

Summary of Endorsement

This document was presented for registration on this Friday, the 30th of October 2009 by Abu Dojana (Secy.).

A stamp duty of Rs. 0/- and other fees of Rs. 454/- has been paid in it.

The document was found admissible. The names, photographs and 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. 20424 in Book No. 1, Volume No. 328 on pages from 195 to 202 and has been preserved in total 8 pages in C.D. No. 51 / Year 2009.

Date : 30/10/2009

Token No. : 24147 / 2009

Signature with date

(Ajay Krishna Mishra)

Registering Officer, Patna

Challan No. 0010, 8011, dated 30-10-2009

The Federal Co-operative House Construction Society
Limited, Sector-III Phulwari Sharif, Patna - 801505

Regd. No. 36, Pat of 1986

THIS INDENTURE is made on this 30th day of
October 2009, at Patna.

1. NAME OF THE VENDOR

The Federal Co-operative House Construction Society Ltd. Patna registered under the Bihar and Orissa Co-operative Societies Act 1935 having its Certificate No. 36/PAT-1986, through its Secretary Mr. Abu Dojana son of Late S. Rahmatullah, resident of Haroon Nagar Colony, P.S. Phulwari, District Patna, (hereinafter called the society) which expression unless excluded expressly or repugnant to the context shall mean and include said society and its Successor, Administrators, Legal Representatives, and Agent.



Affidavit

SCANNED

ST. 10/10/09

24/10/09

(2)

2. NAME OF THE VENDEE

Dr. Bismillah Khatoon Hafizee wife of Mr. Abdul Kafil Hafizee, resident of Old Police Line Ara, P.S. Ara Town, District Bhojpur (Ara), in the State of Bihar, by Nationality-Indian, at present the member of the society (hereinafter called the vendee/member) which expression unless excluded expressly or repugnant to the context shall mean and include said Dr. Bismillah Khatoon Hafizee, Membership No....69..... and her successor, Executors, Administrators, legal representatives, and assignees.

3. NATURE OF THE DOCUMENT

DEED OF ABSOLUTE SALE

4. AMOUNT OF CONSIDERATION

Rs. 70,000/- (Rupees Seventy Thousand Only)

5. DESCRIPTION OF THE VENDED PROPERTY

The right, title interest of the (vendor society in all the piece or parcel of land measuring 5467 Sq. Ft., (Five Thousand Four Hundred Sixty Seven Sq. Ft.) situated at Mauza Isopur, (East-South), P.S. Phulwari Sharif, District Patna, Thana No. 35, Tauzi No. 5659, Khata No. 1402, Part of Cadestral Survey Plot No. 4159, Marked as Sub Plot No. 69 and 70 "Federal Sector- 3" in the records register maintained in the office

of the Society which is bounded and butted as follows :-
Annual Rent Rs. 3/- only payable to the State Government of Bihar through Circle Officer Phulwari Sharif, Patna.



Handwritten signature

14.10.10
30-10-10

(3)

BOUNDARY

NORTH : Society Plot
SOUTH : Society Plot
EAST : Society Plot.
WEST : Society Road.

DIMENSION

NORTH : 71 Ft. 0 Inch.
SOUTH : 75 Ft. 0 Inch.
EAST : 77 Ft. 0 Inch.
WEST : 77 Ft. 0 Inch.

WHEREAS, the society was registered with the objects defined in the Bye-laws of the society bearing certificate No. 36/PAT/1986, in the office of the Assistant Registrar of the Co-operative Societies Patna Circle, Patna.

AND WHEREAS, the purchaser has already deposited the cost of the land approaching Road as lawfully determined by the Society.

AND WHEREAS, it has been found desirable and advisable by the society that the plots carved out on the aforesaid area be transferred absolutely in favour of the member of the society on the terms and conditions mentioned hereinafter and whereas the sale has been duly sanctioned by the Board of Directors of the Society by Resolution No. 2, dated 18.06.1991, the secretary was authorized for plotting of the above land acquired by the society and to allot the same to the respective members through sale deed.

