Sig.							
Presented By	Rakesh Sahay						
Sig.	<i>Rakesh Sahay</i> 22-7-2014						
Claimant	Ashwini Kumar Gupta (Dire.)						
Sig.	<i>Ashwini Gupta</i> 22/7/2014						
Identified By	Shankar Sharan Sinha						
Sig.	<i>Shankar Sharan Sinha</i> S/o Late Tara Nand Pal. 22.7.14						

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DECLARATION AGREEMENT

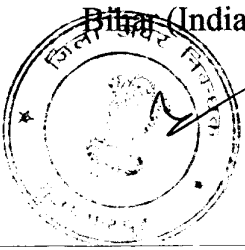
This Declaration Agreement is made and entered into at
Muzaffarpur on this 22nd day of July 2014
I, Mr. Rakesh Sahay, aged about 34 years, son of
Late Shankar Sharan Sinha, an Indian resident of Mohalla

Rakesh Sahay
22/7/14

Rajju Sah Lane, PO.- Ramna, PS.- Mithanpura District Muzaffarpur in the state of Bihar (India), owning a landed property specified in Schedule A (attached herewith and being part of this development agreement) hereinafter, called and referred to as the '**LAND OWNER**' which term and expression shall unless excluded by or repugnant to the context thereof or meaning thereof, shall be deemed to include his legal heirs, legal representatives, executors, administrators, assigns and successors, of the **First Part**.

AND

ASHA VIHAR PROPERTIES PRIVATE LIMITED., a private limited company, registered under the Companies ACT, 1956 in India bearing corporate identity number U70102BR2014PTC021910/2013-14 and Permanent Account No. AAMCA4370J having its registered office located in the house of Shri Ashwini Kumar Gupta, Rajju Sah Lane, P.O.- Ramna, P.S.- Mithanpura, Town and district – Muzaffarpur PIN- 842002 in the state of Bihar (India), hereinafter, called & referred to as '**DEVELOPER**' which expression shall unless excluded by or repugnant to the context or meaning thereof, shall be deemed to include its nominees, assigns, successors in office and representatives, of the **Second Part** and shall be represented through its duly authorized Managing Director, Mr. Ashwini Kumar Gupta aged about 56 years S/O Late Shivnath Prasad, an Indian National, resident of Mohalla, Rajju Sah Lane, PO. Ramna, PS. Mithanpura, Town & District Muzaffarpur, Pin – 842002 in the state of Bihar (India).



Asha Vihar Properties Pvt. Ltd.

Ashwini
22/7/14
Managing Director

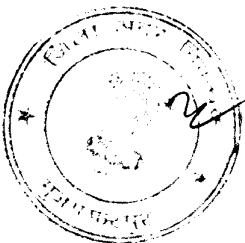
Ramesh Chandra
22/7/14

Witnessed by:-
Shankar Sharan Siroha
S/O Late Tara Nand Pdi.
at Ram bag chauri
P.S.- Mithanpura
Muzaffarpur
22.7.2014

Asha Vihar Properties Pvt. Ltd.
Kew 24TH 11
Managing Director

Queen Mary
24/4/11

- गा० - पवन कुमार
ला० - रामोदपुर
आना - कांशी
दि० २२/७/१५



thereof by the Muzaffarpur Municipal Corporation or by any competent authority under any applicable Act.

4. That there are no statutory claims, demands, Attachments, or prohibitory orders made by the Taxation / revenue authorities or any bank / Financial institution or any Govt. or other Local bodies or authorities concerning or relating to the said property or any part hereof. There is no any dues/ loan against the said property or any part thereof of any Govt. Deptt. Or any Local body or any bank.

5. That there is no notice or case pending before any court or any magistrate regarding the said property.

6. That except the LAND OWNER none else is entitled to or has any share, right, title and/ or interest over and in respect of the said property or any part thereof and the Landowner is not benamidar or Trustee of any one in respect of the said property or any part thereof.

7. That the LAND OWNER has not entered in the past into any agreement for sale or development in respect of the above property or in respect of a part thereof nor have made any arrangement with anyone whatsoever regarding the above property or a part thereof.

AND WHEREAS the party hereof of the first part i.e. the LAND OWNER is interested in getting a multistoried residential complex developed and constructed on the said land through some reputed developer who can develop and construct a residential building complex at its own cost and to receive & acquire a pre-determined built up area in the said building complex in the shape of flats, car parking

Sum. 2277114

Rameshwar
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spaces, common areas & facilities etc. as consideration for the value of a pre-determined part of the said property to be conveyed by the LAND OWNER to the Developer.

AND WHEREAS, the party hereof of the second part i.e. the developer has approached and offered the party hereof of the first part i.e. the LAND OWNER to develop the said property and to construct a residential building complex at developer's own cost / fund and its own risk and responsibilities and as consideration for the value of a pre-determined part of the said property to be conveyed by the landowner to the developer and the Landowner to receive & acquire a pre-determined built up area in the said building complex in the shape of flats, car parking spaces, common area & facilities etc. to which the party hereof of the first part i.e. the LAND OWNER consented.

AND WHEREAS after due negotiations between the aforesaid parties i.e. the Landowner of the first part and the Developer of the second part and on the representation and declarations made by the LAND OWNER & Developer it has been decided that a multi storey residential apartment named as 'ASHIRWAD' will be erected and will be built up by the party of the second part i.e. Developer with plan approved by MRDA (Now Muzaffarpur Municipal Corporation) in accordance with Bihar Municipal Act 2007 at Muzaffarpur, Bihar Regional Development Authority Act 1981 and rules made therein including Bye-Laws, as per rule of National Building Code of India, BIS & ISI standards etc and The Bihar Apartment Ownership Act, 2006 rule and bye-laws made therein and the 'LAND

Asha Vihar Properties Pvt. Ltd.

Managing Director 22/4/14

22/4/14



OWNER' agreed to receive & acquire 45% (Forty five Percent) of the flats, Car parking space & common area facilities etc. of the said building complex as consideration for the value of 55% (Fifty Five Percent) of the landed property to be conveyed by the LAND OWNER to the Developer after completion of construction of the building project.

AND WHEREAS the party of the First part appointed an architect and the said architect prepared the plans, drawing, maps and elevations of the said multi-storeyed residential building complex and the specifications of the work to be done and the materials as per building bye- laws of The Bihar Municipal Act, 2007 The Bihar Regional Development Authority Act, 1981 and The Bihar Apartment Ownership Act, 2006 with its rules and regulations made therein and have been properly approved and sanctioned by the authorized architect of Muzaffarpur Municipal Corporation in accordance with the building bye-laws applicable in the state of Bihar.

NOW IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

- (i) That the party of the ~~second~~ part i.e. the developer will build the multi-storeyed residential apartment in accordance with the approved structured map, drawings, specifications, designs more fully and particularly described in Annexure II hereunder and forming part of this agreement.
- (ii) That the investment thereon in constructing the aforesaid multi-storeyed residential building



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complex will be borne exclusively and only by the party of the second part i.e. Developer.

- (iii) That the party of second part i.e. developer hereby undertake to commence the construction within one month from the date of handing over the land by the Landowner and will complete the said construction on or before the expiry of two years from the date of handing over of land with Six Months as the period of grace.

- (iv) That the party of the first part i.e. 'LAND OWNER' has agreed to accept and the party of the second part i.e. the DEVELOPER has agreed to give 45% of the residential flats, 45% of parking space and common areas & facilities in consideration of 55% of the landed property of the land owner herein after known as OWNER'S PORTION and the remaining 55% of flats and 55% of parking space and common areas and facilities falling to the share of the developer and shall hereinafter be known as 'DEVELOPER'S PORTION, which shall be deemed to be adequate consideration for the conveyance of right, title and interest in the proportionable portion of the said portion of the said property of the LAND OWNER.

- (v) That the ownership of the landed property shall continue to remain with the party of the first part i.e. the LAND OWNER till the construction of the building complex is complete as per plan, to

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Managing Director 22/7/14

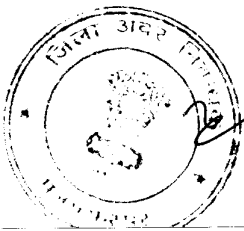
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the satisfaction of the party of the first part i.e. the LAND OWNER.

