

11

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100



ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA  
INDIA NON JUDICIAL

बिहार BIHAR

NO. 24634 Date 23-1-13 sheet 1  
Name श्री. रमेश कुमार  
Add. *[Handwritten address]*  
N 133593

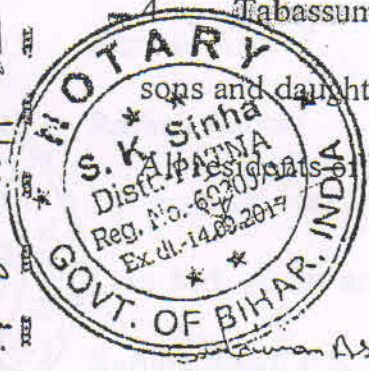
Dinesh Kr. Gupta  
Stamp Vender, Civil Court Patna  
N 51/87

Memorandum of Family Settlement

1. Anjum Bano W/o Late Md. Athar Hussain S/o Late Md. Mohibul Haque
2. Md. Eqbal Ashraf
3. Md. Ahmad Hussain
4. Tabassum Rokhsana

sons and daughter of Late Md. Mohibul Haque S/o Late Nasirul Haque.

Mohalla Ramna Road, P.S. Pirbahore, Distt. Patna.



*Faraz Azim*  
*Nigam Azim*  
*Rahmat Khatoon*  
*Hena Salima*  
*Nahid Salima*

Anjum Bano  
Tabassum Rokhsana  
Md. Ahmad Hussain  
Rishwan Ashraf  
Raikan Khooz  
Md. Eqbal Ashraf  
Nasreen  
*M. Khushi Shah Zamir*

(Petitioners in Revision Case No. 25 of 2005-06)

..... First Party

5. Bibi Nasreen W/o Dr. Shahabuddin and D/o Late Md. Enamul Haque  
S/o Late Nasirul Haque, resident of Mohalla Ramna Road, P.S.  
Pirbahore, Distt. Patna (Petitioner in Revision Case No. 24 of 2005-06).

..... Second Party

6. Raihana Khatoon W/o Late Md. Waseem.

7. Viquar Azim ]

8. Faraz Azim ] sons

9. Nahid Salima W/o Dr. Ehsan ut Tauhid ]

10. Hena Salima ] daughters

sons and daughters of Late Md. Waseem S/o Late Md. Azim and Late  
Bibi Salima Khatoon.

All residents of "Badi Haweli", Mohalla Shaguna Mainpura, P.S.  
Danapur, Distt. Patna.

..... Third Party

11. Sulaiman Ashraf

12. Rizwan Ashraf

13. Raihan Ashraf

All sons of Late Hafiz Abdul Mannan and Late Najma Khatoon D/o  
Late Md. Azim and Late Bibi Salima Khatoon, residents of Mohalla  
Ramna Road, P.S. Pirbahore, Distt. Patna.

..... Fourth Party

*Sulaiman Ashraf*

*Rizwan Ashraf*

*Raihan Ashraf*

*M. Enamul Haque*  
*Md. Enamul Haque*

*Raihana Khatoon*  
*Hena Salima*  
*Nahid Salima*  
*Viquar Azim*

*Faraz Azim*





Finger print of Anjum Bano W/o Late Md. Athar Hussain



Finger print of Md. Eqbal Ashraf



Finger print of Md. Ahmad Hussain



Finger print of Tabassum Rokhsana



Finger print of Bibi Nasreen



Deed of Family Settlement/ compromise amongst First, Second, Third and Fourth parties.

WHEREAS the parties to this deed of settlement have been fighting over the mutation of names in the register of land kept in the office of the Anchaladhikari, Danapur in respect of the lands involved in the Revision Application vide Mutation Revision Case No. 24 of 2005-06 and Mutation Revision Case No. 25 of 2005-06 as fully described in the Schedule-A given at the foot of this deed.

AND WHEREAS according to the claims of the parties to this deed, the lands as mentioned in the schedule-A hereto belonged to Nasirul Haque, the ancestor of First and Second Party, who died leaving behind a widow, Bibi Khatoon Jinnat, five sons namely Moinul Haque, Sadrul Haque, Aminul Haque, Md. Mohibul Haque and Md. Enamul Haque and a daughter, Bibi Ayesha. It is made clear that Plot No. 425, Khata No. 35, Thana No. 24 of Tauzi No. 5234, situated at Mauza Mainpura, P.S. Danapur, Distt. Patna is not in possession of any of the parties, so it is not included in schedules forming part of this deed of settlement/compromise.

AND WHEREAS (i) Bibi Khatoon Jinnat for self as also on behalf of her two minor sons namely (ii) Md. Mohibul Haque and (iii) Md. Enamul Haque alongwith (iv) Moinul Haque, (v) Sadrul Haque, (vi) Aminul Haque and (vii) Bibi Ayesha, sold the lands as mentioned in the schedule-A hereto to

Sulaiman Ashraf  
Rishwan Ashraf  
Railan Ashraf

Anjum Bano  
Mubsum Rokhsana  
Afreen

Masrora

Nasirul Haque  
Bibi Khatoon  
Nasirul Haque

Hera Salama  
Nasirul Haque



Sulaiman Ashraf



Finger print of Raihana Khatoun W/o Late Md. Waseem



Finger print of Viqar Azim



Finger print of Faraz Azim



Finger print of Nahid Salima



Finger print of Hena Salima

Haji Maulvi Md. Azim son of Late Maulvi Abdul Rahim, the ancestor of Third Party and Fourth Party hereto, by a registered deed of sale dated 17.07.1939. In order to appreciate the relationship of the members of the parties hereto, a genealogical table of the descendants of Nasirul Haque and Md. Azim is given on a separate sheet marked as schedule-B which forms part of this deed of settlement/compromise.