NOW, THEREFORE THIS DEED OF ABSOLUTE

SALE and conveyance made on this the 30th October of 2009 BETWEEN The Society, the vendor of the one Part and Mr. Bismillah Khatoon Hafizee purchaser of the other party



Handwritten signature

RECEIVED
A. M. 10
30-10-09

(4)

WITNESSES AS FOLLOWS

1. In consideration of price of Rs. 70,000/- (Rupees Seventy Thousand Only), which has been paid by the purchaser to the society, the receipt of which the society hereby acknowledges and the vendor society as owner hereby transfers by way of an absolute sale and conveyance to the purchaser of the property described in column No.5 above to hold the same as absolute owner.
 - a. The said land shall be entered into and upon and held and enjoyed together with the rents and profits received there from by the purchaser without any interruption or disturbances or interruption by the other person whatsoever.
 - b. The right, title, interest and possession hereby transferred in accordance with the said Co-operative Societies Act and Rules and Bye-laws framed there under.
 - c. The property hereby sold is free from all encumbrances.
2. The purchaser hereby covenants with the vendor (society) as follows :-
 - a. The purchaser shall not transfer in any way any interest in the property described in column no.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.
 - b. The purchaser further undertakes that she will not make any kind of encroachment / construction such as stair, and roof etc. on the defined Road, sub plots as shown in the plan. In case of any violation the society will have the right to demolish such encroachment / construction and the cost incurred on the demolition will be borne by the purchaser.
 - c. That the Federal Co-operative Housing Construction Society Ltd, Patna, had executed a Sale Deed in favour of its member Dr. Bismillah Khatoon Hafizee on 22-02-1993, as Deed No. 1176, Volume No. 30, Pages 547 to 554, in Book No. 1176, which was Registered at Patna Registry Office, due to inadvertence of office staff.



V.A. Patna
30-10-09

affersin

(5)

d. That it is necessary to rectify the original errors to avoid any confusion in future, regarding the dimension more fully described in original Deed No. 1176, dated 22-02-1993, it is therefore considered necessary to execute a deed of fresh Sale Deed to remove the aforesaid mistake.

e. That the board of directors of the Society has taken a resolution bearing No. 04, dated 29-06-2008 to avoid any confusion regarding the Khata No.1402, which has been executed and registered in favour of its member and informed her accordingly.

f. That Secretary authorized to execute deed of fresh Sale Deed in favour of its member regarding the aforesaid mistake to avoid any confusion in future.

g. The purchaser undertakes to 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 Gram Panchayat, Rules or any other common facility to be supplied by the society to the residents in the society area.

h. That the said society has obtained the said property by virtue of a Registered Sale Deeds Registered at Patna.

i. That the said society has not registered the same to any other member and the said plot has not been acquired by the state Govt.-till-today.

j. That the purchaser further undertakes to pay annually such other sums may be determined by the Board of Directors of the society will be approval of the General body of the society.



IN WITNESSES WHEREOF THE PARTIES, have signed this deed on the date mentioned above.

affersain

SECRETARY
1. A. M. 102
30-10-09

(6)

Certified that the society through its secretary put his signature and seal of the society and put his all fingers impression also and the member/purchaser also put her signature and all fingers impression also on this document in presence of witnesses.

A. M. -
30-10-09

SIGNATURE OF THE SECRETARY
For The Federal Co-operative House
Construction Society Ltd. Patna

Bismillah Khatri Hyjize
30-10-09.

SIGNATURE OF THE MEMBER

WITNESSES

आविध खुसैन

मुन्तासिर हुसैन

नलि मिश्र सिद्दीक

मुल्काजी इरफान

et al

30/10/09

देवीप्र-डनिक

310 एनए मैलाबर्माद

आसन पी 0 + आना - मैला

1207-



affix

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. 23. Also admissible under section 26(a) of the B. T. Act.

