THE
Arpana Sahkari Grih Nirman Samity Ltd. Patna

Reg. No.—74/Pat/83.

DEED OF ABSOLUTE SALE

THIS INDENTURE made by way of sale-deed is executed this 26
day of April month
1985 year
BETWEEN Arpana Sahkari Grih Nirman Samity Ltd. Patna, a society registered under the Bihar and Orissa Co-operative Societies Act, (Act. VI of 1935) having its registered office at Patna through its Secretary (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 assignee) of the ONE PART and ~~Shree~~ Smt. Gauri Devi W/o Sri Deneshwar Kumar Singh S. South Sadhmori Road, Patna - 20

a member of the above named Society (herein after called the "VENDEE" which expression shall unless excluded by or repugnant to the context mean and include his heirs, legal representatives, executors nominees and assignees) of the OTHERPART-WHEREAS the Vendor is a Society registered under the Indian Co-operative Societies Act, being Act 1 of 1912, bearing No. 74/Pat/83 with the object, inter alia, of "carrying on for the benefits of its members the trade of building and buying, selling, hiring, letting and developing land in accordance with the Co-operative Principles to give loans to its members for purchasing and aquiring lands and for construction of houses."

AND WHEREAS the Vendor as per Clause of the Bye-laws of the Society has authorised its Honorary Secretary to sell any property of the Society, AND WHEREAS, the purchaser is a member of the Vendor Society with all the rights and liabilities, which a member of the Vendor Society has under the rules and Bye-laws for the time being inforce of the Vendor Society.

WHEREAS in the ordinary course of its business and in order to provide land to its members for building their residential houses thereon, the Society aquired by purchase land situated at Village Kotwara Thana Daniapur District Patna.

AND WHEREAS the Society got a lay out of the said land made into plots duly approved by a meeting of the Board of Directors of the Society held at Patna on 25-2-84

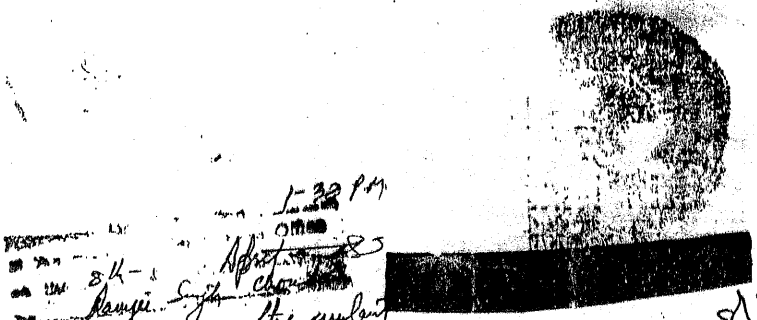
AND WHEREAS the said plots were allotted to members of the Society at a meeting convened for the purpose on 25-2-84

AND WHEREAS it is necessary that a formal registered convenant through a Sale-deed be made in favour of each member by the Society who has made full payment towards the cost of the plot as per rate decided by the Society.

NOW THIS DEED WITNESSES AS UNDER :—

That in consideration of the sum of Rs. 60,720/- (Rupees Sixty Thousand Seven Hundred Twenty only) already paid by the vendee member to the Society the receipt of which the Society hereby acknowledges the Society TRANSFEYS, CONVEYS AND SELLS to the vendee member SHREE/SMT. Gauri Devi S/o/Wife of Sri Deneshwar Kumar Singh in full absolutely and free from encumbrances all that FREE HOLD plot No. (s) 13 a part of Survey plot No. (s) 422 as delineated on the plan of Society with all rights, titles, interest and easements existing now accruing thereafter for the purpose of construction of his residential house subject only to the convenants herein under entered into between the parties.

For Arpana Sahkari Grih Nirman Samity Ltd.



Ranjeet Singh Chauhan

Ranjeet Singh Chauhan Secretary
The Arpana Sahkari Grih Nirman
Samiti Ltd Patna

Ranjeet Singh Chauhan
secretary
Arpana Sahakari
Grih Nirman Samiti
LTD Patt.

Udai Kumar Sinha Ltd Ltd
Bhawani Sahai J. Ranjeet Nagar
Danapur Patna 12 Decheuta

Udai Kumar Sinha

THE SOCIETY hereby convenants with the vendee member as Under :—

(i) THAT the Society has delivered possession to the plot of land sold to the Vendee and it will do all that is necessary in law for full and peacefully asuming its Ownership and possession over the land according to true intent and meaning of these present so that he may hold it and enjoy for ever without any obstruction and interference.

(ii) THAT the Society will at the cost of its members (vendees) within the price to be paid hereafter shall assist to construct roads, compound walls, parks, drains, water pipe lines and sewers etc. and shall also provide or arrange for amenities, the Society from time to time consider necessary and worth while to its members.

THE VENDEE MEMBER Convenants with Society as Under :-

(i) THAT the Vendee shall always keep the Sodety indemnified against all losses and payments which it may hereto suffer or make up for or on behalf of the Vendee.

(ii) THAT the vendee shall build upon the plot his residential house in accordance with the rules and regulation of the Society framed or issued from time to time and the rules and orders issued from any authority competent to do so.

(iii) THAT the vendee shall pay rent of the land to the Govt.

Rs. 25 Rs. per khata per annum subject to any revision as decided by the Government from time to time.

