Deed 11.2224/89



B130
30/5/89



सहायक निबंधक
दा. पे. दानापुर
30.5.89

Deed No. 2224 stamp Rs. 500+200+60+20 = 780 Fonly

1 नाम लेखकारी - 1. श्री कैलाश राम वल्द स्व० बालेश्वर राम उर्फ बाला राम —
2. श्री विश्व नाथ प्रसाद } वल्द श्री —
3. श्री शिव नाथ प्रसाद } कैलाश राम
— लेखकारी नं. 1
पेशा दुकान - विती - मालिकाना - नया टोला मगुना बाजा वो डाकखाना - दानापुर जिला - पटना सशरीर नाबालिक —

2 नाम लेखकारी - श्रीमति प्रतिमा कुमारी पत्नी - परिणत श्री रविन्द्र कुमार साकिन पेशा - विती वो हरदिया साकिन वो पोस्ट मसौढ़ा थाना - मोकामा जिला - पटना सशरीर

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३ लिए मुकाम - गिर्दिवाड़ जिला-५२ _____

(Deed of Absolute Sale) _____

४ मूल्य - रुपये २०००/ आठ हजार (रुपया होता है जिसका आधा रुपये ४०००/ चार हजार (रुपया होता है। _____

५ सम्पत्ति का विवरण :- मवाजी ऽ९ एक खेत मूमि जिसका अधिकार आज श्रीमती छायमी नागदी सौंपा - मुक्त हुआ पड़ा - मुलवासी आना वो सब रजिस्ट्री कागजु सब रजिस्ट्री की जिला - पड़ा। तौजी नं० सी-१४ आना नं० ३६ खाता नं० 394 लगान - वार्षिक - ४५ पैसा/ आसपास खिदा सीमा चौहद्दी कागजु अनुसार मुल्या पड़ा। जिस मुताबिक 625 वर्ग मी समाधानी नं० २६५ सन् १४-२२ के अनुसार है यह मूमि कृषि योग्य है जो पड़ा पत्थरों से रहित है किन्तु सामान्य समतल के बाद है पड़ा का परिमाण 6051 स्क्वायर फीट का होना पाये गये वो २४०, २४२ तारीख ५-१-२४ सन्

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धारा - विवरण प्रारंभ - 30 — 40 — 50 — 60
394 - 397 / 59 - खरीदार - द्रव्य लूटना - मौत - सामग्री
" - 920 / एफ 361 - नाबालिग - गोप हाल - लेखकारी - गोप हाल
_____ प्रतिमा - मैं अनु - गाय - मैं लगा
_____ देखी - गोप - _____ - मिर्जा
_____ 59 एफ 361 _____

विदित हो कि धारा 4 लेखकारी गाय की पुस्तक सामग्री है जिस लेखकारी गाय आपने पूर्वजों के त्यागधारा के बाद ही प्रकाश में आपने कुछ दशकों में अधिक से अधिक उपयोग करते चले आ रहे हैं। इसी प्रकार धारा की तरह ही धारा 4 के तहत ही पालतू पाप तथा कानून हुए हैं विद्या सहकार की धारा भी लेखकारी नं. 9 आपके नाम से खरीद करा की हुआ से चले आ रहे हैं। लेखकारी गाय को सहकार बनाकर व्यवसाय करने एवं आय अधिक से अधिक के लिए हमारों की संख्या-अधिकतर है जिस धारा 4 को देखे हुए संशोधन इन हमारों की अवधि नहीं हो सकती है _____
अतः लेखकारी गाय ने आपनी सुरक्षा को ध्यान में आपके होश को हमारे में आपके हानि-लाभ को ध्यान

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मो० ₹000) आठ हजार रुपयों में लेखपालिका खाता
न०2 के हाल एवं माल बेचने की बैनामा कार्यवाही
किया को कुल रुपया लेखकारी गा।। वसिष्ठ प
हस्तीदत्त की सिवाय अगले के पहले ही लेखपालिका
से कुछ न पाया। इस रकम कुल का समय पाकर
आज से ही लेखकारी गा।। ने अपना कुल कब्जा-दखल
की अधिकार स्वामित्व की स्वत्व खाता 4 पर लेख-
पालिका खाता न० 2 को देखिया कि हमारे स्वत्व प
इस तरह से आवेदन दखिल की अधिकृत होकर उसका
एवं उसको करें। आज हमारा या हमारे वारिसान
का खाता 4 प कोई दावा दावी की सीकायती
नहीं है नहीं रहा नहीं रहेगा बल्कि समस्त हक की
अधिकार स्वामित्व की स्वत्व जो हमें खाता 4 प
प्राप्त था या अधिकृत में प्राप्त होता किसको
लेखपालिका को प्राप्त हुआ कि आवेदन दखिल की
अधिकृत होकर अपना नाम हमारे स्वत्व प हस्तगत
जहाँ-जहाँ जहाँ समय लिखा साक्षी की जमीन्दारी-
लिखा की पुस्तिका में दर्ज करा लेवें। इसमें हमें कोई
आपत्ति नहीं है नहीं होगा।

आगे परिवारा हमारे मुख्य हकियत में खाता न० 4

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जावे तो इस को अधिकार है वो होगा कि कुंवरजी
महाराज इस कोठारी तगाकर इसी कुल-जीत-भाल
को आबदार से द्वारा गांतिरा आबाद्ध करा के उन्हो
दरजा सहित बहुत को बेदाक करा लेवेगो। इसमें
इसे कोई आपत्ति नहीं है नहीं होगा। इसलिए लेख-
दारी गाम के बिगा-५ को लेखधारीणि के साथ
इस को बनाम. लिखि दाई बिक्रय-पत्र लिख दिया
कि साथ पर प्रमाण रहे को काम आवें। ———
तारीख - १५/४/-२ ———

सः कुंवरा राम पैंच लिखा तो नहीं आगल इस पढ़ल
साक्ष लिखा कुंवर ई० इसमाल बहुत थाना ता:१५-
४-२ विश्वनाथ प्रसाद, शिव नाथ प्रसाद स० विश्वनाथ
प्रसाद को शिव नाथ प्रसाद पैंच लिखा सो नहीं कहाल
कारिंद से पढ़वा कर मुंग साक्ष लिखा। कुंवरजी-
इसमाल कबल बहुत थाना। ———

सा: रामजीवन प्रसाद नहीं रामजीवन प्रसाद गो०इसल
ल लिखाल गो साक्षि बनाया - १५-४-२ (अ) गो-२
(ब) गो-3 नहीं कुंवरा राम ता: १५-४-२ ग० रामजीवन
प्रसाद, मैनपुरा, दाना पुर कैंट पढ़ा। १५-४-२
नहीं कुंवरा राम ता: १५-४-२ ग० मंगल मोहन सिंह

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તા: ૧૫-૪-૨૧ મહી કુંભાણા રાય તા: ૧૫-૪-૨૧
લેખક - પ્રભુલાલ મા. મૈત્રક પુરા બાબા-ધામાપુર (પટવા
લેખ-૫ ૬ ૫૬. ક્ર. ગોકિરાણ કો કુંભા મામા કર્યા હૈ

દસ્તાવેજ તા: ૪/૧/૨૧ ના. ન.	૫૦૦ × ૧ = ૫૦૦ —
૨૧/૬૪ મી કુંભાણા રાય મોકિણ	૨૦૦ × ૧ = ૨૦૦ —
ગામ દોલા મહુવા બાબાધામાપુર	૬૦ × ૧ = ૬૦ —
જિલ્લા-પટવા કાયદા મુજબ	૨૦ × ૧ = ૨૦ —
કમા (પેજ બાકિ) બોર્ડ કરેલા	— ૫ = ૭૮૦ —

ઇ. સવાઇ લાલ ધામાપુર દસ્તાવેજ તા: ૪/૧/૨૧ વકીલ
રોજગાર કરે છે. ઇ. સવાઇ લાલ દસ્તાવેજ તા: ૪/૧/૨૧
વકીલ રોજગાર કરે છે. ઇ. સવાઇ લાલ દસ્તાવેજ
૧-૨૧ વકીલ રોજગાર કરે છે. ઇ. સવાઇ લાલ
No. 2224 stamp 500+200+60×20 = 780 only

1844 20185/ ... 15/4/21
... Before ...
290 to 292 ... Dated 5/4/21
ઇ. સવાઇ લાલ

પુત્રીકે ભાડુવા (બાબા)
ઇ. સવાઇ લાલ-રાય
૧૫/૪

380
400
380
ઇ. સવાઇ લાલ

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26-P-17

23

94/81-2

ह० रीता सिंह
15.4.89

ह० शिवशंकर
94/8

कुलदीप राय ..... पिता का नाम
ग्राम बेलागछी - भागलपुर - बिहार

94-8-2

ह० —

मेरी कुलदीप राय
94-8-2

ह० रीता सिंह
15.4.89

उपर्युक्त कुलदीप राय तथा इनके पुत्र गोपाल शिवशंकर प्रसाद तथा शिव शंकर प्रसाद ने अपनी पहचान तथा निवासी और मेरे परिचय पत्नी श्री रामदीक्षा प्रसाद सिंह ग्राम मोचनराय राय ने भी लेखपाल निरीक्षण — स्वीकार किया।

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177 V-11/89 ખેડાવાડા રાવ તા:૧૫/૪/૮૯

278 V-11/89 શિવનાથ મહારાજ H: શિવનાથ
મહારાજ પા: રામજીવન મહારાજ ૧૫-૪-૮૯

279 V-11/89 શિવનાથ મહારાજ H:
શિવનાથ મહારાજ પા: રામજીવન મહારાજ
H: રામજીવન મહારાજ ગોકુલદાસ ગિરધારી
માગે બનાવ્યા ૧૫-૪-૮૯

280 V-11/89 H: રામજીવન મહારાજ ૧૫-૪-૮૯

ઇ સહી સિવાય
15.4.89

પ્રકાશક
મુદ્રક.

મહેરબાનીમાં
મોકલવા
30/4/૮૯

30.5.89

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11 ગુજામણુલ્લ 84 બ્રાન્ચ નં 263

Schedule-Spl.-N.S. Camp No.

Technical form 29. Receipt Counter foil

Receipt No.- 10697 - - - - Dated ૬-૨- - -199 3

Received from . રમણભાઈ મફતભાઈ . . . . . .

. . . . . .

The sum of Ruppes ૨૫ રૂપિયા પૈસા . . . .

On account of . . . . . .

Rs. 9-૫૦ પૈસા

રમણ દેસાઈ
૬૨૯

Signature of A.S.O.

