

भारतीय गैर न्यायिक INDIA NON JUDICIAL

रु.5000

Rs.5000

पाँच हजार रुपये

FIVE THOUSAND RUPEES

INDIA

बिहार BIHAR

Serial No. 2718

16940 दिनांक 24/2/2021

समावेष्ट संख्या 16940

Deed No. 2982

केता का नाम एवं पता

मेसर्स सि. ए. वी. विन्सट एंड डेव्लपर्स प्रा. लि.
मानव्य अलिमि कावमिअत (प्रा. लि.) मैदान, पटना

Govt. of Bihar

District Registry Office, Patna

Summary of Endorsement

This document was presented for registration on 25/02/2021 by Rukhsana Fatima

A Stamp Duty of Rs. 831000/- and other Fees of Rs. 217075/- 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. 2982 in Book No. 1, Volume No. 76 on pages from 212 to 227 and has been preserved in total 16 pages in C.D. No. 10 / Year 2021

दस्तावेज की जाँच किया एवं
दस्तावेज में अंकित वर्णित
विवरणों के अनुरूप सही पाया
Date: 25/02/2021

जोय लिपिक
(अरुण कुमार महाराज)

(ABSOLUTE SALE DEED-LAND)

Signature with Date
(Satya Narayan Chaudhry)
Registering Officer, Patna

NAME AND ADDRESS OF THE VENDOR

Rukhsana Fatima (Aadhar No. 5354 5766 7853,

PAN: ACLPF2674E & Mob. 9819576311) daughter of

Syed Ali Kazim, Mother Anis Fatma and wife of Neyazur

Rahman, resident of Station Road, Goriya Toli, P.S. Gandhi

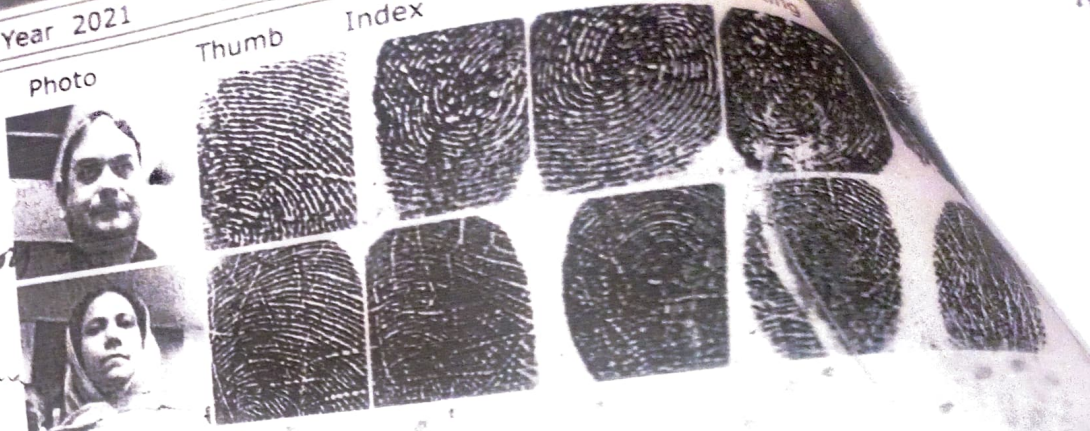
Maidan, P.O. G.P.O., District Patna, Pin Code 800001, by

Nationality-Indian.

NIAGAREE BUILD. & DEVELOP. PVT. LTD

Managing Director

PresType
Claimant Name
Naushad Alam (M.
Dir.)



Sig. *[Signature]*

Presented By Rukhsana Fatima

Sig. *Rukhsana Fatima*
25.2.2021

Executant Rukhsana Fatima

Sig. *Rukhsana Fatima*
25.2.2021

Identified By Sarfraz Quriashi

Sig. *Sarfraz Quriashi*
25-02-2021



अनुमानित प्रारूपक/केत/विकेता द्वारा दिखाये गये भूमि/संपत्ति
मौजा/पुहल्ल... थाना/वार्ड नं०... हो०न०...
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NIAGAREE BUILD. & DEVELOP. PVT. LTD
Managing Director



Rukhsana Fatima
25.2.2021



(2)

2. **NAME AND ADDRESS OF THE VENDEE**

M/S NIAGAREE BUILDERS & DEVELOPER PVT. LTD. Registered under Company Act 1956, bearing registration No. 8297, having its Office at 503, Adharshila Complex, South Gandhi Maidan, P.S. Gandhi Maidan District Patna represented by its Managing Director Mr. Naushad Alam son of Mr. Adalat Husain, by Nationality-Indian.

PAN: AAACN9905E

Mob. 9431025397

3. **NATURE OF THE DOCUMENT**

DEED OF ABSOLUTE SALE

4. **CONSIDERATION AMOUNT**

Rs. 1,00,00,000/-(Rupees One Crore Only) the actual consideration amount and Stamp duty is dully paid.

5. **DESCRIPTION OF THE PROPERTY HEREBY CONVEYED:-**

ALL THAT, piece and parcel of vacant residential land with right title, interest and possession thereon and therein, measuring an area of 2587 Sq. Ft. equivalent to = 5.94 Decimals, situated at Mauza Sandalpur, P.S. Sultanganj, present P.S. Bahadurpur, District Patna, within the Jurisdiction of sub Registry Office Patna City and Sadar Registry Office, Patna under Thana No. 11 (Eleven), Tauzi No. 303, Khata No. 348, Survey Plot No. 730 (Part), Marked as Sub Plot No. A/55, **Zone-2, Government Valuation List Serial No. 500**, Circle No. 54 (Fifty Four), Ward No. 15/21/ Old Ward No. 36(New), Present Ward No. 47, **Jamabandi no. 3262 (Old) and others** known as Sultanganj Sahkari Grih Nirman Samiti Ltd., Patna, Annual Rent Rs. 1/- Only payable to the State Government of Bihar through Circle

fatma
Rubensha
25.7.2021

NIAGAREE BUILD. & DEVELOP. PVT. LTD

Managing Director

सभी प्र

(3)
Officer, Sadar Patna, which are under Patna Municipal Corporation, Patna and the same is bounded and butted as follows:-

BOUNDARY

NORTH : 20 Feet wide Road (Branch Road)
SOUTH : Sub Plot No. A/56
EAST : 20 Feet wide Road (Branch Road)
WEST : Part of Sub Plot No. 730

DIMENSION

NORTH : 52 Feet 0 Inch
SOUTH : 52 Feet 0 Inch
EAST : 49 Feet 9 Inches
WEST : 49 Feet 9 Inches

To be noted that as per order of Bihar Government Survey Village and District have to mention in the Sale deed which runs hereunder :-

District - Patna
Revenue Circle - Patna Sadar
Revenue Halka - Bankipur
Revenue Village - Sandalpur
Revenue Thana No. - 11

That the said property has not been acquired by the State Government till date and the property is free from Gair-Mazaurwa aam and Waqf Board/Trust Niyas Board, Religious Trust or Khas Mahal Land.

THIS DEED OF ABSOLUTE SALE IS MADE ON
THIS THE 25th DAY OF FEBRUARY 2021, AT PATNA.

Rubensana Fatima

25.2.2021

NIAGAREE BUILD. & DEVELOP. PVT. LTD

Managing Director

(4)

BETWEEN

Rukhsana Fatima, as fully described in Column No. 1 of this deed hereinafter called the Vendor, which expression unless repugnant to the context shall mean and include her heirs, executors, administrators, assignees and successors in interest of the ONE PART.