- (vi) That both the party of the first part i.e. landowner and the party of the second part i.e. Developer agree that after the completion of the building complex as per plan and to the satisfaction of the party of the first part i.e. the LAND OWNER, both the parties i.e. of the first and second parts will be the absolute owners of their respective shares as mentioned in forgoing para (iv) of this agreement and as per the rules of the Bihar Apartments Ownership Act 2006. In Annexure I the share of the party of the first part i.e. the LAND OWNER and the party of the second part i.e. Developer have been fully described mentioning the Flat nos., which forms the part of this development agreement.
- (vii) That the party of the second part i.e. the Developer will Pay the amount to the party of the 1st part spent by him on preparation of the map, plans, sanction of plan from MRDA (Now Muzaffarpur Municipal Corporation) and revenue and registration fee for the registration of this development agreement etc. will also be borne exclusively by the party of the second part i.e. the 'Developer'.
- (viii) That both the parties have agreed that except fore-majeure, if the party of the second part fails to complete the said building complex within the stipulated period as per in the foregoing

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provisions herein including the grace period, the party of the second part i.e. the developer shall pay liquidated damages to the party of the first part i.e. the LAND OWNER at the calculation of Rs. 5000/- (Five Thousand Only) per month on one-time payment for first six months and then for subsequent months @ Rs.7500/- (Seven Thousand Five Hundred Only) per month till the completion of the said development of the building till next 12 months. Failing further, the party of the first part i.e. the LAND OWNER will be on liberty and the party of the first part shall has got the option to get work done/ completed from the market at the cost and risk of party of the second part. Delay on account of THE PARTY of the first part i.e. the LAND OWNER on any reason will not be counted as delay for the purpose of liquidated damage from the party of the second part.

- (ix) That the party of the first part i.e. the LAND OWNER shall allow free ingress to and egress from the premises to the party of the second part's workers, employees, sub-contractors, if any, and all other persons, authorized by the party of the second part who are necessary in connection with carrying out of the construction works under the agreement.
- (x) That the party of the first part 'the LAND OWNER' or his representatives, shall be entitle to inspect the progress of the construction work and

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22/04/14
Managing Director

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material used for the construction and he will be entitle to point out to the architect any defects in the construction work, quality of workmanship or material used when such defective work is in progress or being executed or such material is brought on the site. The party of second part i.e. the Developer have to rectify at their own cost the defect in the said construction work or remove such defective materials and the same shall be rectified or removed by the party of second part i.e. the Developer after discussions with the architect as directed by the party of the first part i.e. the LAND OWNER.

(xi) That the party of the second part i.e. the Developer will arrange for the registration of the Development Agreement between the parties i.e. the party of the first part i.e. the LAND OWNER and the party of the second part i.e. developer during first available opportunity with the Registrar, Government of Bihar and the cost so arrived will be borne fully by the party of the second part i.e. the developer.

(xii) That the party of the second part i.e. The developer shall indemnify the party of the first part i.e. The LAND OWNER in respect of all claims, damages, compensation of expenses payable in consequence to any injury or accident sustained by to any employee, workman, artisan, nominee, invitee or other person while in or upon the said premises or property whether in the



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employment of the developer or not while in or upon the said property and during the period of construction of the said building thereon. The party of the second part i.e. The developer shall also be responsible for any damage to buildings, whether immediately adjacent or otherwise and any damage to roads, streets, footpaths, bridges or ways as well as all damages caused to the buildings, and work forming the subject to this contract by frost, rain, wind or other inclemency of weather.

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Managing Director 22/7/14

(xiii) That the party of the first part i.e. The LAND OWNER hereby permits the party of the second part i.e. the Developer to do, if required, all acts, deeds, matters things subject to the provisions of the agreement and in accordance with the norms and byelaws of Muzaffarpur Municipal Corporation in accordance with Bihar Municipal Act, 2007 and rules made therein, The Bihar Regional Development Authority Act 1981 and the Bihar Apartment ownership Act, 2006 with its rules and regulations made therein.

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(xiv) That the developer shall be entitled to give applications to the concerned authority for obtaining electrical , water and other connections etc.

(xv) That subject to the conditions of this development agreement, the developer shall be entitled to accept writ services or any writ summons and other legal process or notice and to

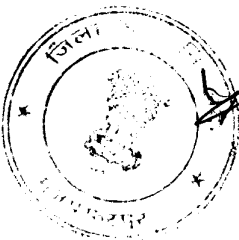


appear and represent the party of the First part in any court or before Magistrate, judicial tribunal and other tribunals in connection with development of said property and to commence or file suits, actions or other legal proceedings in any court or before any public officer/ tribunal relating to the development of the said properties or parts thereof and for any purposes aforesaid to sign execute and deliver and file necessary Vakalatanama, claims, complaints applications, affidavit, petition and other documents, papers and writing the cost of which shall be borne by the party of the second part i.e. The developer.

(xvi) That in case of any legal proceedings in any court or tribunal or forum under law, the party of the second part i.e. the Developer shall take all measures to protect the title, interest and rights of the party of the first part i.e. the LAND OWNER and reasonable advice of the party of the first part i.e. LAND OWNER in this regards shall be obtained by the party of the second part i.e. The developer.

(xvii) That the party of the second part i.e. The developer will appoint architects, surveyors, engineers, sub-contractors and other persons with view to ensuring expeditious development and construction but cannot assign this development work to any other developer.

(xviii) That both the parties of the first part i.e. LAND OWNER and of the second part i.e. Developer



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will have independently and separately right to allot apartments/ flat/ car parking to their prospective purchasers in the aforesaid construction only to the extent of their share as described in **Annexure-I** annexed with this agreement. The parties i.e. the LAND OWNER & the Developer will also be entitled to take payments and to enter into/ execute Mahadanama i.e. Agreement to sale with their prospective allottees/buyers and to get them duly registered including mortgage their respective share with the financial institutions for enabling the said allottees to obtain loan against their allotted apartment/ flat/ car parking etc. in respect of their portion. After completion of the project both the parties will become absolute owner of their respective share and will sign deed of conveyance and get them duly registered to the extent of their respective share.

- (xix) That the cost of lift, installation of noise free appropriate generator will be borne by the party of the second part i.e. the Developer. Whereas the party of the second part will maintain the said apartments for three month and thereafter successfully handover to the constituted Association of Apartment's flat owners for further maintenance as per agreement in the society so formed. The party of the second par shall help to form Association and the said society as per Bihar the Apartment Ownership

Asha Vihar Properties Pvt. Ltd.

[Signature]
22.7.14
Managing Director

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22.7.14



Act 2006 and rules made therein. However the building and its fittings and fixtures will be maintained for one year by the party of second part i.e. the Developer.

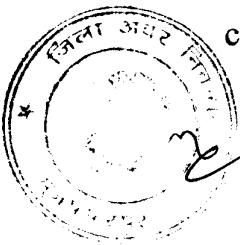
(xx) That the party of the first part i.e. the LAND OWNER, hereby undertake not to sale, dispose of, alienate with the possession of the said landed property or part thereof save and except allowing and permitting the party of the second part i.e. the developers to development of the land property in accordance with the terms and conditions of this agreement.

(xxi) That it is agreed that all costs, charges and legal expenses of and incidental to this development agreement including the stamp duty, court fee, registration charges etc, shall be borne and paid by the party of second part i.e. the Developer.

(xxii) That the party of the second part i.e. the Developer strictly comply and follow with the approved provisions of certified architect, Muzaffarpur Municipal corporation in accordance with Bihar Municipal Act, 2007 and rules made therein, The Bihar Regional Development Authority Act 1981, the Bihar Apartment Ownership Act, 2006 and all other applicable Acts, with its rules and regulations & notifications made therein in relation to constructions of the intending building complex and the party of the second part will provide all civil including structural, electrical, plumbing,

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Managing Director

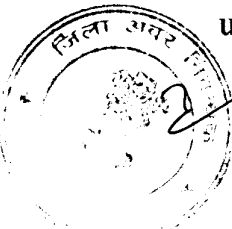
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fire fighting, lifts, sanitary work including waste water management, overhead tank provisions for water supply, 24X7 hours, water pump with auto on and shut down, sewerage arrangements, etc. as per specification and amenities set out in the approved plan and agreed with the party of the first part. The details are mentioned in Annexure-II.

