

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100



100



सत्यमेव जयते

ONE HUNDRED RUPEES



भारत INDIA
INDIA NON JUDICIAL

उत्तर प्रदेश UTTAR PRADESH

CH 663919



NOTARY
MEMORANDUM OF FAMILY PARTITION
GORAKHPUR

This DEED of Family Partition made at Gorakhpur on 11.1.15
day of Month: 31-01- in the Christian year 2015

BETWEEN



MEERA SINGH
NOTARY
COLLECTORATE CAMPUS
GORAKHPUR

(1) Mr. Shyamal Narain, s/o Late Kailash Narain Srivastava
Aged: 50 . Occupation : Law Practice
Residing at: 177, Tagore Town, Allahabad, U.P.



MEERA SINGH
NOTARY
COLLECTORATE CAMPUS
GORAKHPUR

(2) Mr. Sangam Narain Srivastava, s/o Late Prakash Narain
Srivastava
Aged: 51 . Occupation: Service

Handwritten signatures of the parties.

(2) Mr. Shobhit Narain, s/o Late Prakash Narain Srivastava,
Aged 46, Occupation: Service
Residing at: Bangalore, Karnataka

(3) Mr. Saman Srivastava, s/o late Suraj Narain Srivastava
Aged: 50, Occupation: Business
Residing at: Bandra, Mumbai, Maharashtra


(which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include their legal heirs, executors and successors of the First Part)







(4) Sri Hriday Narain Srivastava, s/o late Rai Bahadur Ram
Narain Lal Srivastava
Aged: 77, Occupation: Service (Retd)
Residing at: Golghar, Gorakhpur, U.P.

(which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include her legal heirs, executors and successors of the Second Part).

Whereas the First Part and Second Part are holding the land/property bearing/situated at Arazi No 45 ^{3/4} And 43 ^{3/4} Mauja - Chak Jalal, Tappa - Kasba, Pargana - Haveli, Tehsil - Sadar, Gorakhpur measuring 1.965 acres approximately (Open land and buildings there on) by virtue of being the descendants, legal heirs and successors of Late Rai Bahadur Ram Narain Lal Srivastava. The said property is as shown in the Annexed MAP and includes open land, commercial property being shops, Ancestral residential house and house constructed by the Second Party in the land marked 'B'. First part and Second part come from One family and the parties hereto are brothers-Uncle and owners of the land property which is


HEERA SINGH
COLLECTOR
LECTURATE CAMPUS
GORAKHPUR

inherited by them from through their fathers, each branch being equal
co-owner, as per the family tree below

Late Rai Bahadur Ram Narain Lal Srivastava

(Sons of Late Rai Bahadur Ram Narain Lal)

Late Kailash Narain Srivastava

Late Prakash Narain Srivastava

Late Suraj Narain Srivastava

Shri Hriday Narain Srivastava



OPEN LAND AREA

The First part and Second Part following an oral family settlement had made one Partition Map earlier i.e. 29/04/2001, and as per mutual understanding, the open area plots were distributed between the four branches treating the Ancestral residential house as open land. However no formal agreement or deed was made in pursuance to the aforesaid Family Settlement.

Now first party and second party have decided to reconfirm the partition of the said land and formalize the aforesaid Family Settlement after making mutually acceptable beneficial rearrangement necessitated due to the persons mentioned as Party to the First Part deciding to develop their share of the land jointly whereas the Party to the Second Part not being interested for joint development presently. Hence this deed between the parties.

The map of the land showing the area to be partition between the parties is attached herewith and partition is made as per the consent of both the parties. The land marked 'B' as per the attached Map has gone to the Second part i.e. 1370 sq metre or thereabout and the land marked 'A' as per the attached Map, has gone to the First part i.e. 41-40 sq metre or thereabouts. The first part have absolute right title interest in the Portion 'A' as per the attached map and the



