

भारतीय गैर न्यायिक INDIA NON JUDICIAL

एक हजार रुपये

रु.1000

ONE THOUSAND RUPEES

Rs.1000

बिहार BIHAR

Serial No. 1597

19260 28/1/16. 1000. 195030

Deed No. 1476

Govt. of Bihar

District Registry Office, Patna

Summary of Endorsement

This document was presented for registration on 29/01/2016 by Ranjan Kumar Singh  
 A Stamp Duty of Rs. 436260/- and other Fees of Rs. 20500/- has been paid in it.

The document was found admissible. The Names, Photographs, Fingerprints and Signatures of the Executants  
 and their Identifier, who have admitted execution before me, are affixed on the reverse page.

The document has been registered as Deed No. 1476 in Book No. 1, Volume No. 35 on pages from 1 to  
 49 and has been preserved in total 19 pages in C.D. No. 5 / Year 2016

Date: 29/01/2016

Token No: 1677 / 2016

Signature with Date  
 (Prashant Kumar)  
 Registering Officer, Patna

SCANNED BY

## DEVELOPMENT AGREEMENT

THIS DEED OF DEVELOPMENT  
 AGREEMENT IS MADE ON THIS THE  
 29<sup>TH</sup> DAY OF JANUARY, 2016 AT PATNA.

दस्तावेज जारी  
 प्रपारी लिफा



HAWELI HOMES PVT. LTD.

29/01/2016

29/1/16

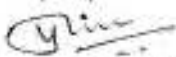
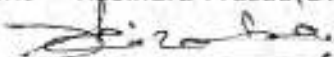
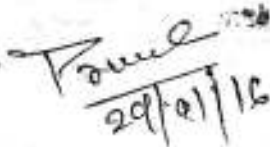
# District Registry Office, Patna

Token Number 1677

Reg. Year 2016

Serial Number 1597

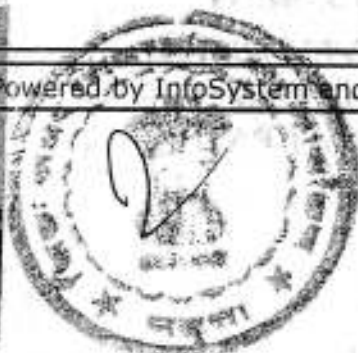
Deed Number 1476

| PresType      | Name                                                                                            | Photo                                                                              | Thumb                                                                              | Index                                                                              | Middle                                                                              | Ring                                                                                | Little                                                                              |
|---------------|-------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|
| Claimant      | Praveen Kumar Singh (Dir)                                                                       |   |   |  |  |  |  |
| Sig.          | <br>29/01/2016 |                                                                                    |                                                                                    |                                                                                    |                                                                                     |                                                                                     |                                                                                     |
| Claimant      | Rabindra Prasad (Dir)                                                                           |   |   |  |  |  |  |
| Sig.          | <br>29/01/2016 |                                                                                    |                                                                                    |                                                                                    |                                                                                     |                                                                                     |                                                                                     |
| Executant     | Ranjan Kumar Singh                                                                              |   |   |  |  |  |  |
| Sig.          | N/A                                                                                             | N/A                                                                                | N/A                                                                                | N/A                                                                                | N/A                                                                                 | N/A                                                                                 | N/A                                                                                 |
| Presented By  | Ranjan Kumar Singh                                                                              |   |   |  |  |  |  |
| Sig.          | <br>29/01/16   |                                                                                    |                                                                                    |                                                                                    |                                                                                     |                                                                                     |                                                                                     |
| Identified By | Pranav                                                                                          |  |  |                                                                                    |                                                                                     |                                                                                     |                                                                                     |
| Sig.          | <br>29/01/16 |                                                                                    |                                                                                    |                                                                                    |                                                                                     |                                                                                     |                                                                                     |

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RANJAN KUMAR SINGH



## BETWEEN

**MR. RANJAN KUMAR SINGH**, son of Late Sheo Shanker Singh, Resident of Girija Niwas, Manas Marg, Sheopuri, P.S. Shastri Nagar, Patna, by Nationality-Indian, hereinafter referred to "OWNER" (which term unless excluded by or repugnant to the context shall mean and include her heirs, executors, administrators, legal representatives, successors and assigns).

**One Part (Owner) PAN-APSPS9314J.**

## AND

**M/ S HAWELI HOMES PVT. LTD.** a company Registered under Companies Act, 1956 Reg. No.-U45200BR2009PTCO14441 having its Registered Office at **HAWELI HERITAGE**, Ground Floor, Urja Gram, NTPC Road, Khajepura, Patna-14, in the Town and District of Patna, represented through its Directors **Mr. Rabindra Prasad** son of Late. J.P.Singh, resident of **HAWELI HERITAGE**, flat No.400, Urja Gram, NTPC Road, Khajepura, Patna-14, in the Town and District of Patna, in the State of Bihar, AND **Mr.-Praveen Kumar Singh**, son of Late Priya Brata singh, **HAWELI HERITAGE**, Flat No.300, Urja Gram, NTPC Road, Khajepura, Patna-14, in the Town and District of Patna, by Nationality-Indian, herein after referred to "DEVELOPER" (which term unless excluded by or repugnant to the context shall mean and include its/his heirs, executors, administrators, legal representatives, successors and assigns) of the **WHEREAS, OTHER PART. PAN-AACCH2042J**

**AND WHEREAS**, the total land measuring 05 Kathas more fully described in Schedule-I below of this deed in which the land measuring 04 (four) Kathas in Plot No.1453 and 1455, Khata No.362 and 354, Tauzi No. 5123/15277, Thana No.2, Situated at Mauza- Mainpura, at present P.S. Shastri Nagar, District- Patna, was acquired by **Smt. Girija Devi** (mother of the Land owner) Wife of Late

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Shiv Shankar Singh, Resident of Village- Musiyan, P.S. Ramgarh, District- Rohtas, through a Registered Deed of Relinquishment, vide Deed No. 4296, which is entered in Book No.1, volume No. 75, Pages No. 118 to 122, Registered at Patna on 11.07.1984, from Sri Uma-Shankar Rai, Son of Late Sri Ram Naresh Rai, Resident of Village- Musiyan, P.S. Ramgarh, District- Rohtas and after acquiring of the said property, the said Smt. Girija Devi came in exclusive peaceful physical possession over the said property. Later on Girija Devi died leaving behind only one son namely Ranjan Kumar Singh (Land owner) and after death of his mother, the Land owner came in exclusive peaceful physical possession over the same as absolute owner and the Land owner also mutated his name in the State Sarista (Register-II) and paying the Land rent to the Govt. of Bihar through the Circle Office- Patna Sadar, vide Jamabandi No. 15861.

AND WHEREAS, the Eviction suit was filed by Land owner Sri Ranjan Kumar Singh in the court of Munsif-Ind.Patna, vide Eviction Suit No. 09 for the year 2006, (Ranjan Kumar Singh- Plaintiff vs Dinesh Kumar Singh Son of Late Uma Shankar Rai @ Uma Shankar Singh, Resident of Village- Musiyan, P.S. Ramgarh, District- Kaimur-Defendant). Thereafter both persons have filed Compromise petition in the said court on 04.07.2014 and the final decree passed by the said court on 18.07.2014 and the land measuring 01 (One) Kathas in Plot No.1453 and 1455, Khata No.362 and 354, Tauzi No. 5123/15277, Thana No.2, Situated at Mauza- Mainpura, at present P.S. Shastri Nagar, District- Patna fell in the share of Land owner Sri Ranjan Kumar Singh and since then the Land owner Sri Ranjan Kumar Singh came in exclusive peaceful physical possession over the said property and the Land owner also mutated his name in the State Sarista (Register-II) and paying the Land rent to the Govt. of Bihar through the Circle Office- Patna Sadar, vide Jamabandi No. 16185.

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AND WHEREAS the Owner of the first part is thus the absolute Owner of the 5 Kathas land, referred above and now it has been agreed between the parties that the second party the DEVELOPER undertake to make construction of multi storied building namely **HAWELI SHIVGIRI** over the land fully described in Schedule-1 of this deed after approval of the map by the competent authority over the proposed area and the share will be divided between the Owner and the DEVELOPER as 50% and 50% share respectively in the super built-up area and parking space etc. and now land Owner are entitled and competent to execute the present Deed Of Development Agreement.

