

8776  
Sale deed of Rs. 16,000/- in favour of member

8525

22.8.90  
Handwritten notes and stamps in the top left corner.



Secretary  
Adarsh Sahkari Griha  
Nirman Samity Ltd  
14-6-90

Prescribed to  
in the absence  
of the  
owner  
Handwritten notes on the left side of the deed.

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 22nd Day of August one thousand nine hundred eighty ninety by and between

**ADARSH SAHKARI GRIHA NIRMAN SAMITY LTD.**

registered under Bihar & Orissa Co-operative Societies Act 1935', having its office at Jai Prakash Nagar, Dhanbad - 826001 (Bihar) with registration No. 8/85, represented by its President or Secretary and/or in their absence, Treasurer or member of the Board 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 SELIER )

A N D

Smt/SMT ASHA DEVI  
Smt/Wife of Sri Dinesh Singh  
Presently working as House wife  
And Residing at Jai Prakash Nagar, Dhanbad

hereinafter referred to as Purchaser, which expression shall unless excluded by or repugnant to the context be deemed or mean his or 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 "Chitrakoot" colony after acquiring certain area of land in village - Pandarpala - The First Phase Scheme, AND WHEREAS to develop the Chitrakoot 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 to the Soci-



Bu Khidmat Saha  
 22-6-90  
 Secretary  
 Adarsh Sahkari Greh  
 Nirman Samity Ltd

*[Handwritten notes in red ink, partially obscured by a stamp]*



*[Handwritten signature]*  
 22. 8. 90

*[Handwritten text in Hindi/Urdu script]*

*[Faint handwritten text]*

198  
 22/8/90  
 दिनेश राम  
 22/8/90

*[Handwritten signature]*  
 22/8/90

Sukhdev Prasad Saha  
19-6-90  
Secretary  
Aarsh Sahakar Gm  
Nirman Samity Lt

ety 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 Chitrakoot Colony of the society the Society enabling him to 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 115 ... Plot No. is 52 ...

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 his 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 !

AND WHEREAS the said allotment of plot is a part of Chitrakoot colony being developed by the Society on the land Purchased from the owners in the villages. namely Pandarpala, 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 Plot No. ... 232 in Village Pandarpala Pargna Jharia P. S. & District, Dhanbad Vide deed No. ... 397.2 ... dated 11-4-86. ... executed by the ex-owner in favour of the Society, through its Secretary Sri S. P. Saha the legal representative under the law.

AND WHEREAS the above named member (purchasing Member) has been allotted the plot No. ... 52 ... measuring area 5.00 Katha ... 3600. squire 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. ... 52 ... being Rs. 16,000/- (Rupees Sixteen thousand only ... ) and that the purchaser has agreed and paid the paid amount to the Society against which Money Receipt Nos. 231 dated 8/86, 240 dated 5/86, 655 dated 11/90

have been issued, and is again hereby admitted and acknowledged.

AND THAT He/she has also purchased the two initial share of the society, as per existing terms & conditions against which share No. ... has been issued to him/her and the money received further acknowledged by Receipt No. ... Dated ... 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 he per decisions till date 50% of the income to be received through the investment/interest (if kept in Banks) of the shares will be bepayable to the members concerned annually and the remaining 50% will be utilised for maintenance, Development of the Colony or such 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 Div cost to the Society per head which applicable/applicable in this case.

Sukhdio Prasad Sahai  
19-6-90  
Secretary  
Adarsh Sahkari Greh  
Nirman Samity Ltd

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

THAT THE SOCIETY doth and hereby grant, transfer and assing 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 Benglaw/Houses to be built upon the same must be as per plan approved by the Competent authority. That the purchases 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 planning Authority-(Coal Mining Area Development Authority in this 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 transferred to him, till he/she continue 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 or 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 annally 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 unto the purchaser is hereby delivered 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 adjustments 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 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.

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 controventions.

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

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19-6-90  
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Adarsh Sahkari Grh  
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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, which 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 & 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, Parks(s), Roads Water supply arrangements & Electrifications, Jalasaya ect. for the facilities for uses 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<sup>1</sup>/<sub>2</sub> 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 @ 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.

**SCHEDULE OF PLOT**

(Based on Colony's Approved Layout Plan

No. ... 52 ... Area 5.0 Kathas ... Sqt. 36.00 ...  
 Bounded by North Plot No. 42 ... South 27' W.D.B. Colony main Road  
 East Plot No. 65 ... West 16' W.D.B. Road

**Based of Plot Nos. As Per Servey Settlement Plan**

Name of Village :- Poudarpala - 4  
 Khata No ... 69 ...  
 Plot No ... 232 ...  
 Pargana — Jhari, P. O. & P. S. Dhanbad District, Dhanbad.

*Alha Devi*  
 ✓ Signature of Purchaser

*Sukh*  
 SUKH NARAIN SINGH

*Sukhdeo Prasad Sah*  
 19-6-90  
 Secretary  
 Adarsh Sahkari Grih  
 Nirman Samity Ltd.

President

Secretary

For and on Behalf of ADARSH SAHKARI GRIH NIRMAN SAMITY LTD.

Witness:

1. *Shri. Anand*  
 \_\_\_\_\_  
 \_\_\_\_\_

2. *Shri. Chand*  
 \_\_\_\_\_  
 \_\_\_\_\_

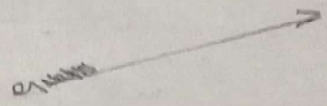
IN RED SITUATED IN MAUZA PANDEKALAN  
SETTLED BY ADARSH SAHKARI GRHNIRMAN SAMITY LTD  
SHADEVI (SOCIETY ALLOTTED PLOT NO-52)

SCALE - 4" = 330'

CENTRAL LINE OF BYE PASS ROAD

TO BARWAADDA

27' WIDE COLONY MAIN ROAD



Sp. rala  
19-6-90

Secretary  
Adarsh Sahkari G.R.N. Samity Ltd  
Pandekalan