Stamp duty paid under Indian Stamp Act				Rs.	0	Amt. paid by N.J. Stamp Paper -		Rs. 0
Addl. Stamp duty paid under Municipal Act				Rs.	0	Amt. paid through Bank Challan -		Rs. 454
Registration Fee						LLR + Process Fee		Service Charge
FEE PAID	A1	0 C	0 H1b	0 Ka1	0 Li	0	LLR	150
	A8	0 D	0 H2	0 K1b	0 Lii	0	Proc. Fee	25
	A9	0 DD	0 I	0 K1c	0 Mb	0	Total-	175
	A10	0 E	0 J1	0 K2	0 Na	54		
	B	0 H1a	0 J2	0 Li	0			
	TOTAL-					54		
Total amount paid (Reg. fee+LLR, Proc+Service Charge) in Rs. +					454	Registering Officer		
Date : 30/10/2009						Patna		

Endorsement under section 52

Presented for registration at Registration Office, Patna on Friday, 30th October 2009 by Abu Dojana (Secy.) S/O-Late S. Rahmatullah by profession Others. Status - Executant

Signature / L.T.I. of Presentant
30/10/09

Date : 30/10/2009

Registering Officer
Patna

Endorsement under section 58

Execution is admitted by those executants and identified by the person (identified by Dilip Kumar age ... Sex M son/daughter of S/O-Late Kailas Singh resident of Beur, Patna.) whose names, photographs, fingerprints and signatures are affixed as such on back page / pages of the instrument.

Date : 30/10/2009

Registering Officer
Patna

Endorsement of Certificate of Registration under section 60

Registered at Registration Office Patna in Book No. 1 Volume No. 328 on page no. 195 - 202 for the year 2009 and stored in CD Volume No. CD-51 year 2009. The document No. 195 is printed on the front Page of the document.

Date : 30/10/2009

Registering Officer
Patna

Token No. 24147 Year - 2009 Sl.No. 23816



Deed No. 20424 NIC-Bih

affixing

Sch. No. 180V

वि० ग० प्रेस, गया ।

wp

खाता

1898

अक्षर

894V

रखीद मालगुजारी ।
नाम सकेल । नाम मोजा मय
मोना को पाया नम्बर ।

करद मालकी/करद रीयती ।
नाम रीयते मय बलिदयत बमोवन्दी
को सकुगत । नम्बर । 112/2

मुलकरी - कुलकरी - मिश्रमिल्लाह खान्नाहजी

बराजी नगदी 22 बराजी भावली पति तफसील हिसाब लगान भावली ।

2864-वर्गफाट अल्लुल कफील हफीजि-खो-पुरानी मुनिसिपल

बोत का साकाना मांग मय तफसील (बकाया को हाल) भोजूदा साल का ।

2009-02 मांग बाबत	शालावा	बकाया				हाल
		तीन वर्ष के ज्यादा ।	दो वर्ष ।	एक वर्ष ।	एक वर्ष ।	
माल- (मालकी)	2-00				2-00	2-00
गुजारी (भावली)	0-20				0-20	0-20
सेत	9-00				9-00	9-00
*सुद	9-00				0-80	0-80
मुतफरकात	0-80				8-00	8-00
मीजान	8-00				8-00	8-00

तफसील नदायकारी ।

2009-02 नदायकारी बाबत	शालावा	बकाया				मोताबला हाल ।	कालिल
		तीन वर्ष के ज्यादा ।	दो वर्ष ।	एक वर्ष ।	एक वर्ष ।		
माल- (नकदी)	2-00				2-00	2-00	
गुजारी (भावली)	0-20				0-20	0-20	
सेत	9-00				9-00	9-00	
*सुद	9-00				0-80	0-80	
मुतफरकात	0-80				8-00	8-00	
मीजान नदायकारी	8-00				8-00	8-00	

(1) मीजान कुल (लफ्जों में) - नौ रूपमा अस्सी पन्ना मात्र

(2) नाम रेहिनदा - स्वयं

(3) कुल बकाया X

दस्तखत भी तारीख बमाल तहसील मुनिहा ।

*प्राप्त महल का बकाया मालगुजारी पर (सिवाय ऐसे बकायों पर जिन पर कि राशिदिकल
बारी हो) सुई नहीं लगाया जाता है ।

29/11/08

1967

As per receipt of 1/12/20 of the
local city registration Act
(1976) with Cor. 1976 dated
16-5-52



1176

विशेष नोटिस २००० नं० १०००
देखत होय त
प्रमाण प्रमाणित
प्रमाणित
प्रमाणित
प्रमाणित

The Federal Co-operative House Construction Society Ltd.