NOW THESE PRESENCE WITNESSETH AS FOLLOW:-

1. That the DEVELOPER second party has agreed to develop and construct at its own account multistoried residential building on the said property fully described in schedule-1 below at his/her own account and expenses and with his own resources after obtaining all the requisites clearance, permission, sanction and approvals from the Competent Authority.
2. That immediately after the execution of this development agreement, the DEVELOPER shall expeditiously get a plan prepared in order to obtain maximum benefit for both the Owner and the DEVELOPER.
3. That the Owner shall have no objection if the aforesaid building plans are submitted to the local authority in the name of the Owner or any other permissions, approvals are obtained in his name and agreed to sign all such papers that may be deemed necessary by the Owner and DEVELOPER for the same. However all fees, cost, charges and expenses relating to such approvals / sanctions shall be borne by the DEVELOPER of its/his account.



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4. That it is further agreed any alteration or revision of the aforesaid plans within the parameters of Patna Municipal Corporation Patna/Competent Authority and if there is an increase in F.A.R., during the period of the construction or before, share of the constructed area of the Owner shall be proportionately increase.
5. That the Owner within 30 days of the date of execution of this agreement shall put the DEVELOPER in actual peaceful possession of the said property described in Schedule-1 herein to enable the DEVELOPER to take up and proceed with the development, planning, and construction of the said building in terms of this agreement and the sanctioned plan and any other terms agreed upon.
6. That it has been agreed between the parties that the Second Party DEVELOPER shall complete the construction work within a period of Two and half years plus with grace period of 6 months i.e., Two & half years plus 6 months grace from the date of approval of the Plan by the PMC/Authority concerned.
7. That the proportionate share of the land Owner and DEVELOPER in the super built up area of the Project shall be in the ratio of 50% is to 50%. That is to say the share of the land Owner shall be 50% of the S.built-up area distributed in several floor of multi-storied building and the rest 50% area shall be Developer's share.
8. That as consideration of 50% of the undivided share in the said property to be conveyed/transferred by the Owner to the DEVELOPER or its nominee, in terms of the agreement, the DEVELOPER agrees to deliver and give possession to the Owner 50% of the total S.built-up area of the said building to be constructed by the DEVELOPER at its own account on the said property hereinafter called the Owner Area. The

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balance of 50% of the total S.built-up area shall belong to the DEVELOPER and shall hereafter be called the Developer's area to which it alone shall be entitled to, for having constructed the entire building at its own cost and expenses. The DEVELOPER shall not be liable to get any amount or expenses incurred by it on any account or in the construction of the aforesaid from the Owner in lieu of the aforesaid Owner's area.

9. That the Owner may at his/her own sweet will agree to sell, convey, transfer and/or assign to the DEVELOPER and/or its nominee(s) including a co-operative Housing Society, Association of persons, Firm, Body corporate etc. free from attachments charges, and encumbrances 50% percent undivided share in (his/her share) the said property.
10. That the Owner and his/her nominees shall solely and exclusively be entitled to the Owner's area and he/she shall have absolute right, title and interest over the Owner's area and shall be fully entitled to use and enjoy the same either themselves, individually or collectively or shall be fully entitled to transfer, convey, grant, otherwise, alienate its/his interest, in any manner as deemed fit by them to any person. Associations of persons, firms, Body corporate, Co-operative society, Government agencies etc. on such terms and conditions as may be decided by the Owner individually or collectively.
11. That the Owner will always keep the DEVELOPER indemnified against all claims arising out of all its/his actions committed in the past, present or future with regards to the said property over which the said Multistoried building complex proposed thereon.
12. That the DEVELOPER and/or nominee shall solely and exclusively be entitled to the Developer's area, and they shall have absolute right, title and interest

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over the developed area and they shall be fully entitled to transfer, convey, grant, otherwise alienate there interest, in any manner as deem fit by them to any person, Association of societies, Government Agencies, etc. on such terms and conditions as may be decided by the DEVELOPER or its nominees individually or collectively.

13. That the DEVELOPER agrees to construct, and give possession of the Owner's area to the Owner after completing a period of Two and half years from the date of the approval of the Map by PMC/Authorities concerned with grace period of 6 months i.e., the total period of the construction shall be Three years. It is reasonably expected that the DEVELOPER will be able to complete the entire construction of the aforesaid building within the stipulated period.
14. That the aforesaid Project schedule is subject to force majeure clause i.e. fire, tempest, floods, inclement or any other acts of God.
15. That it is hereby expressly, irrevocably and irretrievably agreed and declared by the Owner that delivery of possession of 50% of the total S.built-up area of the aforesaid building in manner provided herein shall from and always be deemed to form fair, reasonable, and adequate consideration for 50% or the undivided share in the aforesaid property agreed to be conveyed as herein above by the Owner to the DEVELOPER and/or its nominee.
16. That the Owner shall at no time demand any sum or premium or any interest in any dealing regarding sale of Developer's area and the Owner shall execute all such deeds and documents as may be required by the developers in this regard.
17. That the Owner or his/her nominees will not interfere in the execution of the work nor put any hindrance in any of the activities of the DEVELOPER in

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development, construction and sale of the aforesaid project. The Owner and its nominees shall jointly have undivided right, title and interest over the total land of the said property in her respective shares of 50% of the Owner and 50% of the DEVELOPER after being conveyed as aforesaid subject to the provisions of the clause of the agreement.

18. That the Owner hereby irrevocably undertake not to sell, dispose off alienate, encumbrance, lease or otherwise, transfer the said property or any part thereof during the continuation of this agreement and undertake not to do any act, deed matter, or things as shall be in breach of the terms of this agreement. The Owner shall at no point of time during the continuation of this agreement dispossess the DEVELOPER from the said property.
19. That the DEVELOPER shall develop the said property at its own account and name and shall alone be responsible for the development of the said property and neither the Owner nor any other persons claiming through the Owner shall have any right or interest in the development of the said property except in relation to the Owner area, as specified above and the DEVELOPER shall not deviate from the approved plan of Patna Municipal Corporation Patna/Competent Authority.
20. That after taking possession of the said property the DEVELOPER shall be free to do all acts, deeds and things required for development and construction of the said building at the Developer's own account and expenses, as per sanctioned plan of the Patna Municipal Corporation Patna/Competent Authority. Any deviation from the approved plan if made by the DEVELOPER, the DEVELOPER shall be solely responsible for the same.

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21. That the DEVELOPER shall be entitled to develop the said property by construction thereon or more building consisting of dwelling units, flats, parking spaces and other structures in accordance with building plans approved by the Owner and sanctioned by the Patna Municipal Corporation Patna/Competent Authority/ Local authorities as stated herein above.
22. That the DEVELOPER shall be entitled to enter into agreements for sale, or otherwise allot flats, parking spaces comprised in the Developer's area in the said building which is 50% of the total super built-up area and which does not form part of the Owner's area. Whenever required by the DEVELOPER the Owner will join as confirming party in all such agreements, sale deeds, deed of allotment etc. The DEVELOPER may enter into and shall exclusively be entitled to realize all amounts receivable under such agreement, sale deeds, deeds of allotments etc. for development and construction of the said building and for its all use.
23. That similarly the Owner shall be fully entitled to enter into agreement for sale or otherwise allot flats, parking spaces comprised of the Owner's area in the said building which is 50% of the total S.built-up area and which does not form part of the Developer's area. Whenever required by the Owner's the DEVELOPER will join as confirming party in all such agreements, sale deeds, deed of allotment etc. The Owner may enter, into and the Owner shall exclusively be entitled to realize all amounts receivable under such agreement, sale deeds, deeds of allotments etc. for his/her all use.
24. The land Owner agree and undertake that he/she shall execute Registered Development Agreement according to Bihar Ownership Apartment Act 2006, and Bihar Ownership Apartment Rules 2006, and in this Act there is further no need of Power of Attorney

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in favour of DEVELOPER and/or its nominee or nominees so that no hindrance or obstruction is caused to the DEVELOPER in carrying out and discharge its obligation under these present and thereby giving the DEVELOPERS right and authority to have any enjoy peaceful possession of the said property and to do all such acts, and/or things that may be necessary for the Development, planning, constructing of the said building and sale of the developer's area.

25. That the DEVELOPER further undertakes:-

- I. That it will not do any act of commission, omission, expressly or impliedly or directly or indirectly by which the Owner's right, title and interest over the said property may in any manner be adversely affected until the DEVELOPER has given delivery of possession of the Owner's area to the OWNER.
- II. To indemnify the Owner and always keep them indemnified and harmless in respect to all claims, damages, compensations or expenses payable in consequence of any injury or accident sustained by any workmen, artisan or other persons in the property whether in the employment of the DEVELOPER or not while in or upon the said property and during the period of construction of the said building thereon.
- III. During the construction of the said building the DEVELOPER may be required, to create equitable or any legal mortgage of the construction thereon in part (Developer's Area) for obtaining loan for the individual purchaser of flats/offices etc. In such an event the Owner if required shall join the DEVELOPER in creation of such mortgage on the terms to be

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mutually agreed. However, the DEVELOPER affirms and undertakes that all moneys obtained as loan by pledging, hypothecating or mortgaging the said property or creating charge on the said property (building under construction) shall be exclusively invested for construction and development of the said building only and such money shall not be diverted/invested in any other project work or purpose of the DEVELOPER.

