

SALE DEED.

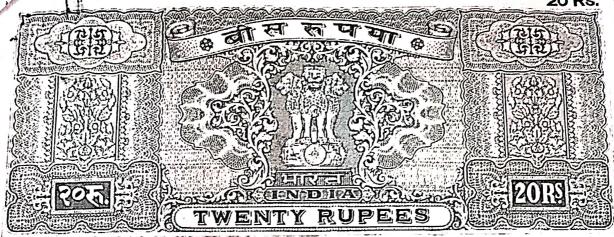
This Deed of Sale is made on this the day of July 1981 at Jamsheapur between Smt. Fohini Mahatain, wife of late Dubraj Mahato, by faith Hindu, resident of Purani Sonari Bustee, P.O. and P.S. Sonari, town Jamsheapur, District Singhbhum, hereinafter called the Vendor;

AND.

Mr. Raymond D.' Souza, son of Sri Marcel D.' Souza, by faith Roman Catholic, resident of 493, Sonari West Layout, P.O. and P.S. Sonari, town Jamshedpur, by Nationality Indiana District Singhbhum, hereinafter called the Purchaser;

Witnesseth as follows :-

WHEREAS the Vendor is the owner of raiyati agricultural land recorded in R.S. Khata No.18, R.S. Plot No.76, morefully described in the schedule below;



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AND WHEREAS the aforesaid R.S. (1934-1937) Plot No.76 belonged to Dubraj Mahato in raiyati right.

AND WHEREAS aforesaid agricultural plot of land along. with other agricultural lands of Dubraj Mahato were recorded in his name in the Revisional Survey Settlement (1934-37) in Khata No.18.

AND WHEREAS aforesaid Dubraj Mahato during his life time was exercising all acts of possession by cultivating the said land and by paying rent to the State of Bihar.

AND WHEREAS after the death of aforesaid Dubraj Mahato all those lands recorded in R.S.Khata No.18, including the land described in the Schedule below devolved upon the vendor as his only legal heir and successor;

AND WHEEAS after the death of her husband the Vendor is seized and possessed of all those aforesaid land including the land described in the Schedule below on payment of rent to the State of Bihar.

AND WHEREAS in the current survey settlement

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settlement operation all the aforesaid lands of Khata No.18 have been recorded in the name of the version including the aforesaid R.S. Plot No.76, recorded in the present survey Plot No.449.

and WHEREAS the verdor to meet her family expenditure and for the purpose of clearing of her debts desires to sell a portion of aforesaid R.S.Plot No.76, more fully described in the Schedule below;

AND WHEREAS the purchaser has offered 2.4,000/-(Rupees four thousand) only for the land described in the schedule below being the highest market value of the said land.

and whereas the Vendor has agreed to sell the said land described in the schedule below to the purchaser for the aforesaid sum of 8.4,000/-(Rupees four thousand) only.

Now this deed witnesseth as follows :-

- 1. That in consideration of a sum of &.4,000/-(Rupees four thousand) only paid by the purchaser to the vendor, the receipt of the aforesaid sum of &.4,000/- (Rupees four thousand only) the vendor hereby acknowledges. The vendor hereby transfers by way of sale all that piece of land more fully described in the schedule below with all rights, title, interest thereon unto the vendee to hold and possess the same as absolute owner thereof.
- 2. That the land hereby transferred is free from all . encumbrances or charges of any kind whatsoever.
- 3. That the vendor has delivered possession of the land described in the schedule below to the vendee who shall have quiet and peaceful enjoyment of the same without any

any interference from the vendor her heirs or assignees.

- 4. That henceforth the vendor her heirs and assignees cease to have all interest with respect to the land hereby conveyed to the purchaser.
- 5. That the vendor hereby assures the purchaser that she has perfect title over the land hereby conveyed and if for any defect in the title of the vendor the purchaser is deprived of the said land or any portion of it, the vendor hereby undertake to compensate the purchaser for such loss.
 - 6. That the purchaser shall get his name mutated with respect to the land hereby conveyed in the office of the landlord State of Bihar and pay rent in his name.
 - 7. That the terms " Vendor " and " Vendee " hereinbefore referred shall include their heirs and assignees."

Schedule.

Within District Singhbhum, Sub Registry Office Jamshedpur, P.S. Sonari, Thana No.1156, Mouza Sonari, a piece of Don II land (Agricultural) measuring 3 kathas (three kathas) land within R.S.Plot No.76, R.S.Khata No. 18, corresponding to current survey Plot No.419, Ward No.9, J.N.A, bounded as follows:-

North: Portion of current survey Plot No. 149, South: Dr. Bhadrawati Shyam Sundar.