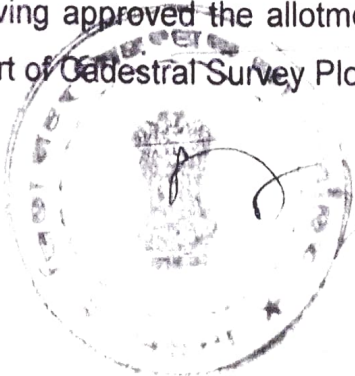
AND

M/S NIAGAREE BUILDERS & DEVELOPER PVT. LTD. as fully described in column No. 1, of this deed, hereinafter referred as the vendee which expression shall unless excluded by or repugnant to the context mean and include his/its executors, administrators, representatives, and assignees in interest of the OTHER PART.

RECITALS

WHEREAS, Sultanganj Sahkari Grih Nirman Samiti Ltd, Patna, a Society Registered under the Bihar and Orissa Co-Operative Societies Act. (Act VI of 1935), vide its Registration No. 73/PAT/1980, having its office at Dargah Road, Mandai Sultanganj Patna, through its Secretary Md. Saghir Ahmad son of Late Syed Amirul Hassan, resident of Dargah Road, Mandai Sultanganj Patna, having purchased some piece of land through Several Registered Sale Deed bearing Deed Nos. 1162 / 87, 1163 /87, 1164/ 87, dated 06.02.1987 and since then the society owned and possessed the same as absolute owner and the society carved out several Plots for allotment to its different members.

AND WHEREAS, on an application being filed by one of its member (Anis Fatma) the aforesaid the said society having approved the allotment of the society Plot No. A/55, Part of Cadastral Survey Plot No. 730 Part, Khata No. 348,



Rukhsana Fatima
25.2.2021

NIAGAREE BUILD. & DEVELOP. PVT. LTD

Managing Director

(5)

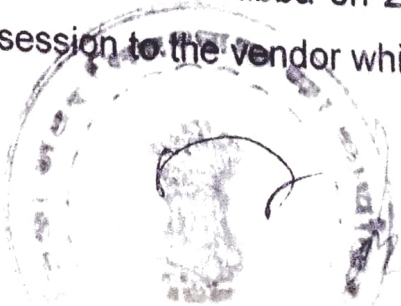
Tauzi No. 303, under revenue Thana No. 11, measuring an area of 2587 Sq. Ft. situated at Mauza Sandalpur, P.S. Sultanganj, present P.S. Bahadurpur, District Patna, within the Jurisdiction of sub Registry Office Patna City and Sadar Registry Office, Patna under Thana No. 11 (Eleven), Tauzi No. 303, Khata No. 348, Survey Plot No. 730 (Part), Marked as Sub Plot No. A/55,, allotted the same to the said member and executed a sale deed in her favour on 28.11.1987, which was Registered at Hajipur Registry Office, as Deed No. 10915, Serial No. 10995, in Book No. 1, Volume No. 83, Pages 69 to 76, and whereupon the possession of the said plot was also delivered to her and she is seized and possessed the same as absolute owner.

AND WHEREAS, the said Anis Fatma filed an application to mutate her name in Government office as well as Circle office which was recorded in Circle office Patna as Mutation Case No. 4429-R-27/2019-2020.

AND WHEREAS, the vendor applied for permission to transfer of land more fully described in column No, 5 of this deed with the Sultanganj Sahkari Grih Nirman Samiti Ltd, Patna.

AND WHEREAS, the Sultanganj Sahkari Grih Nirman Samiti Ltd, Patna, have approved the prayer of Anis Fatma (The Ex-Vendor) and issued no objection certificate to transfer the said Plot No. A/55, of the Society to any purchaser/s vide reference No. Zero, dated 30.04.2018

AND WHEREAS, the land owner Anis Fatma orally gifted away the said property as mentioned in Column No. 5 of this deed to the vendor (Rukhsana Fatima) and executed Memorandum of Hibba on 24.02.2021 and gave delivery of possession to the vendor which has been accepted by the



Rukhsana Fatima
25.2.2021

NIAGAREE BUILD. & DEVELOP. PVT. LTD

(6)

vendor and are coming in peaceful, physical, and exclusive possession over the same as absolute owner and she is competent to sell it.

AND WHEREAS, the owner covenant that the aforesaid property is in her exclusive possession with absolute right, title and interest and the same is free from all encumbrances, debts, lien, charges and attachments and in marketable condition and have in herself good right, full power and absolute authority and title to transfer in the whole or part of the said property owned and possessed the same and she came and remained in peaceful physical and exclusive possession over the same as absolute owner.

AND WHEREAS, the Vendor is in urgent need of money to meet other urgent necessities and the arrangement of money is not possible until or unless without disposal of the property fully described in Column No. 5 of this deed and in this end in view the Vendor expressed her desire to transfer the same and after knowing her desire the Vendee approached her and showed his interest in his offer and offered a sum of **Rs. 1,00,00,000/- (Rupees One Crore Only)** which is the just and proper amount according to the present market value and non-else did offer the same as much as the Vendee offered to the Vendor.

AND WHEREAS, the Vendor accepted the consideration amount in her good health and sense after considering and its pros and cons for the property fully described in Column No. 5, of this deed, without any outside pressure and coercion.

NOW THIS DEED OF ABSOLUTE SALE WITNESSETH AS FOLLOWS:-



Handwritten: Fatima
Rukhsana
2021
NIAGAREE BUILD. & DEVELOP. PVT. LTD.

(7)

1. That the total consideration amount a sum of **Rs. 1,00,00,000/- (Rupees One Crore Only)** through

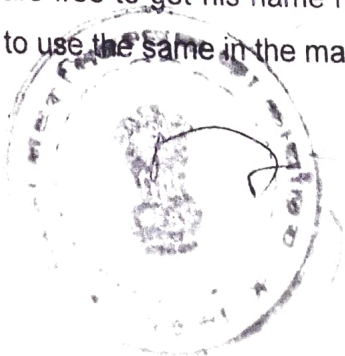
Cheque has already been received by the Vendor from the Vendee at the time of execution of this deed paid to the vendor details of which is hereunder :-

- i. A sum of Rs. 50,00,000/- Only through Cheque No. 669444 dated 25.02.2021 Axis Bank Patna
- ii. A sum of Rs. 49,25,000/- Only through Cheque No. 669447 dated 10.04.2021 Axis Bank Patna
- iii. A sum of Rs. 75,000/- Only against TDS at the rate of 0.75% of Total Consideration amount more fully described in Column No. 4 of this deed deducted from the vendor's consideration amount and paid to the Government and the said vendors acknowledges the same.

2. That the Vendor hereby convey, sell and transfer all her right title and possession of the vended property more fully described in column No. 5 of this deed in favour of the Vendee after receiving the entire consideration amount.

3. That the Vendor have further no right to demand any single penny from the Vendee after execution and admission of this deed.

4. That the Vendor has conveyed and transferred by way of absolute sale all her right, title and interest with possession of the vended property more fully described in Column No. 5 of this deed to the Vendee to hold and to enjoy the same as absolute owner thereof free from all encumbrances and charges and the possession of the said property has been delivered to the Vendee and the Vendee are free to get his name mutated over the said property and to use the same in the manner the Vendee likes.



Rubens Fabre
25.2.2021
NIAGAREE BUILD. & DEVELOP. PVT. LTD
Managing Director

510 - 25-02-2021
511 - 25-02-2021
512 - 25-02-2021
25-02-2021

(8)

5. That the Vendor has assured to the Vendee, that there are no encumbrances, lien, charges, or notice for acquisition or any defect of title in the vended property mentioned above.

6. That the Vendor further declares and assures that the vended property is free from all sorts of encumbrances and charges and the Vendor has not entered into any agreement for sale or otherwise with any person and whatsoever the Vendor has got transferable right, title and interest in the vended property and delivered the possession of the vended property to the Vendee from today.

IN WITNESSES WHEREOF, the Vendor has executed this deed of absolute sale on this the 25th day of February 2021 at Patna, in presence of witnesses.