(xxiii) That it has been agreed that in case at any time in future, construction of any additional/ built up area on the said premises is permitted by Muzaffarpur Municipal corporation in accordance and/ or by any other applicable law or by any other authority in accordance with law agreed upon between the party of the first part i.e. the LAND OWNER and the party of the second part i.e. the Developer and is construed by the party of second part i.e. the Developer the same will be mutually shared between the party of the first part i.e. LAND OWNER and the party of the second part i.e. the Developers subject to same terms and conditions.

(xxiv) That it has been agreed that the party of the first part i.e. the LAND OWNER shall bear and pay all outstanding/ charges and dues of whatever nature, due and payable in respect of the aforesaid properties in the schedule including ground rent, property tax, electricity charges, municipal dues tax and other outstanding charges up to date of agreement. However if any tax like



Service Tax etc is imposed by the Government time to time on the Land owner, it would be paid by the party of the first part i.e. the Land Owner. Thereafter, (from the date of this agreement) all rent, taxes, charges fees, fines, etc shall be borne by the party of the second part i.e. the Developer. And the party of the second part i.e. the Developer will indemnify the party of the first part the LAND OWNER against the same there after.

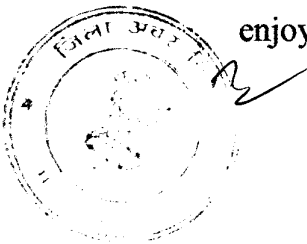
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Managing Director

(xxv) That both the parties, the party of the first part i.e. the LAND OWNER and the party of the second part i.e. the Developer agree that any betterment charges, cess, rent, municipal tax or any levy etc. imposed by Muzaffarpur Municipal corporation or any other public body or the Government, for development/betterment of the area in which the said premises is located or any other levy becomes applicable during the currency of this agreement on the said premises or the building thereon, then the same shall be borne by the party of the first part and the party of the second part jointly in the proportion of built up area in newly constructed multi-storeyed building complex.

22/7/14
Owner

(xxvi) That it has been agreed that the party of the first part i.e. LAND OWNER and/or his nominees/ allottees, successors, assigns, or transferees will have the same right, title, and interest to use and enjoy all common areas and facilities (as defined



in the Bihar Apartment Ownership Act., 2006) of the building complex as the party of the second part i.e. Developer.

(xxvii) That it has been agreed that the party of the first part i.e. the LAND OWNER and/ or his nominees, successor, allottees, 'transferees' will also be entitled to equitable undivided proportionate share in the lands as the party of the second part i.e. the Developer and its nominees.

(xxviii) Settlement of Disputes and Arbitration:

All disputes or differences, whatsoever, arising between the parties out of or relating to the construction, meaning and operation or effect of the agreement or the breach thereof, shall be settled by arbitration in Muzaffarpur. The number of arbitrators shall be three, to be appointed and nominated in the manner following:

(a) One arbitrator shall be appointed by the party of the first part i.e. the LAND OWNER

(b) One arbitrator shall be appointed by the party of the second part i.e. the Developer

(c) And such appointed arbitrators shall jointly appoint the third arbitrator who shall act as the presiding arbitrator.

The award made in pursuance thereof shall be binding on the parties. The Arbitration fee will be equally shared by party of the first part and the party of the second part.

(xxix) That this agreement shall not ever be deemed to constitute a partnership of any sort between the

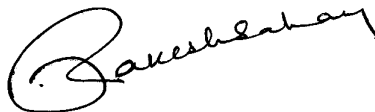


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parties hereto and there is no principal agent, employer and employees relationship, too between the party of the First part and party of the second part.

IN WITNESS WHEREOF the parties hereto of the first part and of the second part, have duly executed and signed these presents duly on the day, month and year first above written.

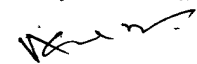
Signed and delivered by the party of the first part i.e. the LAND OWNER.



Signed and delivered by the party of the second

Part i.e. the Developer. M/S Asha Vihar Properties Private Ltd. Muzaffarpur through its Managing Director.

Asha Vihar Properties Pvt. Ltd.

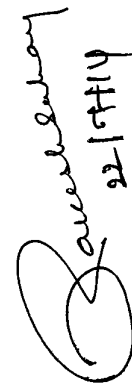

Managing Director

WITNESS : 1. Shashank Sharan Sinha
22/7/2014

2. पवन कुमार
22/7/14



Asha Vihar Properties Pvt. Ltd.
22/7/14
Managing Director


22/7/14

SCHEDULE – A

SCHEDULE OF PROPERTY

A piece of Land within the limits of Muzaffarpur Municipal Corporation situated and lying in Mohalla-Mohammadpur Kazi, Rajju Sah Lane, Ramna P.S. Mithanpura Revenue Thana No. 344 in the town and district of Muzaffarpur in ward No- 35 (survey ward No 24) bearing following other descriptions:-

<u>R.S. Khata No</u>	<u>R.S. Plot</u>	<u>Area</u>
344	124	6973 Sqft.
	Ka	or 15.85 Decimals.
	Kha	
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Boundary:-

North – Uma Kahnani

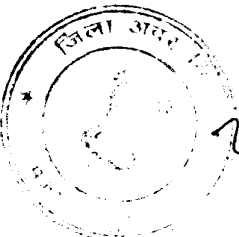
South – Sushil Kumar, Sunilkumar, Anil Kumar

East – Rajju Sah Lane (Municipal Gali)

West – Uma Kahnani

Type of Land is Main Road, Residential

Total value of the land – Rs. 1, 13, 00,000/-



Asha Properties Pvt. Ltd.
22/07/14
Managing Director

22/07/14
Managing Director

Annexure- I

The schedule of property sharing between the first party
Owner's and second party Developers:

Owner's Portion:-

<u>Flat Number</u>	<u>Built up Area of flat</u>
Flat No.104	950 sq.ft.
Flat No.201	1263 sq.ft.
Flat No.202	1472 sq.ft.
Flat No.203	1073 sq.ft.
Flat No.301	1263 sq.ft.
Flat No.402	1472 sq.ft.
Flat No.403	1073 sq.ft.
Total	8566 sq.ft.

Asha Vilkar Properties Pvt. Ltd.
22/11/14
Managing Director

Ravindra S. S. S.
22/11/14

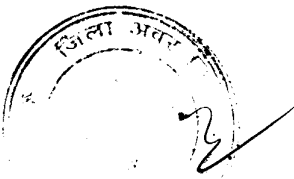


Developer's Portion:-

<u>Flat Number</u>	<u>Built up Area of flat</u>
Flat No.101	1263 sq.ft.
Flat No.102	1472 sq.ft.
Flat No.103	1073 sq.ft.
Flat No.204	950 sq.ft.
Flat No.302	1472 sq.ft.
Flat No.303	1073 sq.ft.
Flat No.304	950 sq.ft.
Flat No.401	1263 sq.ft.
Flat No.404	950 sq.ft.
Total	10466 sq.ft.

Asha Vihar Properties Pvt. Ltd.
22.7.14
Managing Director

22.7.14
Managing Director



Annexure- II

SPECIFICATIONS

Type of structure: Earthquake resistance RCC frame structure with 10" thick outer & 5" thick internal brick wall.

Internal wall Finish: All internal walls will be cement plaster, double coat putty application and finally painted with plastic paint.

External wall Finish: All external walls will be cement plaster, double coat putty application and finally painted with all-weather paint.

Living/dining/lobby/master bedroom/bedrooms/Flooring:

Vitrified ceramic tiles (2'X2') and matching skirting in all rooms with optional provision of wooden laminated flooring (2'x2') with matching skirting in only one master bedroom on difference payment and prior confirmation of extra charges for the same by the prospective occupant.