PHULWARI SHARIF, PATNA-801 505
Regd. No. 36, Pat of 1986

DEED OF ABSOLUTE SALE

THIS INDENTURE made by way of sale deed is executed this 21.2.93 ...
day of... ..19... BETWEEN Federal Co-operative House Construction Society Ltd.,
a society registered under the Bihar & Orissa Co-operative Societies (Act VI of 1935) having
its registered office at Phulwari Sharif, Patna through its Secretary... ..
A. DATTA N. A. S/o. Late RAHMATULLAH
Res. Moh. S. EDANA, PHULWARI
SHARIF, DIST. PATNA
herein after referred to as the "Society" which expression shall unless excluded by or repugnant
to the context mean and include its legal representative, administrator, nominee and assigns
(herein called the Vendor) of the One Part and Mrs. D. S. MILLAH
ILHATON HAFIZEE w/o Mi. ABDUL KAFIL HAFIZEE
Notd. Police Line
P. S. R. P. A.
District B. H. J. P. U. R. a member of the above named society (herein
called the "Vendee" which expression shall unless excluded by or repugnant to the context
mean and include his heirs legal representative, executors, nominees and assigns) of the other
Part called the Vendee.

WHEREAS in the ordinary course of its business and in order to provide land to its
members for building the residential house thereon the Society acquired by purchase land
situated at village... .. Survey thana no... ..
P.S. ... District ... from Shree/Smt... .. and others
under sale deed dt... .. Book No ... Volume No ... Page No ... of the
year... .. which was ancestral Property of Sri/Smt... ..
S/o. W/o... ..
or purchased from Sri/Smt... ..
S/o. W/o... .. vide sale deed.

AND WHEREAS the society got a lay out on the said land into plots duly approved by
the General body meeting of the members of the society held at Patna on... ..
... 18-6-91 ... wherein the Secretary was authorised to get the plotting
done of the land acquired or to be acquired by the society and to allot the same to respective
members through sale deed.

affixing

AND WHEREAS on the basis of the aforesaid authority the plots have been allotted to the vendee members of the society by the Secretary.

AND WHEREAS it is necessary that a formal registered conveyance by way of sale deed be made in favour of each member by the society who have made full payment towards the cost of the plot as per rate decided by the society.

NOW THIS DEED OF SALE WITNESS AS HEREUNDER

That in consideration of the sum of Rs. seventy thousand prices 70,000/- only which includes the cost of land for 15' Road already paid by the vendee member, to the society (Vendor), the receipt of whereof the society hereby acknowledges, the society transfers and sells to the Vendee member Sri/Smt. Dr. B. S. M. U. A. H. T. K. A. T. A. N. W. S. S. D. S. Sri A. D. U. L. K. A. F. I. L. H. A. F. I. Z. E. E. by way of absolute sale free from all encumbrance all that Free Hold/Society plot no. 6.2 and 7.0 a part of survey plot no. 4159 as delineated on plan of society with all rights, title, interest and easement existing now or accruing thereafter for the purpose of construction on it a residential house subject only to the covenants herein under entered into between the parties.

THE SOCIETY HEREBY COVENANTS WITH THE VENDEE

AS HEREUNDER :

1. That the society has delivered the possession of the plot of land sold to the vendee fully described in schedule below, it will do all that is necessary in law for fully and peacefully assuming its ownership and possession over the land according to true intent and meaning of those present so that the vendee may hold it and enjoy for ever without any obstruction and interference whatsoever.
2. That the society may at the cost of its member (Including Vendee) within the price to be paid hereafter construct, develop roads, lane, drains, water pipes and sewer etc. and may also provide or arrange for amenities the society from time to time consider necessary and worth while for its members.