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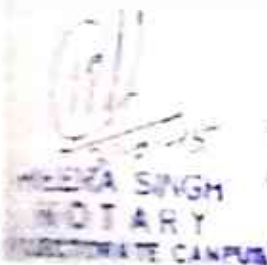
first part can divide, part, charge, sell, gift and/or deal with the said Portion 'A' as they think fit so and the second part shall not take any objection to the same. The Second part has absolute right, title, interest in the Portion 'B' as per the attached map and the Second party can divide, part, charge, sell, gift and/or deal with the said Portion 'B' as he thinks fit, and the First part shall not take any objection for the same. The first party shall have no right in the property which has gone to the second part and the second part has no right in the property gone to the first part. The house/structure constructed on Portion 'B' was built by the Second part from its own resources and shall belong to the Second part without any claim of the



first part. The First part and second part can develop their respective portions and can do every act to use their portion of the property and there is no consent required by any party from the other for the same. It is clarified that the First part and Second part shall utilize FAR/FSI, etc (by whatever name called) for their respective portions only and obtain sanctions/permissions for constructions in/of their respective portions by submitting plans of their portion only.

It is further agreed between the first part and the second part that the area marked 'C' on the map will be left open and no construction will be done on the same. However, as the first part and the second part are the joint owners of this part also, each is entitled to utilize the related FSI/FAR/construction rights associated with this part in the same ratio as their share in the open land i.e. 3:1, in addition to their shares marked as Part 'A' and Part 'B' on the appended map.

AND in the event the First part applies for the mutation of their respective portion in their name in the record of rights, Municipal Corporation, City Survey office, other Revenue records, Gram Talati office, any Govt., Semi-Govt. offices and offices under



second part on any form, paper etc., the same shall be given by the Second Part and in default the first part will be entitled present this document before the concerned authority as the consent of the second part and get the name of the first part entered in the said records pertaining to their portion of the property.

AND in the event the Second part applies for the mutation of their respective portion in their name in the record of rights, Municipal Corporation, 7/12 record, City Survey office, other Revenue records, Gam Talati office, any Govt., Semi -Govt. offices and offices under the Law and any consent or signature it required in the given by the first part on any form, paper etc., the same shall be given by the First Part and in default the second part will be entitled present this document before the concerned authority as the consent of the first part and get the name of the second part entered in the said records pertaining to their portion of the property.



COMMERCIAL AREA/SHOPS

The Commercial property being shops had been partitioned by metes and bounds between the first and second part as the descendents/legal heirs and successors of the Late Rai Bahadur Ram Narain Lal Srivastava, more than 20 years ago and each branch has been enjoying its share since then without any hindrances or claims from any of the other branch. The names of the respective branches, with regard to their ownership of shops, has also been incorporated in the Municipal records and each branch, in respect of their ownership, is paying Municipal and other taxes and acting in capacity of owners in respect of their share of shops and exercising these rights to the exclusion of the other branches. However, since a written deed is made between the descendants now, it is thought prudent for the sake of clarity and record, to reduce the said division in writing so as to avoid any misunderstanding in future between the different branches

and their heirs, successors, etc.

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3/1/15
NOTARY

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area and divided into Parts 1, 2, 3, 4, 5 and 6. It is decided and declared that the shaded area marked ' 4 & 6 ' (being shops marked No 16,17,18, 27 & 28) belongs exclusively to the branch of Late Nailash Narain Srivastava (represented by Shri Shyamal Narain), the shaded area marked ' 1 ' (being shop marked No 1,2,3,4,5) belongs exclusively to the branch of Late Prakash Narain Srivastava (represented by Sri Sangam Narain Srivastava and Sri Shobhit Narain), the shaded area marked ' 2 ' (being shops marked no 6,7,8,9,10,11) belongs exclusively to the branch of Late Suraj Narain Srivastava (represented by Sri Suman Srivastava) and the shaded area marked ' 3 & 5 ' (being shops marked no 12,13,14,15,19,20,21,22,23,24,25) belong exclusively to the branch of Late Hriday Narain Srivastava (represented by Sri Hriday Narain Srivastava).



Each branch is free to use his share of the commercial shop property in whatever way it decides and there is no consent required from any of the other branch for the same. And if any branch is applying for the mutation/transfer of its respective share to their names in any Government, Semi -Government office or any other office under any Law and any consent is required from the other branches the same shall be given by the other branches and in default present this document before the concerned authority as the consent and get their name entered in the said records pertaining to their portion of the property

This partition is made between the joint family therefore there is no restriction by legal way.