૬૨૯ — 39 ૫/૨
૨૨૯ મણિભાઈ

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DIRECTOR

Deed No. 2223/89



3125/
30/5/89



[illegible] मुनि विभाग
सि. पे. दामनगर
30.5.89

Deed No. 2223 stamp Rs. 30000+100+20 = 3120/- only

1 નામ લેખકારી – શ્રી કુંવારા રામ બદ્રારામ. બામલ્ય
રામ 3જી બામા રામ ———
2. શ્રી વિરમ નામ મમાદુ બદ્રમની કુંવારા
3. શ્રી રામ નામ મમાદુ રામ લોલ્કની:ન
ખેરાદારાદ તેની માક્કિનાદ – નમા દીલા
મગુના બામા લો કાકુબામા – દામનગર –
જિમા-પદમા માદનીમ નબાદિક) ——

2 નામ લેખધારી – મીમતી મૂર્તિ મા કુમારી પાર્થ પરિમ
શ્રી રસિકભૂ કુમાર પાર્થ પેરા તેની લો
-ગામ 91H પ્રકાર મકન માર્ગ પો૦ + માક્કિના
માં શ્રી જિમા - મારા માદનીમ ———

3 લેખ પ્રકાર – નિર્ણિયાક ક્રિયમ - પત્ર (Deed of Sale)

4 મૂલ્ય — રો૦ 32,000) બદીમ દમા રૂપમા ક્રિયમા
બાબા રો૦ 98,000 ગોમ ...

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पचीस पैसे
पचीस पैसे
सत्यमेव जयते
भारत
TWENTY FIVE PAISE



विदित हो कि लोगा ५ में वर्णित जायदाद लेखकारी गण की पैतृक सम्पत्ति है। जिसे लेखकारी गण अपने पूर्वजों के स्वर्गवास के बाद से अब तक अपने कब्जा-दखल वो अधिकार में रखकर उपभोग करते चले आ रहे हैं। इसी अलावे कुसरा कोई भी व्यक्ति लोगा नं. ५ के अधिकारी एवं मालिक नहीं है लोगा ५ में वर्णित जायदाद से दखल पाक वो साफ तथा अछूता चुके है जिसका कागजात भी लेखकारी नं. १ अपने नाम से खरीद कराके चुकते चले आ रहे हैं। लेखकारी-गण को मकान बनाने, व्यवसाय करने एवं अन्य आवश्यक काम के लिये रुपयों की सख्त जरूरत है जिसे लोगा नं. ५ को बेचे बिना लेखकारी गण को रुपयों का इंतजाम नहीं हो सकती है।

अतः लेखकारी गण ने अपनी खुशी वो खाहीश से अपने होश वो हवास में अपने खरि-दाता को बहुत की सोच विचार के स्वस्थ मानसिक अवस्था में बिना किसी के दबाव-प्रभाव में आकर खुशी में पड़े, अपने परिवार एवं कुटुम्बियों से राय मशविरा लेकर लोगा नं. ५ को सोल ३२००० वत्तीस हजार रुपयों में लेख पाठिणी लोगा नं. ३ के हक एवं मिल्कियत को सदा सदा के लिये बेचकर रुपया

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ही लेखपालिका (लेखिका) ने वसूल की कोशिश की
चुकी। इस प्रकार कुल जो विवाद पाक्य आज है ही
लेखकारी गणों ने अपना कुल कब्जा-दखल की अधिकार
स्वामित्व की स्थल खाता ५ पर लेखपालिका को दे
दिया कि इसी स्थान पर ही तरह से काबिज-दखिल
की अधिकृत तथा मालकिन होकर वो इस उपयोग
एवं उपयोग करें। आज इसका या कार्यालय का खाता
५ पर कोई दावा-दावी की गुंजाइश बाकी नहीं है नहीं
रहा नहीं रहेगा अतिरिक्त सम्पूर्ण हक की अधिकार स्वा-
मित्व की स्थल जो हैं खाता ५ पर पाते या
या भविष्य में प्राप्त होना सिक्का लेखपालिका
को प्राप्त हुआ कि काबिज-दखिल की अधिकृत
होकर तथा मालिकीन होकर अपना नाम इसी स्थान
पर हर जगह जहाँ-जहाँ जरूरी समझे विद्या सेवा
की जमीनदारी विभाग की पुस्तिकाएं दर्ज करा लेवें।
इसमें लेखकारी गण की कोई आपत्ति नहीं है नहीं
होगा।

आगे खरीदारा इसी तुलसा हस्तिमल से खाता नं.
५ के चौड़ा या पुरा भाग से किसी तरह बेदखल हो
जावे तो हक की अधिकार है वो होगा किसी

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वर्षा हरजा सहित वसूल की बेबाक करा देवेंगे।
इसमें हमें कोई आपत्ति नहीं पूरे नहीं होगा। इसलिए
कि कुछ-पक्के लिख दिया कि समय पर प्रमाण दे
तो काम आवे। ता॰ लि॰ १५-४-१९८२ ———
सही फूलाराम राय बैंच लिखा सोसही फागल कुछ
पढ़के समझ लिया कुछ ले॰ इसलाल का वसूल पाया
ता॰ १५-४-८२ ह॰ लिखने नाम प्रमाण की लिखनाय
प्रमाण बैंच लिखा सी सही फागल कारिंदे से पढ़के
पुरा समझ लिया कुछ लेना। इसलाल कुछ वसूल
पाया। ता॰ रामजीवन प्रमाण ह॰ राम जीवन प्रमाण गोल
दस्तखत व लिखाना मेरे सामने कराया १५-४-८२ (२)
गोल (२) गो॰ विश्वनाथ प्रमाण, लिखनाथ प्रमाण सही-
फूलाराम राय ता॰ १५-४-८२ ग॰ मदन गोदरा मेरे
गया होगा, दाना पु॰ १५-४-८२ सही फूलाराम राय
ता॰ १५-४-८२ ग॰ राम जीवन प्रमाण पैनपुरा दमाद
मेरे पटा १५-४-८२ सही फूलाराम राय ता॰
१५-४-८२ सही फूलाराम राय ता॰ १५-४-८२
लेखक — अमीलाल मा॰ पैनपुरा मामा-दाना पु॰ पन्ना-
लेख-पत्र पढ़के गोदारा गो फुला समझा दिया पूरे
तीसरा पेज पेज के नीचा सब में पोस्ट करिंदे पै

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3120/- 3✓ 23-2-22 के पेज पटना कोर्पोरेशन पटना मूल्य- 3120/- मात्र तीसहजार इक्कीस सौ रुपये मात्र पर्चेजर- मेसर्स हाउस ऑफ पटना- 9H6 मालिक- मेसर्स हाउस ऑफ पटना- 9H6 मालिक- मेसर्स हाउस ऑफ पटना- 9H6 मालिक



[illegible]
14/8 2√
ह. हीरालाल
15.4.89

[illegible]
697.25
18.00
695.25
2.50
1.12
3.62
698.87
ह. [illegible]
14/8

[illegible]
14/8 2√
[illegible]
ह. हीरालाल
15.4.89

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ઉપર્યુક્ત મી મુકામ રાય તથા ઉપરે મુજ ગા।
પિરથમલ મુખાર્ડ તથા શિવ નાથ મુખાર્ડ જે
ડિગતી પટ્ટાન મા નિવાસી મહાત્મ પ્રસાદ-
ની રામ સ્વરૂપ મુખાર્ડ પિતા શ્રી નાથ મી ધનરાજ
રામ જે જી સેલ્સ ડ્રા પ્રોપાઇટર દીક્ષા (ડિગા)-

222 V-11/89 જુલ્મા રામ ૧૫-૪-૨૯

278 V-11/89 પિરથ નાથ મુખાર્ડ H: પિરથ નાથ
——— મુખાર્ડ બા: રામ સ્વરૂપ મુખાર્ડ ૧૫-૪-૨૯

279 V-11/89 શિવ નાથ મુખાર્ડ H: શિવ નાથ
——— મુખાર્ડ બા: રામ સ્વરૂપ મુખાર્ડ H: રામ
——— સ્વરૂપ મુખાર્ડ જોગિન્દર નિવાસ મેરી
——— માફી બગાવા — ૧૫-૪-૨૯

280 V-11/89 H: રામ સ્વરૂપ મુખાર્ડ ૧૫-૪-૨૯

ટ્રુ કોપી ટાઈપ્ડ
15.5.89

ટ્રુ કોપી
પિ.ન.

મરિસિપલ
મુખ્તિયાર
30/5/89

30.5.89

મરિસિપલ
30.5.89

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DIRESTOR

Deed No 899/89



3133
30/5/89

प्रमाणित प्रति
लि०
30-5-89

Deed No 899 Stamp 750+750+750+750+750+750+750+
100+50+30+1+1 = 4682 Rupees

1 नाम लेखक/ भाषी | 1: श्री कैलाश राम वल्द स्व० गंगा राम स्व० जाति खाती
2: श्री विश्व नाथ राम | वल्द श्री कैलाश
3: श्री शिव नाथ राम | राम लेखनीः 1.

