7680 BANK 170.775/2144 2-2-

7045

भारत सरकार के अधिसूचना
सं० 376 "F" Dated 24.4.14
के अनुसार शुल्क माफ

Affidavit/Sworn D. for ... Dated 17/12/88
Vide No. 6887
Executed ...
Vide No. 10935
Registering Officer Danapur 17.12.88

EXCH 23

तलवाना 1/12 362

12.12.88

96/92

Takshila Sankari Grih Nirman Samiti Ltd.,
Regd.No. 94(Pat) 1988

DEED OF ABSOLUTE SALE

THIS INDENTURE made by way of sale deed is executed this the 17th day of December 1988 BETWEEN Takshila Sankari Grih Nirman Samiti Ltd., Patna a society registered under the Bihar and Orissa Co-operative Society Act. (Act VI 1935) having its registered office at Patna through its President Kumar Hari Narain Singh son of Late Shyam Narain Singh resident of Rajendra Nagar Road No.13 P.S.Kadam Kuan District Patna and Secretary Sri Satrughan Prasad Singh son of Sri Laxshmi Narain Singh resident of 221-A Sri Krishnapuri P.S. Sri Krishnapuri District Patna (hereinafter referred to as the SOCIETY which expression shall unless excluded by or repugnant of the context mean and include its legal representative, administrator, nominee and assigns) of the ONE PART and Shrimati Meena Singh W/o Sri Sunil Kumar Singh resident of Dahibara Tola P.S.Chpra Town Distt.Saran a member of the above named society (hereinafter called the VENDEE which expression shall unless excluded by or repugnant to the context mean and include his heirs legal representative, executors, nominee and assigns of the OTHER PART.

WHEREAS in the ordinary course of the business and in order to provide land to its members for building their residential house thereon, the society acquired by purchase land situated at Gola Road, Danapur Shahasadpur District Patna.

AND WHEREAS thesociety got a layout of the said land into plots duly approved by the General Body Meeting of the members of the society held at Patna thereby the President and the Secretary were authorised to get to the plotting done of the land acquired or to be acquired by the society and to allot the same to respective members.

AND WHEREAS it is necessary that a formal registred 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.

AND WHEREAS the allottee can not transfer or sale and lease their plot without the prior consent of the society. This can be done according to the provision made in the Regd.Bye Laws and Deptt.circulars.

NOW THIS DEED WITNESS AS HEREUNDER:-

That in consideration of the sum of Rs.1,70,775/- (Rupees One Lac Seventy Thousand and seven hundred seventy five) only already paid by the vendee

Satrughna Prasad Singh Secretary 17/12/88

Kumar Hari Narain Singh President 17/12/88

TAKSHILA SAHKARI GRIH NIRMAN SAMITI LTD. Kadam Kuan Patna

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शत्रुघ्न प्रसाद सिन्हा
नवशीला सहकारी गृह
निर्माण समिति लि० पो० Shahupur Bihar
12/12/88

16.12.88
पढ़ा

निदेशक नव भारती सा० समिति

उपर्युक्त सचिव श्री शत्रुघ्न प्रसाद सिंह तथा अध्यक्ष कुमार हरि नारायण सिंह
ने जिनकी पहचान सम निवासी
ग्राम व्यवसायी श्री उदय कुमार सिंह
पिता का नाम [illegible] सिंह
के की लेख्य का निष्पादन, स्वीकार
किया।
सचिव तथा अध्यक्ष की अंगूठे निशान से मुक्त केयसान से

Ex. 109 V-2/88
Shatrughan Prasad Sinha 12/12/88
Ex. 110 V-2/88 Kumar Hari Narayan Singh
12/12/88

Udai Kumar Singh
17/12/88

22 V-32/88

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member to the society the receipt where of the society hereby acknowledges, the society transfers, conveys and sells to the vendee member Shrimati Meena Singh W/o Sri Sunil Kumar Singh by way of absolute sale, free from all encumbrances, all that FREE HOLD SUB plot no. 2, a part of survey plot No.1423, Khata No.-172 Thanano.21 Tauzi No.5399 with structure as delineated on the plot of the society with all rights, title interest and easements existing now or accruing thereafter for the purpose of construction on its residential house subject only to the convenants herein under entered into between the parties.