Rukhsana Fatima
25.2.2021

(Rukhsana Fatima)

SIGNATURE OF THE VENDOR

W 25/02/2021

(Naushad Alam)

For. M/S Niagaree Builders & Developer Pvt. Ltd

SIGNATURE OF THE VENDEE

WITNESSES

N. Rahman
25.2.2021

NEYAZUR RAHMAN

S/o Jamilur Rahman

Station Road

Geeta Toli, Patna-800001

As per statement of the Vendor and the Vendee I have drafted the documents in 08 pages.

Md. Aamir Nizamuddin Sabir
(Md. Aamir Nizamuddin Sabir)

Advocate, 25-02-2021

Patna High Court, Patna

NIAGAREE BUILD & DEVELOPER PVT. LTD

Managing Director

(9)

SKETCH MAP

1. NAME AND ADDRESS OF THE VENDOR

Rukhsana Fatima daughter of Syed Ali Kazim, Mother Anis Fatma and wife of Neyazur Rahman, resident of Station Road, Goriya Toli, P.S. Gandhi Maidan, P.O. G.P.O., District Patna, Pin Code 800001, by Nationality-Indian.

2. NAME AND ADDRESS OF THE VENDEE

M/S NIAGAREE BUILDERS & DEVELOPER PVT. LTD.

Registered under Company Act 1956, bearing registration No. 8297, having its Office at 503, Adharshila Complex, South Gandhi Maidan, P.S. Gandhi Maidan District Patna represented by its Managing Director Mr. Naushad Alam son of Mr. Adalat Husain, by Nationality-Indian.

3. DESCRIPTION OF THE PROPERTY HEREBY CONVEYED:-

ALL THAT, piece and parcel of vacant residential land with right title, interest and possession thereon and therein, measuring an area of 2587 Sq. Ft. equivalent to = 5.94 Decimals, situated at Mauza Sandalpur, P.S. Sultanganj, present P.S. Bahadurpur, District Patna, within the Jurisdiction of sub Registry Office Patna City and Sadar Registry Office, Patna under Thana No. 11 (Eleven), Tauzi No. 303, Khata No. 348, Survey Plot No. 730 (Part), Marked as Sub Plot No. A/55

BOUNDARY

NORTH : 20 Feet vide Road (Branch Road)
SOUTH : Sub Plot No. A/56
EAST : 20 Feet vide Road (Branch Road)
WEST : Part of Sub Plot No. 730

DIMENSION

NORTH : 52 Feet 0 Inch
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EAST : 49 Feet 9 Inches
WEST : 49 Feet 9 Inches

NIAGAREE BUILDERS & DEVELOPER PVT. LTD.

Managing Director

Rukhsana Fatima
25.2.2021

Signature of the Vendor

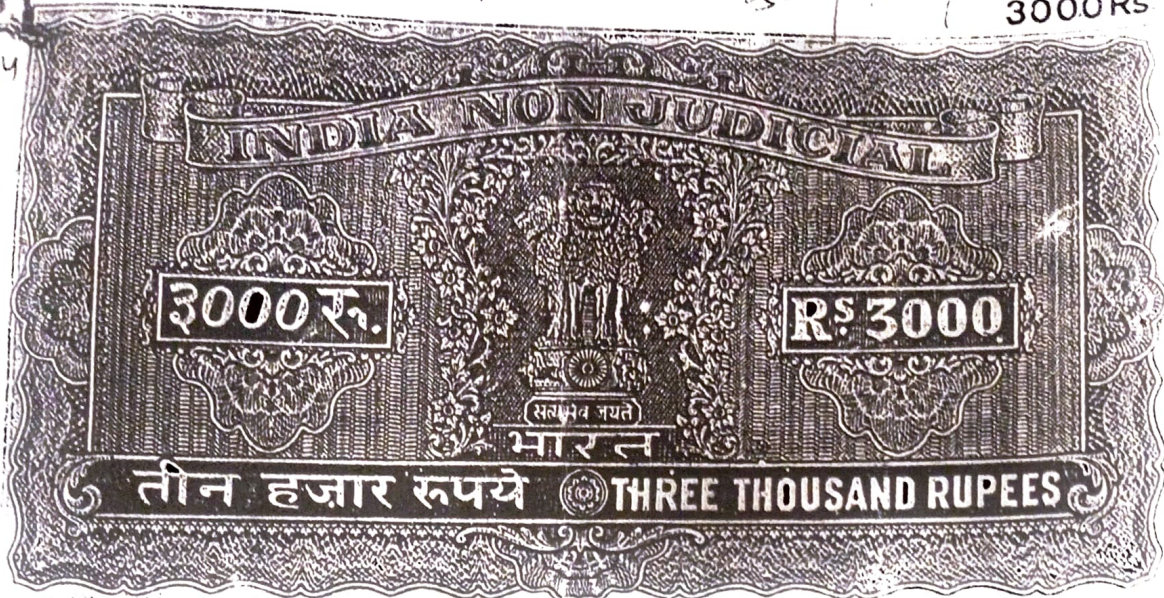
NIAGAREE BUILD. & DEVELOPER PVT. LTD.

Signature of the Vendee

Managing Director

25/02/2021

7th Payment 5000/- 2380 3185 3000Rs



विशेषक महाजिरी का कार्य 24/1/2000 को पूरा किया गया
 2380
 नो-मोड्युलरी का नाम लिखित किया गया
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रा. गा. चौक

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1. लेख्यकारी का नाम :-

श्री बट्टी नारायण महतो पिता का नाम
 स्वर्गीय रामशरण महतो निवास स्थान महेंद्रना-
 महाम्मदपुर शाहगंज संदलपुर धाना- तुलतानगंज
 पत्रालय- महेंद्र पटना-800 006 जिला-
 पटना । लेख्यकारी भारतीय नागरिक

NIAGAREE BUILD. & DEVELOP. PVT. LTD

सं: श्री नारायण महतो पिता का नाम
 श्री बट्टी नारायण महतो पिता का नाम
 स्वर्गीय रामशरण महतो निवास स्थान महेंद्रना-
 महाम्मदपुर शाहगंज संदलपुर धाना- तुलतानगंज
 पत्रालय- महेंद्र पटना-800 006 जिला-
 पटना । लेख्यकारी भारतीय नागरिक

NI 2-9-06

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बडना कीबागार पट्टा



पिपरा/पट्टि

सत्यमेव जयते

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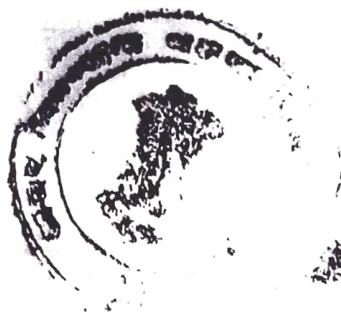
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सः वंदा नारायण महता

$$11: 7-9-09$$


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1950-1951

1944-1945

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1990-1991

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॥ श्रीगणेशाय नमः ॥

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संज्ञा

॥ ॐ नमो भगवते वासुदेवाय ॥

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Signature: *[Handwritten Signature]*

11/11/11

1945

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शः व दे, नारायण महाना

21-9-26

353 11201 A

 Springer

Managing Director

8-6-20



: 2 :

§2§ लेखपारसी का नाम :-

अनवारुल हक वल्लु मोहम्मद हसन मरहूम, निवास स्थान महल्ला -
बागकालू खों सदर गली अन्तर्गत धाना - खाजेकलां, पत्रातय -
झाऊगंज, पटना-800 008 जिला- पटना । लेखपारसी
भारतीय नागरिक हैं ।