व्यवसाय - खेती - खाति नाम नगीना मुहल्ला
थाना व डाकखाना दीनापुर जिला पटना
का स्थायी बाशिंदे ।

2 नाम लेखक/ पाठी | श्री मति प्रतिभा कुमारी पुत्री श्री
रामसजन पाण्डेय पेशा खेती बा० मुहल्ला ①
व्यवसाय + पोस्ट करतल थाना दीनापुर
जिला पटना स्थायी बाशिंदे ।

3 लेख प्रमाण: निर्विवाद रूप से क्रय पत्र भाषा
कलाम लेखक द्वारा लिखा गया (Deed of

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F मूल्य : रु० 1,00,000 ~~(एक लाख रुपया)~~ 2
जिसका आधा रु० 2,000 ~~(दो हजार रुपया)~~
होता है।

2 सम्पत्ति का विवरण / मकान नं० पांच कहा जाने वाला अधिकार भाग कैलाश मानसरोवरी मौजा इन्द्रपुर परगना कुलपाली जाता बा तक [illegible] दक्षिण [illegible] वाका न० 21 खतान० [illegible] तीन सौ पचहत्तर, तोला पलेटन० 66 V एवं 6-6 तोला तथा इक्यासी एवं तोले असली मिश्रधातु मिश्रण मजबूती 22 कैरेट 2
प्रति लगभग वार्षिक 2.25 ~~(दो लाख पच्चीस हजार)~~ लगभग द्वारा अंकलगढ़ मार्ग नगर ~~(दो लाख पच्चीस हजार)~~ परमाण प्राप्ति भाग क्षेत्र में स्थित
~~(दो लाख पच्चीस हजार)~~ अन्दर परमाण प्राप्ति भाग क्षेत्र में स्थित
[illegible] मकान नं० 204 (नवम्बर-26 - 22 कैरेट) के अनुसार है तथा अन्य सभी विवरण ठीक पाया गया है। किन्तु मौके

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दण्डाधिकारी का अपराध संख्या 926 926 एवं
926 नालिश 24-9-25 को दर्ज हुई
खसरा-खतौनी जरूर-दर्ज हो
394-664 10-
11-620 पौंड-
मांग-

पक्ष - पक्षिका
नीचे प्रमाण की
गोपनीय
सूचनार्थ
लिखा

नीचे सोकिल सोकिल
खत खेमचन्द्र नागर
श्री सती प्रसाद शर्मा

10 पौंड मांग

विदित हो कि खसरा नं० वर्णित मालदार से मिलकर
गए अपने पुत्रों के स्वर्गवास के बाद दर्ज प्रमाण
अपने मकान दखल की अधिकांश खेमकरन खसरा मालिक
मुस्तकिल होकर वो खेमकरन खसरा उपभोग कर रहे
थे आ रहे हैं और मजबूत कब्जा नहीं भी
अस्ति खसरा नं० के अधिकारी खसरा मालिक न होकर
खसरा नं० दर्ज के अनुसार - मांगकर उपाध्यक्ष
वो तालाब खसरा अधिकृत है विरोधकर्ता का
लगान मालिकाना व अपने नाम से
खरीद कराकर भुगतान थे आ रहे हैं
खसरा नं० में लाभार्थीगण भी थे हैं

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व्यवसाय करने एवं अन्य संबंधी मामले के लिये संयुक्त की तरफ से अलग अलग है इसलिए वादी संख्या 1 व 2 मामले में अलग अलग लिये प्रार्थना की गई है वादी संख्या 1 व 2 के लिये संयुक्त संपत्ति खरीदने के लिये रुपये दिये गये थे संयुक्त संपत्ति खरीदी गई थी इसलिये वादी संख्या 1 व 2 संयुक्त संपत्ति के हकदार है इसलिये वादी संख्या 1 व 2 संयुक्त रूप से अलग अलग प्रार्थना की है वादी संख्या 1 व 2 ने संयुक्त संपत्ति के संबंध में अलग अलग प्रार्थना की है

अतः वादीगण ने अपनी खुशी से दावा में अंकित संपत्ति के संबंध में अंकित दस्तावेज के अनुसार विक्रय किया था संबंधित अधिकारी के समक्ष दावा में अंकित संपत्ति के संबंध में अंतरण की कार्यवाही

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मो० 2000/- रु० मासिक किराये पर लेने का
इकरारनामा दिनांक 2 का एक दूसरे पार्टी लिखा तो दीनता
व लाभी किया मो० 20,000/- मासिक किराया का
तय मालिकगण मकान पार्टीलेख पार्टी के पास का
तो शेष मो० 2000/- रु० मासिक किराया
लेकर कर्तव्य पावेंगे इस प्रमाण उक्त लेख्यपत्र
पर आज दि लेखमालिक के अपना मुख्य पार्टी
मकान हवलेना अधिकार स्वीकृत तो स्वतंत्र पार्टी
किया पर पार्टी लेख पार्टीए इस का इकरार 2 तो
कि किला कि इसी किराया पर इतने दिन के
मालिक तो दखिल अधिकृत न का
मालकिन किराए उपभोग के उपभोग
मेरे अब अपना पारिणाम का लाभ
न: पूर्ण नामदाद पर आई दावा दावी तो
लिखाया की वसी नहीं रहा नहीं रहेगा
वसि सम्पूर्ण का अधिकार लेने
किया पर प्रापूर्ण का मालिक ने

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प्राप्त हुआ कि मार्किन्ट दीवान को अपने
नया मालिकाना हक अथवा नाम से
स्थानान्तरण नहीं कराया है तथा
विपक्षकार की अन्य दायी विभाग की
पुस्तिका में दर्ज नहीं है। अतः ऐसे
अनधिकृत व्यक्ति को दण्ड लगाकर
उसे विपक्षी को दण्ड देकर
पर स्थानान्तरण के बाद या पुराने मालिक
से दण्ड दिलाने की जिम्मेदारी
दिया जाना कि इस न्यायालय द्वारा
मांग की लगाकर गई इस मामले को
न्यायालय द्वारा न्यायालय अदालत
करके स्वयं दूसरा विपक्षी पक्षकार को
तलब करेंगे। अतः ऐसे मेरी आपत्ति
को स्वीकार किया जाकर मेरे नाम
से नोटिस न जारी करने का निवेदन

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25 P.

[illegible] प्रमाण दो भाग आँख

वि. 99-2-[illegible] ई. कैलाश चन्द, शिवबाल चन्द, राकेश कैलाश चन्द दो शिवबाल चन्द कैलाश विरुद्ध नागल मार्किट [illegible] प्रकाशन [illegible] रु. 20000 की [illegible] दावा इसमें [illegible] वादी प्रेमलाल [illegible] मोजिब दस्तख़त [illegible] मौजा मेरठ [illegible] 99-2-22 [illegible] वा. शिवबाल प्रसाद [illegible] कैलाश विरुद्ध नागल [illegible] वादी प्रेमलाल [illegible] 99-2-22 कैलाश चन्द वादी कैलाश चन्द वा. प्रेमलाल चन्द 99-2-22 [illegible] वा: प्रेमलाल चन्द वा. गणेशीलाल वि.वा. दावापुत्र [illegible] 99-2-22 ई. कैलाश चन्द वादी कैलाश चन्द वा. प्रेमलाल चन्द 99-2-22 [illegible]

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1 / 23 / 25-1-88 अन्य

पत्नी मोषागार पटना
रुपया 4682 नगदी नहीं प्रतिमा कुमारी पति
श्री [illegible] ग्राम/मुहल्ला [illegible] थाना
[illegible] जिला [illegible] मुद्रांक लिपिक
के अस्पष्ट 28-1-88 पत्नी मोषागार पटना
रु० 4682 नाम प्रतिमा कुमारी पिता
पति ग्राम/मुहल्ला थाना जिला मुद्रांक
लिपिक के अस्पष्ट 28-1-88 पत्नी
मोषागार पटना रु० 4682 नाम प्रतिमा
कुमारी पिता/पति ग्राम/मुहल्ला थाना
जिला मुद्रांक लिपिक के अस्पष्ट 28-1-88
पत्नी मोषागार पटना रु० 4682 नाम
प्रतिमा कुमारी पिता/पति ग्राम/मुहल्ला
थाना जिला मुद्रांक लिपिक के
अस्पष्ट 28-1-88 पत्नी मोषागार
पटना रु० 4682 नाम प्रतिमा कुमारी
पिता/पति ग्राम/मुहल्ला थाना
जिला मुद्रांक लिपिक के अस्पष्ट
28-1-88 पत्नी मोषागार पटना
रु० 4682 नाम प्रतिमा कुमारी
[illegible]

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रु.रा 4682. वाला प्रतिभा कुमारी

पिता/पति × ग्राम/महल्ला × थाना × जिला × डुप्लीकेट सर्टिफिकेट अस्पष्ट 28-1-88. पटना मोकामाघाट, पटना रु.रा 4682. वाला प्रतिभा कुमारी पिता/पति × ग्राम/महल्ला × थाना × जिला × डुप्लीकेट सर्टिफिकेट अस्पष्ट 28-1-88 पटना मोकामाघाट पटना रु.रा 4682. वाला प्रतिभा कुमारी पिता/पति × ग्राम/महल्ला × थाना × जिला × डुप्लीकेट सर्टिफिकेट अस्पष्ट 28-1-88. पटना मोकामाघाट, पटना रु.रा 4682 वाला प्रतिभा कुमारी पिता/पति × ग्राम/महल्ला × थाना × जिला × डुप्लीकेट सर्टिफिकेट अस्पष्ट 28-1-88 पटना मोकामाघाट पटना रु.रा 4682. वाला प्रतिभा कुमारी पिता/पति × ग्राम/महल्ला × थाना × जिला × डुप्लीकेट सर्टिफिकेट अस्पष्ट. 28-1-88

Deed He 899 Rs 750 + 750 + 750 + 750 + 750 + 750 + 1000 + 50 + 30 + 1 + 1 = 4682 Rs only.

Abhidavek Swami Bebare S/o Dayaram Vide He 851, 854 to 856 Dated 11-2-88 from Abhidavek Swami Bebare Executive

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उपर्युक्त कैलाश चन्द्र का शिव नाथ
प्रसाद का शिव नाथ उर्फ पिता कैलाश
उर्फ जिनकी पत्नी उर्फ किसी अकिंचन
व्यवसायी श्री प्रेम लाल उर्फ पिता का
राम सेवक उर्फ कि मिलाप उर्फ
किसी व्यक्ति विशेष का
किसी व्यक्ति विशेष का

फो. Vol. 5- 88

8 कैलाश उर्फ लट्टी कैलाश उर्फ वा. प्रेम
लाल उर्फ लट्टी प्रेमलाल उर्फ मौजि दस्तखत
का किसी अनिर्माणित खनिज 99-2, 22 खम्भ

31 Vol 5-89

ए. शिवनाथ प्रसाद 99-2, 22 खम्भ

32 Vol 5-88

8 शिवनाथ उर्फ लट्टी शिवनाथ उर्फ
वा. प्रेमलाल उर्फ लट्टी प्रेमलाल उर्फ मौजि
दस्तखत का किसी अनिर्माणित खनिज

99-2, 22 खम्भ

क 3 Vol 5-88

लट्टी प्रेमलाल उर्फ 99-2, 22 खम्भ

8 [illegible]
99-2

दस्तखत उर्फ
नाट
2

प्रतिलिपि 8

SAI RESIDENCY PRIVATE LTD.
DIRECTOR

मौजा :- [illegible] दाखिल खारीज जाँ: [illegible] केश नं० [illegible]

थाना नं० [illegible] थाना [illegible] मंचल [illegible]

सबडिविजन जिला [illegible] दा० खा० का किस्म [illegible]

बशीका का० नं० [illegible] दिनांक 30-4-91 रकम

2223
2227

दाखिल खारीज के पूर्व होल्डींग

जमा नं०	रेयत का नाम व पिता का नाम	तोजी नं०	खाता नं०	खेसरा नं०	एराजी	लगान	अभ्युक्ति
826	[illegible]	4206	394	666 / 670	0.32 / 0.42 / 0.74	72.23	[illegible]

दाखिल खारिज के बाद होल्डींग

		4206	394	666 / 670	0.32 / 0.42 / 0.74		[illegible]

नया लगीसदार का होल्डींग

	[illegible]	4206	394	666 / 670	[illegible]	[illegible]	[illegible]

Certified to be true Copy
Head Clerk, 15/6/91
Authorised under Sec. 76 Act of 1872

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आदेश का क्रम-संख्या और तारीख	आदेश और पदाधिकारी का हस्ताक्षर	आदेश पर की गई रंवा ईके बारे में टिप्पणी तारीख-सहित

25-3-91 | राजस्व कर्मचारी जाँच प्रतिवेदन अंचल निरीक्षक के माध्यम से प्राप्त हुआ। इसका अवलोकन से पता चला है कि आवेदित जमीन का रसीद निकला के नाम से कटता है तथा आवेदक का जमीन पर दखल कब्जा है

अतः राजस्व कर्मचारी का प्रतिवेदन एवं अंचल निरीक्षक द्वारा की गई अनुशंसा से सहमत लिया जाय नहीं। दी जाती है। तदनुसार शुद्धि पत्र निर्गत करें।

अंचल अधिकारी
दानापुर।

15/6/91

Certified to be true Copy
Head Clerk, 15/6/91
Authorised under Sec. 76 Act of 1872

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DIRECTOR

प.५५-५१क

(देखें अभिलेख हस्तक, १४१ का नियम १२९)

अनुदेश पत्रक प्र० In the Court of ... S/o ... (Patna)

जिला ..... से ..... धारा ११ .....