THE SOCIETY hereby convenants with vendee as hereunder :

I) THAT the society has delivered the possession of the sub plot of land sold to the vendee fully described in schedule beldw, and 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 every without any let, hindrance and interference whatsoever.

THE VENDEE MEMBER, convenants with society as hereunder :

I. THAT the vendee shall always keep the society indemnified against all losses and payments which it may has 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 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.

III. THAT thevendee shall complete the building within Five years from the date of registration of this deed according to such plans and specifications as may be approved by the society and the concerned authorities competent from time to time and on default thereof may forfeit the plot to the society and would be entitled to the payment of the consideration money only.

IV. 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.

V. THAT except in the case of house building loans taken from any government recognised agency, body, society, bank, LIC or compensation in housing scheme, sponsored by them or under any other provided for the purpose on such terms as may be prescribed by the, the vendee shall not sell, gift, will or otherwise transfer the land and building thereon or both or any part thereof to any person except to his legal heirs of any degree within two years from this date 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 aquitable and reasonable compensation to be decided by the society which shall be conclusive and binding to the member, his/her assigns and all persons claiming under him/her.

VI. THAT thevendee shall not do any act which causes any hindrance in any development scheme of the society .

VII. That the vendee shall keep the area allotted and the house constructed ever it quite neat and clean and in proper conditions.

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VIII. On matters not specifically stipulated in these presents and also in case of any dispute or any question arising hereinafter at any time between the vendee and the society or any other member/members of the society, all such matters shall be referred to the arbitration of the executive committee or Board of any such body or authority of the society acting as such at relevant time and the decisions given thereon shall be final, conclusive and binding on the parties.

IX. THAT the vendee has to bear the cost of developmental work like construction of Road, drains water pipe lines and sewers in accordance with the plans decided and approved by the society, or the vendee at his/her own cost construct the above as per the plan duly approved in consultation with the society.

X. THAT the vendee or any member would not encroach upon any portion of the land carved out by the society for the purposes of road, park or other community purposes and in case of any such encroachment, the society shall be entitled to evict such defaulting member from the same by force and to recover the expenses so incurred from such member.

XI. THAT the vendee shall ever remain bound by the terms and conditions as laid down in the byelaws 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 society or is expelled from it for any reasons whatsoever and that in case of breach of any of the condition stipulated in this deed or in the byelaws 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.

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

In witness where of the parties viz. Takshila Sahkari Grih Nirman Samiti Ltd., Patna through the President and Secretary duly authorised by the General body of the society and the vendee member Shrimati Meena Singh W/o Sri Sunil Kumar Singh have set their hands on this indentures on this the 17th day of December 1988.

SCHEDULE

1. Survey plot no. 1423 Tauzi No. 5399 Khata No. 172 Thana No. 21 situated at village Shahazadpur Danapur (Gola Road) Danapore District Patna Annual Rent Rs. 2·00 only

2. Block No. 8 Plot No. 2, as given by the society.

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3. Area of the plot allotted 6124.70 Sq.feet ~~equivalent~~ to 4.50 Khata/~~Decimal~~

Description of the plot as per lay out attached to the schedule.

Dimensions North:- 83' 5"
South:- 83' 5"
East :- 73' 5"
West :- 73' 5"

BOUNDARY North:- Samiti Plot No. 1
South:- Samiti Plot No. 3
East :- Private land.
West :- Samiti Road.

That property is out of master plan and recorded as agricultural land in the record of right and continue to be such till today.

Certified that original and Duplicate are true and exact copies of each other.

Secretary

~~President~~

1. Witness Udai Kumar Singh
Address Rampalpal Nagar Darbhanga Patna. 17/11/88

2. Witness Ravindra Singh
Address Nawal Ghat Darbhanga Patna 17/11/88

17/11/88

Signature of the Secretary

Signature of the Vendee.

Written by Udai Kumar Singh
Dealwriter
DNR.

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