THE VENDEE MEMBER COVENANTS WITH SOCIETY AS
HEREUNDER.

1. That the Vendee shall always keep the society indemnified against all losses and payments which it may herein suffer or make up for on behalf of Vendee.
2. That the vendee shall construct upon the plot his/her residential house in accordance with the rules and regulations of the society framed or issued from time to time and the rules and orders issued from any authority competent to do so.

A-003-2-93

affairs

3. That the vendee shall not do any act which causes any hinderance in any development scheme of the society.

4. That the vendee shall keep the area allotted and the house constructed over it quite neat and clean and in proper condition.

5. That except in the case of House Building loans taken from Government or any Government recognised agency on Housing scheme sponsored by them, or under any provision for the purposes on such terms as may be prescribed by them the vendee shall not sell and otherwise transfer the land or building thereon or both or any part thereof to any persons or persons except his heirs of any degree without the prior permission in writing of the society and that any transfer contrarily made shall be voidable and ineffective and Society may take reasonable proceeding it may pay up to the members or his heirs and successors its equitable and reasonable compensation to be decided upon by the Society.

6. That on matters not specifically stipulated on these presents and also in case of any dispute or question arising hereinafter at any time between the vendee and any other members of the Society every such disputes shall be referred to the Arbitration of the Executive Committee of the Board of Directors of the Society or any body or authority acting as such at the time of reference and its decision shall be final, conclusive and binding on both the parties subject to the provision of Bihar & Orissa Cooperative Societies Act and within the frame of the Rules and Bye laws of the vendor-Society.

7. That the Vendee or any member ~~would not~~ encroach upon any portion of the land carved out by the society for the purpose of Road, Park or other community purposes and in case of any such encroachment, the society shall be entitled to evict such defaulting members from the same by force and to recover the expenses so incurred from such member.

8. That the vendee shall ever remain bound by the terms and conditions as laid down in the bye laws of the society covenants and agreement entered into this deed in respect of the land and building even if he/she withdraws from the membership of the society or is expelled from it for any reason whatsoever and that in case of breach of any of the conditions stipulated in this deed or bye laws of the society, the vendee shall be liable to compensate the society for remedial measures taken with regard to it together with cost and interest.

9. That if at any time any sum is required for the development of the colony, the vendee member shall pay his contributory amount to the society. In case of failure to pay such demands which shall always be deemed as a debt to this society and would be the first charge against the vendee.

In witnesses whereof the parties viz Federal cooperative House Construction Society Ltd. through the Secretary duly authorised by the general body of society under

14.005-2-93
22-2-93
Secretary,
Federal Cooperative Housing
Society Ltd. Bhubaneswar.

at Bhubaneswar

A Dec 22-2-93

Details of the plots sold:

- Secretary... *A. Do J. ...*
22-2-93

1. Witness M. J. ...
Address ...

2. Witness ...
Address ...

affairs

Federal Co-operative House Construction Society Ltd.

(फेडरल सहकारी गृह निर्माण समिति लि०)

Regd. No.-36, PAT of 1986

OFFICE :

305, Sukriti Apartment

S. P. Verma Road

Patna - 1

Ph : 2225026

Ref. No.

Date 4-4-15

No Objection CertificateTO Whom it may Concern

This is to Certify that DR. Bisronilal Khatoon
 traffic w/o MR. Abdul traffic Resident -
 of old Police lane AREA PS AREA lane, District
 Bhogpur (AR) Bihar who has purchased piece of
 land of Area 5467 sqm situated at muas
 Dohar (East-Some) P.S. Phulwanti District Patna
 under Khata 35 Tawana 5659 Khatana 1402
 Part of Collective Survey Plan 4159 marked as
 Sub Plot - 69 and 700 Feet-sq Sect-3.

As he has paid total consideration
 amount - and no dues against above said Plot.
 Hence we have no objection to take Permission
 construct house, take loan from any financial institution.
 Also to any Body. no objection for construction of
 Apartment and sale of flat -

This is

SECRETARY

Ammu

affection

 FE.
 COOP.
 PHULWANTI LTD,
 PHULWANTI, PATNA