

4629 Sale value 25,00,000 = u.s. duplo

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झारखण्ड JHARKHAND

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Deepak Kumar Dagit, Advocate

Pratim Banerjee  
23/7/2013



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स्वाता जाबल रुक लाठ जाबल  
बोन, तेकन, केमराकोप्टरको  
मे रड वली के। 23/7/13

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SALE DEED

THIS DEED OF SALE IS MADE ON THIS THE 23<sup>rd</sup> DAY OF 'JULY' 2013 AT JAMSHEDPUR, DY.

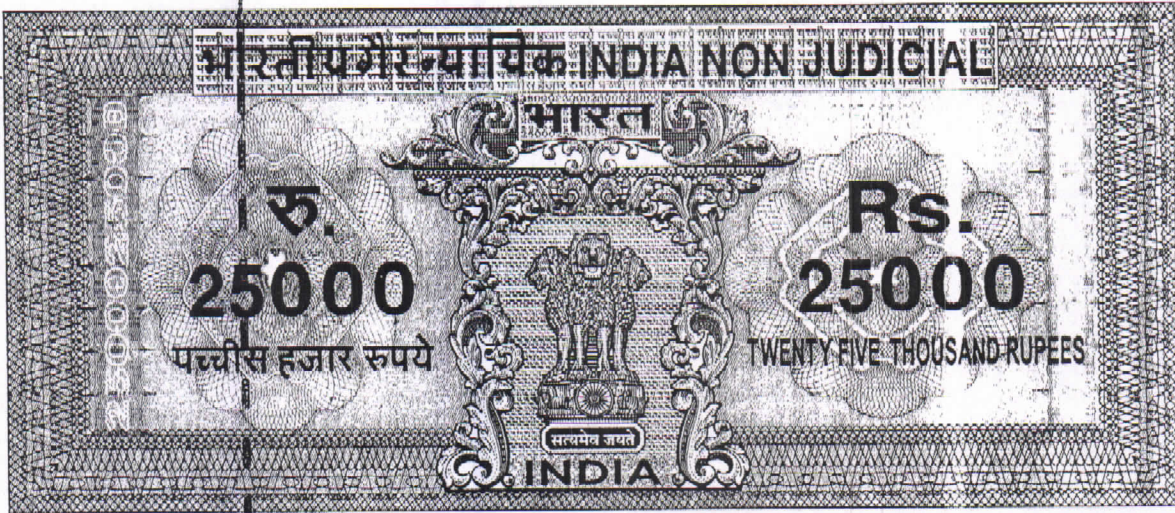
SRI PRATIM BANERJEE, son of Late Sushil Kumar Banerjee, by faith Hindu, by Caste Brahmin, by occupation Business, Nationality Indian, resident of 17, Rajendra Nagar Colony, P.O. & P.S. Sakchi, Town Jamshedpur. District Singhbhum East, State of Jharkhand, hereinafter called the SELLER (which expression shall unless, excluded by or repugnant to the context, mean and include his heirs, successors, executors, administrators, legal representatives, nominees and assigns) of the ONE PART. (PAN - ACVPB-542111);

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Handwritten signature and date 23/7/13.







झारखण्ड JHARKHAND

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Handwritten signature and date '23-7-13' with a circled '2' below it.

IN FAVOUR OF

- 1) SRI SHIV KUMAR AGARWAL, son of Late Dharpal Agarwal, by occupation Business, (PAN - ABDPA-6987A) &
- 2) SMT. MANJU DEVI AGARWAL, wife of Sri Shiv Kumar Agarwal, by occupation Business, (PAN - ABDPA-6989Q);

Both by faith Hindu, by Caste Bania, Nationality Indians, both residents of Baikuntha Nagar, Road No.4, Post Office Road, Mango, P.O. & P.S. Mango, Town Jamshedpur, District East Singhbhum, State of Jharkhand, hereinafter called the PURCHASERS (which expression shall unless excluded by or repugnant to the context, mean and include their heirs, successors, executors, administrators, legal representatives, nominees and assigns) of the OTHER PART.

NATURE OF THE DEED: DEED OF SALE

CONSIDERATION AMOUNT: Rs.25,00,000/- (Rupees Twenty five lakhs) only.

WHEREAS, an area of land measuring 15 Kathas, recorded under Khata No.1, Plot No.20 & 23, in Mouza Mango, P.S. Mango, Thana No.1642, Ward No.10,





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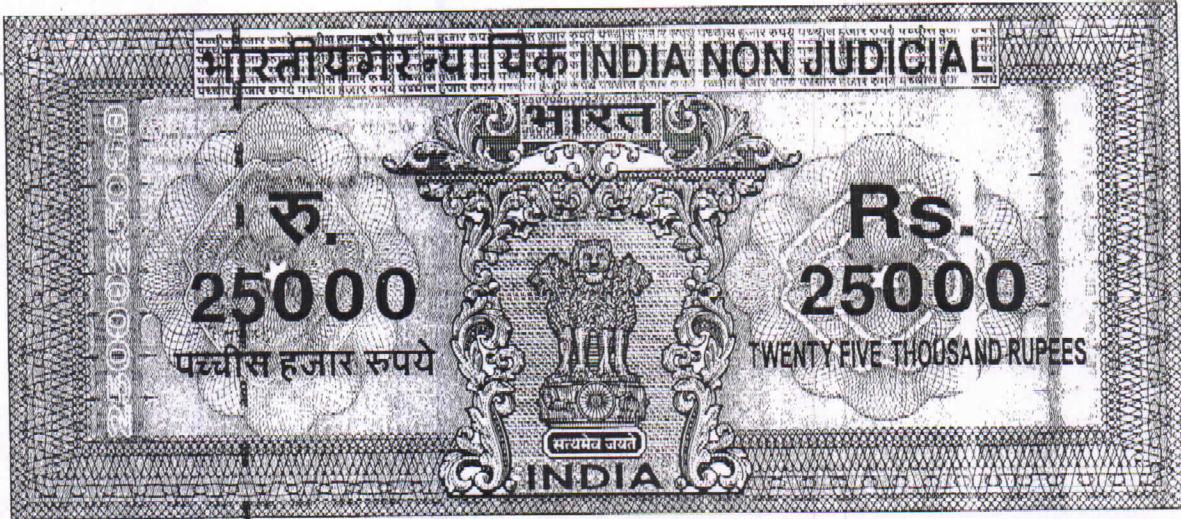
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MNAC, Jamshedpur, was originally acquired by one Md. Umar Usman, by means of a execution of a Sale Deed No.53, dated 04.01.1958, registered at Sub-Registry office, Jamshedpur;