26. That in case there be any defect in the title of the Owner or thereby any liability or any encumbrances, then in such event, the DEVELOPER shall be entitled to have such defects cured and/or liability cleared for and on behalf of the OWNER and at the Owner's cost and expenses, after intimating the OWNER in writing.
27. That all-out going viz., rates, rents, taxes, duties etc. on respect of said property and any existing buildings thereon, till the date of this agreement shall be borne and paid by the OWNER and the outgoing after the date of this agreement till the delivery of possession of the Owner's area shall be borne and paid by the DEVELOPER.
28. That in any event the Owner without prejudice to foregoing declarations agree and undertake to remove all the doubts and defects in title if any and clear all outstanding save or otherwise provided above at his/her own cost so that ultimately the said property is delivered to DEVELOPER to his/her nominees free from all encumbrances and defects.
29. That after delivery of the Owner's area to the Owner all out goings in respect of said property and the said building thereon shall be borne and paid by the Owner and the DEVELOPER and his/her nominees proportionately in the proportion of his/her respective shares in the total S.built-up area. The word

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*Director* 29/1/16



proportionately with all its cognate variation whenever used in the presents shall means the proportion in which the parties hereto or his/her nominees acquiring portions of the building are settled to the covered area in building/buildings.

30. That when delivery of possession of the Owner's area to the Owner by the DEVELOPER and subject to the other terms and conditions contained herein before or at such earlier time as may be mutually agreed upon, the Owner shall execute and register conveyance of 50% undivided share in the said property in favour of the DEVELOPER to its nominees/assignees including a co-operative Housing Society or association of person or Body corporate etc. In default of the Owner executing such transfer/ conveyance or such other deeds as may be deemed necessary by the DEVELOPER in spite of service notice in writing 15 days, the DEVELOPER shall be entitled to take all steps as may be necessary/ conveyance.
31. That the land Owners and Developer also mutually decided to divide their shares which details are hereunder:-

**Land Owner's Share (Flat)**

**Flat No-101 & 103 on 1<sup>st</sup> Floor**

**Flat No.- 202 & 204 on 2<sup>nd</sup>. Floor and 302 & 304 on 3<sup>rd</sup>. floor with parking spaces on ground floor**

**Developer's share (Flat)**

**Flat No.- 102 & 104 on 1<sup>st</sup>. Floor**

**Flat No.- 201 & 203 on 2<sup>nd</sup>. Floor and 301 & 303 on 3<sup>rd</sup>. Floor with parking spaces on ground floor.**

Including Common Passage under campus of the proposed building, Top Terrace etc



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32. That after the construction and completion of the project the respective share Owner i.e. DEVELOPER/promoter and the land Owner, shall be the absolute Owner of his/her share and he/she will be entitled to sell/Transfer his/her share and as per the Bihar Apartment Ownership Act. 2006 and Bihar Apartment Ownership Rules in section 5(1) clearly declared her shares as absolute OWNER and in the light of Bihar Apartment Ownership Act. 2006.
33. It is further agreed that if any extension is being made within the parameter's of PMC Rule, then the land owner will have no objection,. For the said extension further six month's time may be extended. It has also been agreed that in condition of any further extension the share of both the parties will be at par with original share division.
34. That the Land owner and his nominee/allottee has to pay any taxes, levy, Service Tax or any other taxes if required by the government in his own share.
35. That the Land owner and his nominee/allottee has to pay the maintenance charge/amenities i.e. Electric connection, Mutation by PMC, Transformer Installation, etc.
36. That the Developer as good will has paid a sum of Rs. 15,00,000/- (Rupees fifteen Lacs) only as non-refundable money to the Land owner. AND after execution of this Development Agreement, If the Land owner will demand any amount from the Developers, the extra amount will be adjusted from the owner's area at the rate of construction cost.
37. The Proposed building Specification in Schedule-II is attached with this deed.

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**SCHEDULE-I**

ALL THAT, piece and parcel of land measuring an area of 5 Katha, Situated at Mohalla- Sheopuri, Survey Mauza- Mainpura, P.S- Shastri Nagar, District Patna, within the Jurisdiction of Sub and Sadar Registry Office Patna, under Ward No-7, Govt. Valuation Serial No.210, Zone-3, Part of Cadestral Survey Plot No- 1453 and 1455, Khata No- 362 and 354, Tauzi No- 5123 and 15277, under Revenue Thana No. 2, which is under Patna Regional Development Authority and Patna Municipal Corporation, Patna, and the same is bounded as follows:-

**BOUNDARY**

North : Sri Dinesh Singh  
 South : Sri Sidhi Rai and others  
 East : Sri Ram Kishore Rai and vacant Plot  
 West : 20 feet wide Branch Road

In witnesses whereof the parties, have put their signature in presence of the witnesses on this day month and year mentioned above.

Witnesses

1. *Tamir*  
 29/01/16  
*Pranav*

S/o Sri Digvijay Singh  
 27/49, Bahadurpur  
 Housing colony  
 2. Patna - 26

*Deepak Kumar*  
*Sri Vijay Pal*  
*R/o Vill - Bala Aji*  
*P.S. - Khizor*  
*Dist - Muzo*

Typed by :

*Deepak Kumar Keshri*  
 Collectorate, Patna

*[Signature]* 23.1.16  
 Signature of the Land owner

*[Signature]* 23/01/2016  
 DIRECTOR

HAWELI HOMES PVT. LTD.

Signature of the Developer

*[Signature]* 29/1/2016  
 DIRECTOR

Drafted by :

*[Signature]* 29.1.16  
*Shil Kumar Singh*  
 Advocate  
 C.B.A., PATNA  
 Reg. No.-4062/96

सिद्धांत मंडल से चालान मिले।

मूब 1-1-16  
 28/1/16  
 प्रभात मिश्र

**SCHEDULE-II****Specification:**

|                 |   |                                                                                                                                                                                                                                                                                 |
|-----------------|---|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Foundation      | : | RCC Group pile foundation.                                                                                                                                                                                                                                                      |
| Super Structure | : | RCC Frame Structure as per Design consultant.                                                                                                                                                                                                                                   |
| Roof Slab       | : | Reinforced cement concrete (RCC)                                                                                                                                                                                                                                                |
| Brick Work      | : | Brick work in (1:4) mortar.                                                                                                                                                                                                                                                     |
| Finishing       | : | All walls and ceiling are internally cement plastered and POP punning, Pre cast fan ring in all fan points..                                                                                                                                                                    |
| External Wall   | : | Cement plastered will be painted with exterior (weather proof) paint.                                                                                                                                                                                                           |
| Doors           | : | Decorative Main Door and remaining flush door with seasoned sal wood, frame with two coats of synthetic enamel paint over a coat of primer.                                                                                                                                     |
| Windows         | : | Alluminium sliding window with reflective glasses and Alluminium grill.                                                                                                                                                                                                         |
| Flooring        | : | Drawing, Dining and Bed rooms: Vitrified Tiles, Kitchen & Toilets: 1'x1' ceramic floor tiles.                                                                                                                                                                                   |
| Glazed tiles    | : | 6' high colorful Tile in Toilets and 2" high colourful Tiles over kitchen platform. Colour Marble Top in Kitchen.                                                                                                                                                               |
| Toilets         | : | Standard make CP fittings, Hindware or Parryware ceramic ware, PVC doors with alluminium frame, Hot and Cold water provision in both Toilets.                                                                                                                                   |
| Kitchen         | : | Steel Sink, water filter point and Hot & cold water point, mixer and exhaust point.                                                                                                                                                                                             |
| Dining          | : | One Basin with pedestal.                                                                                                                                                                                                                                                        |
| Electrical      | : | All circuits connected by MCB power points for geyser in toilets, TV and Telephone outlet in Living area and A.c. point in all Bedrooms. Concealed PVC conduit wiring using copper conductor wire with standard quality (Electrical accessories and fixtures are not included). |
| Hardware        | : | Main door with Mortice Latch Lock and all other S.S. fittings.                                                                                                                                                                                                                  |
| Extra Feature   | : | S.S. Railing in Balcony stair case & common area will be Marble/Kota stone/V.T.                                                                                                                                                                                                 |