केस का प्रकार दा० खा० वाद संख्या 154 /90-91

आदेश की क्रम संख्या और तारीख	आदेश और पदाधिकारी का हस्ताक्षर	आदेश पर की गई कार्रवाई के बारे में टिप्पणी तारीख सहित
1	C.Cum. 30/5/91	

अंचल, कार्यालय दानापुर

दा० खा० वाद संख्या/११८८/९१

2-5-90. श्रीमती प्रतीमा कुमारी पुत्री श्री रविन्द्रनाथ पाण्डेय पति श्री जौ० रामाश्रय पाण्डेय ग्राम ...सर थाना रघुनाथपुर (पटना)

से प्राप्त आवेदन पत्र और वसीका सं० को छाया प्रति को अवलोकन किया। इन्होंने निम्नलिखित जमीन का नामांकण हेतु अनुरोध किया है जिसे इन्होंने श्री ...लाल राय पुत्र श्री बोलकप राय उर्फ बालाप राय वगै० से० नया टोला रघुनाथपुर थाना दानापुर जिला पटना से क्रय किया है।

जमीन का विवरण :—

मौजा	थाना नं०	तौजी नं०	खाता	खेसरा	रकबा
मुस्तफापुर- 36	19सी	315	779	पाँचकट्ठा	
			" 780	चार०कट्ठा	
			" "	दस०कट्ठा	

मूल आवेदन और वसीका की छाया प्रति क्षेत्रीय राजस्व अभिकर्ता को स्थानीय तौर पर और राजस्व, कागजातों के साथ जाँच करने हेतु दें। ये जाँच प्रतिवेदन एक सप्ताह से अन्दर अंचल निरीक्षक के माध्यम से अगली निर्धारित शिविर की तिथि ..... को प्रस्तुत करेंगे।

अभिलेख दिनांक ..... को कैम्प में प्रस्तुत करें।

अंचल अधिकारी, दानापुर

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अराजी नकदी	अराजी भावली	तफसील हिसाब लगान भावली।
0.31		

जोत का सालाना मांगमय तफसील (बकाया वो हाल) मौजूदा साल का।

मांग बाबत	सालाना	बकाया				हाल
		तीन वर्ष से ज्यादा	3रा वर्ष।	2रा वर्ष।	1ला वर्ष।	
माल- (नकदी)						
गुजारी (भावली)						
सेस						
*सूद						
मुतफरकात						
मीजान						

तफसील अदायकारी।

अदायकारी बाबत	बकाया				मोतालबा हाल	फाजिल
	तीन वर्ष से ज्यादा	3रा वर्ष।	2रा वर्ष।	1ला वर्ष।		
माल- (नकदी)						
गुजारी (भावली)						
सेस						
*सूद						
मुतफरकात						
मीजान अदायकारी						

(1) मीजान कुल (लफ्जों में)--
(2) नाम देहिन्दा --
(3) कुल बकाया --

दस्तखत वो तारीख अमला तहसील कुनिन्दा

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

SPL-16-17

SAI RESIDENCY PRIVATE LTD.
DIRECTOR

अनुसूची 21—फारम सं० 113

12-5-18

संपत्ति अवभार प्रमाण-पत्र

2071

प्रमाण-पत्र संख्या ..... 19..... आवेदन सं० 5120 12-5-18 19.....

श्रीमती Smt Pratibha Kumari

ने मेरे पास आवेदन दिया है कि निम्नलिखित संपत्ति के संबंध में निर्धारित संव्यवहारों और अवभारों का सविवरण प्रमाण-पत्र दिया जाये। (आवेदन में दिये गये कथ्य के अनुसार विवरण दें।)

इसलिये मैं इसके द्वारा प्रमाणित करता हूँ कि उक्त संपत्ति को प्रभावित करने वाले संव्यवहारों और अवभारों के बारे में बही में और उससे सम्बद्ध अनुक्रमणिकाओं में सन्० 2014 19. से 2018 19. तक तलाशी की गयी और ऐसी तलाशी के बाद निम्न संव्यवहारों और अवभारों का पता चला

चला है अतः अवभार से मुक्त पाया।

क्र० सं०	(क) संपत्ति का विवरण	निष्पादन की तारीख	(ख) दस्तावेज का प्रकार और मूल्य	पक्षों के नाम		दस्तावेज की प्रविष्टि के पृ० निर्देश		
				निष्पादक	दावेदार	जिल्द	वर्ष	पृष्ठ
1	2	3	4	5	6	7	8	9
	Mauza Mustafapur Thana Khagaul 36 District Patna		Tauzi No C/19 Khata No 315 Plot No 779 & 780		M.S Plot No 779 & 780 Area 10.00 Kattha			

Sub Registry Office, Danapur

Receipt for search, inspection and copy

Prabha Kumari

Misc token no. Serial no. 5120

Year Date

Received from 12-5-18

Following fees:

F (i)- 0 F (iii)- 0 G- 0

F (ii)- 0 F (iv)- 0 G(a)- 0

Total- 0

120

Registering Officer

1. दस्तावेज के अनुसार विवरण दर्ज करें।
2. बंधक-पत्र की दिशा ब्याज की दर और भुगतान की अवधि दर्ज करें। शर्तें जो उनके बारे में उल्लेख हो।
3. पट्टे की दशा में पट्टे की अवधि और वार्षिक लगान दर्ज करें।

मैं यह प्रमाणित करता हूँ कि उपर्युक्त संव्यवहारों और अवभारों को छोड़ उक्त संपत्ति को प्रभावित करने वाले किसी अन्य संव्यवहार और अवभार का पता नहीं चलता है।

निम्न व्यक्ति ने तलासी की प्रमाण-पत्र तैयार किया:

(हस्ताक्षर): [illegible]

(पदनाम): UDC

तलासी का सत्यापन और प्रमाण की जांच निम्न व्यक्ति ने की:

(हस्ताक्षर): [illegible]

(पदनाम): UDC.

कार्यालय: Danapur

तारीख: 12-5-2018

मुहर एवं निबंधन पदाधिकारी का हस्ताक्षर

टिप्पणी:-इस प्रमाण-पत्र में जो संव्यवहार और अवभार दिखाये गये है वे आवेदन द्वारा प्रस्तुति संपत्ति विवरण के अनुसार पाये गये हैं। यदि आवेदक द्वारा किये गये विवरण से भिन्न विवरण देकर किन्हीं किन्हीं संपत्तियों को निर्बंधित दस्तावेजों में दिखाया गया हो तो वैसी दस्तावेजों से प्रमाणित संव्यवहार (ट्रान्जेक्शनस) इस प्रमाण-पत्र में शामिल न किये जायेंगे।

2. निबंधन अधिनियम की धारा-५७ के अधीन जो व्यक्ति (आहर्ता) और अनुक्रमाणियों (इन्डेन्स) को प्रविष्टियाँ देखना चाहते हों अथवा उनकी प्रतिलिपि लेना चाहते हों जिन्हें निर्दिष्ट संपत्तियों के अवभारों के प्रमाण पत्रों में उल्लेख हो उन्हें तलासी स्वयं करनी होगी। विहित फीस का भुगतान करने पर बहियाँ और अनुक्रमणियाँ उनके पास सामने रखदी जायेगी।

(क) किन्तु चूँकि वर्तमान मामले में आवेदक ने स्वयं तलासी नहीं की है, इसलिये कार्यालय अपेक्षित तलासी प्रमाण की किसी भूल के लिये किसी भी तरह जिम्मेवार नहीं होगा।

(ख) और चूँकि वर्तमान मामले में आवेदक ने अपेक्षित तलासी स्वयं की है, और चूँकि उसके बाद ढूँढे गये संव्यवहारों और अवभारों को सत्यापन के बाद प्रमाण-पत्र में दिया है, इसलिए विभाग आवेदक द्वारा ढूँढे गये ऐसे संव्यवहारों और अवभारों की छूट के लिए किसी तरह जिम्मेवार न होगा जिससे उक्त संपत्ति पर प्रभाव पड़ता हो।

कार्यालय, [illegible] निबंधक Danapur 12-5-18

ज्ञाप संख्या 1243 दिनांक

आवेदक श्री Smt Prabha Kumari

का ज्ञापभार प्रमाण-पत्र द्वारा State Bank of India Branch Ramna Road Nageshwar colony.