The aforesaid terms of this partition settlement have been arrived at, and set down in writing, by the First and the Second part, of their own free will and volition, and without any outside or extraneous pressure, influence, coercion or threat and after detailed discussions with each other, and, the first part and the

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3-5-15

NOTARY
COLLECTORATE

[Handwritten signatures]

second part, therefore, solemnly agree and undertake to abide by the same, in letter and spirit, with the clear understanding that in the event of any breach of the same by either part, the same can be enforced through legal/judicial means.

DETAILS OF THE PROPERTY

OPEN LAND

(Property Owned by First Part)

All that Piece and parcel of the land revenue Survey no. Arazi No 45th And 43th Mauja - Chak Jalal, Tappa - Kasba, Pargana - Haveli, Tehsil - Sadar, Gorakhpur Marked 'A' on the attached Map.

(Property Owned by Second Part)

All that Piece and parcel of the land revenue Survey no. Arazi No 45th And 43th Mauja - Chak Jalal, Tappa - Kasba, Pargana - Haveli, Tehsil - Sadar, Gorakhpur Marked 'B' on the attached Map.

COMMERCIAL AREA/SHOPS

Shops comprised in shaded area marked ' 4 & 6 ' owned by branch of Late Kailash Narain Srivastava.

Shops comprised in shaded area marked ' 1 ' owned by branch of Late Prakash Narain Srivastava.

Shops comprised in shaded area marked ' 2 ' owned by branch of Late Sural Narain Srivastava.



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Handwritten signatures and notes at the bottom of the page, including a signature that appears to be 'S. S. Singh'.

Shops comprised in shaded area marked '3 & 5' owned by branch of
Shri Hari Day Narain Srivastava.

IN WITNESS whereof the parties hereto have hereunto set and
subscribed their hands and seals on the day and year first herein above
mentioned.



Signed and delivered by the
within named First part and
representative of their
respective branch

X [Signature]

[Signature]

[Signature]
Sangam Narain Srivastava

[Signature]

witness

[Signature]
4th A, [Address], [City] 31/1/15

Signed and delivered by the
within named Second part and
representative of respective branch

X [Signature]

[Signature]
31/01/15

[Signature]
Yogesh Riwara
witness
[Address]
31/1/15

189

31/01/15

Shri Hari Day Narain Srivastava, Sangam Narain Srivastava, Shobhit Narain
Suman Srivastava and Hari Day Narain Srivastava.

[Signature]

[Signature]

भारतीय गैर न्यायिक

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TEN
RUPEES

Rs.10



INDIA NON JUDICIAL

उत्तर प्रदेश UTTAR PRADESH

शपथपत्र

36AE 555609

समक्ष अध्यक्ष / सचिव

*उ0प्र0 भू-सम्पदा विनियामक प्राधिकरण, लखनऊ

शपथपत्र मिनजानिब आर्किड ग्रीन इन्फ्रासिटी प्रा0लि0, 108 गोयल हाता धर्मशाला बाजार शहर गोरखपुर जरिये निदेशक मनोज कुमार पाठक पुत्र स्व0 सूबेदार पाठक निवासी अधियारीबाग उत्तरी गोरखनाथ, गोरखपुर

शपथकर्ता शपथपूर्वक निम्नलिखित बयान करता है:

- (1) यह कि कम्पनी का नाम, पता व शपथकर्ता का नाम, पिता का नाम व पता जो ऊपर दर्ज है सही व सच है।
- (2) यह कि शपथकर्ता की कम्पनी के परियोजना "गोलघर सेन्ट्रल" को आवेदन पत्र आई0डी0 नं0-ID178772 पर पंजीकृत कर लिया गया है।
- (3) यह कि हम शपथकर्ता की कम्पनी को जरिये ई-मेल एक पत्र पत्रांक संख्या-0312208/यू0पी0-रेरा/परि0पंजी/2019-20 दिनांक:03-12-2020 प्राप्त हुआ है जिसमें बिन्दू संख्या-4 में स्वामित्व के सम्बन्ध में कॉम्प्रिहेन्सिबल तरीके से डाक्यूमेन्ट अपलोड करने का निर्देश दिया गया है।
- (4) यह कि शपथकर्ता द्वारा दिनांक:18-12-2020 को एक प्रार्थना पत्र मय संलग्नक प्रेषित किया गया है। उक्त प्रार्थना पत्र में संलग्नक-1A के रूप विक्रय अभिलेख दिनांक:22-07-1930 संलग्न है। चूँकि उक्त विक्रय विलेख दिनांक:22-7-1930 उर्दू में निष्पादित है इसलिए शपथकर्ता द्वारा उसका हिन्दी अनुवाद मुताबिक उर्दू कराकर संलग्नक-1B के रूप में प्रेषित किया गया है जो सही व सत्य है।
- (5) यह कि मजमून शपथपत्र का पैरा-1 ता 4 मेरे निजी जानकारी से सही व सच है इसमें कोई बात गलत अथवा झूठ नहीं लिखी गई है सो ईश्वर मेरी मदद करे।