**Note :** *Specification are purely conceptual and not a legal offering further the builders, architects, reserved the right to add/delete any details /specifications/ elevation mentioned if so warranted by the circumstances.*

*[Signature]*  
29.1.16



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29/01/2016  
DIRECTOR

HAWELI HOMES PVT. LTD.  
*[Signature]*  
29/01/2016  
DIRECTOR

### 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. 436260/-  
Addl. Stamp duty paid under Municipal Act Rs. 0/-

Amt. Paid By N.J Stamp Paper Rs. 1000/-  
Amt. paid through Bank Challan Rs. 455760/-

| Registration Fee                                               |        |   |     |       |     |   |     |   |      | LLR + Proc Fee |          | Service Charge |     |
|----------------------------------------------------------------|--------|---|-----|-------|-----|---|-----|---|------|----------------|----------|----------------|-----|
| FEE PAID                                                       | A1     | 0 | C   | 0     | H1b | 0 | K1a | 0 | L1i  | 0              | LLR      | 0              | 500 |
|                                                                | A8     | 0 | D   | 0     | H2  | 0 | K1b | 0 | L1ii | 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 amount paid (Reg. fee+LLR, Proc+Service Charge) in Rs. - |        |   |     |       |     |   |     |   |      |                |          | 20500          |     |

Date: 29/01/2016

Registering Officer  
Patna

### Endorsement under section 52

Presented for registration at Registration Office, Patna on Friday, 29th January 2016 by Ranjan Kumar Singh S/O Late Sheo Shanker Singh by profession Others. Status - Executant

Signature/L.T.I. of Presentant

Date: 29/01/2016

Registering Officer  
Patna

### Endorsement under section 58

Execution is admitted by those Executants and Identified by the person ( Identified by 'Pranav ' age '40' Sex 'M', 'Digvijay Singh', resident of '2m/49, mahatma Gandhi Nagar, nagar, patna'. ), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

Date : 29/01/2016

Registering Officer  
Patna

### Endorsement of Certificate of Registration under section 60

Registered at Registration Office Patna in Book 1 Volume No. 35 on pages on 1 -19 , for the year 2016 and stored in CD volume No. CD-5 year 2016 .The document no. is printed on the Front Page of the document.

Date : 29/01/2016

Token No. : 1677

Year : 2016 S.No. : 1597

SCORE Ver.3.0

Deed No. : 1476



Registering Officer  
Patna

Name of the Licence Holder Mr.

Pranav

Son/Wife/Daughter of Digvijay

Singh



Specimen Signature or  
Thermal Impression of the  
Holder of the Licence.

Signature and designation of  
the Licence Authority.

D.L. No. 4481/94 Patna

Date of Issue 21.07.94

Name Pranav

Son/Wife/Daughter of Digvijay

Singh

Address 201/43 Mahatma

Gandhi Nagar Housing

Colony Patna

The holder of this licence is licensed to drive through  
the following vehicles of the following description:

- ☒ Motor Cycle without gear
- ☒ Motor Cycle with gear
- ☒ Light motor vehicle
- ☒ Medium passenger vehicle
- ☒ Heavy goods vehicle
- ☒ Heavy passenger motor vehicle

Vehicle of the following description

Light / Heavy only

The licence or drive  
license of the holder of this  
license is valid

Valid till 22-12-2026

Date of Birth 23-12-75

Educational Qualification

Blood Group with RH factor

Signature and designation

of the Licence Authority

Patna

Patna

चतुर्थ प्रति  
(कोषागार कार्यालय में)  
विहार सरकार  
निबंधन विभाग  
श्री चन्द्र

इलाखों के निबंधन के लिए जमा किए जाने वाले स्तम्भ शुल्क/निबंधन शुल्क एवं  
पुनर्गामी के निबंधन शुल्क के भुगतान के लिए बैंक चालान

1. पत्रकार का नाम/पत्र Haweli Hameer Pvt. Ltd. At - Ujja  
(किसी ओर से जमा किया जा रहा है) Ujja NTPC Road,  
2. इलाखों का प्रकार Khajepura, Patna - 14  
3. निबंधन कापीकरण Development Agreement  
4. बैंक का नाम एवं स्थान Patna Sadar  
5. भुगतान को करनेवाली शक्ति का विवरण 881 Patna

[illegible]

| क्र.सं. | मुक्तान का पद एवं शीर्ष                                                                                                                                                                                         | रकम                            |
|---------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|
| (क)     | ग्राम मुख-मुख शीर्ष-0830-स्थान एवं रोज़ेदार-उप-मुख शीर्ष 01-स्थान एवं रोज़ेदार लघु शीर्ष-100-स्थान एवं उप मुख शीर्ष-02 शीर्ष 0001, उक्त शीर्षों पर उक्त लघु शीर्षों के अनुसार शीर्ष विवरण कोड-R0030021030001    | 4,05,260<br>30,000<br>4,35,260 |
| (ख)     | रिजर्व मुख-मुख शीर्ष-0830-स्थान एवं रोज़ेदार मुख उप मुख शीर्ष-01 रोज़ेदार मुख, लघु शीर्ष-100-स्थान एवं उप रोज़ेदार मुख-उप शीर्ष 0001, उक्त शीर्षों पर उक्त लघु शीर्षों के अनुसार शीर्ष विवरण कोड-R0030031040001 | 20,000                         |
| (ग)     | मुख्य मुख-मुख शीर्ष-0839 मु. शीर्ष लघु शीर्ष-002-उप शीर्ष-01 उप शीर्ष-0006 अन्य मर-शाश्वत इकाई-7549 धूमि निर्बंधन मुख का आय विवरण कोड-R0019008000006                                                            | 1                              |
|         | मुक्तान का मासिक - मासिक/द्विमासिक<br>मु. शीर्ष 01-स्थान एवं रोज़ेदार लघु शीर्ष-100-स्थान एवं उप मुख शीर्ष-02 शीर्ष 0001, उक्त शीर्षों पर उक्त लघु शीर्षों के अनुसार शीर्ष विवरण कोड-R0030021030001             | 4,55,260                       |

स्थान Patna जमाकर का नाम एवं इस्ताफा  
 तारीख 29/01/16 

बैंक/हाफ्ट का नियम पोट पर अधिकतम करे।  
बैंक/हाफ्ट को रॉश अन्वर्षित होने के पश्चात् ही खोलें।

FOR USE OF THE BANK

स्कूल नं.: \_\_\_\_\_ तारीख: \_\_\_\_\_ अर्पित कोलाह  
 संख्या 05 में दिए गये विवरण को अनुसर र: \_\_\_\_\_  
 शायी तै: \_\_\_\_\_ प्राप्त किया

82-V-3336  
 15 JAN 2016

निबंधन हेतु सर्विस चार्ज लागू करने का विज्ञापन

दिनांक : .....  
 जमाकर्ता का पता : .....  
 मुद्रा : ..... शब्दों में : .....  
 जमा करने की तिथि : ..... बैंक को प्रेषित एवं भुगतान  
 बैंक खाते सं. : .....

9971458222

GOVT. OF BIHAR  
REGISTRATION OFFICE & PROMOTION  
PAPER (SCORE) BOARD

ॐ नमो भगवते वासुदेवाय

No 4714 order written 17/11/19

*Chas. J. Smith*

32

04.03.2014

Attendance has been filed  
on behalf of both parties.  
A compromise petition duly  
signed by both parties suppo-  
rted with affidavit has  
been filed. The case record  
is disposed of in the light  
of compromise petition. The  
fortem of compromise will  
be part of decree. Officer is  
directed to draw decree in the  
light of compromise petition  
and counters the case record  
in Record Room.

Authorization No. 2214

COURT FEE

INDIA



भारत

37414E

STAMP DUTY  
£0.0029

$$HS_{\infty} \approx 00000002 \approx 20.8.2074$$

बिहार  
JUDICIAL

5356 1921735

1.5-7-14

१९५१/५०५५-५०५५/५०५५  
 १९५१/५०५५-५०५५/५०५५

15-7-14

॥ श्री गणेशाय नमः ॥  
 श्री गणेशाय नमः ॥ श्री गणेशाय नमः ॥  
 श्री गणेशाय नमः ॥ श्री गणेशाय नमः ॥

Admission date - 28-11-06  
Disposal date - 04-07-14

# DECREE IN ORIGINAL SUIT

Order XX, Rules 6 and 7, Code of Civil Procedure

District Patna

In the Court of Munshi 2nd at Patna

Ejection Suit No. 09 of 2006  
Ramesh Kumar Singh, S/o Late Shiv Shankar Singh,  
R/o Lurje miwas, manas marg, Shivpuri, P.O. & P.S. Plaintiff  
Shastri Nagar, District - Patna

versus  
Dinesh Singh, S/o Late Uma Shankar Singh,  
R/o Village - Munara, P.S. Ramgah District - Kaimur (Bhabha) Defendant  
at present residing at Lurje miwas, manas marg, Shivpuri  
P.O. & P.S. Shastri Nagar, Distt. - Patna.