§3§ लेख प्रकार :- निर्विवाद विक्रय पत्र ।

§4§ सम्पत्ति का मूल्य :- अंकेन 50,000/- पचास हजार रुपये मात्र ।

§5§ सम्पत्ति का विवरण :-

क्षेत्रफल 1 कठ्ठा 5 धूर § एक कठ्ठा पाँच धूर § जिसका 1701
§ एक हजार सात सौ एक § वर्ग फीट होता है के सराजी में
मकान कच्चा खड़ेपोश बना हुआ है । मय कुल समल सामग्री
अगला मय जमीन समेत मकान की बिक्री हुई है । बाके मौजा
संदलपुर, धाना- तुलतानगंज, जिला - पटना सब रजिस्ट्री
पटना सिटी सदर रजिस्ट्री पटना सम्पत्ति पटना क्षेत्रीय

NIAGAREE BUILD. & DEVELOP. PVT. LTD

Managing Director

750RS

INDIA NON JUDICIAL

₹ 750

सत्यमेव जयते

भारत

सात सौ पचास रुपये SEVEN HUNDRED & FIFTY RUPEES

पत्र दी गई है ।

Managing Director



: 4 :

चौहददी

=====

उत्तर - सरकारी नाला & रास्ता & बाढ़ सुलतानगंज सहकारी गृह
निर्माण समिती लिमिटेड ।

दक्षिण - सुलतानगंज सहकारी गृह निर्माण समिति लिमिटेड, पटना ।

पूरब - सुलतानगंज सहकारी गृह निर्माण समिति लिमिटेड, पटना ।

पश्चिम - नीज लेख्यकारीगण ।

सं द र्भ

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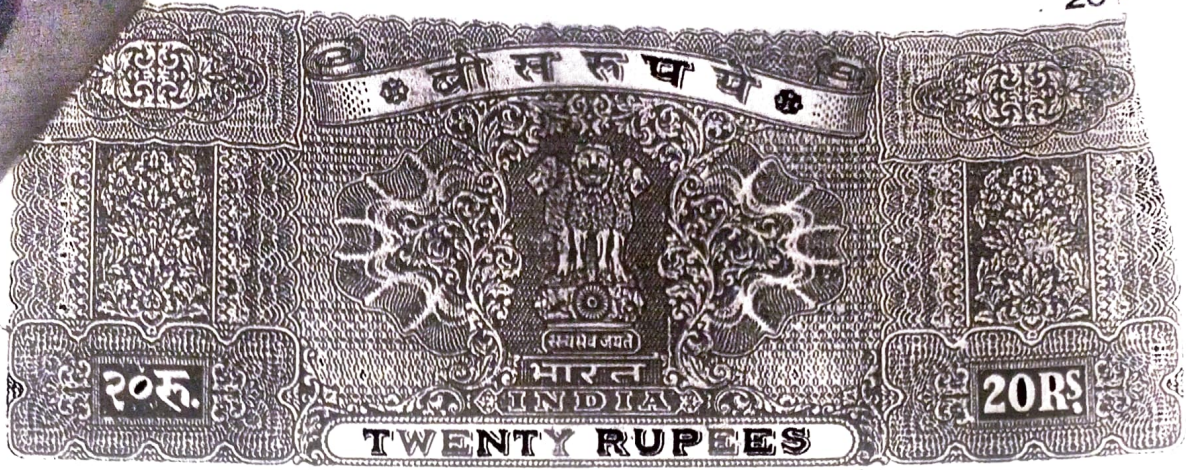
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सम्पत्तियों के साथ लेख्यकारी श्री बन्नी-नारायण महतो एवं उनके सह तीन
पुत्र श्री सिद्धनाथ प्रसाद, दिनानाथ प्रसाद, सुखदेव प्रसाद को टाइटिल
पार्टिसन सुट नं०-23/1971 तब जज - 1 पटना के यहाँ से बटकर तारीख
29.10.79 को मिला था जिसमें मुद्दई श्री बन्नी नारायण महतो वगैरह
तथा मुदालय - श्याम नारायण महतो वगैरह थे । यह बटबारा से उपर्युक्त
विक्रय सम्पत्ति और भी सम्पत्तियों के साथ साथ खास लेख्यकारी एवं

NIAGAREE BUILD. & DEVELOP PVT. LTD

श्री: बन्नी नारायण महतो

श्री: श्री (जो) श्री महतो निज
पुत्र - श्री सिद्धनाथ प्रसाद

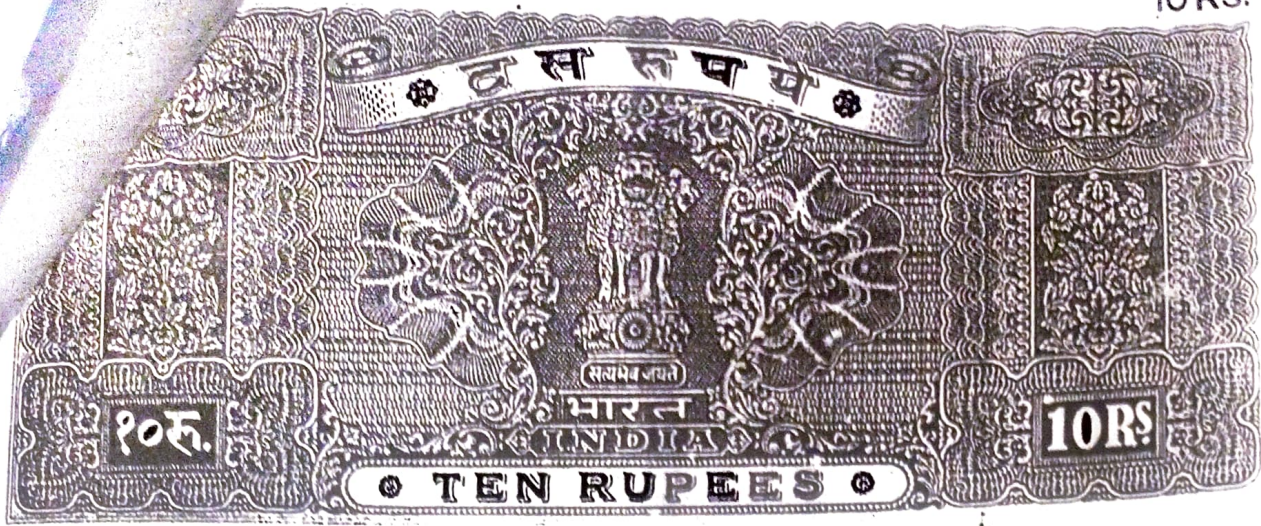
श्री: श्री (जो) श्री महतो निज
पुत्र - श्री दिनानाथ प्रसाद



: 5 :

उनके पुत्रगण को मिला वो पड़ा था। बाद में लेख्यकारी ने आपस में अपने पुत्रों से खानगी बटबारा कर लिया। यह खानगी बटबारा से उपर्युक्त विक्रय सम्पत्ति खास लेख्यकारी के हक वो हिस्से में मिला वो पड़ा था जिस पर लेख्यकारी का बिज दखील तथा मालिक मुस्तकील रहते हुये चले आते हैं व है जिसकी रसीद भी लेख्यकारी के नाम से कट रहा है।

यह कि लेख्यकारी जो रुपये कि आवश्यकता वास्ते खर्च खानेदारी खुद को अपने धरेलू कार्य के लिये हैं। इस समय बिना उपर्युक्त सम्पत्ति को बिक्री किये रुपये का प्रबन्ध नहीं हो सकता है। इसलिए लेख्यकारी ने उपर्युक्त खाने संख्या 5 कि वर्णित सम्पत्ति को बेचने का घोषणा किया व कराया तो बहुत से खरीददार उपर्युक्त सम्पत्ति को खरीदने के लिये आये परन्तु खरीददार के इतना बाजिब मूल्य देकर और कोई अन्य खरीददार खरीदने को तैयार नहीं हुआ तो लेख्यकारी ने साथ लेख्यधारी से अकेल 50,000/- पचास हजार रुपये मूल्य में दाम तय कर लिया। अतएव लेख्यकारी अपने मानसिक तथा शारिरिक स्वस्थ अवस्था में रहकर बिना किसी बाहरी अनुचित दबाव व धमकाव के अपने हानि लाभ को पूर्ण शान्त सहित सोंच विचारकर उपर्युक्त खाने संख्या 5 कि वर्णित सम्पत्ति को अकेल 50,000/- पचास हजार रुपये मूल्य में साथ लेख्यधारी के साथ