दिनांक: 14-12-2020

Yogesh Dutta Mishra
NOTARY
Head Quarter, Gorakhpur

शपथकर्ता
Manoj Kr. Pathak
(मनोज कुमार पाठक)

प्रारूप-घ (संलग्नक-3)
औपबन्धिक (प्रोविजनल) अनापत्ति प्रमाणपत्र

पूआईसी संख्या : UPFS/2020/18086/GKP/GORAKHPUR/69/CFO

दिनांक : 06-03-2020

प्रमाणित किया जाता है कि मेसर्स **GOLGHAR CENTRAL FOR SANGAM NARAIN SRIVASTAVA AND OTHERS** पता **PLOT NO-43MI AND 45 MI, MAUZA CHAKJALAL, STATION ROAD GOLGHAR, GORAKHPUR** तहसील - **SADAR** प्लाट एरिया **4490.65 sq.mt** (वर्गमीटर), कुल कवर्ड एरिया **16134.11** (वर्गमीटर), ब्लाकों की संख्या 1 जिसमें

| ब्लॉक/टावर | प्रत्येक ब्लॉक में तलों की संख्या | बसेमेंट की संख्या | ऊँचाई |
|----------------------|--|-------------------|-------|
| भवन का अधिभोग मेसर्स | GOLGHAR CENTRAL FOR SANGAM NARAIN SRIVASTAVA AND OTHERS | | |

द्वारा किया जायेगा। इनके द्वारा भवन में अग्नि विचारण एवं अग्नि सुरक्षा व्यवस्थाओं का प्राविधान एन0बी0सी0 एवं तत्संबंधी भारतीय मानक ब्यूरो के आई0एस0 के अनुसार किया गया है। इस भवन को औपबन्धिक अनापत्ति प्रमाणपत्र, एन0बी0सी0 की अधिभोग श्रेणी **Mercantile** के अन्तर्गत इस शर्त के साथ निर्गत किया जा रहा है कि प्रस्तावित भवन में अधिभोग श्रेणी के अनुसार सभी अग्निशमन व्यवस्थाओं के मानकों का अनुपालन पूर्ण रूप से किया जायेगा तथा भवन के निर्माण के पश्चात भवन के अधिभोग से पूर्व अग्नि सुरक्षा प्रमाण पत्र प्राप्त किया जायेगा। ऐसा न करने पर निर्गत प्रोविजनल अनापत्ति प्रमाणपत्र स्वतः ही निरस्त मान लिया जायेगा, जिसके लिए मेसर्स **GOLGHAR CENTRAL FOR SANGAM NARAIN SRIVASTAVA AND OTHERS** अधिभोगी पूर्ण रूप से जिम्मेदार होगा/होंगे।

यह प्रमाण-पत्र आवेग तथा प्रस्ताव अधिकारी, सचवाओं के आदेश पर निर्गत किया जा रहा है। इनके आदेश कार्रवाई पर निर्गत प्रमाण-पत्र कस्य भी होगा।

हस्ताक्षर :-



हस्ताक्षर - (डिजिटल रूप से हस्ताक्षरित)

DEVENDRA KUMAR SINGH

014133E514FE875FA3EAB5902D8FF3879194DAAA

07-03-2020

Note:- Kindly check the authentication of NOC by verifying the UID at departmental portal of UP Fire Service.