AND WHEREAS First Party and Second Party hereto filed applications

for mutation of their names in respect of the lands mentioned in Schedule-A

hereto as heirs of Md. Mohibul Haque and Md. Enamul Haque, as widow of

Nasirul Haque namely Bibi Khatoon Jinnat, being guardian of her minor sons

namely Md. Mohibul Haque and Md. Enamul Haque, under the provision of

Muslim Law, had no legal right or any authority to sell the land belonging to

her aforesaid sons namely Md. Mohibul Haque and Md. Enamul Haque

because they were minors on 17.07.1939. Hence the sale deed with respect to

the shares of the two minor sons named above by Bibi Khatoon Jinnat being

void abinitio, could not/did not confer any title and possession to the said

purchaser. As such Md. Mohibul Haque and Md. Enamul Haque remained in

possession over their unsold land and after their death First Party and Second

Party hereto inherited and came and remained in possession without any

interruption in possession or title over the properties of their said father as

absolute owner of the same.

Sulaiman Ashraf

Rizwan Ashraf

Railan Ashraf

Anjum Bano

Tabassum Rokhdana

Md. Ahmad Hussain

M. Ejaz Ashraf

Nasreen



Handwritten notes: Nazim Azim, Rahnaz Khatoon, Hera Salima, Nahid Salima



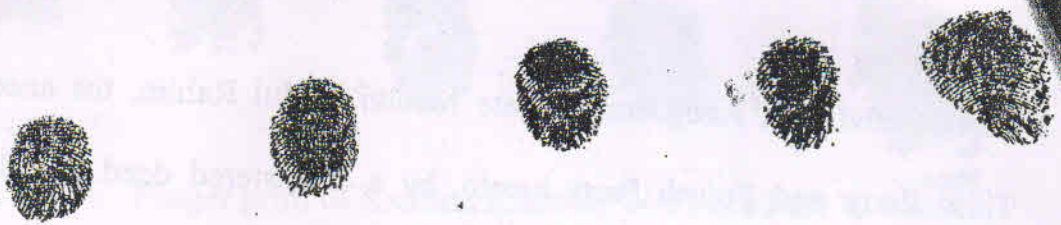
Finger print of Sulaiman Ashraf



Finger print of Rizwan Ashraf



Finger print of Raihan Ashraf



Finger print of Sulaiman Ashraf



Finger print of Rizwan Ashraf



Finger print of Raihan Ashraf



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AND WHEREAS Third and Fourth Party hereto also filed application for mutation of their names in respect of the lands as mentioned in the Schedule-A hereto on the basis of the sale deed dated 17.07.1939 on the ground that they remained in possession of the lands since 1939 to the knowledge of all, continuously and without any interruption and as such they perfected their title by adverse possession against Md. Mohibul Haque and Md. Enamul Haque as also their descendants.

AND WHEREAS First and Second Party hereto have filed Revision Applications in the court of Collector, Patna being Mutation Revision Case No. 25 of 2005-06 and Mutation Revision Case No. 24 of 2005-06 challenging the order dated 21.06.2005 passed by the D.C.L.R., Danapur in Mutation Case No. 424 of 2004-05 arising out of Misc. Case Nos. 06 of 2003-04 and 06 of 2004-05 and in Mutation Appeal No. 2 of 2005.

Now with the intervention of relations, well wishers and common friends of parties hereto and due to good sense prevailed, the dispute and differences amongst the parties hereto were settled and compromised outside the court amicably and irrespective of the claims of the rival parties. The dispute was compromised/settled on following terms and conditions:-

**Terms and conditions of settlement/compromise**

The lands fully mentioned and described with its boundary in schedule-I hereto shall be the exclusive property in continued

Subhan Ashraf, Anjum Bano  
 Raizwan Ashraf, Tabassum Rokhsana, Nasreen  
 Raikan Ashraf, Md. Ahmad Hossain  
 M. Ebad Ashraf, M. Kamranish Zaman



possession of First Party hereto namely (i) Anjum Bano, (ii) Md. Eqbal Ashraf, (iii) Md. Ahmad Hussain and (iv) Tabassum Rokhsana on the basis of inheritance from Md. Mohibul Haque and is accepted by the Second, Third and Fourth Party hereto in view of this deed of settlement/compromise and they came and remained in continued possession of the same to which no other parties will have any claim of title or possession and shall not make any objection. The members of the First Party hereto are at liberty to get their names mutated in the Circle Office over the lands mentioned and described in Schedule - I of this deed of settlement/compromise.

The land fully mentioned and described with its boundary in schedule-II hereto shall be the exclusive property in continued possession of Second Party hereto namely Bibi Nasreen on the basis of inheritance from Md. Enamul Haque and is accepted by the First, Third and Fourth Party hereto in view of this deed of settlement/compromise and she came and remained in continued possession of the same to which no other parties will have any claim of title or possession and shall not make any objection. The Second Party hereto is at liberty to get her name mutated in the Circle Office over the land mentioned and described in Schedule - II of this deed of settlement/compromise.

