

9067

Handwritten notes in Hindi at the top left, including dates like 4.6.2010 and various signatures.



Handwritten notes at the top right, including the date 9.6.2010 and other illegible text.



Vertical handwritten signature and date '9.6.2010' on the right side.



Administrative stamp and handwritten notes on the left side, including the date '9.6.10' and '9-6-10'.

This Deed of Sale to Transfer the Ownership of Property, as described in the Schedule and under the Terms & Conditions indicated below, is executed today the 9th day of June Two Thousand ten

by and between

Handwritten notes and signatures on the left margin, including the number '6-88'.

BRINDAVAN SAHKARI GRIH NIRMAN SAMITY LTD. registered under Bihar & Orissa Co-Operative Societies Act, 1935, having its office at Sabalpur, Dhanbad (Jharkhand) with registration No. 15/Dhan/86 represented by its President or Secretary of Society duly-authorised for this purpose, referred to as 'Housing Co-operative Society', which expression shall unless excluded by or repugnant to the context, be deemed to mean its successors, representatives, executors, receivers administrators and assignees represented by its Secretary S. Ditan Gope & Late Jagdish Gope, by faith Hindu, by occupation - Business, resident of Hirapur L.C. Road, P.S. Dist. Dhanbad The First Party (The Seller)

AND

SRI / SMT. SUMAN DAS
Son of / Wife of Sri Dilip Kumar Das
by faith Hindu Occupation House wife
and residing at Tairampur, P.O. Khas Teenagaon Dhanbad

hereinafter referred to as Purchaser, which expression shall unless excluded

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And Whereas the Society has been registered under the Rules to develop modern residential colonies or allot the residential bungalows after construction, to its members on submission of necessary undertakings to this effect, under the terms & conditions applicable from time to time and to meet with this objective, the Board of the Society has taken up a plan of developing Brindavan Colony after acquiring certain area of land in village Sabalpur. The First Phase Scheme.

And Whereas to develop the Brindavan Colony a lay-out Plan of the Colony as well as different plots have been prepared and presented to the members by the Society for selection as per their choice on "First Come First Served" basis.

And Whereas the Offers have been made open to the eligible members from time to time for their opting of plots, in accordance with the Rules, applicable and byelaws of the Society for the purpose. Allotments were made and individual letter indicating the plot Nos. allotted to individual members were issued hereafter.

And Whereas, the Purchaser is a member of the Society has given undertaking to abide himself and / or his / her heirs / representatives (as defined above) by the Rules & Regulations of the Society after going through the same and has also submitted his / her declarations etc. required under the law and as desired by the Society for his eligibility to be a member of the society and the Society has been pleased to allot him plot in the Brindavan Colony of the society, the Society enabling him for the construction of house Society Management has further been pleased to issue a certificate to this effect, in his / her favour and his membership No. is 397 within Co-Operative Plot No. 60-E under Block No. B

And Whereas, to enable him to start the construction of the house for his / her a plot of land mentioned above and for which a fixed price has been already accepted and transferred to him / her by the society through this deed executed today.

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And that, the details of the plot which respective member has selected for him / her has given undertaking and also agreed to pay the cost of land / building are annexed with this deed as Schedule – 'I'.

And Whereas, the said allotment of plot is a part of Brindavan Colony being developed by the Society on the land purchased from the Owners in the villages, namely Sabalpur, P.S. & P.O. and District – Dhanbad (JHARKHAND), and the acquisition of land is based on Purchase of Plot Nos. as per Survey Schedules of 1926.

And That, the Society has acquired the ownership and peaceful possession of land in Village – Sabalpur, Pargana – Jharia, under P.S. – Dhanbad & Govindpur, Distt. - Dhanbad (JHARKHAND), vide Deed No. 4382, 4472, 4736, 5702, 5741 & 1089 (87) 747(88), 3946, 4746, 6248, 6518, 7229, 7165, 8496 (2003), 580 (2004), 1864, 1801, 4455, 11327 (2005), 4857 (06), 3298, 6491, 6492, 6493, 6719 (2007), 7072 (2008).

And Whereas, the above named member (purchasing Member) has been allotted the Co-Op. Plot No.60-E....., measuring area6.10..... Decimal as per details described in the Schedule – 'I' of this Deed and he / she has accepted the same.

And Whereas, the Society had fixed the total value of the above quoted Co-Op. Plot No.60-E....., being Rs. 2,44,000/- only..... (Rupees Two lakhs forty four thousand only.....) and that the Purchaser has agree and paid the amount to the Society.

And that, He / she has also purchased the two initial share of the Society, as per existing terms & conditions and he / she also has agreed to purchase two more shares in future as per the schedule of time indicated in his share certificate and that THE SOCIETY has reserved the rights to preserve / use the money received through sale of such shares from members it likes and as per decisions till date of the income to be received through the investment / interest (if kept in Banks) of the shares will be utilized for maintenance, development of the Colony or such other purposes etc. as to be decided by the society.