Note—The addresses given above are the addresses for service filed by the parties under rules 19 and 22 of Order VII, or under rules 11 and 12 of Order VIII, of the first Schedule to the Code of Civil procedure, with the exception of

who did not appear or omitted to file their addresses

PK  
9/4/06 15-7-14  
Muharrir

Claim for - Rs. 2000/-

That the cause of action for the suit arose on 8-4-2006 when the defendant assured that he would vacate the suit house/premises and return his village on 24.06.2006 when the defendant forcibly entered and occupied rooms and other portion of house at house on 25.06.2006 when the plaintiff husband requested the defendant to vacate the suit house but the defendant refused to oblige the plaintiff and on 26.06.2006 and 28.06.2006 when the legal notice served to the defendant and which was duly received by him.

That the subject matter of the suit lies within the territorial and pecuniary jurisdiction of this court.  
That the suit is valued at Rs. 2000/- upon which the ad valorem court fee is paid.  
That the plaintiff is making prayer for the following:-

CHINA SCORE, PATNA  
COURT FEE  
STAMP DUTY  
00000  
RS. 000008  
20.8.2014  
BIHAR JUDICIAL  
5357 0728853  
INDIA  
374148  
Zero+Zero+Zero+Zero+Zero+Zero+Eight..

②

On the Court of Munsif 22d Patna  
Eviction. 09/2006

RELIEFS:-

- ① That the court be pleased to pass a decree in favour of the plaintiff and against the defendant declaring that the defendant along with his family members entered into the suit house/premises illegally by trespass passing over the same and available to be evicted.
- ② That the court be further pleased to direct the defendant the defendant or who ever be found in the suit house/premises to vacate the same and handover its vacant possession to the plaintiff within the time/period fixed by the court failing which the defendant or whoever found in the suit house/premises is/are entitled for ejectment through the process of the court.
- ③ That the cost of the suit be awarded to the plaintiff.
- ④ Any other relief or reliefs which seems fit and proper be awarded to the plaintiff.

SCHEDULE - I

A house standing on plot no. 1453 and 1455 measuring 4 Katha ab lands situated at Manas marg in Mohalla Shiv Puri, P.O. & P.S. Shastri Nagar, within Patna Municipal Corporation

PK  
9/10/06  
15-7-14

by  
15/7/14  
Shivestdar



+  
Munsif 22d.  
18-7-14

2/2

(3)

On the court of Muzaffar Patna.

Enactment 09/2006

bearing Holding no. 724 in District  
and Town Patna, which is bounded  
as follows:—

North — House of Ajai K. Mishra.

South — House of Shri Ranjan Kumar Singh.

East — Lawn with 10 fruit trees and  
one Ashok tree.

West — Road.

### SCHEDULE — II

The details of land over which the  
suit house is cognized are as follows:

| Khata no. | Khesra no. | Area    |
|-----------|------------|---------|
| 362       | 1453       | 4 Katha |
| 354       | 1455       |         |

Boundary —

North — House of Ajai Mishra and Komal Singh.

South — Ranjan K. Singh and Siddhi Rai.

East — Vacant land (Plot no. 1458).

West — Road (Maina Marg).

### SCHEDULE — III

The portions of the suit premises formerly  
entered and occupied by the defendant:—  
One room in ground floor commonly known  
as guest room and two rooms along with  
kitchen, Bathroom, Toilet etc, over the  
first floor of the guest room, bounded  
as follows:—

2  
3

PK  
914016  
15-7-14

Shivendra  
15/7/14



Muzaffar  
18-7-14

(4)

In the Court of Munsif 2nd Patna.  
Eviction 09/06

North ——— Ajai Kr. Mishra  
South ——— Passage.  
East ——— Passage  
West ——— Motor room etc.

PC  
gg o/c  
15-7-14

by  
15/7/14  
Shivachand



by  
Munsif 2nd.  
18-7-14

$\frac{2}{4}$

Schedule XLII—High Court (U) 17 [Old G. P. 20]  
 Comity

This suit counting on this 9-10-17 for final disposal before Sri Anil Kumar Ram, Munsif 22nd Panch.

day in the presence of  
 Sri Subhash Kumar — Advocate for the plaintiff  
 and of Sri Ajay Kumar Singh — Advocate for the defendant  
 It is ordered and decreed that

The case record is disposed of in the light of compromise petition. The factors of compromise will be part of decree.

and that the sum of Rs. X  
 as paid by the

to the  
 an account of the costs of this suit, with interest thereon at the rate of per  
 annum from this date to date of realization.

Given under my hand and the seal of this Court, this\*

\* Enter here the date of the judgment.

PK  
 9/10/17  
 15-7-14

Shri Subhash Kumar  
 COSTS OF SUITS

day of 07 2014  
 Judge  
 18-07-14

| Plaintiff                       |     | Amount |    | Defendant                      |     | Amount |    |
|---------------------------------|-----|--------|----|--------------------------------|-----|--------|----|
| Disallowed                      |     | Rs.    | P. | Disallowed                     |     | Rs.    | P. |
| 1. Stamp for complaint          | ... | 37     | 00 | Stamp for power                | ... |        |    |
| 2. Do for power                 | ... | 10     | 00 | Do for petition or affidavit   | ... |        |    |
| 3. Do for petition or affidavit | ... |        |    | Cost for exhibition            | ... |        |    |
| 4. Cost for exhibits            | ... |        |    | Pleader's fee                  | ... |        |    |
| 5. Pleader's fee on Rs.         | ... | 30     | 00 | Subsistence:—                  | ... |        |    |
| 6. Subsistence:—                | ... | 5      | 00 | (a) for defendant or his agent | ... |        |    |
| (a) for plaintiff or his agent  | ... |        |    | (b) for witnesses              | ... |        |    |
| (b) for witnesses               | ... |        |    | Commissioner's fee             | ... |        |    |
| 7. Commissioner's fee           | ... |        |    | Service of process             | ... |        |    |
| 8. Service of process           | ... |        |    | Copying or typing charges      | ... |        |    |
| 9. Copying or typing charge     | ... | 20     | 00 |                                |     |        |    |
| Total                           |     | 141    | 00 | Total                          |     |        |    |

37/17

20/8/14 20/8/14

20-8-14

5/5

8-8-14 20-8-14 20-8-14 20-8-14

GOVT. OF BIHAR  
Registration, Exise & Prohibition Dept.  
PATNA SCORE, PATNA

124  
114  
54.700

COURT FEE

Authorization No. 2915

भारत  
INDIA

Stamp Duty  
00000

Rs. 0000005

3752654

बिहार  
JUDICIAL

3.7.2014

BIHAR

0132 7541420

## In The Court of Munshif-IInd, at Patna.

Eviction Suit No.09 of 2006.

SRI RANJAN KUMAR SINGH, Son of Late Shiv Shankar Singh and Late Girja Devi @ Girja Singh, resident of "Girja Niwas" Manas Marg, Shivpuri, P.O. & P.S. Shastri Nagar, Town and District Patna.

Plaintiff.

Versus

SRI DINESH SINGH, Son of Late Uma Shankar Rai @ Uma Shankar Singh, resident of village Munsia, P.S. Ramgarh, District Kaimur, in the state of Bihar, presently residing at "Girja Niwas" Manas Marg, Shivpuri, P.O. & P.S. Shastri Nagar, Town and District Patna.

Defendant.

*May 16, Singh  
Advocate for  
Defendant  
4.7.2014*

*Subhash Kumar  
Advocate for  
Plaintiff  
4/7/2014*

The humble joint compromise petition filed on behalf of the above named parties U/O XXIII, Rule 03 of Code of Civil Procedure.