Drawing/Dining/living/ and lobby- plastic emulsion paint over putty punning.

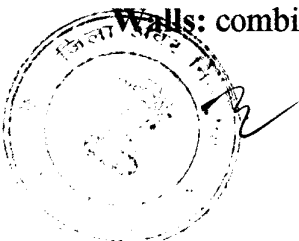
Doors and windows: Internal Frame (Chaukhat) in teak hardwood frame and ISI marka flush door with mica top from both side. External window shutter frame of powder coated glazed aluminium with glass shutter.

Toilets:

Walls: combination of glazed tiles up 7' height.

Asha Vilhar Properties Pvt. Ltd.
22-7-14
Managing Director

22-7-14
22-7-14



Floor: Antiskid tiles.

Fittings/ fixtures: white vitreous chinaware English WC with low level cistern; Flexi hand jet of water, wash basin , all taps, shower fitting of standard brand like jaguar etc. for hot and cold water, only in bath system. Hot and cold water fitting may be provided on extra payment in basin, kitchen etc.

Kitchen:

Wall : ceramic tiles up to 3' from slab and above tiles, oil bound distemper.

Floor: Antiskid tiles

Working counter: Final polished granite

Fittings/fixtures: Stainless steel sink with drain board with CP fittings.

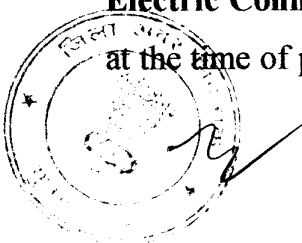
Modular kitchen: fittings with electric chimney and exhaust fan. On demand extra cost and extra price payment by the prospective occupants.

Electrical: All internal Electrical with multi strand copper wiring in concealed PVC conduits. Wiring will be concealed and suitable for 3 phase supply in accordance with rules and regulation of Bihar State Electricity Board in force at that time. If Bihar Electricity Board need to erect transformer the same may be applied for with decision from Bihar state Electricity Board.

Electric Connection/ Meter: Extra cost as per requirement at the time of possession in individual allottee's name and

Asha Vihar Properties Pvt. Ltd.
22/7/14
Managing Director

22/7/14
22/7/14



all meter will be separate in each flat with discussion and permission form Bihar State Electricity Board.

One cable/Disk TV (without connection)and one Telephone point (without connection) will be provided in drawing/dining/living area in each flat.

*15 amp power point will be provided in all rooms and drawing/dining/living/ area for A.C or cooler or heater.

And in each toilet, kitchen, each room will have one fan point, one tube point, one light point and one 5 amp plug point at common wall of bedrooms & two near bedside, with one foot lamp point in all rooms.

Power Back up : 100% electric power back up for common areas, i.e. lifts, street lights, parking area etc one Fan, one Light in each room and kitchen and one fridge, one KVA power backup in each apartment

Water Supply :Two submersible pump operated on mains and generators to run 24x7 hours water supply from tube well to overhead tank with auto 'ON & 'OFF' sensor running of water motor through pump to overhead tank. Hot and cold water supply GI/PPR fitting (without geyser) in toilet, kitchen.

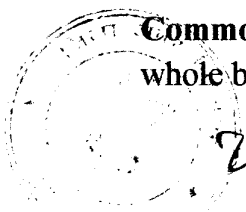
Overhead tank and provision of R.O. water connection point in kitchen. Provision for solar system for the supply of Hot water to the flats on demand and extra cost and price payment.

Lifts : One six person lift.

Common area Lighting : Adequate lighting for the whole building premises with solar/generator backup.

Asha Vihar Properties Pvt. Ltd.
22-7-14
Managing Director

22/7/14
22/7/14



Terrace : Waterproofed and heat proofed with provision of terrace garden and garden night lamp points

Intercom/CC CAMERA: EPABX point (one) will be in drawing/living room of each apartment. CC Camera will be installed for security purpose.

Generator: Noise free generator up to ~~One~~ KW power back up in each flat.

Cup Boards: Wood work with teak veneered/mica finish on extra payment.

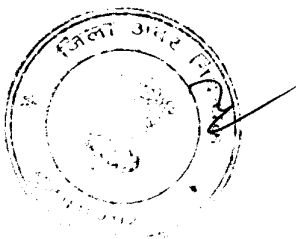
Note: Above technical specification may change as per advice of architect or technical consultant and as per rule with due consultation with the First party owners. The promoters will have right to implement the changes if any, in the working drawing of the building. In case of the any change to be done at the request of the individual flat owner it will be done at extra cost. Drawing/ map will be displayed at the working site at the appropriate location.

Asha Vihar Properties Pvt. Ltd..
22-7-14
Managing Director

22/7/14

Certified that this deed has
been prepared by me.
Munna Kumar L. No. 11/2002
at Panklatoli Muzafarpur.

Dated - 22-7-2014 -



Endorsement of Certificate of Admissibility

Admissible under Rule 5 : duly Stamped (or exempted from or does not require stamp duty) under the Indian Stamp Act, 1899, Schedule I or I-A, No. '05'. Also admissible under section 26(a) of the B. T. Act.

Stamp duty paid under Indian Stamp Act Rs. 226000/-
Addl. Stamp duty paid under Municipal Act Rs. 0/-

Amt. Paid By N.J Stamp Paper Rs. 500/-
Amt. paid through Bank Challan Rs. 246200/-

Registration Fee										LLR + Proc Fee		Service Charge	
FEE PAID	A1	0	C	0	H1b	0	K1a	0	Lii	0	LLR	0	700
	A8	0	D	0	H2	0	K1b	0	Liii	0	Proc.Fee	0	
	A9	0	DD	0	I	0	K1c	0	Mb	0	Total	0	
	A10	0	E	20000	J1	0	K2	0	Na	0			
	B	0	H1a	0	J2	0	Li	0					
	TOTAL-									20000			
Total amont paid (Reg. fee+LLR, Proc+Service Charge) in Rs. -										20700			

Date: 22/07/2014

Registering Officer
Muzaffarpur

Endorsement under section 52

Presented for registration at Registration Office, Muzaffarpur Sadar on Tuesday, 22nd July 2014 by Rakesh Sahay Shaileshwar Sahay by profession Agriculture. Status - Executant

Signature/L.T.I. of Presentant

Date: 22/07/2014

Registering Officer
Muzaffarpur Sadar

Endorsement under section 58

Execution is admitted by those Executants and Identified by the person (Identified by 'Shankar Sharan Sinha' age '45' Sex 'M', 'Taranand Pd.', resident of 'Rambag Ps-Mithanpura Muz.'), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

Date : 22/07/2014

Registering Officer
Muzaffarpur

Endorsement of Certificate of Registration under section 60

Registered at Registration Office Muzaffarpur Sadar in Book 1 Volume No. 215 on pages on 247 -274 , for the year 2014 and stored in CD volume No. CD-33 year 2014 .The document no. is printed on the Front Page of the document.

Date : 22/07/2014

Registering Officer
Muzaffarpur

Token No. : 16018

Year : 2014

S.No. : 15499

SCORE Ver.3.0

Deed No. : 15327

Sch. XIV—F. No. 180V.

