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22/4/88

Shiv-Prabha Sahkari Grih Nirman Samiti Ltd., Patna

A Society Registered under the Bihar & Orissa Co-op. Society Act (Act VI 1935)

Regd. No. 48 / Pat. / 85

Office : BORING ROAD, PATNA

DEED OF ABSOLUTE SALE

1.	Name of Vendor	SHIV-PRABHA SAHKARI GRIH NIRMAN SAMITI LTD., PATNA Through its Chairman/Secretary Sri/Smt Dwarika Prasad Srivastava S/o, W/o Late Ram Sunder Lal of Village/Muhalla Boring Road P. S. Budha Colony P. O. S.P.O. Dist. Patna by Nationality Indian as VENDOR.
2.	Name of Vendee	Sri/Smt Raj Kumari Devi S/o, W/o Sri Haridwar Prasad of Village/Muhalla Boksa via Rajadhargunj P. S. P. O. Boksa Distt Bhojpur by Nationality Indian as VENDEE.
3.	Kind of deed	DEED OF ABSOLUTE SALE
4.	Consideration Money	Total value of the Plot of Land Rs - 44004/- Rs Forty four thousand four only
5.	Description of the Property	Tauzi No 5553 Khata No 157 Survey plot No 1165 Samiti plot No 1 as assigned by the Samiti. Area in Sq. ft 2156 Muhalla / Village Dhanant Revenue thana No 20 P. S Danapur Distt Patna within the limits and jurisdiction of P. R. D. A. and Sub-Registry Danapur/ Patna, Distt. Patna, State of Bihar. Annual Rent Rs 0.50 paise only

BOUNDARY		DIMENSIONS	
North	Samiti Plot No-2	North	56'
South	Private Land	South	56'
East	Samiti Road	East	38'
West	Private Land	West	38'

That the above land is out of master plan and recorded as Agriculture land in the record of right and still used such till used.

Schedule II

Area one Dhurki of Bariyarpur P.S. Rajapur

Dist. Vaishali P.S No. 353

Dwarika Prasad Srivastava 22/4/88

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This deed of Absolute sale is made on this 22nd day of April 1988 A. D. between Shivprabha Sahkari Grih Nirman Samiti Ltd. Boring Road, Patna. (through its) Secretary/Chairman (herein after called the vendor the Samiti) of one part and Srl/Smt Rajkumari Devi S/o, W/o, D/o Sri Hanuman Prasad (here inafter called the vendee) of other part.

AND

WHEREAS in the ordinary course of its business and in order to provide land to its members, the Samiti acquired by purchase land Situated at mauza Bhusaut District PATNA State of Bihar.

AND WHEREAS the samiti got a lay out plan of the said land into plots duly approved by the General Body of the samiti in their meeting held at Patna hereby the Chairman/The Secretary was authorised to allot the plots by lottery system to their members.

AND WHEREAS on the basis of aforesaid authority the plots have been alloted to the members of the Samiti by the full Board of Directors, Chairman, Secretary and a representative of the District co-operative Department, Patna.

AND WHEREAS it is necessary that a formal, registration by way of Absolute sale deed be made in favour of each member by the samiti, who have made full payment towards the cost of the plot as per rate decided by the samiti and on the terms and conditions mentioned hereunder.

NOW THIS DEED WITNESSES AS HEREUNDER—That is consideretion of the sum of Rs. 44004/- Rupies Forty Four Thousand Four ~~Hundred~~ Only already paid by the vendee member to the samiti the receipt where of the samiti hereby acknowledges the samiti transfers by way of absolute sale-deed to the vendee member Sri/Smt Rajkumari Devi S/o, D/o, W/o Sri Hanuman Prasad free from all encum-branches all that FREE HOLD, the samiti plot No 1 a part of Survey plot No 1165 as delineated on the plot of the samiti with all rights, title, interest and easements existing now or accruing thereafter for the pupose of construction on it residential house subject only to the covenants here-in under entered into between the parties

Rajkumari Prasad Shrivastava 22/4/1988

AND

NOW THIS DEED WITNESSES AS HERE UNDER :—

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

(ii) THAT the vendee shall construct upon the plot his/her residential house in accordence with the rules and regulations of the samiti framed or issued from time to time and the rules and orders issued from any authority competent to do so.

Contd. on Page 3

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(iii) THAT the vendee shall pay municipal and other taxes and rent as may be payable from time to time in respect of building site alloted to him/her.

(iv) THAT except in the case of house building loans taken from any government recognised agency, body, society, Bank, L. I. C. or compensation in housing scheme sponsored by them or under any other provisions provided for the purpose on such terms as may be prescribed by them, the vendee shall not sell, gift, will or otherwise transfer the land or building thereon or both or any part thereof to any person except to his/her legal heirs of any degree, any transfer contrary to this clause made shall be voidable and ineffective and the society may take suitable action in the matter or may pay to the member or his/her heirs and successors equitable and reasonable compensation to be decided by the society which shall be conclusive and binding on the member, his/her assings and all other claimants.

(v) THAT the vendee shall at his/her own cost construct roads, lanes, drains, water pipe lines and sewers in accordance with the plans duly approved in consultation with the samiti.

(vi) THAT the vendee shall keep the area alloted and the house constructed over it quite neat and clean and in proper conditions.

(vii) THAT on matters not specifically stipulated in these presents and also in case of any dispute, or any question arising herein after at any time between the vendee, the samiti or any other member/members of the society all such matters shall be referred to the arbitration of the excutive commitee the Board of Directors of any such body or authority of the samiti acting as such at relevent time and the decisions given thereon shall be final, conclusive and binding on the parties.

(viii) THAT the vendee or any member would not encroach upon any portion of the land carved out by the samiti for the purpose of Road, park or other community purpose and in case of any such encroachment, the samiti shall be entitled to evict such defaulting members from the same by force and to recover the expense so incurred from such member.

(ix) PROVIDED THAT in case of sale of the building and the land for payment of any loan other than the building loan, aforesaid, the samiti shall have the right of pre-emption over the property sold.

(x) THAT the vendee shall ever remain bound by the terms and conditions as laid down in the byelaws of the samiti covenants and agreements entered into the house this deed in respect of the land and the building even if he/she withdraws from the membership of the samiti or is expelled from it for any reasons whatsoever and that in case of breach of any of the conditions stipulated in this deed or the byelaws of the samiti the vendee shall be liable to compensate the samiti for remedial measures taken with regard to it together with cost and interest.

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(xi) THAT if at any time, any sum is reasonably required for the development of the colony, the vendee member shall pay to the samiti or to whom it directs, the amount which may be found by the samiti to be payable by the vendee member at any time in future and in case of failure to pay such demands, the same shall always be deemed as a debt to this samiti and would be the first charge on the plot here by transferred and building constructed thereon

(xii) THAT the vender reserves to itself the right to recalculate the value and cost of development of the land so demised if it transpires hereafter that the basis of costing and calculation is visited by any error, in which case the vendee agrees to pay the difference that may be found payable.

IN WITNESS WHEREOF the said parties have herein set their hands and seals. Signed, sealed and delivered by

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

WITNESSES

(i) Udai Kumar Singh
Nanjaj Shah
Jawahar Patna

Signature of Vendor

Dwarika Prasad Srivastava
Secretary/Chairman 22/4/88
SHIV-PRABHA SAHKARI GRIH
NIRMAN SAMITI LTD.
Boring Road, Patna

सचिव
शिव-प्रभा सह ... समिति ...
बारोयं रोड, पटना-800001

(ii) Ashok Kumar Srivastava
Miss Mandal Company
East Boring Road Patna

Signature of Vendee

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