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And that. in addition to the cost of land, membership fee, share value and other dues if applicable the member will have to pay in amount of Rs. as initial Dev. Cost to the Society per head which applicable in this case.

NOW THIS DEED OF TRANSFERING THE OWNERSHIP / WITNESSES AS FOLLOWS:

THAT THE SOCIETY, doth and hereby grant, transfer and assign their rights, title interest and possession in respect of the plot quoted aove, and details of which is described in the Schedule below, into the use of the Purchaser absolutely and for ever with all liberty to be use by him for residential purpose only and the Bungalow / House to be built upon the same must be as per plan approved by the competent authority. That the purchaser now have and hold the right on the plot and he / she under thehousing plan of the colony, may construct a house over it with the permission of the competent authority - Town planning Authority (Coal Mining Area Development Authority in the case).

AND THAT NOW the purchaser has to mutata his / her name in the office of the Landlord Sherista of the Government of Jharkhand as per law and he / she can hold the ownership and pay the yearly rent of Rs. 1/2 to the Government Treasury as per Rules and enjoy full possession of plot.

AND THAT THE SOCIETY is hereby covenant with the purchaser that he will continue to remain the sole and exclusive owner of the property hereby transferred to him / her till he / she continues to abide by the rules and regulations of the society and the society will not in any way or manner transfer or encumber the same or any part thereof, in future to any other person or agency at its own, except for a common cause of the total project as a whole together, as & when necessary, which will also in no effect the rights of purchasers or rights of membership as per this deed of transferring the ownership.

AND THAT THE SOCIETY hereby covenant with the purchaser that it will assist the Purchaser at the time of mutation and shall render all possible assistance (except financial) to the purchaser in getting the Purchaser's name entered in sheristha of the Landlord of the State Government

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AND THAT THE PURCHASER shall hereafter pay the proportional charge i.e. Rs. of any other rent to the Society annually in addition to the same amount to State Government agencies, as per rules, or till the same is revised by the Government of Jharkhand.

AND THAT THE SOCIETY has issued a possession memo in favour of the Purchaser after measurement of the Plot, in his presence, as per plan approved by the Society. However, the Legal possession of the land is hereby delivered to the purchaser today.

AND THAT the actual Location of the plot will strictly be in accordance of the Layout plan of the colony and any overlapping of survey settlement plot numbers mentioned in this deed will be subject to adjustment by the society to keep the colony Layout Plan perfect. However, this will not effect the right of the member / purchaser to own the area of land sold vide this deed in any case.

AND THAT THE PURCHASER will have the right to mortgage the property to his / her employer or any recognized agency from whom he / she will be obtaining loan for building of residential bungalow for his / her uses, under the terms & conditions of the organisation advancing the loan.

AND THAT IN CASE of failure from the part of Purchaser to refund loan as per the Rules of Loan advancing authority, the terms & conditions offered by such authority will hold good and superceded the rules of the society, in case of any contravention.

However, in the event the demised property is required to be auctioned / sold out on account of non-payment of the amount advanced as Loan, the same shall be subject to offer being made to "the society" to purchase property(s) involved at a price equivalent to the amount actually loaned alongwith the interest applicable which will be further subject to be paid by the society within the period not exceeding 90 (ninety) days from the date of receiving the offer from concerned authority(s) failing which the management i.e., Loan advancing authority shall have the absolute right to decide the mode and relation of payment from the borrower / employee whichever the case may be, without any further reference to Society.

And that as a member of the Society the purchaser will be abided by the



THAT THE SOCIETY will also undertake the develop certain common facilities in the colony such as Temple, Park(s), Road, Water Supply arrangement & Electrification, Jalasaya etc. for the facilities for use of all the members jointly under the provision of Society. These all will be the absolute property of the Society for the purpose of ownership, member will have no rights to either own it personally or affect the right of others to use the same nor can damage those properties or use the land for personal gains or construct anything on the land marked for such purpose. No member shall also have right to enterfare in the day to day management of such facilities except for specified purpose. The purchaser shall provide two feet wide land towards Road side for drain and installation of Electric Pole from his / her own purchased land apart from the land provided by the Society for the purpose of Road.

THAT it will be the personal responsibility of the member concerned to pay the cost of development if levied on account of any such Loan taken by the Society & the charges against consumption of electricity power, municipal charges and part of cost involved in day to day maintenance and management etc. of colony individually, as a part of his / her share according to the schedule to be fixed and announced by the society from time to time.