: 6 :

शर्त के निर्विवाद विक्रय पत्र लिखें वो किया वो बेचा तथा विक्रय पत्र का निष्पादन स्वीकार किया ।

यह कि मूल्य का कुल रूपया लेख्यकारी लेख्यधारी से इस विक्रय पत्र पर हस्ताक्षर बनाने के समय नकद वसूल पाया है । अब एक पैसा भी बाकी बकाया साथ लेख्यधारी अनवास्तव हक के नहीं रहा । चाहिए कि लेख्यधारी आज तारीख से उपर्युक्त सम्पत्ति पर काबिज दखील तथा मालिक मुस्तकील होकर व रहकर सम्पत्ति को जिस व्यवहार में चाहे लावे या जो मर्जी चाहे सो करें ।

यह कि लेख्यकारी को तथा उनके उत्तराधिकारी को उपर्युक्त सम्पत्ति में जो स्वामित्व व अधिकार प्राप्त थी वह सम्पूर्ण स्वामित्व व अधिकार इस विक्रय पत्र के माध्यम से लेख्यधारी को प्राप्त हुआ । चाहिए कि लेख्यधारी अपना नाम पटना नगर निगम के कार्यालय तथा अंगल सदर पटना में दर्ज करा लेवें । अब लेख्यकारी का किसी तरह का हक दाबा तथा बाकी बकाया साथ खरीददार के नहीं रहा ।

यह कि विक्रेता ने खरीददार को पूर्ण विश्वास व भरोसा

दिलाया है कि उपर्युक्त सम्पत्ति हर तरह के वारदेन तथा नुक्श हकियत से
 पाक वो साफ है। यदि बाद में पाया जायेगा जिसके वजह से खरीददार
 सम्पत्ति के सम्पूर्ण भाग से अथवा कुछ भी अंश से बेदखल हो जाये तो कुल
 स्वया मय हर्जा खर्चा तथा कानूनी सुद समेत लेख्यकारी के चल तथा अचल
 सम्पत्ति से लेख्यकारी से तथा उनके उत्तराधिकारी से लेख्यधारी तथा उनके
 उत्तराधिकारी वसूल कर लेवेंगे। इसमें लेख्यकारी को तथा उनके उत्तराधिका-
 -री को कोई आपत्ति नहीं है व न होगा।

अतः यह निर्दिष्ट विज्ञापन पत्र लिख दिया कि समय पर
 काम आवे।

दिनांक :- 4 - माह जुलाई 1991 ई०।

Manoj Kr. Shukla
 टंकक : मनोज कुमार सिन्हा
 पथरी घाट, पटना-7

NIAGAREE BUILD. & DEVELOP. PVT. LTD

Managing Director

**The Sultanganj Sahkari Grih Nirman
Samiti Ltd., Patna-800006**

(Regd. No. 73 Pat of 1980)

DEED OF ABSOLUTE SALE

1 Name of the Vendor :

The Sultanganj Sahkari Grih Nirman Samiti Ltd., Patna registered under the Bihar and Orissa Co-operative Societies Act 1935 (Bihar Act VI of 1935) bearing registration No. 73 Pat of 1980 and having its registered office at Dargah Road Mahdai Post Office—Mahendru, P. S. Sultanganj in the district of Patna hereinafter called the Society (which expression unless excluded expressly or repugnant to the context, shall mean and include the said Society and its successors, Administrators Legal representative and Agents) represented by two/three of its office bearers namely Mr. Dr. S. Ather Sher (Designation), Hony. Secretary, s/o Late S. Ragher Sher resident of Sultanganj, P. S. Sultanganj, Dist. Patna Mr. Dr. S. M. Chaffran, (Chairman), s/o Late Syed Abu Zafer resident of Sultanganj, P. S. Sultanganj, Dist. Patna and Mr. X, s/o X resident of X, P. S. X, Dist. X authorized under Resolution no. 4, dated 26.8.1989

2 Name of the vendee :

Mr. Mrs. Syad. Masud. Kadam, daughter of Mr. S. M. Ha. F. Z. Karim, resident of RAJINDRA NAGAR, S. Kadam KHAN, P. O. Rajendranagar, Dist. Patna at present the member of the Society, herein after called the Vendee (which expression, unless excluded expressly or repugnant to the context shall mean and include said Mr./Mrs./M/s. Syad. Masud. Karim and his/her successors, executor, administrators, legal representatives and assignees.

3. Nature of document :

Deed of Sale.

4. Amount of consideration :

Rs. 1,57,575/- (Rupees one lakh fifty seven thousand five hundred and seventy five only)

5. Description of the Vended property

The right, title and interest of the (vendor) society in all that piece or parcel of land measuring 4550 sq. ft. equivalent to 3 (Three) Bighas 6 (Six) dhors situated in Sandilpur S. Sultanganj Dist. Patna Thana No. 11 Tuar No. 303 Part of Kharsa No. 730 Khata No. 348 Sheet No. X M. S. Plot No. X marked as sub-plot No. A/56, A/57, R/58 in the map attached and register maintained in the office of the society, with the following dimensions and boundary together with trees, if any, standing thereon—

(a) Dimensions (As per plan attached)

North 93'-8"
South 93'-8"
East 48'-3"
West 49'-0"

(b) Boundary

North Sub plot No. A/56 of the Society & Part Kharsa No. 730 of Badri Narein Mahto
South 20 ft. wide road
East 20 ft. wide road
West Part Kharsa No. 730 of Badri Narein Mahto

Land rent. Rs. 1.68

Whereas the Society was organised and registered with the objects defined in the Bye-laws of the society on the 14th July 1980 bearing registration No. 73-Pat of 1980 in the Office of the Assistant Registrar of the Co-operative Societies, Patna Circle, Patna. **Lot II**

Area—1 Dhur; Mauza Khilafat, P. S. Bidhupur, Sub and Sedar Registry Hajipur Thana No. 356; Khata No. 24; Kharsa No. 2810 (Part); Serial No. 832; Chak No. 22 Purchased under registered sale deed No. 3117/89 dated 5.4.1989.
Boundries— N- Kharsa No. 2810 (Part) E- Kharsa No. 2810 (Part) S- Kharsa No. 2810 (Part) W- Kharsa No. 2809.

Revenue—Rs. 1.68

NIAGAREE BUILD. & DEVELOP PVT. LTD.

3-6-87 121- 1337-2-87
 5322-2-87
 5337-2-87

And whereas the society has purchased land under registered deeds bearing No. 1162, 1163, 1164 & 1746 dated 6.2.87 & 9.5.88 over which land the Society has been coming in exclusive possession since the date of the above deeds.

And whereas the society got a layout of the said land into plots and allotted to the members of the Society and possession have also been given to the respective members.

And whereas the Vendor member has obtained possession under the Urban Ceiling Act by the competent authority vide order No. dated and Permission No. dated.

And whereas it is necessary that a registered conveyance by way of sale deed be made in favour of each member by the Society on the terms and conditions hereinafter.

And whereas the sale has been duly sanctioned by the Board of Directors of the Society by Resolution No. 5(11) dated 25.6.89

Now, therefore, this Deed of Absolute Sale and conveyance made on this day of 24.7.1989 between the Society, the Vendor of the one Part and Mr. / Mrs. Syed Masud Karim the Vendee of the other part.