वि० न० प्रेस, गया ।

रखीद मालगुजारी ।

करद मालका/करद रयती ।

बास सकल । नाम मोजा मय

नाम रयत मय वलियत जमाबन्दी

बानो वीराना नम्बर ।

सकल । नम्बर ।

मिर्जा H & M 48/11/11 श्री राकेश साहय उपाधीन 90625
अराजी नगरी अराजी आदारी तफसील हिसाब अमान अदारी

६१६३ काल पर ०१५-२५ ई.
बोत का सालाना मांग मय तफसील (बकाया वी हाल) मौजूदा साल का ।

बांग बाबत	सालाना	बकाया				हाल
		तीन वर्ष से ज्यादा ।	३रा वर्ष ।	२रा वर्ष ।	१ला वर्ष ।	
माल- (नगदी)	२०१०-११					२००
गुजारी (भावली)	१-२५					१२५
सेस	१-५०					१२५
सूद	१-५०					१२५
मुतफरकात	१-५०					१२५
मीजान	१२-२५					१२-२५

तफसील अदायकारी ।

अदायकारी बाबत	सालाना	बकाया				मोताबला हाल ।	फाजिल
		तीन वर्ष से ज्यादा ।	३रा वर्ष ।	२रा वर्ष ।	१ला वर्ष ।		
माल- (नगदी)	२०१०-११					२००	
गुजारी (भावली)	१-२५					१२५	
सेस	१-५०					१२५	
सूद	१-५०					१२५	
मुतफरकात	१-५०					१२५	
मीजान अदायकारी	१२-२५					१२-२५	

(१) मीजान कुल (लफजा में)

(२) नाम दोहन्दा

(३) कुल बकाया

४६०९
२०१०-११
दस्तखत वो तारीख अमला तहसील कुनिन्दा ।

*बास महाल का बकाया मालगुजारी पर (सेवाय ऐसे बकायों पर जिन पर कि सर्टिफिकेट जारी हो) सूद नहीं लिया जाता है ।

२१/११/११ ४६०९
२०१०-११

मीर्जा साहय
०६/११/११

1713110

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1713110

17.3.10

2 The Hon'ble Permanent Lok Adalat, Muzaffarpur
P. Civil Case No-58/2010
Rakesh Sahay & Dinesh -- Petitioner
vs Radeep Sahay & Bihari -- O.P.s

16.2.10

उत्तरपक्ष की हजरी है।
विपक्षी की ओर से कथितनामा दायित्व किया
गया मान में उत्तरपक्ष की ओर सौंपे - पर
पहुंचान से संबंधित कागजात की जांच
कॉपी एवं ज्ञान शपथ पर परीक्षण दायित्व
किया गया उत्तरपक्ष अपने विज्ञान शपथ
के साथ उपस्थित हुए। आवेदन (कैसा महान
उद्देश्य) एवं विपक्षी प्रतीत महान उद्देश्य
विपक्षी का सुलभनामा आवेदन के समर्थन में
ज्ञान शपथ - पर परीक्षण पर साक्ष्य एवं
हुका / साक्षी मुफ्त दिए गए। आगे के
वै एवं सौंपे - आवेदन का अवलोकन किया।

समाप्त



Ades
10-10

17.4.10

कमरा
16-2-10

उत्तरपक्ष का मॉडल 69 से 1 नं
वाक्य में सुलह की बात भी गई
है एवं उन्हें सुलहनामा आवेदन के
आव्याप पर पंचायत वकालत में कोई
आपत्ती नहीं है तथा उत्तरपक्ष का
पहचान उनके विद्वान अधिवक्ता द्वारा
किया गया है।

अतः उत्तरपक्ष द्वारा दिखे गए
साक्ष्य में सहमती एवं सुलहनामा आवेदन
के आधार पर वाद का निष्पादन किया
जाता है। सुलहनामा आवेदन पंचायत का
अंश माना जाएगा। वाद-पत्र एवं
सुलहनामा आवेदन में वर्णित सभी
तथ्य उत्तरपक्ष एवं अधिवक्ता में अंक
सही उत्तराधिकारियों पर प्रतिबोध
होंगे।

उत्तरपक्ष विद्या सभा के पक्ष में
मालगुजारी का अंगतन का दाखिल
खर्च काले को स्वतंत्र होंगे।

Shri. Sinha
16/2/10

तदर्थ
न्यायिक अधिकारी

S. C. Jindal
न्यायिक अधिकारी



15/3/10
10/12

Compared by
Jadhav
17-3-10

Verified to be true & correct
attested by the Act 1872
Read Clerk
-11 Courts

The Court Permanent Lok Adalat, Muzaffarpur

P. Civil case no-58/10

Before,

Permanent Lok Adalat
Muzaffarpur.

Humble petition u/s 22 of legal service authority act 1987

Prelitigative Partition Case No..... of 2010

Rakesh Sahay (Alias Dinesh)
S/o-Late Sailashwar Sahai
Rajju Sah lane Ramna
P.S.-Town, Sub-Registry office, Muzaffarpur
Munsifi East, Muzaffarpur, District-Muzaffarpur

Petitioner

Versus

Sri Pradeep Sahay (Alias Bihari)
S/o-Late Sailashwar Sahai
Rajju Sah lane Ramna
P.S.-Town, Sub-Registry office, Muzaffarpur
Munsifi East, Muzaffarpur, District-Muzaffarpur

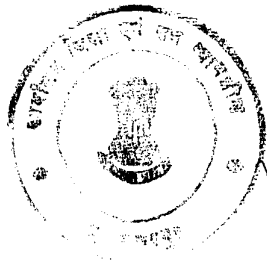
Opposite Party.

The above named petitioner
begs to state as

Follows:-

- 1- That a G.T. appended at the foot of this plaint is would show the relationship between the parties.
- 2- That from the said G.T. Would appear that petitioner and Opposite party are brothers.

Documentary



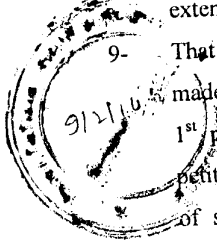
3- That the land of schedule 1st property of this plaint was also acquired by their father namely Dr. Saileshwar Sahai vide registered sale deed 5634, dated-06-06-1959, executed by Babu Tarkeshwar Prasad Singh, Babu Saileshwar Prasad Singh and Babu Muneshwar Prasad Singh after obtaining consideration amount Rs. 11500 and they had delivered possession in favour of vender.

4- Said acquired ancestor land was mutated in the name of father of Petitioner who had paid rent in favour of State of Bihar. After the death of father petitioner and opposite party have jointly paid rent in favour of state of Bihar vide jamabandi No. 904 Zild No.-2 till financial year 2009-2010.during the time of revisional survey said acquired land also recorded in the name of petitioner's father namely Dr. Saileshwar Sahai recorded as a Tenant bearing khata no. 344. S.P.no. 124,K, Kh, G and Gh. Total area 1010 hectare equivalent to 5 katha 16 dhur within municipal corporation Muzaffarpur bearing ward no. 24 during the life time of father of petitioner, residential house was constructed and petitioner and opposite party were jointly resided there. It is essential to mention here that petitioner and opposite party are residing on schedule 1st property without having any due regard of their share but on the basis of dilapidated ^u house holding bearing n. 167, A was recorded in the name of opposite party and 167 was recorded in the name of petitioner and they were paid rent to the municipal corporation. It is evident that partition between the legal heir of late Dr. Saileshwar Sahai metes and bounds as yet has not been made between the petitioners and O.P.

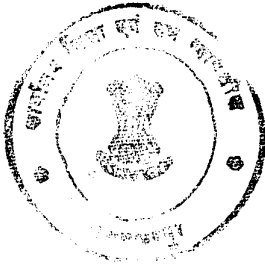
Petitioner wants to construct house over schedule 1st property on own share and he is feeling difficulty to enjoy the use of the land of their share as such the petitioner wants to partition to avoid the future litigation and proper care his own share of schedule 1st property.



- 6- Petitioner went to the Musharii Anchal and approached the halka Karmachari for separate mutation of his share for obtaining bank loan for construction of house over the share of schedule 1st Property then halka karmchari stated that without authentic partition document no mutation made separately .
- 7- That the petitioner several time requested the opposite party for amicably partition of schedule 1st land either family arrangement or registered partition but opposite party is avoiding on one pro tex on other and did not become ready to do the same and hence the petitioner has no alternative except to file this prelitigative partition case and hence the necessity of this case.
- 8- That the share of petitioner out of schedule 1st land of pliant is the extend of ½ share and remaining ½ belonging to the opposite party.
- 9- That the cause action arose to the petitioner on several date of demand made by the petitioner to the apposite party for partition of schedule 1st property lastly on 19-01-10 when the last demand was made by the petitioner to the opposite party for partition on the basis of conciliation of schedule 1st property and refusal of the same by the apposite party in village Mohammadpur kazi Rajju Sah lane, Ramna, P.s.-Town, sub registry office Munsifi & district Muzaffarpur which is within the jurisdiction of this permanent Lok Adalat where the schedule 1st property land lies.
- 10- Value of this suit properties including dilapidated house for the purpose of pecuniary jurisdiction is Rs. 9 lakh and the value of the petitioners ½ share is Rs. 4 lakh 50 thousand but u/s 21 of legal services Authority act 1987 in case of prelitigative partition payment of court fee does not arise in Permanent Lok Adalat.
- 11- The Petitioner seeks the following Relief.