(iv) THAT the Vendee shall complete the building within the time fixed by the Society according to such plans and specification as may be approved by the Local Authority in accordance with the provision of all such enactments, rules and bye-laws as may be enforced for the time being.

(v) THAT the vendee shall not do any act which causes any hindarance in any development Scheme.

(vi) THAT the vendee shall pay Municipal and other taxes and rent as may be payable from time to time in respect of building-site allotted to him/her.

(vii) THAT on matters not specifically-stipulated in these presents and also in cases of any dispute, or question arising here-in-after at any time between the vendee and any other members of the Society. Every such case shall be referred to the arbitration of the Executive Committee of Board of Directors of the Society acting as such at the time of reference and its decision & direction shall be final, conclusive and binding on both the parties.

(viii) THAT except in the case of housing Bulding loans taken from any Government recognised agency, body, society or compensation in Housing Schene sponsored by them or under any other provision provided for the purpose on snch terms as may be prescribed by them, the vendee shall not sell or otherwise transfer the land building thereon or both or any part there to any person except to his heirs of any degree without the previous permisson in writing of the Society and that any transfer contrarily made shall be voidable and ineffective and that the Society may take reasonable proceeding or may pay up to the member or his heirs and successors its equitable and reasonable compensation to be decided upon by the Society.

PROVIDED THAT in case of sale of building and the land for non-payment of the House Building Loans the Society shall have the right of pre-emption over the property sold.

(ix) THAT the Vendee shall construct the house on the plot and shall keep it neat and tidy and properly repaired.

(x) THAT the vendee shall ever remain bound by the terms and conditions as laid down in the byelaws of the Society convents and agreement entered into this DEED in respect of the land and building even if he 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 herein provided vendee shall be liable to recompense the Society for remedial measures taken with record to it.

(xi) THAT if the compensation payable for the land or development charges are enhanced any the Society has to pay more, the vendee member shall payto the Society or to whom it directs the amount which may be found by the Society to be due from him in proportion to the area allotted to the member and in case

For Arpana Sahkari Grih Nirman Samiti Ltd., Patna.

Secretary. President.

of failure to pay such dues which shall always be deem' d as a debt to the Society and which dues shall be the first charge on the said plot and building constructed thereon. The property has been purchased vide Deed No. 1962 Volume No. 23 Page No. 209 to 212 of 198 4 from Shri Lakhan Agarwal S/o Late Lyan Lal Rajarao Agarwar Anand Mo. Bijamlal Rai of Kalitaan P.S. Khagaul Patna

In WITNESS WHEREOF the parties Viz. The Arpana Sahkari Grih Nirman Samiti Ltd. Patna and the vendee member Shri/Smt... Rani Devi ... W/o/Son of/Shri ... Dauleadya Kuman Singh,

have set their hands on this SALE DEED on 8th day of April and year first above written.

SCHEDULE

Full particulars of the plot allotted :—

1. Village—Kalitaan
2. Police Station—Danapur No. 37
3. District—PATNA.
4. No. of plot allotted... 13
5. Area of the plot allotted... 718.350 Sft. or 16½ Decimals.

Boundary—

North Sukhbarwa Road 50'-0" Tauzi No. 3075
South Plot No. 12 Survey Plot No./Nos. 59
East Plot No. 14 Khata No. 96
West Plot No. 8 by Road

59.
96

Description:—

North ...
South ...
East ...
West ...

Land Rent—Rs. 1 Paise 24 only.

CERTIFIED that the Orginal, Duplicate and Triplicate are true and exact copies of each other.

WITNESS:—

(1) Udai Kumar Singh
(Signature in full)
Nariyanpur
Danapur Patna
(Address)

Date

(2) Avtani Kr. Shukla
(Signature in full)
Kankarbagh
Patna
(Address)
Date 8.4.85

For Arpana Sahkari Grih Nirman Samiti Ltd., Patna.
Rampee Singh
Secretary. 8/4/85
Signature of the officer for and on behalf of the
The Arpana Sahkari Grih Nirman Samity Ltd. Patna

(1) Signature
Date &
Designation Vendor

(Signature in full of the vendee)

Date

Address

Vendee

Arpana Sahkari Grih Nirman Samiti Ltd.

(Reg. No. 74 Pat. 83)

Aparna Apartment (G) floor,New Dak Bunglow Road, Patna –800 001

****

Ref.No.....

Date: 1.1.1990.

TO WHOM IT MAY CONCERN

This is to certify that **Smt. Gauri Devi**, W/o Sri Devendra Kumar Singh, resident of South Chandmari Road, Patna-800020 is a member of this Society. She has purchased a piece of Land from this Society. The description of the purchased land are as under :-

Description of Land

Village	– Kothwan
P.S.	- Danapur No.-37
District	– Patna
Samiti Plot No.	- 13
Area of the plot	– 7183 sqft. Dismel – 16.5
Tauzi No.	- 809/C
Survey Plot No.	- 59
Khata No	- 96

Boundary

North – Gulabanand Rai
South – Survey Road
East – Rajeshwar Rai
West-Survey Road

The Society has no objection in the sale, Lease mortgage or any type of construction work as multistoried building on the purchased piece of land. This land is free from all encumbrances.

For ARPANA SAHKARI GRIH NIRMAN SAMITI LTD.

Ranjeet Singh Chauhan
1.1.1990

Secretary