Sulaiman Ashraf	Anjum Bano	
Rizwan Ashraf	Tabassum Rokhsana	Nasreen
Raihan Ashraf	Md. Ahmad Hussain	
	M. Eqbal Ashraf	



*Mohibul Haque*

*Nigam Arim*

*Reihante Khatoon*

*Nahid Salima*

*Hera Salema*

3. The lands fully mentioned and described with its boundary in schedule-III hereto shall be the exclusive property of Third Party hereto namely (i) Raihana Khatoon, (ii) Viqar Azim, (iii) Faraz Azim, (iv) Nahid Salima and (v) Hena Salima on the basis of this deed of settlement/compromise and is accepted by the First, Second and Fourth Party hereto. In view of this deed of settlement/compromise, they came in possession of the same to which no other parties will have any claim of title or possession and shall not make any objection. The members of the Third Party hereto are at liberty to get their names mutated in the Circle Office over the lands mentioned and described in Schedule - III of this deed of settlement/compromise.

4. The land fully mentioned and described with its boundary in schedule-IV hereto shall be the exclusive property of Fourth Party hereto namely (i) Sulaiman Ashraf, (ii) Rizwan Ashraf and (iii) Raihan Ashraf on the basis of this deed of settlement/compromise and is accepted by the First, Second and Third Party hereto. In view of this deed of settlement/compromise, they came in possession of the same to which no other parties will have any claim of title or possession and shall not make any objection. The members of the Fourth Party hereto are at liberty to get their names mutated in the Circle Office over the



Faraz Azim

Viqar Azim

Raihana Khatoon

Nahid Salima

Hena Salima

Sulaiman Ashraf

Anjum Bano

Rizwan Ashraf

Tabassum Rokhsana

Raihan Ashraf

Md. Ahmad Hussain

M. Ejmal Ashraf

Nasreen

M. Zahid Khan

land mentioned and described in Schedule - IV of this deed of settlement/compromise.

5. The lands fully mentioned and described with its boundary in Schedule - I, II, III & IV of this deed of settlement/compromise have been attached with this deed which shall form part of this deed of settlement/compromise and are duly signed by the parties to this deed in



acceptance of the same.

None of the parties to this deed of settlement/compromise or their heirs shall be ever permitted to put forward any claim of right, title, interest and possession in future in respect of the lands as mentioned in their respective schedules contrary to the terms and conditions of this deed of settlement/compromise.

The deed of settlement/compromise is free from coercion, undue influence and misrepresentation and the parties on understanding the pros and cons of this deed of settlement/compromise and their advantages and disadvantages, have entered into this deed of settlement/compromise after consulting their relations, well wishers and legal advisors, in perfect state of health, body and mind.

The contents of this deed of settlement/compromise have been read over and explained to all the parties hereto who have understood the same and in token of the acceptance of the terms of deed of

Sulaiman Ashraf Arjum Bano  
Rishwan Ashraf Tabassum Rokhsana  
Raehan Akhrot M. Ahmad Hussain  
M. Ehsan Ashraf

Nagren

Nagren Arjum  
Rehman Akhrot  
Hera Salima  
Nahid Salima

settlement/compromise, the parties hereto have put their signatures on this deed of settlement/compromise in presence of the witnesses.

C. Separate copies of this deed of settlement/compromise bearing signatures of all the four parties hereto and the witnesses to the deed of settlement/compromise have been prepared and each of the four parties hereto have been given one copy of the deed of settlement/compromise.

Witnesses:-



Dr. M. Khurshid Zaman  
510 Late Md. Anisuzzaman  
Darsi Market  
Shagoom Market  
Darauli Cantt  
Patna  
09/02/2015

2. Shahabuddin  
510 Late Md. Shoab  
Ramu Road  
Patna-4  
09/02/2015

Faraz Azim  
Diyoon Azim  
Rahman Raza  
Hara Salima  
Nahid Salima

Sulaiman Ashraf  
Riswan Ashraf  
Raikan Ashraf

First Party

Anjum Bano  
(Anjum Bano)

M. Eqbal Ashraf  
(Md. Eqbal Ashraf)

Md. Ahmad Hussain  
(Md. Ahmad Hussain)

Tabassum Rokhsana  
(Tabassum Rokhsana)

Second Party

Nasreen  
(Bibi Nasreen)

Witnesses

Tabassum Rokhsana  
Maj. Ahmad Hussain  
Sahab Ashraf

Anjam Bank

1. Dr. M. K. Sinha  
1. S. K. Sinha

Ban. M. V. V.  
Shahabuddin  
Dahlan  
Patna

09/02/2015

Nasir

2. Shahabuddin  
Shahabuddin  
Rama Road  
Patna  
09/02/2015

Third Party

Raihana Khatoon

6.

(Raihana Khatoon)

7.

Viqar Azim  
(Viqar Azim)

8.

Faraz Azim  
(Faraz Azim)

9.

Nahid Salima  
(Nahid Salima)

10.

Hena Salima  
(Hena Salima)

Fourth Party

11.

Sulaiman Ashraf  
(Sulaiman Ashraf)

12.

Rizwan Ashraf  
(Rizwan Ashraf)

13.