*Dinesh Singh  
21/7/14*

*Ranjana Kumar Singh  
4/7/14*

Most respectfully sheweth :-

1. That the present suit originally filed by Late Girja Devi @ Girja Singh (mother of the present plaintiff), against Late Uma Shankar Rai @ Uma Shankar Singh and both the original plaintiff and defendant died during pendency of the suit. Subsequently, the legal heirs of the plaintiff and defendant have been substituted in place of respective plaintiff and defendant vide order dated 03. 06. 2014. The right to sue survive to them as being the sole legal representative and heirs of late the plaintiff and defendant.
2. That due to intervention of common friends, well wishers and family members of both the substituted plaintiff and defendant have made an amicable settlement and decided to restore their relationship by resolving the dispute.
3. That the parties of this suit amicably have agreed to settle their disputes in the following terms and conditions :-
  - (a) That as per terms and conditions of this compromise, it has been decided that out of total six katha of land, the plaintiff will hand over one katha of land measuring 12 feet width and 118 feet depth of the land in the northern portion of the land along with temporary construction thereon to the defendant Shri Dinesh Singh and the remaining five kathas of land on the southern side measuring 58 feet width and 118 feet depth land including main house and other construction will be retained by the plaintiff.

Dinesh Singh.  
4/7/14

Ranjan Kumar Singh  
4/7/14

- (b) That to hand over one katha land, the plaintiff has to demolish a part of the main constructed house from the northern side of the house measuring 6 feet width and 50 feet depth.
- (c) That the plaintiff agreed to demolish part of his main house and hand over the land measuring 6 feet width and 50 feet depth to the defendant within 90 days from the date of execution of this compromise petition.
- (d) That after execution of this compromise petition, the plaintiff will become the absolute owner of 05 kathas of land, fully mentioned in Schedule-I of this compromise petition. Except **SRI RANJAN KUMAR SINGH**, no one else will have any right, title and interest over the property in question, fully mentioned in Schedule-I of this compromise petition.
- (e) That after execution of this compromise petition, the defendant become the absolute owner of 01 katha of land, fully mentioned in Schedule-II of this compromise petition. Except **SRI DINESH SINGH**, no one else will have any right, title and interest over the property in question, fully mentioned in Schedule-II of this compromise petition.
- (f) That after execution of this compromise petition both the plaintiff and the defendant may use their respective land / area in the manner as they deem fit and proper. They are also free to get their names mutated in Municipal records, Government records or any other place or places as they deem fit and proper.
- (g) That the terms and conditions of this compromise petition shall be binding upon both the parties of this compromise petition

Dinesh Singh.  
4/7/14

Ranjan Kumar Singh.  
4/7/14 3/9

as well as their respective legal heirs, legal representatives, Executors and Administrators.

- (h) That both the parties of this compromise petition have read and understood the contents of this compromise petition and after finding the same to be true and correct, both the parties and their respective lawyers put their respective signatures in token of acceptance of the terms and conditions of this compromise petition, on this 4<sup>th</sup> day, of July, 2014.

### Schedule - I

Description of southern 5 katha of land being the absolute share of Sri Ranjan Kumar Singh

| Mauza      | Tauzi No. | Khata No. | Plot No. | Area                            |
|------------|-----------|-----------|----------|---------------------------------|
| Mainpura   | 5123      | 362       | 1453     | 5 katha out of                  |
| (Shivpuri) | 15277     | 354       | 1455     | total 6 katha on southern side. |

Bounded as follows:

North: Dinesh Singh  
 South: Sidhi Rai & others.  
 East: Ram kishore Rai & Vacant plot.  
 West: 20 feet Road (Manas Marg)

Dinesh Singh.  
4/7/14

Ranjan Kumar Singh  
4/7/14

## Schedule - II

Description of northern 1 katha of land being the absolute share of Sri Dinesh Singh

| Mauza      | Tauzi | Khata | Plot | Area                                               |
|------------|-------|-------|------|----------------------------------------------------|
|            | No.   | No.   | No.  |                                                    |
| Mainpura   | 5123  | 362   | 1453 | 1 katha                                            |
| (Shivpuri) | 15277 | 354   | 1455 | out of<br>total 6<br>katha on<br>northern<br>side. |

Bounded as follows: \_\_\_\_\_

North: Ajay Mishra  
 South: Ranjan Kumar Singh.  
 East: Vacant plot & others.  
 West: 20 feet Road (Manas Marg)

4. That the dispute between the parties has been validly settled out of court, so they are making prayer before this Hon'ble court to pass decree in accordance with this compromise petition.

It is therefore, prayed that your honour may graciously

Dinesh Singh  
4/7/14

Ranjan Kumar Singh  
4/7/14  
5/9

be pleased to accept this petition and pass decree in the light of compromise petition.

AND/OR

To pass such other order/orders as your honour may deem fit and proper.

And for this, the parties shall ever pray.

Signature of witnesses.

① Praveen  
S/o Sri Digvijay Singh  
2M/49, Behadurpur  
housing Colony  
P.S. - Agamkura  
Dist. - Patna.

② श्रीमान् प्रवीण सिंह  
निवासी नं. 25  
14/7/2014 को-4

Apptg. Adv. for  
defendant

Subhash Kumar  
Adv.  
4/7/2014

Signature of the plaintiff.

Ranjan Kumar Singh  
4/7/14

Signature of the defendant.

Dinesh Singh.  
4/7/14

## Verification

We, Ranjan Kumar Singh, son of Late Shiv Shankar Singh, and Late Girja Devi @ Girja Singh, resident of Girja Niwas, Manas Marg, Shivpuri, P.O & P.S- Shastri Nagar, District- Patna (Plaintiff) and Dinesh Singh son of Late Uma Shankar Rai @ Uma Shankar Singh, resident of village- Munsia, P.S- Ramgarh, District- Kaimur (Bhabua) and At present residing at Girja Niwas, Manas Marg, Shivpuri, P.O & P.S- Shastri Nagar, District - Patna (Defendant) do hereby verify that the contents of this petition have been read over and explained to us in simple Hindi which are found true and correct to the best of our knowledge and belief.

Verified and signed on the 4 day of 7 2014 within the premises of Civil Court, Patna.

Ajay Krishna  
Advocate for  
defendant,  
4/7/2014

4/7/14

Subhash Kumar  
Advocate for  
plaintiff  
4/7/2014

Ranjan Kumar Singh  
4/7/14

Dinesh Singh.  
4/7/14

GOVT. OF BIHAR  
Registration, Enrolment & Probation Dept.  
PATNA SCORE, PATNA



STAMP DUTY

00000

बिहार  
JUDICIAL

COURT FEE

Rs. 00000005 = 3.7.2014

375268

BIHAR

1012. 140 2715

INDIA - Zero-Zero-Zero-Zero-Zero-Zero-Zero-Five

0121 6909478



I, Ranjan Kumar Singh, son of Late Shiv Shankar Singh, and Late Girja Devi @ Girja Singh, resident of Girja Niwas, Manas Marg, Shivpuri, P.O. & P.S. Shastri Nagar, District - Patna do hereby solemnly affirm and declare as follows:-

1. That I am the plaintiff in this case and as such am fully conversant with the facts and circumstances of this case.
2. That the contents of this petition as well as this affidavit have been read over and explained to us in simple Hindi which are found true and correct to the best of our knowledge and belief.

*Handwritten notes and signatures on the left margin:*  
Ranjan Kumar Singh  
No. 19  
Date 4/8/14  
[Signature]



*Handwritten signature and text:*  
Subhash Kumar  
Notary Public, Patna  
He has Signed in my presence  
4/8/14

*Handwritten signature and date:*  
Ranjan Kumar Singh  
4/8/14

GOVT. OF BIHAR  
Registration, Excise & Prohibition Deptt.  
PATNA SCORE, PATNA

COURT FEE

Authorization No. 7915



STAMP OUT

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बिहार  
JUDICIAL

-2.7.2014

BIHAR

## Affidavit



No. 20 Date 4/2/96

I, Dinesh Singh son of Late Uma Shankar Rai @ Uma Shankar Singh,  
resident of village- Munsia, P.S.- Ramgarh, District- Kaimur (Bhabua)  
and At present residing at Girja Niwas, Manas Marg, Shivpuri, P.O. &  
P.S- Shastri Nagar, District- Patna do hereby solemnly affirm and  
declare as follows:-

1. That I am the defendant in this case and as such am fully conversant with the facts and circumstances of this case.
2. That the contents of this petition as well as this affidavit have been read over and explained to us in simple Hindi which are found true and correct to the best of our knowledge and belief.

Authorization No. 25315

COURT FEE

GOVT. OF BIHAR  
Registration, Excise & Production Deptt.  
PATNA SCORE, PATNA.