का उनके पत्र संख्या Ref U.M/2018/19 दिनांक 12-5-2018 के प्रसंग में अग्रसारित की जाती है।

निबंधन पदाधिकारी

SPL-469/99-2,00,000

अनुसूची 21–फार्म सं0–113

संपत्ति अवभार प्रमाण-पत्र

प्रमाण-पत्र संख्या ..... 20 ..... आवेदन सं0 20

चूंकि श्री Smt. Pratibha Kumari ने मेरे पास आवेदन दिया है कि निम्नांकित संपत्ति के संबंध में निर्धारित संव्यवहारों और अवभारों का संविवरण प्रमाण-पत्र दिया जाये।

(आवेदन में दिये गये तथ्य के अनुसार विवरण दें।)

इसलिये मैं इसके द्वारा प्रमाणित करता हूँ कि उक्त संपत्ति को प्रमाणित करने वाले संव्यवहारों और अवभारों के बारे में बही में और उससे सम्बद्ध अनुक्रमणिकों में सन्0 ..... 20 1987 से सन्0 30.9.14 तक तलासी की गयी और ऐसी तलासी के बाद निम्न संव्यवहारों और अवभारों का पता चला ..... पता चला है जब ..... Photo Copy

क्र0सं0	(क) संपत्ति का विवरण	निष्पादन की तारिख	(ख) दस्तावेज का प्रकार और मूल्य	पक्षों के नाम		दस्तावेज की प्रविष्टि के प्र0 निर्देश		
				निष्पादक	दावेदार	जिल्द	वर्ष	पृष्ठ
1	2	3	4	5	6	7	8	9
	Mauza – Mustafapur P.S. – Khagaul Khata – 36 Tauji – 619 Plot No. – 315 Khesra No. – 779 & 780 M.S. Plot No. – 779 & 780 Area – 10.00 Kathas							

Schedule XXI-Form No. 87 S.N.
(H)

RECEIPT FOR FEES DEPOSITED FOR SEARCH & COPY

Serial number of application 20821
Date of application 11/5/18
Name of applicant Pratibha Kumari
Fees Paid
Stamp Paper for 3800
Date of deposit

Registering Officer

1. दस्तावेज के अनुसार विवरण दर्ज करें ।

2. बंधक–पत्र की दिशा ब्याज की दर और भुगतान की अवधि दर्ज करें । बातें जो उसके बारे में उल्लेख है।

3. पट्टे की दशा में पट्टे की अवधि और वार्षिक लगान दर्ज करें ।

मैं यह प्रमाणित करता हूँ कि उपर्युक्त संव्यवहारों और अवभारों को छोड़ उक्त संपत्ति को प्रभावित करने वाले किसी अन्य संव्यवहार और अवभार का पता नहीं चला है।

निम्न व्यक्ति ने तलासी की प्रमाण–पत्र तैयार किया :

(हस्ताक्षर)

(पदनाम)

तलासी का सत्यापन और प्रमाण की जाँच निम्न व्यक्ति ने की :

(हस्ताक्षर)

(पदनाम)

कार्यालय Patna

तारीख 11/5/18

सब–रजिस्ट्रार एवं निबंधन पदाधिकारी का हस्ताक्षर

टिप्पणी :– इस प्रमाण–पत्र में जो संव्यवहार और अवभार दिखाये गये है वे आवेदन द्वारा प्रस्तुत संपत्ति के अनुसार पाये गये है। यदि आवेदक द्वारा किये गये विवरण से भिन्न विवरण देकर किन्हीं किन्हीं संपत्तियों को निर्दिष्ट दस्तावेजों में दिखाया गया हो तो वैसी दशाओं से प्रमाणित संव्यवहार (ट्रान्जेकशनस) इस प्रमाण–पत्र में शामिल न किये जायेंगे।

2. निबंधन अधिनियम की धारा–57 के अधीन जो व्यक्ति (बातें) और अनुस्मारियाँ (इन्डेन्चर) की प्रतियाँ देखना चाहते हों अथवा उनकी प्रतिलिपि लेना चाहते हों जिन्हें निर्दिष्ट संपत्तियों के अवभारों के प्रमाण–पत्रों की जरूरत हो उन्हें तलासी स्वयं करनी होगी। निर्धारित फीस का भुगतान करने पर बहियाँ और अनुस्मरणियाँ उनके पास सामने रखदी जायेगी।

(अ) किन्तु चूँकि वर्त्तमान मामले में आवेदक ने स्वयं तलासी नहीं की है, इसलिये कार्यालय अपेक्षित तलासी प्रमाण की किसी भूल के लिए किसी भी तरह जिम्मेवार नहीं होगा।

(ब) और चूँकि वर्त्तमान मामले में आवेदक ने अपेक्षित तलासी स्वयं की है, और चूँकि उसके बाद दूँढे गये संव्यवहारों और अवभारों को सत्यापन के बाद प्रमाण–पत्र में दिया है, इसलिए विभाग आवेदक द्वारा दूँढे गये ऐसे संव्यवहारों और अवभारों की छूट के लिए किसी तरह जिम्मेदार न होगा जिससे उक्त संपत्ति पर प्रभाव पड़ता हो।

कार्यालय, अवर निबंधक, Patna दिनांक 11/5/18 (11/5/18)

ज्ञाप संख्या 4361

आवेदक श्री Smt Pratibha Kumari

का ऋणभार प्रमाण–पत्र द्वारा Manager, S.B.I. S.M.E. Bazar Dakram Patna

का पत्रांक पत्र/संख्या BM/2018/1441/130 दिनांक 11/5/18 के प्रसंग में अग्रसारित की जाती है।

निबंधन पदाधिकारी
11/5/18
Patna

Serial No. 32528

Book No. :- 1 Deed No. 26870



बिहार BIHAR

Serial No. 32528

Deed No. 26870

चन्द्रशेखर प्रसाद

Govt. of Bihar
District Registry Office, Patna
Summary of Endorsement

This document was presented for registration on 11/10/2012 by Pratibha Kumari
A Stamp Duty of Rs. 176400/- and other Fees of Rs. 429/- 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. 26870 in Book No. 1, Volume No. 515 on pages from 88 to 92 and has been preserved in total 5 pages in C.D. No. 80 / Year 2012

Date: 11/10/2012 Token No: 33344 /2012

Signature with Date
(Ashok Kumar Thakur)
Registering Officer, Patna

Pratibha Kumari 11.10.2012

DEVELOPMENT AGREEMENT

This Development Agreement made and entered into at Patna on this 11th day of October, 2012.

SAI RESIDENCY PRIVATE LTD.

DIRECTOR

BETWEEN

SMT. PRATIBHA KUMARI (PRATIBHA PATHAK) Wife of Sri - Ravindra Kumar Pathak, daughter of Sri Ramashray Pandey, resident of village & Post Madan Sath P.S. Manjhi, District-Saran, presently residing at Flat No-101, Sakuntala Enclave, Sahajanad Path, West Patel Nagar, P.S. Shastri Nagar, District Patna, hereinafter referred to as the **"LAND OWNER",** (which expression shall unless excluded by or repugnant to the context or meaning thereto mean and include her heirs, successors, executors, administrators, legal representatives, nominees and assign) Of the **FIRST PART.**

Witness:- 1. PREMKUMAR SINGH S/o Late- Nageshwar Pd. Singh Shivmandir sadan Mothanpur, Punaichak Patna-23

AND

M/S SAI RESIDENCY PRIVATE LIMITED, a Company incorporated under the provisions of Companies Act- 1956, having its registered office at- R.T.Bhawan, Punaichak, P.S. Shastri Nagar, District Patna, through its Managing Director Sri Ritesh Ranjan Singh, Son of Late Mano Ranjan Singh, resident of R.T. Bhawan, Punaichak, P.S. Shastri Nagar, District Patna, hereinafter called and referred to as the "**BUILDER / DEVELOPER**" (which expression shall unless it be repugnant to the context or meaning thereto mean and include its administrators, legal representatives or successor-in-interest) of the **SECOND PART**.

Pratibha Pathak 11.10.2012

WHEREAS, the property hereby to be developed, fully described in Schedule-I to IB, of this Development Agreement, measuring a total area of 10 kathas equivalent to 13661 Sq.ft. little more or less, pertaining to Part of Survey Plot No 779 & 780, Katha No.315, Tauji No.C/19, under Thana No.36, situated in mauza-Mustafapur, Pargana Phulwari, District- Patna.

11/10/12

SAI RESIDENCY PRIVATE LTD.

DIRECTOR

WHEREAS, the above named land owner is the absolute owner of 10 kathas of land, pertaining to Survey Plot Nos. 779 & 780, situated in mauza Mustafapur, Pargana Phulwari, District Patna, who purchased the aforesaid land by three separate registered deed of absolute sale, the details of which are as follows :-

Sl. No.	Name of the vendor	Sale deed No.	dated	Area. Katha.
1.	Sri Kailash Rai & others.	2223/89	15.04.1989.	04
2.	Sri Kailash Rai & others.	899/88	12.02.1988.	05
3.	Sri Kailash Rai & others.	2224/89	15.04.1989.	01

WHEREAS, after purchasing the aforesaid land, the land owner/ first part got her name mutated in government records and is paying ground rent to the state of Bihar through Circle office and accordingly rent receipt is being issued in her name. The details of land is clearly mentioned in Schedule-I to IB of this Development Agreement.

WHEREAS, the above named land owner is seized and possessed of land or otherwise sufficiently entitled to transfer or enter into an agreement for Development with the developer for construction of a multistoried building complex over the Scheduled land.

WHEREAS, the above named Land Owner got interested in getting a multistoried building complex developed and constructed over the scheduled Land on conversion basis and acquire built-up area in shape of residential flat/s car parking space/s along with all other facilities and amenities in consideration for the value of 55% of the land to be conveyed by the land owner to the developer..

Pratibha Pathak
11-10-12

SAI RESIDENCY PRIVATE LTD.

DIRECTOR

WHEREAS, when the Developer Second Part came to know the desire of the Land Owner, Sri Ritesh Ranjan Singh, the Managing Director of the Developer Company, approached the above named Land Owner and showed his willingness to develop the aforesaid land on conversion basis. The Land Owner and the Developer entered into a negotiation and on representation and declaration made by the Owner as hereinafter recorded at between the parties hereto upon the terms and conditions hereinafter appearing.

IT IS REPRESENTED & DECLARED BY THE OWNER:—

i) That the land fully mentioned in Schedule- I to IB, of this Development Agreement is under the exclusive possession of the aforesaid First Part, with absolute right, title and interest and free from all encumbrances and have full right and absolute authority and title to transfer and convey the whole or part of the said property, having full marketable title therein.

ii) That the Owner has not created any charge or encumbrances on the said property or any part thereof by way of sale, mortgage, exchange, lease, trust, gift, assessment, rights, liens, agreement for leave and license, permission, rent, possession, charges, inheritance or any other encumbrances whatsoever.

iii) That no notice or notification for acquisition/requisition under any statute of the past or presently enforce, have been received, served or passed by the Patna Regional Development Authority (Dissolved), the Patna Municipal Corporation, Income Tax Department or any other government authorities for acquisitions or requisitions of the said land or any part thereof.

