

Seller :- Brindavan Sahkari Grih Nirman Samity Ltd.

Purchaser :- Gyan Chandra Adwani s/o Gurudani Mal Adwani, R/O Joraphatak Road Dhanbad,
Dist Dhanbad.

Schedule :- Mouza Sabalpur No 11, Khata No 48, Plot No 866,867,868, Area 8-Kathas.

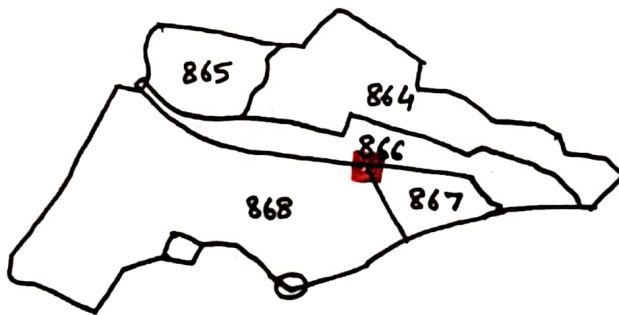
Shown in Red colour.

Boundary :- North :- Lot No 27.

South :- HIRAK Road.

East :- Lot No 14.

West :- 20' wide Road.



12000

11039

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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 2nd Day of December one thousand nine hundred eighty eight

by and between **BRINDAVAN SAHKARI GRIH NIRMAL SAMITY LTD.**

registered under Bihar & Orissa Co-operative Societies Act 1935, having its office at Sabalpur, Dhanbad (Bihar) 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.

THE FIRST PARTY (THE SELLER)

AND

SRI SMT. Son of Wife of Presently working as And Residing at

hereinafter referred to as Purchaser, which expression shall unless excluded by or repugnant to the context be deemed or mean his of her heirs, executors, representatives and assigns of-

THE SECOND PARTY (THE PURCHASER)

AND WHEREAS the Society has been registered under the Rules to develop modern residential colonies and built and/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 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 this 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

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The T. I. of the _____ is dispensed with.

R.O.

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f.f. G. C.

2.12.88



for the purpose. Allotments were made and individual letter indicating the plot Nos. allotted to individual members were issued hereafter.

And WHEREAS the Purchaser as 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 Brindaban Colony of the society the Society enabling him to in 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 ~~.....~~ Plot No. is 25726

AND WHEREAS enable him to start the construction of the house for him/her a plot of land mentioned above and for which a fixed price has already been accepted is transferred to him/her by the society through this Deed executed today.

AND THAT details of the plot, which respective member has selected for him/her and has given undertaking and has also agreed to pay the costs etc. are annexed with this Deed as Schedule I.

AND WHEREAS the said allotment of plot is a part of Brindaban 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, Bihar, 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 and in village Sabalpur, Pargana Jharia, P. S. & Dist. Dhanbad vide deed No. 4312, 4472, 4736, 5702, 5741 & 1089 (87) 747 (88)

AND WHEREAS the above named member purchasing Member) has been allotted the Plot No. 25726 measuring area ~~.....~~ square feet as per the details described in 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 Plot No. 25726 being Rs. 12,000/- (Rupees ~~.....~~) and that the purchaser has agreed 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 to in future as per the schedule of time indicated in his share certificate and that THE SOCIETY has reserved the right to use/preserve the money received through sale of such shares in the manner 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 utilised for maintenance, Development of the Colony or such other purposes etc. as to be decided by the society.

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

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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 above, 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 Houses 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 the housing plan of the colony, may construct a house over it with the permission of the competent authority—Town planing Authority—(Coal Mining Area Development Authority in the case.)

AND THAT NOW the Purchaser has to mutate his/her name in the office of the Landlord Sherista of the Government of Bihar as per law and he/she can hold the ownership and pay the yearly rent of Rs.....of.....per year to the Government Treasury as per Rules and enjoy full possession of the 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 transfered to him, 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 incoimber 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 case cause the rights of purchasers to 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.

AND THAT THE PURCHASER shall hereafter pay the proportionate charge i. e. Rs.....or 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 Bihar.

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 upto the Purshaser is hereby delivered today.

AND THAT the actual Location of the plot will strictly be in accordance of the Leyout plan of the colony and any overlapping of survey settlement plot Numbers mentioned in this deed will be subject to adjustments by the Society to keep the colony Leyout 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 recognised 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.

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Circular stamp: THE SOCIETY OF...
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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 supercede the rules of the society, in case of any contraventions.

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 realisation of payments from the borrower/employee, whichever ever 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 following terms and conditions in all circumstances as owner of the property

THAT THE SOCIETY will also undertake to develop certain common facilities in the colony such as Temple, Park(s), Roads Water supply arrangements & Electrifications, Jalasava etc. for the facilities for use of all the members jointly under the provisions 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 earmarked for such purposes. No member shall also have right to interfere in the day to day management of such facilities except for specified purpose.

THAT it will be the personal responsibility of the members concerned to pay the cost of developments 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 & 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, sewerage 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 not be less than Rs. 560,- in any case.

THAT THE PURCHASER INNORMAL 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 this 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 the final. But this does not effect his/her right to let out the house to any individual or agency in case he/she is not in a position to utilise the same personally.

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, as service charge at Rs 2/- percent 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 executed 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 that time). The issue of shares 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 proforma to be issued by the Society.

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

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.

1. Certified that the duplicate is the true & Exent Reproduction of the original.

[Signature]
SCHEDULE OF PLOT
(Based on Colony's Approved Layout Plan)
No. 25, 26 Block No. A, Area 8 kethas only Sqft
Bounded by North South
East West

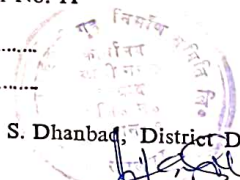
Based of Plot Nos. As per Survey Settlement Plan

Name of Village :—Sabalpur No. 11

Khata No. 4E

Plot No. 866, 867, 868

Pargana—Jharia, P. O. & P. S. Dhanbad, District Dhanbad.



[Signature]
Signature of Purchaser

JITAN GOPE
Secretary

RAMESHWAR SINGH
President

For and on Behalf of BRINDAVAN SAHKARI GRIH NIRMAN SAMITI LTD.

Witness

1. *[Signature]*
[Signature]
[Signature]
2. _____

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Jitan Gope
SCHEDULE OF PLOT
(Based on Colony's Approved Layout Plan)
No. 25, 26 Block No. A, Area 8 kathas only, Sqft.....
Bounded by North..... South.....
East..... West.....

Based of Plot Nos. As per Survey Settlement Plan

Name of Village :—Sabalpur No. 11

Khata No. 48.....

Plot No. 866, 867, 868.....

Pargana—Jharia, P. O. & P. S. Dhanbad, District Dhanbad.

Jitan Gope
Signature of Purchaser

Jitan Gope
JITAN GOPE
Secretary

RAMESHWAR SINGH
President

For and on Behalf of BRINDAVAN SAHKARI GRIH NIRMAN SAMITI LTD.

Witness

1. *Sulip Tiwari*
J. Dulaj
Sudha Singh
...

2. _____