Sanjay

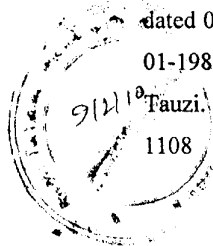


RELIEFS

- A. That upon consideration of facts mentioned above the Permanent Lok Adalat has pleased to pass award for partition and separation ½ share of petitioner out of schedule 1st property from the opposite party.
- B. That the petitioner is ready to settle his dispute through the Permanent lok Adalat on the basis of conciliation u/s 22 C(7) of legal services authority act 1987.
- C. That any other relief to which the petitioner be found entitled may be granted.

SCHEDULE 1ST PROOPERTY

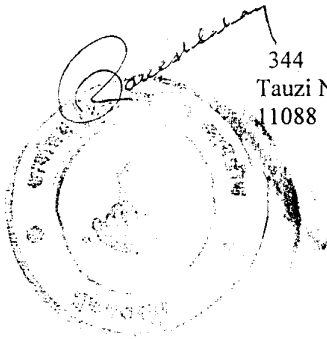
Discription of suit property situated in Rajju Sah lane Ramna, Thana Musharii Thana no. 344, Sub registry office and district Muzaffarpur which was acquired by the father of petitioner through registered sale deed no. 5634 dated 06-06-1959 and R.S. Khatian was also recorded and published on 17-01-1981 in favour of father of petitioner so it is ancestral property.



Khata No.	S.P.No.	Area	Boundary
old-718	old-3298	5 katha 16 dhur	N-Uma Kahnani
	3297		S-Amgola Road
			E- Rajju Sah Lane
			W-Uma Kahnani
			& Raju Mahto

After revisional survey New Khata no & S.P.No. also prepared as followed and same is treated as new khata no S.P.No.124, K,Kh,G, And Gh., & ward no. 34 containing Holding no.344 167 &167(a) in which dilapidated house situated jointly of petitioner and opposite party

Mushari Thana No	Khata No.	S.P.No	Area
	New	New	
344	344	124	6 Kathe 6 dhur
Tauzi No.		K,	equivalent to 1010
11088		Kh,	hectare or 11110 squire
		G,Gh	feet.



30766
17/3/10

17/3/10

17/3/10

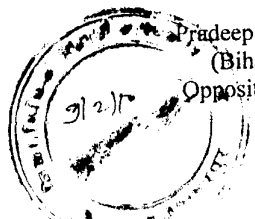
17/3/10

17.3.10

G.T.

Late Saileshwar Sahay

Rakesh Sahay
(Dinesh)
Petitioner



Pradeep Sahay
(Bihari)
Opposite party

G.T.

I. Rakesh Sahay, Alias Dinesh S/o- Late saileshwar sahay at Rajju Sah lane Ramna, P.S.-Town, District Muzaffarpur do hereby say that comments of this plaint has been read over and explained to me in Hindi which are true and correct to best of my knowledge and belief.

Verified, this the day of.....2010 at Muzaffarpur civil Court Campus.

Read & found correct

Rakesh Sahay alias Dinesh
30.1.2010
Signature of Plaintiff(Petitioner)

S. Pradeep Sahay
Advocate.
8/2/10



Compared by Dinesh
17-3-10

CERTIFIED TO BE TRUE COPY
Section 76 Act 1971
17.3.10
Notary Seal

17/3/10
km

the court permanent Lok Adalat,
P. Civil Case No- 58/10 Muzabbi Puz



समक्ष,

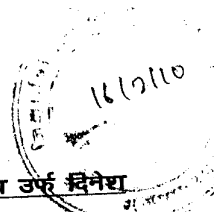
स्थाई लोक अदालत
मुजफ्फरपुर।

पूर्व विभाजन वाद केश संख्या-.....58...../2010

राकेश सहाय उर्फ दिनेश.....आवेदक

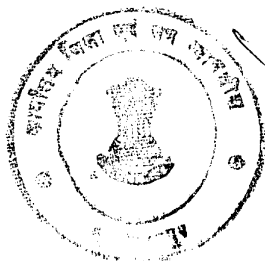
बनाम्

श्री प्रदीप सहाय उर्फ बिहारी.....विपक्षी



शपथ-पत्र (मुख्य परीक्षण) आवेदक राकेश सहाय उर्फ दिनेश

1. यह कि मैं इस मुकदमा में आवेदक हूँ, तथा आवेदक तथा विपक्षी संख्या-1 मेरे सहोदर भाई है।
2. यह कि संपत्ति हमलोगों के पिताजी द्वारा अर्जित किया गया था।
3. यह कि यह मुकदमा हमलोगों के बीच आपसी सहमती की बुनियाद पर सुलह हो चुका है।
4. यह कि हमलोगों ने सुलहनामा तथा नजरी नक्शा तैयार करा कर न्यायालय में दाखिल करा दिया है।
5. यह कि हमलोगों ने सुलहनामा तैयार करा कर उसे पढ़वाकर सुन समझकर वो सही पाकर उस पर अपना-अपना दस्तखत बना दिया है।
6. यह कि हमलोगों के वकीलों ने भी सुलहनामा पर अपना-अपना दस्तखत बना दिया है।
7. यह कि सुलहनामा में लिखी गई बातें बिल्कुल सही है। नजरी नक्शा में जो हिस्सा हरा रंग से दिखाया गया है, मद संख्या-‘क’ है वह हिस्सा मुझे मिला है तथा संधि पत्र में मद संख्या-‘ख’ जो नजरी नक्शा में लाल रंग से



शंकेषु लिख्य उक्तं दिनेश

मैं उस मुकदमा में मुदरी हूँ मुकदमा के
विषयी में कदमि आई हूँ मुकदमा में
रानी लुमी ले मुकदमा कर लिखा है।
मुकदमा में रानी रानी पद का मुक
समय हर रानी लुमी पाद में
अपना हल्ला सा बनाया है मुकदमा
नामा के आया पर एकाई वन
जाएगी मुकदमा रानी आपसे नहीं है

Devshilakay abes
Dinesh

E. Sinha
16/2/2010

सदर
नवाजी लोक-संस्कृत
मुकदमा-मुकदमा

16/2

सदर
नवाजी लोक-संस्कृत
मुकदमा-मुकदमा



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2.

दिखाया गया है वह भाग विपक्षी को दिया गया है,

8. यह कि सुलहनामा के बुनियाद पर एवार्ड बना दिया जाए तो हमलोगों को कोई आपत्ति नहीं होगी।

9. यह कि सुलहनामा एवं नजरी नक्शा के आधार पर एवं सुलहनामा में अंकित मद संख्या-‘क’ एवं ‘ख’ के निखत एवार्ड बनाने का आदेश कर दिया जाए। तथा इसके संबंध में हमलोगों को कोई आपत्ति नहीं है।

10. यह कि शपथ-पत्र का सारा कथन मेरी जानकारी में सत्य है जिसे मैंने पढ़कर पढ़वाकर सुन समझ लिया है।

अतः यह शपथ-पत्र है।

Rameshchay alias Dinesh

शपथकर्ता का हस्ताक्षर

15 FEB 2010

मैं, शपथकर्ता को जानता एवं पहचानता हूँ,
जिन्होंने मेरे समक्ष अपना हस्ताक्षर किया है।

अधिवक्ता का हस्ताक्षर

15.2.10

IO 62 DATE 15/2/10
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FILED IN ME