Pratibha Pathak
10.10.22

SAI RESIDENCY PRIVATE LTD.
DIRECTOR

iv) That there is no attachment, either before or after the judgment and there is no claims, demands, suits, decrees, injunctions, orders, lispendence, petition or adjudication order affecting the said property or any part thereof.

v) That apart from the Owner, none else is entitled to or have any share, right, title and/or any interest over in respect of the said property or any part thereof in any manner whatsoever.

vi) That the Owner is neither a benamidar nor a Trustee for anyone in respect of the said property or part thereof.

vii) That the Owner has not entered in the past into any agreement for sale or development of the said property or any part thereof nor has made any agreement with any one, whomsoever, regarding the said property or any part thereof. The Land Owner declare and agree that any problem, litigation, claim arising due to any agreement made in the past or during the pendency of this agreement or any claim arising thereof has to be sorted out by the land owner herself and the developer in no case will be responsible to sort out the problem, in this regard any loss monitory or otherwise arising due to above reasons the builder will be kept totally indemnified by the Land Owner.

Pratibha Pathak
11-10-12

B. **AND WHEREAS**, the Owner is interested in getting a multistoried residential complex developed and constructed on the said property through a reputed developer, who can develop and construct a residential building complex at its own cost and to acquire super built-up area in the said proposed building complex in shape of flat/s and car parking space/s etc. hereinafter called as "UNITS" as consideration for the

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2. That it is further agreed by the parties that any alteration in the aforesaid plan which is in the parameter of Patna Regional Development Authority (Dissolved), which may permit necessary, the Developer shall be entitled to make such alterations under prior intimation to Owner. If changes on this account want major change in layout plan of Units, the same should be brought to the notice of the Owner for her permission.

3. That the Owner agreed to convey, transfer or assign to the Developer free from attachments, charges & encumbrances 55% of undivided share in the said property at and for consideration and on the terms & conditions mentioned hereinafter.

4. The Developer and the Owner have jointly assessed that based on presently permissible F.A.R. as per P.R.D.A. (Dissolved)/ building bye–laws it shall be possible to construct total built-up area as approved by P.R.D.A.(Dissolved)/ on the said property, whose built–up area shall be distributed over several floors of the said building and on that basis this agreement is being entered into by the and between the parties. The above super built–up area does not include saleable parking space, if it is open, but the parking space will also be on the same percentages i.e. Owner will have right to 45% of the open parking space as the Owner's area.

Pratibha Pathak
11-10-12

5. That it is agreed between the parties that the Developer will handover 45% of the total super built-up area to the Land Owner in consideration of the value of the land and the Land Owner will be absolute owner of the said 45% of the total super built-up area and will be free to transfer or sell the same to any intending or prospective

11/10/12

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DIRECTOR

buyer and in that case the builder will have no objection.

6. That 45% of the Owner's share in terms of flats will be distributed on location of which, will be mutually decided at every corner after sanctioning of the map from the P.R.D.A. (DISSOLVED).

7. That the Owner and her nominee/s shall solely and exclusively be entitled to the Owner's area i.e. 45% of super built-up area and she shall have absolute right, title and interest over the Owner' area and shall be fully entitled to use and enjoy the same either herself individually or collectively or shall be fully entitled to transfer convey grant or otherwise alienate her interest in any manner as deem fit by them to any person, Association of persons, Firm, body corporate, co-operative society, govt. agency etc. on such terms & conditions as may be decided by the Owner.

A. That the Developer second part is agreed to construct the proposed multistoried building complex at its own cost and expenses and in consideration of the cost of construction, the developer will get and retain 55% of the total super built-up area in proposed multistoried building complex and the Developer will be free to transfer, sell, or mortgage the aforesaid 55% of the Builder's area and for that the Land Owner will have no objection. However, the Developer shall take care to sell its share to those having no criminal record.

B. That the developer and or its nominees shall retain 55% of the super built up area and shall have absolute right, title and interest over the Developer's area and they shall be fully entitled to transfer, convey,

Pratibha Pathak
11-10-12

11/10/12

SAI RESIDENCY PRIVATE LTD.

DIRECTOR

otherwise alienate their interest in any manner as they deem fit and proper to any person, Association of persons, firm, body corporate, Co-operative societies, government agencies etc. on such terms and conditions as may be decided by the developer or its nominees individually or collectively.

C. That the name of the proposed Project shall be **'RAVI ENCLAVE'.**

D. That the Developer, their staffs, workers, Engineers, Architects and Agent etc. will have all the right to enter into the said property to enable the Developer to carry out the various pre-developmental works.

8. That developer agreed to construct the proposed multistoried building complex and handover vacant possession of the Owner's share to the owner within a period of the 30 (Thirty) months from the date of BHUMI PUJAN, (which is fixed on 23 November 2012) with a further grace period of 06(Six) months.

A. As there may be any unavoidable delay due to unforeseen circumstances beyond the control of the developers i.e. strike, natural calamities like floods, earthquake, war, and riots in or around the India affecting the construction work, the period mentioned above shall be extended automatically till disturbances continued and normalcy is restored to start the work, it would be seen and judged by the Owner for which developer is required to intimate the Owner in writing the occurrence of such events within 28 days failing which construction period shall be in accordance to period mentioned in para 8 above. The decision of Owner shall be final and binding upon the developer.

Pratibha Patthak
11-10-12

11/10/12

SAI RESIDENCY PRIVATE LTD.

DIRECTOR

9. It is made expressly clear that the time is essence of this agreement and there shall be no grace period except as mentioned in Para 08.

10. That at the time of execution and registration of this Development agreement, the developer is paying a sum of Rs.10,0000.00/- (Rs-Ten lacs) only by Cheque No.-337585, S.B.I., SME Branch, Patliputra, Patna-800013, non-refundable amount.

11. The owner shall at no time demand any sum or premium or interest in any dealing regarding sale of the Developer's Area.

12. This agreement shall not ever be deemed to constitute a partnership of any sort between the parties hereto.

13. The Owner and her nominee and the developer and its nominee/s shall jointly have undivided right, title and interest and share in the total land of the said property in their respective shares i.e. 45% of the Owner and 55% of the Developer after delivery of the Owner's Area to the owner.

14. The owner hereby grant right and license to the developer to take up and proceed with the development planning and construction of the said complex in terms of this Development Agreement and hand over vacant physical possession of the said property, more fully described in Schedule hereunder written. This right and license granted to the Developer by the Owner shall be license as contemplated to the terms and conditions.

It is agreed that any agreement or arrangement made or entered into at any time before or during subsistence of this agreement by the owner will be treated as breach or violation of the terms and conditions of this

Prabibha Paldhal
11-10-12

A.

SAI RESIDENCY PRIVATE LTD.
DIRECTOR

Development Agreement and the same should be null and void, and in this regard the developer will be kept indemnified.

B. That any charge, encumbrance, lease or otherwise made over the Scheduled Property or any part thereof by the land Owner during the subsistence of this agreement shall be treated as breach of the terms of this agreement.

C. The Owner shall be fully entitled to enter into an agreement for sale or otherwise allot flats, parking space and other tenements comprised in the Owner's area in the said building which does not form the part of the Developer's area. Whenever required by the owner, the developer will join as confirming party on all such agreements, sale deeds, deeds of allotment etc. The Owner shall exclusively be entitled to realize all amount receivable under such agreement, sale deeds, deeds of allotment etc. However, the Owner shall get 45% of the Parking Space as the rightful claimant.

15. That after completion of the construction of the building / project the respective shares i.e. developer/ promoter and land owner shall be absolute owner of their respective shares and they will be entitled to sell/ transfer their shares respectively as per the provisions of Bihar Apartment & Ownership Act, 2006 and complete the transaction.

Pratibha Pathak
11-10-17

16. **THE DEVELOPER FURTHER UNDERTAKE :—**

A. To indemnify the Owner and always keep her indemnified and harmless in respect of all claims, damages compensation or expenses payable on account of harm, injury or accident sustained by any workman,

11/10/17

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DIRECTOR

artisan or other persons in the property whether in the employment of the developer or not within or upon the said property and during the period of construction, of the said building thereon.

17. That owner will hand over all the attested photo copies of the relevant and necessary documents which are required for the development of the land immediately after execution and registration of this Agreement. Whenever the original copy will be required by the developer, the same will be shown by the owner.

A. Incase there be any defect in the title of the Land Owner or there be any liability or any encumbrances on the said property 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 at the owner's cost and expenses, if the reasons what-so-ever the same will be adjusted from the land Owner's area of 50% share. And even if the developer could not get the defects cleared and could not carryout development work on the said land then the land owner will refund the entire expenditure made by the developer for the development of the said land.

B. All outgoings including municipal taxes and any other charges in respect to the said property shall be borne and paid by the owner till the date of handing over the vacant possession of the Scheduled Land to the Developer, and thereafter the same shall be borne and paid by the developer till the delivery of possession of the Land Owner's area to the Land Owner.

C. After the delivery the Owner's area to the owner all out going in respect of the said property and the said

Pratibha Pathak
11-10-12

11/10/12

SAI RESIDENCY PRIVATE LTD.

DIRECTOR

building thereon shall be borne and paid by the owner and the developers and their nominees separately and proportionately in the proportion of their respective share in the total built-up area

D. The word proportionately with all its cognates, variations whenever used in these presents shall mean the proportion in which the parties thereto and/or their nominees acquiring portions of the building are entitled to in the covered area in the building.

18. The nominees of the developer shall own and hold portion of the building comprised in the Developer's area according to the standard agreement finalized by the Developer in consultation with the Land Owner. The owner and her nominees shall be bound to hold and own portion of the Owner's area in the said building on the same terms and conditions as contained in the aforesaid standard agreement and to execute similar Agreements but not against the building plan passed by the Patna Municipal Corporation.

A. The common area shall be jointly owned by all the owner of all the portion of the said building with equal and co-extensive entitlements to use all common area and facilities intended for utilization by occupants of the said building on the same terms and conditions applicable to all such utilization. No owner of any part of the said building will have any exclusive right, title and interest over the common area and common facilities except the right to common use.

19. Both the owner and the Developer will jointly be entitled to all permissible future and/or horizontal development/exploitation of the said property and the

Pratibha Pathak
11-10-12

SAI RESIDENCY PRIVATE LTD.
DIRECTOR

said complex thereof, in accordance with the Bye-laws, Rule and Regulations, as applicable. The construction, share owing and selling of all such additional built up area will be done in the same proportions and on the same terms and conditions in this Development Agreement.

A. The owner hereby agree that any extra work, deviation from specification and alteration will have to be paid by the owner on the same rate as fixed by the developer for it's own customers. All charges/deposits required to be paid by the buyers of the Developer's area i.e. charges for electrical connection (Electrical Meter given by the Electricity Board), maintenance deposit and/or any other charges/ deposits will also be payable by the owner on the same terms and conditions as applicable to the buyer of the Developer's area. These charges shall be paid by the owner before the delivery of the Owner's area to them. However no deviation shall be permissible by the Owner at all.