Witnesses as follows :

(i) That in consideration of the price of Rs. 57,575/- (Rupees fifty seven thousand and 575/-) which has been paid by the Vendee to the Society, the receipt of which the society hereby acknowledges and the Vendor Society as owner hereby transfers by way of absolute sale and conveyance to the purchaser of the property fully described in column No. 5 above free from all encumbrances to hold the same with all right, title, interest and easement existing now or occurring thereafter for the purpose of construction of residential house subject only to the covenants hereinunder entered into between the parties.

(2) The Vendor hereby covenants with the Vendee, as follows :-

(i) The said premises and land shall be entered into and upon and hold and enjoyed together with the rents and profits received therefrom by the Vendee without any interruption or disturbances by the Vendor or any person claiming through or under him, and without any disturbance or interruption by any other person whatsoever.

(ii) The right title and interest hereby transferred is a subsisting one and the Vendee has power to transfer the same in accordance with said Co-operative Societies Act and Rules and Bye-laws framed thereunder.

(iii) The property hereby sold is free from all encumbrances.

(3) The Vendee hereby covenants with the Vendor (society) as follows :-

(i) That the Vendee shall not transfer in any way any interest in the property described in column 5 herein before in contravention of the co-operative Societies Act, Rules and Bye-laws framed under it, and as amended from time to time.

(ii) That transfer by the Vendee shall not be effected unless approved by a resolution of the Board of Directors of the Society or General Body.

(iii) That the Vendee shall construct upon the plot his/her residential house in accordance with the approved plan of the Society And the built up portion in the plot described in column No. 5 hereinbefore shall be subject to the regulations prescribed by the Patna Regional Development Authority.

If any violation is made of the rules and regulations framed by Patna Regional Development Authority for the purposes of construction of house by the Vendee without prior permission of the Board of Directors the Vendor Society shall have full right to ask the Vendee to rectify the building accordingly at any time, and on his failure within the period fixed by the Society, the Society shall be entitled to enter upon the plot without any legal proceeding and without any obstruction from the Vendee or anyone else or his/her behalf without prejudice to any civil or Criminal liability of the Vendee in this connection.

(iv) That the vendee shall always keep the Society indemnified against all losses and payments which it may have to suffer or has to pay or make up for or on behalf of the Vendee any time in future.

(v) That the Vendee shall pay municipal and other taxes and rent and rates as may be payable from time to time in respect of the building site allotted to him/her.

(vi) That the Vendee shall pay to the Society such sum as the Society may require to be paid for providing for or maintaining of or improving of the common facility of the kind contemplated by the Patna Municipal Corporation Act or any other common facility to be supplied by the society to the residents in the Society area.

(vii) That the Vendee shall pay such other sum as may be determined by the Board of Directors of the Society with the approval of the General Body of the Society.

(viii) That the vendee shall not do any act which cause hindrance in any development scheme of the Society.

In witness whereof the parties viz. Sultanganj Sahkari Grah Nirman Samity Ltd., Patna and the Vendee member Mr./Mrs. Syed Masud Karim son/daughter/wife of Mr. Syed Hafiz Karim have signed this deed on 24.7.1989 date 24.7.1989

Certified that the original and the duplicate are true and exact reproduction of each other.

For and on behalf of Sultanganj Sahkari Grah Nirman Samiti Ltd., Patna

1. Witness Md. Saghir Ahmad
 24.7.89
 Dargah Road, Mubarakpur, Sahab

Address :

2. Witness Forwaid Ahmad
 24.7.89
 Dargah Road, Sahab

Address :

Date: 24.7.89

Seal



5. Atkar Sher
 24.7.89
 Honorary Secretary
 Sultanganj Sahkari
 Grah Nirman Samity Ltd., Patna.
 Forwaid Ahmad
 24.7.89
 Chairman
 Syed Masud Karim
 Signature of Vendee Member
 24/7/89

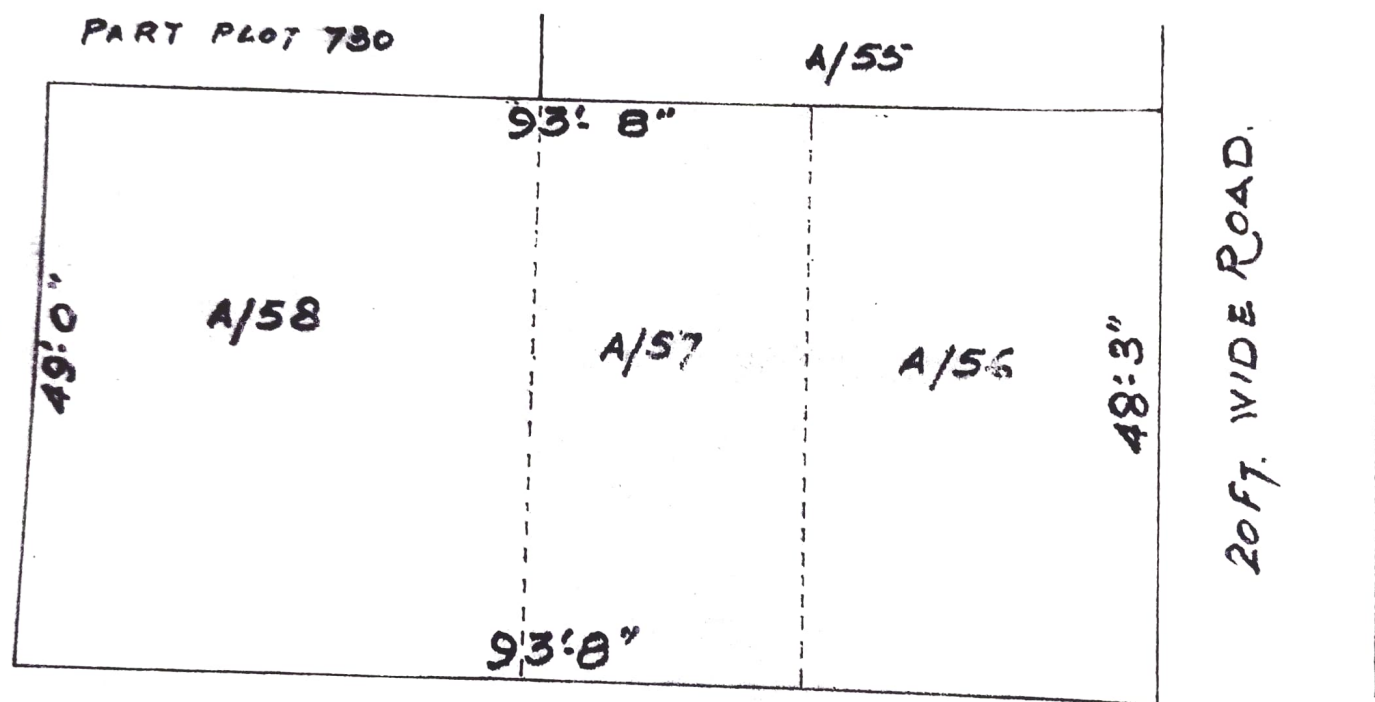
NIAGAREE BUILD & DEVELOP PVT LTD

Montana Director

OP SULTANGANJ SAHKARI GRIH NIRMAN SAMITI LTD
PATNA. REGD. NO. 73 PAT./1980.

APPLICANT: MR. S. MASUD KARIM S/O MR. S. HAFIZ KARIM,
AT RAJENDRANAGAR, PATNA-16.

LAND PURCHASED 3 KATHAS-6 DHORS-18 DHURIES,
(4554 SFT.) TAUZI NO. 303, THANA NO. 11, KHATA NO. 348,
KHASRA NO. 730 (PART), SUB-PLOTS NO. A/56, A/57,
A/58, AT SANDALPUR, P.S. SULTANGANJ, PATNA-6



20 FT. WIDE ROAD

SITE PLAN
SCALE: 1" = 16 FT.