A.K. AJAY KAPY



Compared
Chakir
17/3/10

certified to be true

17.3.10

15 FEB 2010

17/3/10

10/4/10

32 The - Court of Permanent Lok Adalat, Musabli Puz
P. Civil Case No-58/10

समक्ष,

स्थाई लोक अदालत
मुजफ्फरपुर।

पूर्व विभाजन वाद केश संख्या-...55...../2010

राकेश सहाय उर्फ दिनेश.....आवेदक

बनाम्

श्री प्रदीप सहाय उर्फ बिहारी.....विपक्षी

शपथ-पत्र (मुख्य परीक्षण) विपक्षी प्रदीप सहाय उर्फ बिहारी

1. यह कि मैं इस मुकदमा में विपक्षी हूँ, तथा आवेदक संख्या-1 मेरे सहोदर भाई है।
2. यह कि संपत्ति हमलोगों के पिताजी द्वारा अर्जित किया गया था।
3. यह कि यह मुकदमा हमलोगों के बीच आपसी सहमती की बुनियाद पर सुलह हो चुका है।
4. यह कि हमलोगों ने सुलहनामा तथा नजरी नक्शा तैयार करा कर न्यायालय में दाखिल करा दिया है।
5. यह कि हमलोगों ने सुलहनामा तैयार करा कर उसे पढ़वाकर सुन समझकर वो सही पाकर उस पर अपना-अपना दस्तखत बना दिया है।
6. यह कि हमलोगों के वकीलों ने भी सुलहनामा पर अपना-अपना दस्तखत बना दिया है।
7. यह कि सुलहनामा में लिखी गई बातें बिल्कुल सही हैं। नजरी नक्शा में जो हिस्सा हरा रंग से दिखाया गया है, जो संधिपत्र का मद संख्या-‘क’ है वह हिस्सा आवेदक को



प्रदीप लहाय उर्फ बिहारी

मैं इस मुकदमा में विपरीत हूँ आक्रोश
में लगे हुए हूँ मुकदमा में राजी
नहीं हो चुक रहा हूँ निज हूँ मुकद
माना क्या राजा का पद का अपमान
का क्या लगी पादों में अपमान
हस्ताक्षर करना है मुकदमा का
आपका पर एकाउंट का जाल
मुझे कोई आपत्ति नहीं है।

Pradeep

(PRADEEP SAMRAJ alias
Bihari)

E. Sinha
16/2/2016

सदर
अभिप्रेत किया जाता है
मु. प्र. प्र. प्र.

Pradeep
16/2

अभिप्रेत किया जाता है
मु. प्र. प्र. प्र.



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2.

मिला तथा संधि पत्र में मद संख्या- 'ख' जो नजरी नक्शा में लाल रंग से दिखाया गया है वह भाग मुझको दिया गया है,

8. यह कि सुलहनामा के बुनियाद पर एवाई बना दिया जाए तो हमलोगों को कोई आपत्ति नहीं होगी।

9. यह कि सुलहनामा एवं नजरी नक्शा के आधार पर एवं सुलहनामा में अंकित मद संख्या- 'क' एवं 'ख' के निस्बत एवाई बनाने का आदेश कर दिया जाए। तथा इसके संबंध में हमलोगों को कोई आपत्ति नहीं है।

10. यह कि शपथ-पत्र का सारा कथन मेरी जानकारी में सत्य है जिसे मैंने पढ़कर पढ़वाकर सुन समझ लिया है।

अतः यह शपथ-पत्र है।

Bahay
(PRADEEP SAHA)
alias Bihari

शपथकर्ता का हस्ताक्षर

मैं, शपथकर्ता को जानता एवं पहचानता हूँ,
जिन्होंने मेरे समक्ष अपना हस्ताक्षर किया है।

अधिवक्ता का हस्ताक्षर

16/2/10

NO. 17 DATE 16/2/10
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APPROVED BY NAME

A.K: AJAY KUMAR



It is the pen of Award
The court of Permanent Lok Adalat, Muzaffarpur
P. Civil Case No- 58/10

Before,

Permanent Lok Adalat
Muzaffarpur.

Preliminary Partition Case No. 58 of 2010

Rakesh Sahay (Alias Dinesh)-----Petitioner

Versus

Sri Pradeep Sahay (Alias Bihari)-----O.Pp.

The humble compromise petition on
behalf of the petitioner and opposite
party most respectfully:-

Sheweth:-

- 1- That well wisher and relative of the petitioner and opposite party intervened into the matter and amicably settled the dispute outside of the court.
- 2- That the property detailed in schedule 1st of the plaint is the subject matter of partition which has been amicably partitioned and separated among the petitioner and opposite party.
- 3- That according to the compromise schedule K of compromise petition allotted in the share of petitioner



2.

Rakesh Sahay (alias Dinesh) which shown in green colour in the map which is the part of compromise petition.

- 4- That according to the compromise petition Schedule Kh. Allotted in the share of opposite party namely Sri Pradeep Sahay (Alias Bihari) Which shown red colour in the map.
- 5- According to the compromise petition private road which in 13 feet 5 inches x 106 Feet absolutely allotted in the share of petitioner and has absolutely right title and possession over the private road. In future if the opposite party will execute sale deed in favour of any person then vendee will have no right and title to use private road.
- 6- That petitioner and opposite party are agree with their share allotted to them Both parties have liberty to make entry right of the record including municipal corporation for their share.

separately for smoothly payment of rent in favour of state of Bihar. They shall not interfere demand in any other parties share in future, neither their heirs or successors will have to interfere, demand in any parties share.

That all the parties with full healthy mind without any pressure, threat or coercion have signed at the foot of



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3.

compromise petition along with their respective learned lawyer.

- 8- That the party have filed their affidavits in support of this compromise petition.

SCHEDULE-K

Detail of the land allotted in the share of petitioner Rakesh Sahay (Alias Dinesh) situated at mohalla Mohammadpur Kazi Rajju Sah lane, Mushari Thana No. 344, ward no. 24 (Surveys) 35(recent), P.S. Mithanpura circle Mushari sub registry office and district Muzaffarpur

<i>Tauzi No.</i>	<i>Khata No.</i>	<i>S.P.No.</i>	<i>Area</i>	<i>boundary</i>
11088	788(Old)	3297	11373 square	N.-Uma Kahnani
	344(New)	3298	feet (25.85 decimal	S-Municipal Gali
		Old		E-Municipal Gali
		New		w-Uma Kahnani
		124,		
		K		<i>Shown in Sketch Map</i>
		Kh,		<i>in Green Colour.</i>
		G,		
		Gh,		



4.

SCHEDULE-Kh

Detail of the land allotted in the share of opposite party. Sri Pradeep Sahay (Alias Bihari) situated at Mohalla Mohammadpur Kazi Rajju sah lane, Mushari Thana No. 344, ward no. 24 (Surveys) 35(recent), P.S.Mithanpura circle Mushari sub registry office and district Muzaffarpur

<u>Tauzi No.</u>	<u>Khata No.</u>	<u>S.P.No.</u>	<u>Area</u>	<u>boundary</u>
11088	344	124	4400 square	N.-Petitioner
		Gh. Ka	feet equivalent	S-Municipal Gali
		Part	to 10decimil	E-Rajju Sah lane
		Towards		& Municipal Gali
		South		w-Uma Kahnani
				& Rajju sah lane

***Shown in Sketch Map
in Green Colour.***

If such case is disposed of in terms of compromise petition including map and award is passed both parties have no objection.

Pradeep Sahay
(PRADEEP SAHAY)
alias Bihari
Signed of Opposite Party

16.2.10

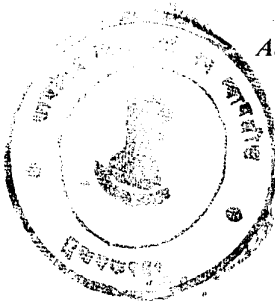
Adv. For Opposite Party

Read & found correct
Ramesh Sahay alias Dinesh
Signature of Petitioner

16.2.10

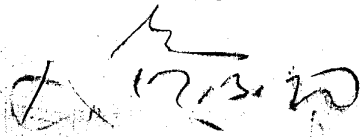
Advocate of Petitioner.