20. The owner agree that if any levy is imposed by the P.R.D.A.(Dissolved)/Patna Municipal Corporation or any other public body or bodies or the government for the development/betterment of the areas, in which the said property is located or the complex is built or any other statutory/levy becomes applicable on the said property or the building thereon, then the same shall be paid by the Owner and the Developer and or their respective nominees jointly in the same proportion as their respective shares of built-up area in the said building.

Pratibha Pathak
11-10-12

11/10/12

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21. The Developer agrees that in case of any fine or penalty is imposed on the said building for any alleged deviati on from the sanctioned plan resulting in any excess construction of the built-up area then the same will be borne and paid only by the developer.

22. It is agreed that in all transfer, conveyance of built-up area the purchasers /transferees shall bear the cost of stamp duty, court fee and other registration charges.

23. That in case of any dispute or difference between the parties arising out or relating to this Development Agreement, the same shall be settled by reference of the dispute or difference to the Arbitrator appointed by the parties to this Development Agreement and such Arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time. If the parties do not agree for reference to Arbitration, then the Dispute shall be settled by recourse to competent Civil Court.

IN WITNESS WHEREOF, both the parties put their respective signatures on the day, month and year first above mentioned in presence of under signed witnesses.

Pratibha Pathak
11-10-12

WITNESSES:—

1. Rakesh.K Singh
Shyam Sunder Story
Shivpuri, Boring Road
Patna-
11/10/12

2. Uday Kumar
Late Bhg. Nagina Pd.

Pratibha Pathak
Signature of the Land Owner

Signature of the Developer

SAI RESIDENCY PRIVATE LTD.
DIRECTOR

SCHEDULE-I

Details of Property Owned by the Land Owner

All that piece and parcel of vacant land measuring an area of 04 katha, pertaining to Survey Plot Nos. 779 & 780, Tauji No. C-19, Thana No.36, Khata No.315, situated in mauza Mustafapur, Pargana Phulwari, P.S. & Sub. Registry office Danapur, Sadar Registry office and District Patna, which is bounded and butted as follows :-

Pratibha Pathak
11-10-12

BOUNDARY

North : Smt. Pratibha Kumari,
South : Vendor of the land owner,
East : Vendor of the land owner,
West : Sri Ramdhani Gope at present Sattar Miyan,

SCHEDULE-IA

All that piece and parcel of vacant land measuring an area of 05 katha, pertaining to Survey Plot Nos. 779 & 780, Tauji No. C-19, Thana No.36, Khata No.315, situated in mauza Mustafapur, Pargana Phulwari, P.S. & Sub. Registry office Danapur, Sadar Registry office and District Patna, which is bounded and butted as follows :-

11/10/12

BOUNDARY

North : Branch Road,
South : Smt. Pratibha Kumari,
East : Vendor of the land owner,
West : Sri Ramdhani Gope at present Sattar Miyan,

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SCHEDULE-IB

All that piece and parcel of vacant land measuring an area of 01 katha, pertaining to Survey Plot Nos. 779 & 780, Tauji No. C-19, Thana No.36, Khata No.315, situated in mauza Mustafapur, Pargana Phulwari, P.S. & Sub. Registry office Danapur, Sadar Registry office and District Patna, which is bounded and butted as follows :-

Pratibha Pathak
11-10-12

BOUNDARY

North : Smt. Pratibha Kumari
South : Late Bulkan Gope at present Dhanu Gope,
East : Vendor of the land owner,
West : Sri Ramdhani Gope at present Sattar Miyan,

VALUATION OF PROPERTY/LAND

1. Total Area of Land 10 Kathas, equivalent to
   31.25 decimals, 13610 Sq.ft. Zone- 2,
   Thana Code-36
2. Govt. Value @ Rs.2,50,000/- per dec. Rs.78, 15000/-
3. Rs-10,0000.00/- as none refundable amount. Rs.10, 00000/-

Rs.88, 15000/-

21/9/12

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Annexure-I

Features and General Specification of flats.

1. Structure

1. RCC Frame Structure with brick Filler Walls
2. Earthquake resistant structure.

2. Flooring

1. Marble/Vitrified Tiles in side the flat (***SOMANI***).

3. Doors & Windows

1. Main Door – Decorative Panel and polished on front sides. Other doors will be Flush Door Painted with two coat of enamel paint.
2. Sal wood door and window frame.
3. Fully glazed windows, Paneled of first quality wood.

4. Kitchen

1. Slabs are of well Finished Granite Stone with Stainless Steel Sink and Drain Board, Glazed Tiles dado wall up to 2' height over counter.
2. Two Power plug will be provided for microwave & Geyser in Kitchen.

5. Bathroom

1. Light coloured Ceramic Sanitary ware in Master bed room bathroom and white sanitary ware in other bathroom (Make- ***Jaquar***)
2. Ceramic Floor Tiles, Ceramic Tile up to 7' On Walls, European WC in Toilet attached to Master bed room,
3. Provision for Hot & Cold Water Supply. Branded CP Fittings of ***Jaquar***/, Wash Basin with Counter in one toilet.
4. Power plug for geyser in each Bathroom.

6. Electrical

1. Copper Wiring in Concealed P.V.C Conduits. Sufficient

Pratibha Patthak
11-10-12

SAI RESIDENCY PRIVATE LTD.
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light points. Provision for T.V. Telephone Points in each Bedroom & Drawing Room.

2. Modular type Switches of ***SCHNEIDER*** company.
3. Provision for split air-conditioner in master bedroom, A.C. Power plugs in every bedroom.

7. Finishing

1. All internal walls with WALL Putty (JK/Birla), Cornice and moldings in Drawing/ Dining and Bedroom. Weather coat/ ACE/ Excel to be provided in external Wall.

PARKING	Marble crazy flooring/ equivalent tiles with adequate Lighting.
BORE HOLES	Boring and Tube well of adequate capacity CROMPTON / KSB or equivalent make submersible pump connected to adequate capacity underground / overhead storage tank for uninterrupted water supply to all flats.
LIFT	Provision of two elevator of a standard company (OTIS or ATZ) of 06 passengers' capacity will be installed.
GENERATOR	Good quality branded silent Generator (Mahindra/ Kirloskar make or equivalent) with adequate capacity for stand by Power supply together with canopy and diesel storage tank. 500 Wtt. Power Back-up to each flat from Generator.

Pratibha Pattak
11-10-12

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DIRECTOR

TRANSFORMER	If required and permitted from PESU will be installed.
INTERCOM	Intercom facility provided in each flats with central Console at Security Guard station.

NOTE : The specification are tentative and subject to minor modification.

Pradipha Pathak 21/10/12

21/10/12

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ELECTION COMMISSION OF INDIA
IDENTITY CARD
भारत निर्वाचन आयोग
पहचान पत्र

BR/35/206/249059

Duplicate



Elector's Name	: Prem Kumar Singh
निर्वाचक का नाम	: प्रेम कुमार सिंह
Father's Name	: Late:Nageshwar Prasad Singh
पिता का नाम	: स्व.नागेश्वर प्रसाद सिंह
Sex / लिंग	: Male /पुरुष
Age	: 38 Years as on 1.1.2004
आयु	: ३८ वर्ष १.१.२००४ को

Address : 17,Shankuntala Sadar Mohanpur
Punaichak,
Town/Vill - Punaichak,
Anchal - Patna Sadar,
Distt - Patna - 800023

पता : १७,शंकुतला सदर मोहनपुर पुनाईचक,
शहर/गाँव - पुनाईचक,
अंचल - पटना सदर,
जिला - पटना - ८०००२३

Facsimile Signature of
Electoral Registration Officer
188,PATNA (WEST) Constituency
१८८, पटना (पश्चीम) निर्वाचन क्षेत्र
के निर्वाचक रजिस्ट्रीकरण अधिकारी
के हस्ताक्षर की अनुकृति

BR/35/206/249059

Place : Patna Sadar Date : 20/08/2004
स्थान : पटना सदर दिनांक : २०/०८/२००४

This Card may be used as an Identity Card under different Government Schemes.
इस कार्ड का विभिन्न सरकारी योजनाओं के अन्तर्गत पहचानपत्र के रूप में प्रयोग किया जा सकता है।

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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. 176400/-	Amt.Paid By N.J Stamp Paper	Rs. 5000/-
Addl.Stamp duty paid under Municipal Act	Rs. 0/-	Amt.paid through Bank Challan	Rs. 171829/-

Registration Fee

FEE PAID												
	A1	0	C	0	H1b	0	K1a	0	Lii	0
	A8	0	D	0	H2	0	K1b	0	Liii	0
	A9	0	DD	0	I	0	K1c	0	Mb	0
	A10	0	E	250	J1	0	K2	0	Na	54
	B	0	H1a	0	J2	0	Li	0		
									TOTAL-	304

LLR + Proc Fee		Service Charge
LLR	0	125
Proc.Fee	0	
Total	0	

Total amont paid (Reg. fee+LLR, Proc+Service Charge) in Rs. - 429

Date: 11/10/2012

Registering Officer
Patna

Endorsement under section 52

Presented for registration at Registration Office, Patna on Thursday, 11th October 2012 by Pratibha Kumari W/O Ravindra Kumar Pathak by profession Others. Status - Executant

Pratibha Pathak
11/10/12

Signature/L.T.I. of Presentant

Date:11/10/2012

Registering Officer
Patna

Endorsement under section 58

Execution is admitted by those Executants and Identified by the person (Identified by 'Prem Kumar Singh' age '38' Sex 'M', 'Late Nageshwar Prasad Singh', resident of 'Punaichak,patna'.), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

Date : 11/10/2012

Registering Officer
Patna

Endorsement of Certificate of Registration under section 60

Registered at Registration Office Patna in Book 1 Volume No. 515 on pages on 88 -92 , for the year 2012 and stored in CD volume No. CD-80 year 2012 .The document no. is printed on the Front Page of the document.

Date : 11/10/2012

Registering Officer
Patna

Token No. : 33344 **Year : 2012** **S.No. : 32528** **SCORE Ver.3.0** **Deed No . : 26870**

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बिहार BIHAR

क्रय संख्या 8964 तिथि 12-7-16 मूल्य 1000 स्टैंप संख्या 1 [illegible] 815886

क्रेता का नाम एवं पता [illegible]

कामेश्वर प्र० सिंह, मुद्रांक विक्रेता
ला० सं०-6/74, निबंधन कार्यालय, पटना

SUPPLEMENTARY AGREEMENT

This Supplementary Development Agreement made and entered into at Patna on this 18 day of July, 2016 in continuation of the development agreement dated 11/10/2012.