BLANK DUTY  
00000

विद्युत्  
JUDICIAL

- 8 - 2014

BILHAR

9908 7932418

*[Signature]*  
 I have read the deposition/enclosure  
 and have signed in my presence

<sup>MV Dragon</sup>  
Prepared by Compared by

$\frac{12 \text{ sh}}{2278 \text{ m}}$

$\frac{221}{221} \cdot 8114$

FORWARDED TO THE TROOP POSTER BOARD  
Per S. L.

AT 1000



3. W. L. ... is being identified by ...  
... Advocate, Selenmunity ofirmed and  
... interviewed before me.

C. R. Ph. Notary, Patna

2/26/2

F  
2148  
6 sheets  
I-A  
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R.R. 12/11/94  
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4 sheets  
12/11/94

6.0  
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जिला - बटना ।

प्रमाणपत्र :- द्वितीय प्रमाणपत्र, बटना ।

उपस्थिति :- श्री बी.एस.एम. समिती,  
द्वितीय प्रमाणपत्र, बटना ।

बटना, दिनांक 20 सितम्बर, 1994

सबसे बड़ा लेखा-57/1992  
=====

श्री उमा देवी राव एवं अन्य ----- बादीगण

वनात

विनय कुमार तिवहा बगीचा ----- पुतिबादीगण

उपस्थिता बादी की ओर से -

उपस्थिता पुतिबादीगण की ओर से -

निर्णय

1. बादी दवाबत यह बात इन उपस्थित के लिए दाखल किया गया है कि विवादी जमीन जो अनुसूची-1 में दिखाया गया है, बादी परामर्श कालिह से एवं उनका उदा मिश्र एवं लक्ष्मी पुतिबादी को विवादी जमीन यह कोई एक एवं स्वामित्व नहीं है ।

2. बादी का तर्कमत में कम इस प्रकार है कि अनुसूची-1 में वर्णित जमीन पहले राजस्थान राजत की थी जिसे बादी लेखा 1 एवं पुतिबादी के विवादी निर्वाचित विद्वान-बन द्वारा दिनांक 23-1-63 को खरीदा है। बादी लेखा 1 बादी लेखा 2 के तहत आते हैं । पुतिबादी के विवादी बादी लेखा 1 से अनुसूची किया कि एक 6 बट्टा जमीन में 2 बट्टा जमीन उन्हें भी मिला है एवं वह इनका भुगतान बाद में कर देगे । बादी लेखा 1 एवं पुतिबादी के विवादी धर्मिष्ठ विन से इसलिए बादी ने उनकी बात को स्वीकार कर लिया एवं पुतिबादी के विवादी के नाम से 2 बट्टा जमीन का तैल डीज मिला गया जिसका रैता बादी ने ही दिया है वेकिन पुतिबादी के विवादी एवं पुतिबादी द्वारा तैल रैता भुगतान नहीं किए नुर्न एवं सीटीपुर (अहमदाबाद) में ही बतना चाहते हैं । बादीगण



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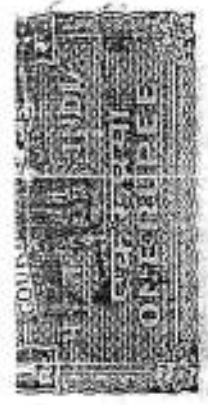
बिबादीजमीन पर होने वाला कानून। यहाँ से दूर हैं। इतिबादी के बिताजी ने करते तब अपने लड़के इतिबादी को बिबादीजमीन लौटा देने के लिए कहा था क्योंकि वह बैठा का भुगतान नहीं किया था। इतिबादी ने कहा कि बिबादी के दंड में बिबा है कि बिबादी जमीन का कौन सा अंश नहीं किया है सब वह उनके दंड में भी नहीं है सब बादीगम ने दोषपूर्ण रूप से कहा कि वह अपने बेटे से धनवादा है सब उनके बिताजी के इच्छा के अनुसार बिबादी जमीन बादी को वापस करते हैं। आगे कोई कठिनाई न हो, उनके लिए बादी अपने स्वामित्व का उद्घोषणा करना चाहते हैं।



3. इतिबादीगम उपस्थित होकर बकान तहसील टाउन बिबा है सब इन्होंने बाट बर के काम का तर्क दिया है और कहा है कि इनके बिताजी और बादी इतिबादी बिबा के सहज बिताजी के अनुग्रह करने पर बादी तबका। दो कटवा जमीन अपने बेटे से उनके नाम से लिखा बिबा लेकिन इनके बिताजी ने उस उत जमीन पर कानून बनाना नहीं चाहते हैं सब बादी उत्तर करता भी बना लिये हैं तथा जमीन का कौन सा सब निबंध का धर्म भी बादी ने ही दिया है। इनके बिताजी ने करते तब जमीन वापस करने का आदेश प्रत्यक्ष इतिबादी को दिया था। स्वामी बिताजी के इच्छा के अनुसार बिबादीजमीन वापस कर दिया है। इन्होंने कहा है कि यदि बादी ने नाम से बादी को डिग्री होजाता है तो इनके कोई आशय नहीं होगा।



4. बादी की ओर से लाली तारी तबका। उमा शंकर राव ने अपने बरीयत में कहा है कि बिबादी जमीन का आता नं० 342 सब 354, प्लॉट नं० 1453 सब 1455, रकबा 6 कटवा है। बिबादी जमीन 2 कटवा है जिसे उन्होंने राजमाल राजा से निबंधित बिबु बर दबारा दिया है जिसका बिबु बर लिखाते तब इतिबादी के बिताजी को इनके पॉन्ड लिखा है; 2 कटवा जमीन देने की बात कहा और कहा कि बाट में बैठा देने लेकिन आज तक वह बैठा नहीं दिखे। रजिस्ट्री का भी सब वह नहीं दिखे। करते तब उन्होंने अपने लड़के इतिबादी को कहा था कि वह बिबादी जमीन का बैठा बादी को नहीं दिया है इसलिए जमीन लौटा देंगे। बिबादी दो कटवा जमीन पर बादी ने दो बकान का कानून बनाने



cont.

हूए हैं। इनके भीतर राजन बरामद हाथकरीब दिखेदार है सब तभी  
इसका है। तासी संख्या 2 पन्थिका बुलाद ने जुदगी। तासित किया  
है जो विदुष्य है।

5. उम्ह वरुणों के बाट एवं प्रतिबाट के आलोच में निम्नांकित बाटबद  
निमित्त किया गया:-

1. क्या बाटो का बाट घाने योग्य है?
2. क्या बाटो को बाट दावर करने का वैधिक कारण है?
3. क्या बाट काय वरिष्ठिका से बाधित है?
4. क्या बाटो-गण विवादी जमीन का एकत्रण आतिष्ठ है एवं  
उत्तरा स्वाभित्त एवं दृष्टा है तथा प्रतिबाटो को कोई हक  
वा स्वाभित्त नहीं है?
5. क्या बाटो अनुवतुतोष जाने का हकदार है?

6. बाट बट संख्या 4

बाटो ने बाट वन में कहा है कि विवादी जमीन अपने बंता ते  
वही रहें थे तो प्रतिबाटो के विवादी जो इनके घनिष्ठ मित्र थे, अपने  
नाम से 2 कदवा जमीन लिखाने की बात कहा और कहा कि वेता बाट  
में देते। जमीन उनके नाम से लिखा गया था कि लेकिन वही ने ही दिखे  
थे। प्रतिबाटो के विवादी इनको बंता नहीं तोलाये एवं उन्होंने अपने लुके  
की जमीन बाबत करने के लिए कहा। इन्होंने अपने लुके से विवादी जमीन  
पर ही बयका का करार भी बनाया है। प्रतिबाटो ने अपने प्रधान तहरीर  
में बाटो के कर्म का तर्कन किया है। प्रतिबाटो संख्या 1 ने अपने  
नाम में भी बाट वन का बुरी लुके से तर्कन किया है। चूंकि प्रतिबाटो  
उत्तरे स्वाभित्त का विरोध नहीं करते हैं। बल्कि उनका कहना है कि  
इनके विवादी करते तबब कहा था कि बट बाटो को बंता नहीं दिया है,  
एवं प्रतिबाटो का लुके भी बाटो का लुके है। ऐसी वरिष्ठिका में विवादी  
जमीन बाटो को तोला है। उनके अतिरिक्त इच्छा के अनुसार जमीन बाबत कर  
दिया है। ऐसी वरिष्ठिका में मैं बता हू कि बाटो का विवादी जमीन  
पर बुरी स्वाभित्त, हक एवं अधिकार है। उतः बट बाट बट बाटो के वक्ष  
में घोषित किया जाता है।

समस्त बाट वन संयोजन

sent.