Raihan Ashraf  
(Raihan Ashraf)



SCHEDULE -ADESCRIPTION OF THE PROPERTY/LAND

S. No.	Mauza	Tauzi No.	Khata No.	Plot No.	Thana No.	Area
1.	Shaguna P.S. Danapur Distt. Patna	5292	42	17	23	33 dec. (thirty three decimals) out of 1.26 acres
2.	Mainpura P.S. Danapur Distt. Patna	5234	35	369	24	84 dec. (eighty four decimals) out of 1.20 acres
					Total	1.17 acres

Raishara Khatoon  
 Hara Salima  
 Nigam Arif  
 Nahid Salima



Sulaiman Ashraf

Anjum Bano

Riswan Ashraf

Tabassum Rokhsana  
Md. Ahmad Hussain

Nasreen

Railan Ashraf

M. Ehsan Ashraf

M. Khuram Khan



**SCHEDULE - I**

Details of the properties/lands of First Party hereto namely (1) Anjum Bano, (2) Md. Eqbal Ashraf, (3) Md. Ahmad Hussain and (4) Tabassum Rokhsana - (First Party).

Mauza	Tauzi No.	Khata No.	Plot No.	Thana No.	Area	Boundary
1. Shaguna P.S. Danapur Distt. Patna	5292	42	17	23	16 Dhur (2.5 decimals) Dimension given below ↓	N - Road S - Part of Plot No. 17 jointly held by Third Party and Fourth Party. E - Part of Plot No. 17 held by Smt. Daropadi Devi W/o Shri Radhey Shyam. W - Part of Plot No. 17 held by Second Party.
2. Mainpura P.S. Danapur Distt. Patna	5234	35	369	24	2 Kattha 7 dhur (7.34 decimals) Dimension given below ↓	N - Part of Plot No. 369 held by Second Party S - Part of Plot No. 369 held by Third Party. E - 10 feet wide Common passage thereafter remaining portion of Plot No. 369 W - 10 feet wide Common passage thereafter remaining portion of Plot No. 369



Dimension of the above property allotted to First Party:-

Bearing Plot No. 17, Khata No. 42, Tauzi No. 5292, Thana No. 23, Mauza Shaguna, P.S. Danapur, Distt. Patna -

North to South towards East - 57'-3" (fifty seven feet three inches)  
North to South towards West - 57'-3" (fifty seven feet three inches)  
East to West towards North - 19'-0" (nineteen feet)  
East to West towards South - 19'-0" (nineteen feet)

2. Bearing Plot No. 369, Khata No. 35, Tauzi No. 5234, Thana No. 24, Mauza Mainpura, P.S. Danapur Distt. Patna -

North to South towards East - 37'-4" (thirty seven feet four inches)  
North to South towards West - 37'-4" (thirty seven feet four inches)  
East to West towards North - 85'-6" (eighty five feet six inches)  
East to West towards South - 85'-6" (eighty five feet six inches)

Sulaiman Ashraf

Anjum Bano

Rizwan Ashraf

Tabassum Rokhsana

Rahman Ashraf

Md. Ahmad Hussain

M. Eqbal Ashraf

Nasreen

M. Zahid Salim

Faraz Azim

Muqim Asim

Rahman

Muhammad

Muhammad

Muhammad Salim

**SCHEDULE - II**

Details of the property/land of Second Party hereto namely Bibi Nasreen -  
(Second Party).

Mauza	Tauzi No.	Khata No.	Plot No.	Thana No.	Area	Boundary
1. Shaguna P.S. Danapur Distt. Patna	5292	42	17	23	14 Dhur (2.18 decimals)  Dimension given below  ↓	N - Road S - Part of Plot No. 17 jointly held by Third Party and Fourth Party  E - Part of Plot No. 17 held by First Party. W - Part of Plot No. 17 (Gas Godown)
2. Mainpura P.S. Danapur Distt. Patna	5234	35	369	24	1 Kattha 13 dhur (5.16 decimals)  Dimension given below  ↓	N - Plot No. 364 & 365 S - Part of Plot No. 369 held by First Party. E - 10 feet wide Common passage thereafter remaining portion of Plot No. 369 W - 10 feet wide Common passage thereafter remaining portion of Plot No. 369

**Dimension of the above property allotted to Second Party:-**

- Bearing Plot No. 17, Khata No. 42, Tauzi No. 5292, Thana No. 23, Mauza Shaguna, P.S. Danapur, Distt. Patna -  
North to South towards East - 57'-3" (fifty seven feet three inches)  
North to South towards West - 57'-3" (fifty seven feet three inches)  
East to West towards North - 16'-8" (sixteen feet eight inches)  
East to West towards South - 16'-8" (sixteen feet eight inches)
- Bearing Plot No. 369, Khata No. 35, Tauzi No. 5234, Thana No. 24, Mauza Mainpura, P.S. Danapur Distt. Patna -  
North to South towards East - 26'-3" (twenty six feet three inches)  
North to South towards West - 26'-3" (twenty six feet three inches)  
East to West towards North - 85'-6" (eighty five feet six inches)  
East to West towards South - 85'-6" (eighty five feet six inches)

Sulaiman Ashraf

Anjum Bano

Rizwan Ashraf

Tabassum Rokhsana

Raidan Ashraf

Md. Athmad Hussain

M. Ejwal Ashraf

Nasreen



Notary Public  
S. K. Sinha  
Patna  
Bihar  
India

**SCHEDULE - III**

Details of the properties/lands of Third Party hereto namely (1) Raihana Khatoon, (2) Viqar Azim, (3) Faraz Azim, (4) Nahid Salima and (5) Hena Salima - (Third Party).