BETWEEN

SMT. PRATIBHA KUMARI @ PRATIBHA PATHAK, Wife of Sri Ravindra Kumar Pathak, daughter of Sri Ramashray Pandey, resident of village & Post Madan Sath P.S. Manjhi, District-Saran, presently residing at Flat No-101, Sakuntala Enclave, Sahajanad Path, West Patel Nagar, P.S. Shastri Nagar, District Patna, hereinafter referred to as the **"LAND OWNER",** (which expression shall unless excluded by or repugnant to the context or meaning thereto mean and include her heirs, successors, executors, administrators, legal representatives, nominees and assign) Of the **FIRST PART.**

Pratibha Pathak

18/07/2016

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AND

M/S SAI RESIDENCY PRIVATE LIMITED, a Company incorporated under the provisions of Companies Act- 1956, having its registered office at- R.T. Bhawan, Punaichak, P.S. Shastri Nagar, District Patna, through its Managing Director Sri Ritesh Ranjan Singh, Son of Late Mano Ranjan Singh, resident of R.T. Bhawan, Punaichak, P.S. Shastri Nagar, District Patna, hereinafter called and referred to as the "**BUILDER / DEVELOPER**" (which expression shall unless it be repugnant to the context or meaning thereto mean and include its administrators, legal representatives or successor-in-interest) of the **SECOND PART.**

WHEREAS, the above named land owner is the absolute owner of 10 katha equivalent to 13661 Sq.ft. of land, little more or less, pertaining to Part of Survey Plot No 779 & 780, Katha No.315, Tauji No.C/19, under Thana No.36, situated in mauza- Mustafapur, Pargana Phulwari, District- Patna, the details of the aforesaid land is fully described in Schedule-I to IB, of this Supplementary Development Agreement.

WHEREAS, the above named land owner purchased the aforesaid land by three separate registered deed of absolute sale, the details of which are as follows :-

Sl. No.	Name of the vendor	Sale deed No.	dated	Area. Katha.
1.	Sri Kailash Rai & others.	2223/89	15.04.1989.	04
2.	Sri Kailash Rai & others.	899/88	12.02.1988.	05
3.	Sri Kailash Rai & others.	2224/89	15.04.1989.	01

WHEREAS, after purchasing the aforesaid land, the land owner/ first part got her name mutated in government records and is paying ground rent to the state of Bihar through Circle office and accordingly rent receipt is being issued in her name.

WHEREAS, the above named land owner had seized and is still in possession of the land or otherwise sufficiently entitled to transfer or enter into an agreement for Development with the developer for construction of a multistoried building complex over the Scheduled land.

Pratibha Pathak

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WHEREAS, the above named Land Owner got interested in getting a multistoried building complex developed and constructed over the scheduled Land on conversion basis.

WHEREAS, to achieve the aforesaid objective, both the land owner and the developer entered into an agreement for development and got the same registered on 11/10/2012 vide deed No. 26870, registered in Book No.1, Volume No.515, pages from 88 to 92, C.D. No. 80/2012, registered at Registration office Patna.

WHEREAS, in the aforesaid development agreement, besides the other terms and conditions, the following terms and condition has been fixed and settled between the parties, which are as follows :-

(1) That the builder second part would construct a multistoried building complex over the Scheduled land at its own costs and expenses.

(2) That the builder would agree to hand over 45% of the total super built-up area in the proposed multistoried building complex to the land owner first part in consideration of the cost of land and the remaining 55% of the total super built-up area would be retained by the developer in consideration of the cost of construction and both the parties would have absolute right, title and interest over their respective shares.

(3) That it was agreed by the parties that the builder would construct the proposed multistoried building complex and hand over the vacant possession of the owner's share to the owner within a period of 30 (Thirty) months from the date of " BHUMI PUJAN" with a further grace period of 06 (Six) months and the date fixed for Bhumi Pujan was 23/11/2012.

(4) That in the aforesaid development agreement, it was clearly mentioned that "if there would be any unavoidable delay due to unforeseen circumstances beyond the control of the developer i.e. strike, natural calamities like floods, earthquake, war and

Pratibha Pathak

18/09/2014

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riots in or around India affecting the construction work, the period mentioned above shall be extended automatically till the disturbances continue and normalcy is restored to start the work.

WHEREAS, soon after execution and registration of the aforesaid development agreement, the builder second part prepared a building plan of the proposed multistoried building complex through a registered architect but could not submit the same with the competent authority for its approval because the competent authority was with held and banned to pass any building plan for the time being by the government due to some government policy.

WHEREAS, the Government withdrew the said ban in the year, 2016 and started sanctioning the building plans.

WHEREAS, soon after the withdrawal of the ban, the developer second part submitted the building plan of the proposed multistoried building with the competent authority on 02/02/2016 and the same was approved and sanction by the competent authority vide building plan case No. 89/2016 dated 24/06/2016.

Pratibha Pathak

WHEREAS, due to the aforesaid Government policy, the builder could not start and complete the construction work within the stipulated time as mentioned in the aforesaid development agreement. If the competent authority would have sanctioned the building plan in ordinary course of its business then the builder would certainly have completed the construction work within the stipulated time as mentioned in the development agreement.

7/09/2016

WHEREAS, due to the aforesaid government policy, the developer could not start the construction work and due to the aforesaid reason the project cost increased and therefore, the builder is facing great difficulty to

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complete the project and hand over 45% of the total super built-up area to land owner as land owner's share.

WHEREAS, the developer second part approached the land owner and showed its inability to complete the construction work as per the terms and conditions as mentioned in the development agreement dated 11/10/2012.

WHEREAS, both the parties entered into a fresh negotiation and agreed to revise the previous terms and conditions as mentioned in the development agreement dated 11/10/2012. With the consent of both the parties, the fresh terms and conditions have been settled between the parties, which are as follows :-

(1) That the builder second part agreed to construct the proposed multistoried building complex and hand over the vacant possession of the owner's share to the owner within a period of 36 (Thirty Six) months from the date of sanction of the building plan i.e. 24/06/2016.

(2) That it is agreed between the parties that no further grace period will be provided by the first part to the second part and in any case the builder would have to complete the construction work in all respect and hand over the owner's share to the owner within a period of 36 months from the date of sanction of the building plan.

(3) That it is agreed between the parties that the Developer will handover 40% of the total super built-up area to the Land Owner instead of 45% of the total super built-up area, in consideration of the value of the land and the Land Owner will be the absolute owner of the said 40% of the total super built-up area and will be free to transfer or sell the same to any intending or prospective buyer and in that case the builder will have no objection.

Pratibha Pathak

18/10/16

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(4) That the Owner and her nominee/s shall solely and exclusively be entitled to the Owner's area i.e. 40% of total super built-up area and she will have absolute right, title and interest over the Owner' area and shall be fully entitled to use and enjoy the same either herself individually or collectively or shall be fully entitled to transfer convey grant or otherwise alienate her interest in any manner as she deem fit and proper to any person, Association of persons, Firm, body corporate, co-operative society, govt. agency etc. on such terms & conditions as may be decided by the Owner.

(5) That the developer will get and retain 60% instead of 55% of the total super built-up area in the proposed multistoried building complex and the Developer will be free to transfer, sell, or mortgage the aforesaid 60% of the Builder's area and for that the Land Owner will have no objection. However, the Developer shall take care to sell its share to those having no criminal record.

Pratibha Parthak

(6) That the developer and or its nominees shall retain 60% of the total super built up area and shall have absolute right, title and interest over the Developer's area and they shall be fully entitled to transfer, convey, otherwise alienate its interest in any manner as they deem fit and proper to any person, Association of persons, firm, body corporate, Co-operative societies, government agencies etc. on such terms and conditions as may be decided by the developer or its nominees individually or collectively.

18/09/2016

(7) That within 30 days from the date of execution of this supplementary agreement, both the parties will enter into an agreement for distribution of share, in which the specific share of the land owner and the developer will be clearly mentioned.

(8) That the other terms and conditions of the development agreement dated 11/10/2012 will remain the same and will be binding upon both the parties.

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(9) That this supplementary agreement is in continuation of the development agreement dated 11/10/2012 and when ever required, both the documents will be read together.

IN WITNESS WHEREOF, both the parties put their respective signatures over this supplementary agreement on the day, month and year first above mentioned in presence of under signed witnesses.

WITNESSES:—

1. Pratibha Pathak

Signature of the Land Owner

2. SUJEET KUMAR JHA
S/o SRS ASHOK KUMAR JHA
NEELAM SADAN
PUNAICHAK
PATNA-800023
18/07/2016

18/07/2016

Signature of the Developer

SCHEDULE-I

Details of Property Owned by the Land Owner

All that piece and parcel of vacant land measuring an area of 04 katha, pertaining to Survey Plot Nos. 779 & 780, Tauji No. C-19, Thana No.36, Khata No.315, situated in mauza Mustafapur, Pargana Phulwari, P.S. & Sub. Registry office Danapur, Sadar Registry office and District Patna, which is bounded and butted as follows :-

BOUNDARY

North : Smt. Pratibha Kumari,
South : Vendor of the land owner,
East : Vendor of the land owner,
West : Sri Ramdhani Gope at present Sattar Miyan,

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SCHEDULE-IA

All that piece and parcel of vacant land measuring an area of 05 katha, pertaining to Survey Plot Nos. 779 & 780, Tauji No. C-19, Thana No.36, Khata No.315, situated in mauza Mustafapur, Pargana Phulwari, P.S. & Sub. Registry office Danapur, Sadar Registry office and District Patna, which is bounded and butted as follows :-

BOUNDARY

North : Branch Road,
South : Smt. Pratibha Kumari,
East : Vendor of the land owner,
West : Sri Ramdhani Gope at present Sattar Miyan,

SCHEDULE-IB

All that piece and parcel of vacant land measuring an area of 01 katha, pertaining to Survey Plot Nos. 779 & 780, Tauji No. C-19, Thana No.36, Khata No.315, situated in mauza Mustafapur, Pargana Phulwari, P.S. & Sub. Registry office Danapur, Sadar Registry office and District Patna, which is bounded and butted as follows :-

BOUNDARY

North : Smt. Pratibha Kumari
South : Late Bulkan Gope at present Dhanu Gope,
East : Vendor of the land owner,
West : Sri Ramdhani Gope at present Sattar Miyan,

Pratibha Pathak

18/01/2016

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