Certified that the
all maps are exact
reproduction of each
other.

S. Athar She
24-7-85

NIAGAREE BUILD. & DEVELOP. PVT. LTD

Managing Director

24-7-85

**The Sultanganj Sahkari Grih Nirman
Samiti Ltd., Patna-800006**
(Regd. No. 73 Pat of 1980)
(DEED OF ABSOLUTE SALE)

1. Name of the Vendor :

The Sultanganj Sahkari Grih Nirman Samiti Ltd.
Patna registered under the Bihar and Orissa Co-operative Societies Act 1935- (Bihar Act VI of 1935)
bearing registration no. 73 Pat of 1930 and having its
registered office at Dargah Road Mahdai, Post Office-
Mahendru, P. S. Sultanganj in the district of Patna
hereinafter called the Society (which expression un-
less excluded expressly or repugnant to the context,
shall mean and include the said Society and its succe-
ssors, Administrators, legal representatives and Agents)
represented by two/three of its office bearers namely
Mr. ... Md. Saghir Ahmad
(Designation ... Secretary)
S/O ... Late Syed Amirul Hasan
resident of ... Dargah Road Mahdai
P. S. ... Sultanganj ... Dist. ... Patna
Mr. ... Dr. S. P. Chaturvedi
Designation ... Chairman
S/O ... Late Syed Akbar Zafar
resident of ... Nouahadwa
P. S. ... Sultanganj ... Dist. ... Patna
and Mr. ... X ... (...)
S/O ... X ... resident of ... X
P. S. ... X ... Dist. ... X
authorised under Resolution no. ... X
dated ... X ...

2. Name of the vendee :

Mr/Ms/Mrs ... Anis Fatima
son/daughter/wife of ... Syed Ali Kazim
resident of ... Rajendra nagar
P. S. ... Rajendra nagar
P. O. ... Rajendra nagar Dist. ... Patna
at present the member of the Society, herein after
called the Vendee (which expression, unless excluded
expressly or repugnant to the context shall mean and

3. Nature of document :

4. Amount of consideration : Rs. 66,500/- (Rupees Sixty Six thousand
... Five hundred , only).

5. Description of the Vended property :

The right, title and interest of the (vendor) society
in all that piece or parcel of land measuring 2.5875^{1/2}
equivalent to 1. (One) ... Katha 18 (eighteen)
dhours ... A ... dhurkis situated in Sandalpur
P. S. Sultan ganj Dist., Patna, Thana no. 11 ...
(eleven) ... Mauzi no. 303, ... Khata no.
348. Part of khasra no. 730 (Part)
..... Sheet no. X. M. S. Plot no.
..... marked as sub plot No. A/5.5. ... in
the map attached and register maintained in the office
of the society, with the following dimensions and
boundry together with trees, if any, standing there-
on—

(a) Dimensions (As per plan attached)

North 52° - 0"

South 5.2' - 0''

East 49' - 9"

West 49' - 9"

Land rent . Rs. 1.00

(b) **Boundry**

North 20 ft. high road

South Sub plot nr A1516

East 20ft. wide road

West Part of Plot no 230 of
cultivator

Whereas the Society was organised and registered with the objects defined in the By-laws of the Society on the 14th July, 1980 bearing registration no. 73-Pat of 1980 in the Office of the Assistant Registrar of the Co-operative Societies, Patna Circle, Patna.

And whereas the society has purchased land under registered deeds bearing No. 1162/87, 1163/87, 1164/87 dated 6.7.87 over which land the Society has been coming in exclusive possession since the dates of the above deeds.

And whereas the society got a layout of the said land into plots and allotted to the members of the Society and possession have also been given to the respective members.

And whereas the vendee member has obtained permission under the urban ceiling Act Case No.....by the competent authority vide order No.....date.....

And whereas it is necessary that a registered conveyance by way of sale
 deed be made in favour of each member by the Society on the terms and conditions
 mentioned hereinafter,

Lot - 2

Lot - 2

Area - 1/2 Dhur. Khata No. 537, Khata No. 538

Serial NO-614, Chak NO-2492, Hamirpur

Muzga - Khilwat Thana. Bidderpur. Dist. Bidderpur.

Purchased through Sale Deed No 2410
Rent 10 Paisa

And whereas the sale has been duly sanctioned by the Board of Directors of the Society by Resolution No. 5 dated 28.6.87

Now, therefore, this Deed of Absolute Sale and conveyance made on this day of 28/11/87 between the Society, the Vendor of the one Part and Mr/Mrs/Ms Arna Fatma the Vendee of the other part.

Witnesses as follows :

1. That in consideration of the price of Rs. 6,65,00/- (Rupees Sixty Six thousand five hundred only) which has been paid by the Vendee to the Society, the receipt of which the society hereby acknowledges and the vendor Society as owner hereby transfers by way of absolute sale and conveyance to the purchaser of the property fully described in column No. 5 above free from all encumbrances to hold the same with all rights, title, interest and easement existing now or occurring thereafter for the purpose of construction of residential house subject only to the covenants hereinunder entered into between the parties.

2. The Vendor hereby covenants with the Vendee, as follows :—

(i) The said premises and land shall be entered into and upon and hold and enjoyed together with the rents and profits received therefrom by the Vendee without any interruption or disturbances by the Vendor or any person claiming through or under him, and without any disturbance or interruption by any other person whatsoever.

(ii) The right, title and interest hereby transferred is a subsisting one and the Vendee has power to transfer the same in accordance with said Co-operative Societies Act and Rules and Bye-laws framed thereunder.

(iii) The property hereby sold is free from all encumbrances.

3. The Vendee hereby covenants with the Vendor (society) as follows :—

(i) That the Vendee shall not transfer in any way any interest in the property described in column 5 herein before in contravention of the Co-operative Societies Act, Rules and Bye-laws framed under it, and as amended from time to time.

(ii) That transfer by the Vendee shall not be effected unless approved by a resolution of the Board of Directors of the Society or General Body.

(iii) That the Vendee shall construct upon the plot his/her residential house in accordance with the approved plan of the Society And the built up portion in the plot described in column No. 5 herein-before shall be subject to the regulations prescribed by the Patna Regional Development Authority.

If any violation is made of the rules and regulations framed by Patna Regional Development Authority for the purposes of construction of house by the Vendee without prior permission of the Board of Directors, the Vendor Society shall have full right to ask the Vendee to modify the building accordingly at any time, and on his failure within the period fixed by the Society, the Society shall be entitled to

NIAGAREE BUILD. & DEVELOP. PVT. LTD

Managing Director

enter upon the plot without any legal proceeding and without any obstruction from the Vendee or anyone else or his/her behalf without prejudice to any Civil or Criminal liability of the Vendee in this connection.

(iv) That the Vendee shall always keep the Society indemnified against all losses and payments which it may have to suffer or has to pay or makeup for or on behalf of the Vendee any time in future.

(v) That the Vendee shall pay municipal and other taxes and rent and rates as may be payable from time to time in respect of the building site allotted to him/her.

(vi) That the Vendee shall pay to the Society such sum as the Society may require to be paid for providing for or maintaining of or improving of the common facility of the kind contemplated by the Patna Municipal Corporation Act or any other common facility to be supplied by the society to the residents in the Society area.

(vii) That the Vendee shall pay such other sum as may be determined by the Board of Directors of the Society with the approval of the General Body of the Society.

(viii) That the Vendee shall not do any act which cause hinderance in any development scheme of the Society.

In witnesses whereof the parties viz. Sultanganj Sahkari Grih Nirman Samiti Ltd, Patna and the Vendee member Mrs. Anis Fatma daughter/wife of Sayed Ali Razvi have signed this deed on 28th day of Nov 1987.

Certified that the original and the duplicate are true and exact reproduction of each other.

For and on behalf of Sultanganj Sahkari Grih Nirman Samity Ltd, Patna.