Mauza	Tauzi No.	Khata No.	Plot No.	Thana No.	Area	Boundary
1. Shaguna P.S. Danapur Distt. Patna	5292	42	17	23	13.03 Kattha (40.73 decimals)	N - Part of Plot No. 17 held by First Party and Second Party and Gas Godown S - Petrol Pump and Government Road E - Part of Plot No. 17 held by Smt. Daropadi Devi W/o Shri Radhey Shyam. W - Government Road and Gas Godown
2. Mainpura P.S. Danapur Distt. Patna	5234	35	369	24	4 Kattha (12.5 decimals)	N - Part of Plot No. 369 held by First Party S - Government Road E - 10 feet wide Common passage thereafter remaining portion of Plot No. 369 W - 10 feet wide Common passage thereafter remaining portion of Plot No. 369



Faraz Azim  
 Viqar Azim  
 Raihana Khatoon  
 Hena Salima  
 Nahid Salima

Sulaiman Ashraf  
 Anjum Bano  
 Riswan Ashraf  
 Tabassum Rokhsana  
 Raihan Ashraf  
 M. Ahmad Hussain  
 M. Ehsal Ashraf

Nasreen

M. Khuram Khan

**SCHEDULE - IV**

Details of the property/land of Fourth Party hereto namely (1) Sulaiman Ashraf, (2) Rizwan Ashraf and (3) Raihan Ashraf, each one having equal share - (Fourth Party).

Mauza	Tauzi No.	Khata No.	Plot No.	Thana No.	Area	Boundary
1. Shaguna P.S. Danapur Distt. Patna	5292	42	17	23	4.35 Kattha (13.59 decimals)	N - Part of Plot No. 17 held by First Party and Second Party and Gas Godown S - Petrol Pump and Government Road E - Part of Plot No. 17 held by Smt. Daropadi Devi W/o Shri Radhey Shyam. W - Government Road and Gas Godown



Faraz Azim

Rizwan Agim

Nasir Salim

Raihan Ashraf

Sulaiman Ashraf Anjum Bano

Rizwan Ashraf Tabassum Rokhsana

Raihan Ashraf M. Ahmad Hussain

M. Ehsal Ashraf

Nasreen

Verification

We, Anjum Bano, Md. Eqbal Ashraf, Md. Ahmad Hussain, Tabassum Rokhsana, Bibi Nasreen, Raihana Khatoun, Viqar Azim, Faraz Azim, Nahid Salima, Hena Salima, Sulaiman Ashraf, Rizwan Ashraf and Raihan Ashraf, do hereby state that the contents of the memorandum of family settlement have been read over and explained to us in Urdu which are true and correct to the best of our knowledge and belief.

Verified and signed this the 9<sup>th</sup> day of February 2015 at Patna.

Witnesses:-First Party

1. Dr. M. Khatoun Zama  
 1. श्री मती मा अिसाउम  
 30/1/2015  
 09/02/2015

1.

Anjum Bano  
 (Anjum Bano)

2.

M. Eqbal Ashraf  
 (Md. Eqbal Ashraf)

3.

Md. Ahmad Hussain  
 (Md. Ahmad Hussain)

4.

Tabassum Rokhsana  
 (Tabassum Rokhsana)

2. Shatabuddin  
 40/1/2015  
 Rawna Road  
 Patna - 4  
 09/02/2015

2.



5.

Second Party

Nasreen  
 (Bibi Nasreen)

Sulaiman Ashraf  
 Rizwan Ashraf  
 Raihan Ashraf

Nahid Salima  
 Hena Salima

Raihana Khatoun  
 Viqar Azim  
 Faraz Azim

Witnesses:-

- 1. Dr. M. K. Singh  
Bart. Maveli  
Shaguna  
Dahru  
09/02/2015

Fajim Bano

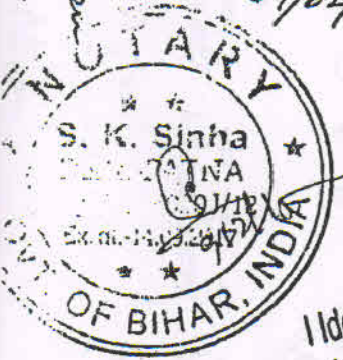
- 6. Third Party  
Raihana Khatoon  
(Raihana Khatoon)
- 7. Viquar Azim  
(Viquar Azim)
- 8. Faraz Azim  
(Faraz Azim)
- 9. Nahid Salima  
(Nahid Salima)
- 10. Hena Salima  
(Hena Salima)

Fourth Party

- 11. Sulaiman Ashraf  
(Sulaiman Ashraf)
- 12. Rizwan Ashraf  
(Rizwan Ashraf)
- Raihan Ashraf  
(Raihan Ashraf)

I Identify the Deponent signature/L.T.I. who has signed in my presence.