7. बाट बट संख्या 3

संवाचित नहीं किया गया है।

8. बाट बट संख्या 1, 2 एवं 5

उपरोक्त वर्णित परिस्थितियों में एवं अभिलेख में दृष्टत तथ्यों के आधार पर मैं बताता हूँ कि बाटी का बाट करने योग्य है एवं बाट टाकर करने का वैध अधिकार है तथा बाटी अब अनुसूचित होने का भी हकदार है।

9. उपरोक्त वर्णित परिस्थितियों एवं अभिलेख में दृष्टत तथ्यों के आधार पर मैं बताता हूँ कि बाटी अपने बाट करने का पूर्ण स्व है तदर्थन किया है। अतः

आदेश

बाटी का बाट मैं तदर्थन बिना उसे के डिग्री दिया

जाता है।

संवाचित द्वारा

24/12/04  
प्रतिभ नवाकरता, बटना।

24/12/04  
प्रतिभ नवाकरता, बटना।



Ready  
24/12/04

Carph  
24/12/04

RECEIVED BY THE  
24/12/04

24/12/04



Schedule III - High Courts (a) 17 (Ord. 11, 1908)

DEPARTMENT OF REVENUE

Order 22, Rules 1 and 2

Plaintiff

In the Court of Plaintiff - D.D.

Title No. 57 of 1933

1. Sri Chait Shankar Rai vs. Late Ram Narish Rai

D.J. 1-10-92

D.D. 20-3-36

(1) Biraj Kumar Sinha (vs. Biraj Kumar Sinha)

NOTE.-The addresses given above are the addresses for service filed by the parties under rules 11 and 12 of Order VII, or under rules 11 and 12 of Order VIII, of the new Schedule to the Code of Civil procedure, with the exception of who did not appear or permitted to file such addresses

22.9.94

1017

20 OCT

No. 1111

That the cause of action for the present arose on 21.8.33 when the plaintiff died was executed by the defendant and on 2.9.33 when the defendant was appointed as a defendant in the court.

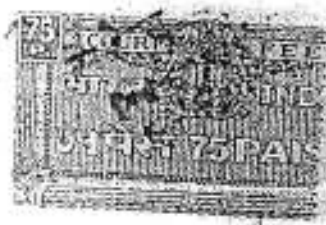
The plaintiff prays for the following reliefs

(A) It is declared by the court that the plaintiff is the absolute owner having full right, title and interest over the lands given in schedule I of the plaint and in respect of which the defendant has no claim of right, title and interest.

(B) The plaintiff may be given such other relief or reliefs as the court may think fit.

Schedule I

Portion of land situated at Mohalla - X



1) Sri Ranjan Kumar Singh 50 Sri Shree Shree Singh  
last of village - Mushigan P.S. - Rangesh, District  
Mathura  
Plauty 22s

All sons of Late Sri. H. N. S. of village Lodhara  
P.S. - Kanpi District Jahanabad. H. Prasad, H. Singh, H. Ram  
Mehra - 1 - 40 sons of Late Sri. H. N. S. of village Lodhara  
Part no - 23

X. Shivapuri in village Mungpur, Revenue Thana Phulwari  
No. 2 Police Station Sastronagar District Arunachal  
two pucca patta rooms fitted with wooden doors windows  
and other building materials bearing Plata Nos. 362 and  
354. Plot no. 1453 and 1455 respectively, Tausi No.  
5123  
15277

On 27.9.94  
of

23/11  
27/9/99

970-6-10-10

*Maryland*

14.2.04 — 24.1.04 — 24.07 — 24.07 — 24.07 — 24.07

Case No. 1111—High Court (J) 17 (Old C. No. 1111)

This case came on for trial on 14.10.1914 for final disposal before  
Sri Bishwanath Lalidas Muniyappa for the plaintiff  
Sri Madan Mohan Sahai (Advocate) for the plaintiff  
Sri Sankar Kumar (Advocate) for the defendant

It is ordered and decreed that वारी अर वाद में खर्चदार सिना रतन के (36)  
पिना जगन के

and that the sum of Rs. X  
is paid by the

on account of the costs of this suit, with interest thereon at the rate of X per cent  
 annum from this date to date of realization.

Given under my hand and the seal of this court this 10 day of September 1914

*Compromised  
27.9.14  
OK*

*Handwritten  
27/9/14*

*Handwritten  
11/10/14  
Sri Bishwanath Lalidas Muniyappa*

**COSTS OF SUIT**

| Plaintiff's Disallowed             | Amount Rs. P. | Defendant's Disallowed            | Amount Rs. P. |
|------------------------------------|---------------|-----------------------------------|---------------|
| 1. Stamp for complaint ..          | 24 38         | Stamp for power ..                | 4 50          |
| 2. Do for power ..                 | 4 50          | Do for petition or affidavit ..   | 6 75          |
| 3. Do for petition or affidavit .. | 11 20         | Cost for exhibits ..              | —             |
| 4. Cost for exhibits ..            | —             | Pleader's fee ..                  | 32 00         |
| 5. Pleader's fee on Rs. ..         | 32 00         | Subsistence—                      | —             |
| 6. Subsistence—                    | —             | (a) for defendant or his agent .. | —             |
| (a) for plaintiff or his agent ..  | —             | (b) for witnesses ..              | —             |
| (b) for witnesses ..               | —             | Commissioner's fee ..             | —             |
| 7. Commissioner's fee ..           | —             | Service of process ..             | —             |
| 8. Service of process ..           | 3 00          | Copying or typing charges ..      | 10 00         |
| 9. Copying or typing charges ..    | 10 00         |                                   |               |
|                                    | 90 45         | Total ..                          | 53 20         |

*Handwritten  
24/10/14  
Sri Bishwanath Lalidas Muniyappa*

*Handwritten  
Recd by  
24/10/14  
Camp by  
24/10/14*



मालगुजारी । ००५ दि० न० प्रेस, गया ।  
करदे मालकी/करदे रयती ।

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852661

sch. XIV—F. No. 180V वि० न० प्रेस, गया ।  
रसीद मालगुजारी । करदे मालकी/करदे रयती ।  
भाग सकल । नाम मोजा मय नाम रयत मय बलिदयत जमाबन्दी  
धाना वा भात नम्बर । जो सकुनत । नम्बर ।

रसाता  
382  
सेखरा  
9883

पञ्चा ५२०१/२ वी ३ माघ १९८१ राधा  
अराजी नगरी अराजी भावली ५२०१/२ वी ३ माघ १९८१ राधा  
०.०६ १/२ वी ३ माघ १९८१ राधा  
जोत का सालाना भाग मय तफसील मालगुजारी/मोजा मय बलिदयत जमाबन्दी

| भाग बाबत       | सालाना | बकाया                |             |             |             | हाल  |
|----------------|--------|----------------------|-------------|-------------|-------------|------|
|                |        | तीन वर्ष से ज्यादा । | ३ रा वर्ष । | २ रा वर्ष । | १ ला वर्ष । |      |
| माल- (नगरी)    | १.००   |                      |             |             | १.००        | १.०० |
| गुजारी (भावली) | ०.२५   |                      |             |             | ०.२५        | ०.२५ |
| सेस ...        | ०.५०   |                      |             |             | ०.५०        | ०.५० |
| *सूद ...       | ०.५०   |                      |             |             | ०.५०        | ०.५० |
| मृतफरकात ...   | ०.२५   |                      |             |             | ०.२५        | ०.२५ |
| मीजान          | २.५०   |                      |             |             | २.५०        | २.५० |

तफसील बकायकारी ।

| अराजकारी बाबत  | बकाया                |             |             |             | मोताबला हाल । | फाजिल |
|----------------|----------------------|-------------|-------------|-------------|---------------|-------|
|                | तीन वर्ष से ज्यादा । | ३ रा वर्ष । | २ रा वर्ष । | १ ला वर्ष । |               |       |
| माल- (नगरी)    |                      |             |             | १.००        | १.००          |       |
| गुजारी (भावली) |                      |             |             | ०.२५        | ०.२५          |       |
| सेस ..         |                      |             |             | ०.५०        | ०.५०          |       |
| *सूद ..        |                      |             |             | ०.५०        | ०.५०          |       |
| मृतफरकात ..    |                      |             |             | ०.२५        | ०.२५          |       |
| मीजान अदायकारी |                      |             |             | २.५०        | २.५०          |       |

- (१) मीजान कुल (लफ्जों में) पांच रुपये मात्र = ५.००  
(२) नाम देहिन्दा ६०६  
(३) कुल बकाया ५.००

इस्तख्त बो तारीख अमला तहसील कुनिन्दा ।

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