THAT in case of failure in payment in time of such dues, an interest of 14.5 percent will be charged for next 60 days and in case of further failures beyond 60 days the Board of Society may take any action they deem fit to set the things right, which may include the disconnection of electricity, swerage system, water supply etc. etc. provided to the Bungalow House of defaulting member and same can only be restored after payment of dues alongwith interest and restoration charges, which will be fixed by the Society in each case but will more be less than Rs. 560/- in any case.

THAT THE PURCHASER IN NORMAL CIRCUMSTANCES will not have the right to execute any deed for absolute transfer of the right of ownership of the plot purchased by him vide the deed for next ten years from the date of execution of this deed without specific and written permission of the board of the society, and the management of loan advancing authority(s) which will only be granted in special circumstances and the decision of the Board of the society defining "Special Circumstances" will be final. But this does not effect his / her right to be let out the house to any individual or agency in case he / she is not in a position to utilize the same personally due to same special circumstances. But in no case the purchaser / Second Party can sell and transfer the property in question without permission of the society as per rule & regulation of the society applicable.

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AND THAT in case of sale with the permission of the Society, at the market rate, both the purchaser(s) & Seller(s) will have to pay separately charge @ 2% of the total negotiated price (from each party) to the welfare fund of the Society and the (witness) evidence of an authorised representative of the Society in such Sale deed to be witness will be compulsory.

AND THAT the Purchaser in that case will have to first obtain the membership of society under law will also have to buy the respective number of the shares of Society (as decided by the Society at the time). The issue of share in his / her case and that the grant of membership on receipt of application from fresh members under all circumstances will be subject to decision of the Board of Society which will be final.

AND THAT for the sale of the property, if essential by the member, it will be essential from the part of the Purchaser to apply minimum in 45 days advance and under special circumstances the Society reserves the right to decide of its own in favour of any member to grant permission for the sale of property. The application submitted in all cases will have to be in a prescribed form to be issued by the Society.

AND THAT all future rules in addition to those of this deed, if framed by Society or State Govt. or any other authorised agencies in cause of time will automatically formed the part of this documents / deed.

Both the parties set and put their signatures after fully understanding the conditions of this deed and agree to abide themselves by the Rules of the Society and other authorities, if applicable under the Laws of the land.

SCHEDULE OF PLOT

(Based on Colony's Layout Plan)

Co-Operative Plot No. 60-E....., Block No. B.....

Area 2664.....Sq.Ft. OR 6.10.....Decimal bounded

by North part of Survey plot no. 706 & 709, South Co-operative plot no. 60-D

East part of Survey plot no. 709 West 16' wide Co-operative Road.....

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Schedule as per Survey Settlement Plan:-

Name of Village: Sabalpur No. 11/126 (P.S. Dhanbad

Khata No. S & 13

Plot No. 706 & 709

As per Plan attached and shown in colour **RED**

Pargana: Jharia, District – Dhanbad.

सुमन दास

Signature of Purchaser

[Signature]

Secretary

President

For and on behalf of **BRINDAVAN SAHKARI GRIH NIRMAN SAMITI LTD.**

Witness

1. श्रीम. गज. सिंह

2. वीरेंद्र कुमार सिंह

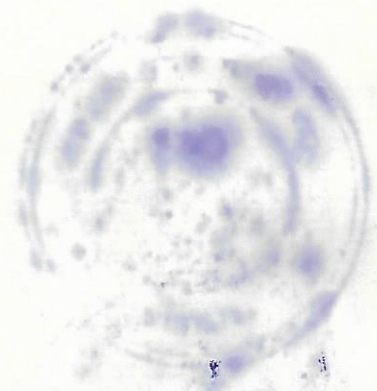
..... श्री. गज. सिंह

..... पिता-श्री जरीबन सिंह

..... श्री. गज. सिंह

..... सराइकेला, धनबाद

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Photographs of the Purchasers:-



सुमन दास
६/६/२०१०



Certified that Finger Prints of the left hand of the both parties whose photographs are affixed in the document, are duly obtained before me.

Duty
Lic no. 2/8

Seller :- Brindavan Sahkari Grih Nirman Samity Ltd. Sabalpur, Dhanbad, Rep. by its Secretary Sri Jitan Gope s/o Late Jagdhari Gope of L.C. Road, Hirapur, Dhanbad.

Purchaser:- Smt. Suman Das w/o Sri Dilip Kumar Das of Jairampur, P.O.-Khas Jeezagora, Dist. Dhanbad.

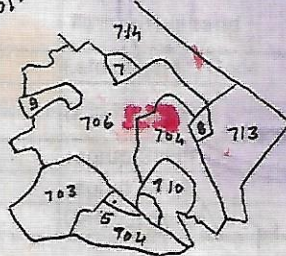
Schedule:- Mouza - Sabalpur No. 11 P.S.- Dhanbad under Khata No. 5, Plot No. 706 (Part) Area 0.60 Katha & Khata No. 13 Plot No. 709 (Part) Area 3.10 Kathas, Total Area 3.70 Kathas, of Land. Co.ope. Plot No. 60-E, Block, 'B'

Shown in colour red.