Attrocale  
Benny Kumar  
(A. D. V. S.)  
09/02/2015



2. Shalabala  
90/15 M. Shool  
Rama Road  
Patna-4  
09/02/2015

Nasreen

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

₹. 100

ONE HUNDRED RUPEES



सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL



BIHAR, PATNA, INDIA

No. 25092 Date 5-2-15 Sheet 1/10 N 133871

Name: श्री. अ. न. गुप्ता  
Add: 2 मिनार (15) एम. ए. (92) (मन)

Dinesh Kr. Gupta  
Stamp Vender, Civil Court Patna  
N 51/87

Before,

Notary Patna  
Patna

Sl. No. 1374 Date 9/2/15

AFFIDAVIT

We, (i) Anjum Bano W/o Late Md. Athar Hussain S/o Late Md. Mohibul Haque, (ii) Md. Eqbal Ashraf, (iii) Md. Ahmad Hussain and (iv) Tabassum Rokhsana, sons and daughter of Late Md. Mohibul Haque S/o Late Nasirul Haque, all residents of Mohalla Ramna Road, P.S. Pirbahore, Distt. Patna.

AND

(v) Nabreen W/o Dr. Shahabuddin and D/o Late Md. Enamul Haque S/o Late Nasirul Haque, resident of Mohalla Ramna Road, P.S. Pirbahore, Distt. Patna.

AND

(vi) Ramana Khatoun W/o Late Md. Waseem, (vii) Viqar Azim, (viii) Faraz Azim, (ix) Nahid Salima and (x) Hena Salima, sons and daughters of Late Md. Waseem S/o Late Md.

Subman Ashraf, Raishan Ashraf, Rizwan Ashraf  
Anjum Bano, Md. Ahmad Hussain, M. Eqbal Ashraf  
Tabassum Rokhsana, M. Eqbal Ashraf, Nabreen



Faraz Azim  
Viqar Azim  
Raishan Ashraf  
Nabid Salima  
Hena Salima

Azim and Late Bibi Salima Khatoon, all residents of "Badi Haweli", Mohalla Shaguna Mainpura, P.S. Danapur, Distt. Patna.

AND

(xi) Sulaiman Ashraf, (xii) Rizwan Ashraf and (xiii) Raihan Ashraf, all sons of Late Hafiz Abdul Mannan and Late Najma Khatoon D/o Late Md. Azim and Late Bibi Salima Khatoon, residents of Mohalla Ramna Road, P.S. Pirbahore, Distt. Patna do here by solemnly affirm and state as follows:-

(1) That the contents of the family settlement as mentioned in memorandum of family settlement have been read over and explained to us in Urdu and we have fully understood the same which are true to our knowledge.

Date:

I identify the deponents signatures who have signed in my presence.

Advocate

Deponents

- (i) Anjum Bano  
(Anjum Bano)
- (ii) M. Eqbal Ashraf  
(Md. Eqbal Ashraf)
- (iii) Md. Ahmad Hussain  
(Md. Ahmad Hussain)
- (iv) Tabassum Rokhsana  
(Tabassum Rokhsana)
- (v) Nasreen  
(Bibi Nasreen)
- (vi) Raihana Khatoon  
(Raihana Khatoon)
- (vii) Viqar Azim  
(Viqar Azim)



Sri/Smt. Aziz Khan  
who is identified by Advocate B.K. Sinha  
solemnly affirmed and declared contents of  
this affidavit apart from this nothing else as  
stamp/Court fees etc. U/s 3 & Sub-rule 4 of  
8 rule of N.Act. 1986 before me.

S. K. Sinha  
Notary, Civil Court, Patna



I identify the Deponent signature L.T.I.  
who has signed in my presence.

Advocate  
B.K. Sinha  
at Patna

(viii) Faraz Azim  
(Faraz Azim)

(ix) Nahid Salima  
(Nahid Salima)

(x) Hena Salima  
(Hena Salima)

(xi) Sulaiman Ashraf  
(Sulaiman Ashraf)

(xii) Rizwan Ashraf  
(Rizwan Ashraf)

(xiii) Raihan Ashraf  
(Raihan Ashraf)



(2)

- (6) अंजुम बानो धर्मपत्नी स्वर्गीय मो० अतहर हुसैन,
- (7) मो० एकबाल अशरफ पिता का नाम स्वर्गीय मो० मोहिबुल हक,
- (8) मो० अहमद हुसैन पिता का नाम स्वर्गीय मो० मोहिबुल हक,
- (9) तबस्सुम रूकसाना सुपुत्री स्वर्गीय मो० मोहिबुल हक,

सभी का निवास स्थान महल्ला रमना रोड़ थाना पीरबहोर, जिला पटना, जिन्हें इसके पश्चात जमीन मालिक द्वितीय पक्ष के नाम से सम्बोधित किया जायेगा।

- (10) बीबी नसरीन सुपुत्री स्वर्गीय मो० एनामुल हक वो धर्मपत्नी डा० शहाबुद्दीन, निवास स्थाना मोहल्ला-रमना रोड़, थाना पीरबहोर, जिला पटना, जिन्हें इसके पश्चात जमीन मालिक तृतीय पक्ष के नाम से सम्बोधित किया जायेगा।

ए वं म

ए-वन नन्दिनी कन्सट्रक्शन , एक साझेदार फर्म, जो भारतीय साझेदार अधिनियम 1932 के अधीन निबंधित है, जिसके प्रबंध पार्टनर मो० अताउर रहमान पिता का नाम स्वर्गीय दील मोहम्मद, निवास स्थान- ब्लौक सी-1, प्लैट नं०-104, फरहान इनकलेव, आशियाना रोड़, थाना शास्त्रीनगर, जिला पटना एवं पार्टनर श्री संजय कुमार सिंह पिता का नाम स्वर्गीय कामेश्वर सिंह, निवास स्थान बिमला भवन, रूपक सिनेमा के सामने , बाकरगंज, थाना पीरबहोर पत्रालय बांकीपुर, जिला पटना के माध्यम से सम्पादित किया जाता है जिन्हें इसके आगे डेवलपर/भवन निर्माता/उन्नयनकर्ता/ विकासक इत्यादि के नाम से सम्बोधित किया जायेगा जिसमें उनके कार्यालय के अधिन्यासी, नामित एवं उत्तराधिकारी इत्यादि सम्मिलित हैं, जो इसमें द्वितीय पक्ष के रूप में वर्णित है, के बीच सम्पादित है।