1. Witness

Sandal Nagar Colony
Patna - 6

Address Hd. Saqbir Ahmed
Honorary Secretary
Sultanganj Sahkari
Grih Nirman Samiti Ltd, Patna

2. Witness

S. R. The Ch
Sultanganj Patna - 6

Address Patna
Chairman

Date 28.11.87

Seal

Anis Fatma
Signature of Vendee Member

NIAGAREE BUILD. & DEVELOP. PVT. LTD

Managing Director

Hd. Saqbir Ahmed
28/11/87
Honorary Secretary
Sultanganj Sahkari
Grih Nirman Samiti Ltd, Patna

Chairman
28/11/87



AND

Rukhsana Fatima (Aadhar No. 5354 5766 7853, PAN: ACLPF2674E & Mob. 9819576311) daughter of Syed Ali Kazim, Mother Anis Fatma & wife of Neyazur Rahman, resident of Station Road, Goriya Toli, P.S. Gandhi Maidan, P.O. G.P.O., District Patna, Pin Code 800001, by Nationality-Indian, hereinafter called as the Donee, which expression unless repugnant to the context shall mean and include her heirs executors, administrators, assignees and successors in interest of the OTHER PART.

WHEREAS, the property more fully described in schedule-A is purchased property of the Donor (Anis Fatma) through registered sale deed bearing Deed No. 10915, Serial No. 10995, in Book No. 1, Volume No. 83, Pages 69 to 76, dated 28.11.1997 registered at Hajipur purchased from The Sultanganj Sahkari Grih Nirman Samiti Ltd. Patna bearing Registration No. 73/PAT/1980 and since then the said Anis Fatma owned and possessed the same as absolute owner thereof.

AND WHEREAS, the said Anis Fatma filed an application to mutate her name in Government office as well as Circle office which was recorded in Circle office Patna as Mutation Case No. 4429-R-27/2019-2020.

AND WHEREAS, the Sultanganj Sahkari Grih Nirman Samiti Ltd, Patna, have approved the prayer of Anis Fatma, (The Donor) and issued no objection certificate to transfer / gift the said Plot No. A/55, of the Society vide reference No. Zero, dated 30.04.2018.

AND WHEREAS, the Donor/owner covenant that the schedule property is in her exclusive possession with absolute right, title and interest and the same is free from all encumbrances, debts, lien, charges and attachments and in

Rukhsana Fatima

24.2.2021

NIAGAREE BUILD. & DEVELOP. PVT. LTD

Anis Fatma

24.2.2021

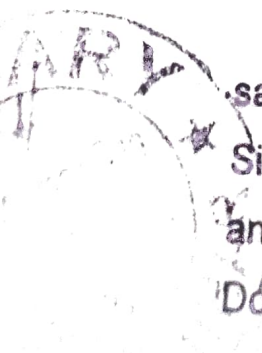
marketable condition and has in herself good right, full power and absolute authority and title to transfer in the whole or part of the said property owned and possessed the same and she came and remained in peaceful physical and exclusive possession over the same as absolute owner.

AND WHEREAS, the said Donor has great preferential love and affection for the Donee (her daughter) and out of preferential love and affection had orally gifted away the property mentioned in schedule-A of this deed to the Donee, on the occasion of MARRIAGE ANIVERSARY OF THE DONEE in presence of the relation and other well-wishers and as such the Donor is a believer in GOD and are of the belief that for the salvation after her death it is necessary to execute a Deed of Memorandum of Hibba in favour of Donee, who have accepted the gift willingly, and accordingly the Donor has also delivered the possession of the said gifted property to the Donee who have been coming in exclusive physical and peaceful possession over the same as full owner thereof since the date of Oral Gift.

AND WHEREAS, since there was no documentary proof of the Oral Gift so, considering the change of the name and keeping in view that there may not be any murmuring about the gifted property after the death of the Donor, he thought it desirable to execute a Deed of Memorandum of the said Oral Gift, hence she executed this deed in her good health and sense and after considering all its pros and cons for the property mentioned below in favour of Donee and she hereby affirm and confirm the said gift under this Deed.

AND WHEREAS, the Donee have full right to use the same as absolute owner and get her name mutated in State Sirista or in any Office or Offices, Municipal Corporation or any other Government offices in place of the Donor as Donee likes.

Rubiana Fabris
24.2.2021
NIAGAREE BUILD. & DEVELOP. PVT. LTD
24.2.2021
Nigara Fabris



AND WHEREAS, the Donee have been lawfully exercising all the right of ownership with respect to the property mentioned in Schedule- A

AND WHEREAS, after the death of the said Donor any other heirs and successors has no right to claim the said gifted property to the Donee in future if any claim raised regarding the said Hibba then the claim shall be deemed to be Null and Void.

AND WEHREAS, as per Muslim law a Muslim may transfer her property by oral Gift (See Article 147,149,150 and 152 of the principal of Mohammedan law by Mulla The Supreme Court in a recent decision referred in 2011(3) BBCJ 96 SC2(2005) 5 Sec 644 (Hafeefa Bibi Vs Farid) has held memorandum of oral Gift is reduced to writing. It is a valid gift on a consideration of the fact and his relating to oral Gift of immovable properties by a Muslim, total oral Gift of immovable properties made orally by **Anis Fatma** to her daughter (**Rukhsana Fatima**), is perfectly legal and valid.

SCHEDULE-A

ALL THAT, piece and parcel of vacant residential land with right title, interest and possession thereon and therein, measuring an area of 2587 Sq. Ft. equivalent to = 5.94 Decimals, situated at Mauza Sandalpur, P.S. Sultanganj, present P.S. Bahadurpur, District Patna, within the Jurisdiction of sub Registry Office Patna City and Sadar Registry Office, Patna under Thana No. 11 (Eleven), Tauzi No. 303, Khata No. 348, Survey Plot No. 730 (Part), Marked as Sub Plot No. A/55, Zone-2, Government Valuation List Serial No. 500, Circle No. 54 (Fifty Four), Ward No. 15/21/ Old Ward No. 36(New), Present Ward No. 47, Jamabandi no. 3262 (Old) and others known as Sultanganj Sahkari Grih Nirman Samiti Ltd., Patna, Annual Rent Rs. 1/- Only payable to the State Government of Bihar through Circle Officer, Sadar Patna, which are under Patna Municipal Corporation, Patna and the same is bounded and butted as follows:-

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Managing Director

Anis Fatma

24.2.2021

BOUNDARY

NORTH : 20 Feet wide Road (Branch Road)
 SOUTH : Sub Plot No. A/56
 EAST : 20 Feet wide Road (Branch Road)
 WEST : Part of Sub Plot No. 730

DIMENSION

NORTH : 52 Feet 0 Inch
 SOUTH : 52 Feet 0 Inch
 EAST : 49 Feet 9 Inches
 WEST : 49 Feet 9 Inches

IN WITNESSES WHEREOF, the Donor has executed this deed of Memorandum of Hibba on this the 24th day of February 2021, in presence of Witnesses.



Anis Fatma
 (Anis Fatma) 24.2.2021
SIGNATURE OF THE DONOR

Rukhsana Fatima
 (Rukhsana Fatima) 24.2.2021
SIGNATURE OF THE DONEE
WITNESSES:-

N. N. N. N.
 NEYAZUR KAHMAN
 Station Road
 Chauri Toli
 Patna - 800001

As per statement of the Donor and the Donee I have drafted Memorandum of Hibba in 05 Pages

Md. A. Nizamuddin Sabir
 (Md. Aamir Nizamuddin Sabir)
 Advocate,
 Patna High Court, Patna

S. J. K.
 SYED IRFAN KARIM
 Road Number 8
 Rajendra Nagar
 Patna - 800016



NIAGAREE BUILD. & DEVELOPMENT

Managing Director

24-02-2021