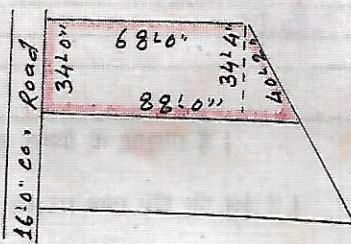


Scale :- 1" = 330.00'

TRIPLE COPY



Boundary :- N:- Part of Plot No. 706 & 709, S:- Co.ope. Plot No. 60-D, E:- Part of Plot No. 709, W:- 16'-0" Co.ope. Road



16'-0" Co-operative Road	60-E	
	60-D	
	60-C	112
	60-B	111
	60-A	110
	60	57
	59	27
58		

Not to Scale

Hand by
[Signature]

[Signature]
9.6.2010



निबंधन विभाग, झारखंड
धनबाद
जांच पर्चा-सह घोषणा प्रपत्र (नियम 114)

No: 55

Token Date/Time: 09/06/2010 13:21:48

Document Type	Sale Deed	Presenter	Jiten Gope	Date of Entry	09/06/2010
Presenter Name & Address	L.C. Road Hirapur, Dhanbad	DOE		Total Pages	24
Stampable Doc. Value	0	Stamp Value	0	Book	1
Document Value	0	Serial No.	0	CNO/PNO	
Special Type					
Remarks / Other Details	(Co-Operative Sale) Brindavan Sahkari Grih Nirman Samity Ltd. Rep. By Its Secretary Jiten Gope				

Property Details:

Anchal	Th.No.	Wrd/Hik	Mauza	Kh. No.	Plot No	Plot Type	H No	Category	Area	Min. Value
DHANBAD	11		SABALPUR	5,13	706,709				6.1 Decimal	

Other Property Details:

Property Type	Th. No.	Wrd	Mauza	Location	Area	Rate	Amount
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Party Details:

SN	P Type	Party Name	Father/Husband	Occup.	Caste	PAN/F 60	Address
1	VENDOR	Jiten Gope	Late Jagdhari Gope	Business	Other		L.C. Road Hirapur, Dhanbad
2	VENDEE	Suman Das	Dilip Kr. Das	House Wife	Other		Jairampur, P.O- Khas Jeenagora, Dhanbad
3	Identifier	Ram Nath Singh	Jagrup Singh	Business	Other		Gandhi Nagar, Dhanbad
4	Witness1	Ram Nath Singh	Jagrup Singh	Business	Other		Gandhi Nagar, Dhanbad
5	Witness2	Birendra Kr. Singh	Gariban S'ingh	Business	Other		Saraidhela, Dhanbad

Fee Details:

SN	Description	Amount
1	LL	5.00
2	P	1.88
3	SP	360.00
Total		366.88

उपर्युक्त प्रविष्टियाँ दस्तावेज में अंकित तथ्यों के अनुरूप हैं।

निबंधन पूर्व सारांश में इंफ़ॉर्मेशन के अनुरूप डाटा इंट्री की गई है।

प्रस्तुतकर्ता का हस्ताक्षर

डाटा इंट्री ऑपरेटर का हस्ताक्षर

उपर्युक्त जितन गोप ने इस दस्तावेज के निष्पादन को मेरे समक्ष स्वीकार किया

जिसकी पहचान रामनाथ सिंह पिला जगहप सिंह ने की।
निवासी धनबाद पेशा व्यवसाय

निबंधन पदाधिकारी का हस्ताक्षर



निबंधन विभाग, झारखंड
धनबाद

Token Date: 09/06/2010 13:21:48
Deed No./Year : 9067/8113/2010
Type: Sale Deed

Sl. No.	Party Details	Photo	Thumb
1	Jiten Gope Father/Husband Name: Late Jagdhari Gope (VENDOR) L.C. Road Hirapur, Dhanbad		
2	Suman Das Father/Husband Name: Dilip Kr. Das (VENDEE) Jairampur, P.O- Khas Jeenagora, Dhanbad		
3	Ram Nath Singh Father/Husband Name: Jagrup Singh (Identifier) Gandhi Nagar, Dhanbad		
4	Ram Nath Singh Father/Husband Name: Jagrup Singh (Witness1) Gandhi Nagar, Dhanbad		
5	Birendra Kr. Singh Father/Husband Name: Gariban Singh (Witness2) Saraidhela, Dhanbad		

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Volume 235
Page 55 To 78
Deed No 9067/8113
Year 2010
Date 09/06/2010 14:49:21

District Sub Registrar

Signature of Operator