Md. Ahmad Hussain  
Tabassum Rokhsana

Anjum Israr  
Ejaz Ahmad

Nahid Salina  
Hera Salina

Raikona Khatoon  
Nasreen  
Niaz Azim  
Feroz Azim

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(3)

यह कि अनुसूची संख्या 1 में वर्णित सम्पति में मवाजी 8 कट्टा जमीन में लेख्यकारीगण का हिस्सा इस प्रकार से है कि जमीन मालिक संख्या 1 से 5 प्रथम पक्ष का हिस्सा 4 कट्टा वो जमीन मालिक संख्या 6 से 9 द्वितीय पक्ष का हिस्सा का हिस्सा मवाजी 2 कट्टा 7 धुर एवं जमीन मालिक संख्या 10 तृतीय पक्ष का हिस्सा 1 कट्टा 13 धुर है । जिसमें बहुमंजिला इमारत के निर्माण के उद्देश्य से जमीन मालिक प्रथम पक्ष से तृतीय पक्ष ने एक संयुक्त विकास एकरारनामा का निष्पादन विकासक ए-वन नन्दिनी कन्सट्रक्शन के नाम से दिनांक 19.11.2015 ई0 को निष्पादित किया। जिसे जिला अवर निबंधन कार्यालय पटना सदर के दस्तावेज संख्या 10079 के रूप में पुस्तक संख्या 1 की जिल्द संख्या 237 के पृष्ठ संख्या 43 से 72 तक सीडी 37 सनू 2015 ई0 में निबंधित किया गया ।

और यह कि विकास एकरारनामा के शर्तों के अनुरूप विकासक ने उक्त भूखण्ड में एक अजीम इनकलेव के नाम से एक आवासीय बहुमंजिला इमारत के निर्माण की योजना बनाई तथा विकास एकरारनामा के शर्तों के अनुरूप निर्माणाधीन इमारत में जमीन मालिक एवं विकासक को मिलने वाली परम निर्मित क्षेत्र का विभाजन होना आवश्यक है । जिसके फलस्वरूप इस एकरारनामा निस्वत फ्लैट विभाजन पत्र का निष्पादन बिहार एपार्टमेन्ट स्वामित्व अधिनियम 2006 ई0 के शर्तों के अनुरूप होना आवश्यक है।

यह कि उभय पक्ष सहमत हुए है कि द्वितीय पक्ष अनुसूची संख्या 1 में वर्णित जमीन पर बहुमंजिला इमारत की संरचना करेंगे। इसी संदर्भ में विकासक ने बहुमंजिला इमारत के निर्माण हेतू नक्शा पारित करवाया।

Mohammad Hussam  
Anjum Bano  
Ejhal Ashraf  
Tabassum Rokhsana  
Nahid Salim  
Hera Salim  
Raikar Khatoor  
Niaz Azim  
Feroz Azim  
Lasreen

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(4)

जिसका प्लान केश नं० 159/16-17 दिनांक 26.10.2016 ई० है। उक्त पारित नक्शा के अनुसार अजीम इनकलेव की कुल एराजी मवाजी 8 कट्ठा में कुल परम निर्मित क्षेत्र मवाजी 30640 वर्गफीट के निर्माण का प्रावधान है। विकासक एकरारनामा के शर्तों के अनुसार उक्त निर्मित भवन में जमीन मालिक का हिस्सा कुल परम निर्मित क्षेत्र में 50 प्रतिशत है। जिसके अनुसार जमीन मालिक को उनके जमीन के अनुपात में उक्त बहुमंजिला इमारत में कुल 15320 वर्गफीट परम निर्मित क्षेत्र प्राप्त होना है।

यह कि उक्त परम निर्मित क्षेत्र के अनुसार जमीन मालिक को उनके जमीन के अनुपात में कुल एराजी 15320 वर्गफीट कुल हिस्सा प्राप्त होना है। जो निम्नलिखित रूप से फ्लैट के रूप में जमीन मालिक को दिया गया है।

जमीन मालिक का नाम	मंजिल फ्लैट नं०	परम निर्मित क्षेत्र (वर्गफीट में)
रेहाना खातून	प्रथम 103	1400
विकार अजीम	प्रथम 101	1090
विकार अजीम	चतुर्थ 401	1090
फराज अजीम	प्रथम 102	1090
फराज अजीम	चतुर्थ 402	1090
नाहीद सलीमा	चतुर्थ 404	950
हेना सलीमा	प्रथम 104	950
	कुल	7660 वर्गफीट

Anjum Bano - Md. Afzal Hassan  
Eghal Ashraf Tabassum Rokhman

Nahid Salim  
Hena Salima

Rehana Khatun

Niazar Azim

Fazal Azim

Vasire

(5)