16.2.10



out of

171310



~~विशेष~~ स्थायी लोक अदालत, मुजफ्फरपुर

- बनाम**

सुलहनामा आर्केड के आगामी पाठ वाचका निरूपण

- (ख) ७

हस्ताक्षर

म. प्रबोधसाल
आवेदकगण / अधिवक्ता
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सप्तदस्य

Pasha Center

16/2/2010

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3.

Bahay
(PRADEEP SAHAY)
alias Bihari)

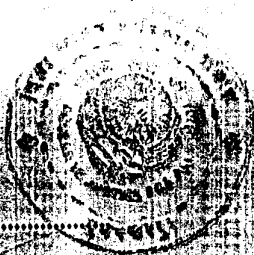
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हस्ताक्षर
विपक्षीगण / अधिवक्ता
16.2.10

S. C. Jander
प्रधान न्यायाधीश

लाक अदालत, मुजफ्फरपुर

दिनांक.....16-2-10



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authorities' 76 Act 1977

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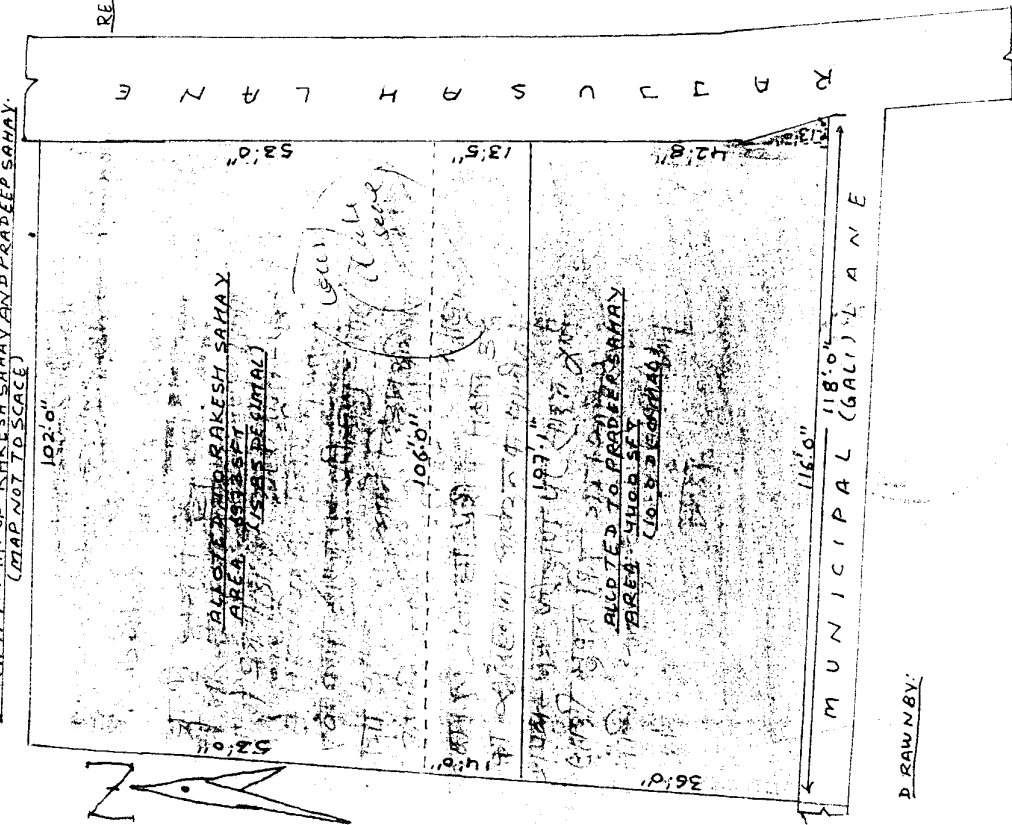
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17.3.20

The owner- Permanent Lok Adalat
 P.ani case no 58/10 Muzaffarpur

30766 12/13/10 12/13/10 12/13/10

PARTITION MAP OF RAKESH SAHAY AND PRADEEP SAHAY
 (MAP NOT TO SCALE)



DRAWN BY:

BEFORE THE SECRETARY PERMANENT LOK
 ADALAT, MUZAFFARPUR CASE NO-

REL:- (AND SITUATED MOH - MD. PURKAZ),
 RAJU SAH (ANERAMANA, THANA NO- 344
 WARD NO- 24 (SURVEY), 35 RECENT,
 DIS- MITHANPURA, CIRCLE - MUSHAHARY,
 DIST/ TOWN - MUZAFFARPUR
 KHATA NO:- KHESRANI:- AREA:-
 718 (OLD) 3297, 3298 (NEW) 1137 SFT
 344 (NEW) 1245, 8, 31, 2 (NEW) (25.85 DECIMAL)

BOUNDARY:-

N - UMAKAHANAN S - MUNICIPAL GALI,
 E - MUNICIPAL GALI. W - UMAKAHANANI AND
 RAJU MAHTO.

SCHEDULE-I
 RAKESH SAHAY S/O LATE DR. SHAILESHWAR
 SAHAY (APPLICANT) ALLOTTED AREA:-
 6973 SFT (15.85 DECIMAL),

SHOWN IN COLOUR GREEN- []

SCHEDULE II

PRADEEP SAHAY S/O LATE DR. SHAILESHWAR
 SAHAY (RESPONDENT) ALLOTTED AREA:-
 4400 SFT (10.0 DECIMAL)
 SHOWN IN COLOUR RED []

Signature of Applicant

SIGNATURE OF APPLICANT

SIGNATURE OF RESPONDENT

COMPLETED BY

Submitted to the State for

10/12/10

MAJEST

CIVIL COURT MUZAFFARPUR

12/13/10

10/12/10



Sch. XIV—F. No. 180V

रसीद मांगगुजारी ।

ग्राम सफेल नाम मोजा मय

शाना ओ/शाना नम्बर ।

बि० ग० प्रेम, गया ।

फरद मालकी/फरद रयती ।

नाम रयत मय वतियत जमा ।

बी-सकनस । नम्बर ।

अराजी नगदी

अराजी भावली

तफसील रयत मय भावली ।

०५१६ (पान्चक मास १९६५)
जोत का सालाना मांग मय तफसील (बकाया बी हारफ) भोजुदा साल बा ।

मांग बाबत	सालाना	बकाया				हल
		तीन वर्ष से ज्यादा ।	३ रा वर्ष ।	२ रा वर्ष ।	१ ला वर्ष ।	
माल- (नगदी)	५-६५				२०-५०	५-६५
गुजारी (भावली)	१-४५				२०-३०	१-४५
सेस ...	२-१०				४०-६०	२-१०
*सूद ...	२-१०				४०-६०	२-१०
मुतफरकात ...	१-२०				१६-२०	१-२०
मीजान	१४-२०				१४-२०	१४-२०

तफसील अदायकारी ।

अदायकारी बाबत	सालाना	बकाया				मोताबला हाल ।	फाविल
		तीन वर्ष से ज्यादा ।	३ रा वर्ष ।	२ रा वर्ष ।	१ ला वर्ष ।		
माल- (नगदी)	५-६५				२०-५०	५-६५	
गुजारी (भावली)	१-४५				२०-३०	१-४५	
सेस ...	२-१०				४०-६०	२-१०	
*सूद ...	२-१०				४०-६०	२-१०	
मुतफरकात ...	१-२०				१६-२०	१-२०	
मीजान अदायकारी	१४-२०				१४-२०	१४-२०	

- (१) मीजान कुल (सर्जों में)
- (२) नाम देहिन्दा
- (३) कुल बकाया

दस्तखत बी तारीख अमला तहसील कुनिन्दा ।

*धारा महाल का बकाया नालिगुजारी पर (सेवाय ऐसे बकायों पर जिन पर कि सर्टिफिकेट जारी हो) सुद नहीं लिया जाय है ।

15/7/60

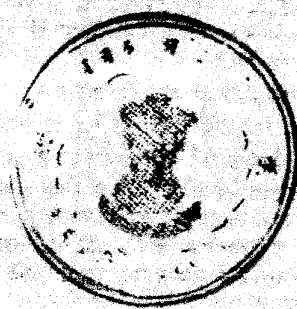
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अपल अधिकारी
मुद्रांक

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