जमीन मालिक का नाम	मंजिल फ्लैट नं०	परम निर्मित क्षेत्र (वर्गफीट में)
अंजुम बानो	प्रथम 107	1090
एकबाल अशरफ	चतुर्थ 407	1090
अहमद हुसैन	प्रथम 106	1090
तबस्सुम रूकसाना	चतुर्थ 406	1090
	कुल	4360 वर्गफीट लेकिन

4500 वर्गफीट हिस्सा मिलना है जिसे उक्त हिस्सा में 140 वर्गफीट कम मिला है जिसके एवज में 2500 रुपया प्रति वर्ग फीट के अनुसार विकासक जमीन मालिक को भुगतान करेंगे।

बीबी नसरीन	द्वितीय 205	950
बीबी नसरीन	तृतीय 305	950
बीबी नसरीन	चतुर्थ 405	950
	कुल	2850 वर्गफीट लेकिन

3160 वर्गफीट हिस्सा मिलना है जिसे उक्त हिस्सा में 310 वर्गफीट कम मिला है जिसके एवज में 2500 रुपया प्रति वर्ग फीट के अनुसार विकासक जमीन मालिक को भुगतान करेंगे।

विकासक के हिस्से का फ्लैट

मंजिल	फ्लैट नं०	परम निर्मित क्षेत्र (वर्गफीट में)
प्रथम	105	950
द्वितीय	201	1090
द्वितीय	202	1090
द्वितीय	203	1400

Anjum Bano  
Ebal Ashraf

Nahid Salina  
Hera Salima

Md. Ahmad Hussain  
Tabassum Roshana

Rehana Khatun  
Nisar Azim  
Fozaz Azim

agree



CONSULTANT



CONSULTANT

(6)

द्वितीय	204	950
द्वितीय	206	1090
द्वितीय	207	1090
तृतीय	301	1090
तृतीय	302	1090
तृतीय	303	1400
तृतीय	304	950
तृतीय	306	1090
तृतीय	307	1090
चतुर्थ	403	1400

कुज- 15770 वर्गफीट

यह कि फ्लैटों के उपरोक्त विभाजन के अतिरिक्त सभी फ्लैट के लिए एक एक कार पार्किंग जो भूतल पर निर्मित होना है, का आबंटन होगा।

यह कि उक्त आबंटन के पश्चात जमीन मालिक एवं विकासक अपने अपने विभाजित फ्लैटों के निरपेक्ष स्वीमी होंगे। जिसके कारण बिहार एपार्टमेंट स्वामित्व अधिनियम के अनुसार जमीन मालिक एवं विकासक अपने अपने हिस्से के फ्लैट को जिस रूप से चाहें अपने किसी भी क्रेता को बिक्री करें, बिक्री दर निर्धारित करें, अग्रिमप्राप्त करें, किसी प्रकार के विलेख का निष्पादन विकासक करें। इसमें किसी पक्ष को किसी प्रकार का कोई आपित नहीं होगा एवं यह कि अजीम इनकलेव के सभी फ्लैट मालिक मो0 50,000/- पचास हजार रूपया ए0 वन नन्दिनी कन्सट्रक्शन को प्रत्येक फ्लैट मालिक भुगतान करेंगे।

Raihana Khatoon  
M. Ahmad Hussain  
Niaz Ahmad  
Feroza Azim  
Anjum Berno  
Eghbal Ashraf  
Nahid Salina  
Hera Salina  
Tabassum Rokhsang

25reen

(7)

यह कि उपरोक्त हिस्सा विभाजन जमीन मालिक एवं विकासक के आपसी सहमति के आधार पर किया गया है । बाद में जमीन मालिक या विकासक सिकी प्रकार का कोई दावा एक दूसरे के हिस्से पर किसी भी हालत में नहीं करेंगे।

Anjum Bano  
Ejhal Ashraf

अनुसूची संख्या- 1

मवाजी 8 कट्ठा वाके मौजा मैनपुर शंकर, थाना वो सब रजिस्ट्री दानापुर, सदर रजिस्ट्री वो जिला पटना, जिसकी तौजी संख्या 5234, थाना संख्या 24, खाता संख्या 35, सर्वे खसरा संख्या 369 का अंश भाग, जिसकी चौहददी निम्न रूप से वर्णित है ।

Nahid Salim  
Hera Salaria

चौहददी

उत्तर :- सर्वे प्लॉट नं0 364 एवं 365

दक्षिण :- सहायक रास्ता।

पूरब :- 12 फीट चौड़ा आम रास्ता बादहू पार्ट प्लॉट नं0. 369

पश्चिम:- 12 फीट चौड़ा आम रास्ता बादहू पार्ट प्लॉट नं0. 369

Raihana Khatun  
Nasreen  
Fareez Azim



Partner

One Nardani Construction



Partner

(8)

यह कि यह वशिका एकरानामा उभय पक्षों ने अपने खुशी वो चाहिस से अपने पूर्ण होश एवं हवास के साथ चार प्रति में यह वशिका एकरानामा लिख दिया की वक्त पर काम आवे वो प्रमाण रहे ।

साक्ष्यगण:-

1.

जमीन मालिक का हस्ताक्षर

Raihana Khatun

2.

Niaz Azim

Fazal Azim

Nahid Salima

Hera Salima

Anjum Bano

Ghul Ashraf

Mol. Ahmad Hussain

Tabassum Rokh Bano

Nasreen

विकासक का हस्ताक्षर