AND WHEREAS, out of the said purchased landed property, the said Md. Umar Usman had sold an area of land measuring 10 Kathas in favour of Aftab Ahmad Khan & Niyaz Ahmad Khan, both sons of Barkat Ahmad Khan, by the execution of a registered Sale Deed No.3952, dated 27.08.1960 and on the same date by the execution of a registered Sale Deed No.3953, dated 27.08.1960, said Umar Usman sold the remaining 5 Kathas of land in favour of Hasnat Ahmad Khan, son of Late Hafiz Abdul Jabbar Khan, both deed registered at Sub-Registry Office, Jamshedpur and the said purchasers were in peaceful physical possession over their said respective purchased landed property;

AND WHEREAS, said Aftab Ahmad Khan, Niyaz Ahmad Khan, both sons of Barkat Ahmad Khan and Hasnat Ahmad Khan, son of Late Hafiz Abdul Jabbar Khan, was sold the total purchased land, through their duly constituted and lawful attorney Barkat Ahmad Khan, son of Late Hafiz Abdul Jabbar Khan, to Smt. Suroma Banerjee, daughter of Late N. B. Dasgupta, vide a registered Sale Deed bearing Deed No.4577, dated 12.04.1974, registered at Sub-Registry Office, Jamshedpur and handed over the physical possession of the said property to the said purchaser Smt. Suroma Banerjee;





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AND WHEREAS, sometime in the past said Smt. Suroma Banerjee died in testate leaving behind his husband Sushil Kumar Banerjee (since deceased) and only son Sri Pratim Banerjee, as her surviving legal heirs and successors with regard to the said land;

AND WHEREAS, during the last Municipal Survey Settlement Operation, the entire aforesaid land, was erroneously recorded in the name of Bihar Sarkar showing the possession of Aftab Ahmad Khan, Niyaz Ahmad Khan, both sons of Barkat Ahmad Khan and Hasnat Ahmad Khan, son of Late Hafiz Abdul Jabbar Khan, since then year 1960 and against the final publication of the said Khatiyā, said Sri Sushil Kumar Banerjee (since deceased) and his son Sri Pratim Banerjee, filed a Title Suit in the Court of Ld. Munsif at Jamshedpur, which was registered as T. S. No.90/ 2000 and the Ld. Court Vide Judgement dated 07.08.2006 and Decree dated 21.08.2006 was pleased to dismiss the suit against the said Sri Sushil Kumar Banerjee and his son Sri Pratim Banerjee;

AND WHEREAS, being aggrieved by the Judgement and Decree, aforesaid, of the court of Ld. Munsif, Jamshedpur, passed in T.S. No.90/2000, said Sri Sushil Kumar Banerjee and his son Sri Pratim Banerjee, preferred an Appeal before the Ld. District Judge at Jamshedpur, which was registered as Title Appeal No.30/06 and later was transferred to the Court of Ld. 1<sup>st</sup> A.D.J. at Jamshedpur and the Ld. Court vide its



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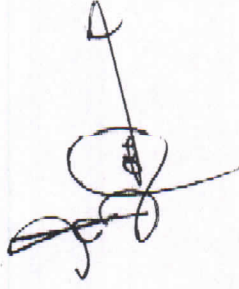
Order dated 10.02.2009, was pleased to allow the appeal of the said Sri Sushil Kumar Banerjee and his son Sri Pratim Banerjee on merit thereby the right, title and interest of the said Sri Sushil Kumar Banerjee and his son Sri Pratim Banerjee was declared and possession confirmed by the Ld. Court;

AND WHEREAS, later on said Sri Sushil Kumar Banerjee, also died on 25.01.2011, leaving behind his only son Sri Pratim Banerjee, the seller above referred, as his surviving legal heir and successor and as such the seller is the sole, absolute and lawful owner of the said residential property, more fully described in the schedule below and the seller has been in peaceful physical possession and occupation over the same without any let, hindrance or disturbances from any corner and is the bonafide owner thereof by exercising all acts of ownership thereto;

AND WHEREAS, the Seller, owing to his other commitments, being in urgent need of money, decided and subsequently agreed with the Purchasers for ABSOLUTE AND OUTRIGHT SALE of the schedule below land, for a total consideration amount of Rs.25,00,000/- (Rupees Twenty five lakhs) only;

**NOW THIS DEED OF SALE WITNESSETH:**

- 1) THAT, in pursuance of the above and in consideration of the aforesaid sum of Rs.25,00,000/- (Rupees Twenty five lakhs) only, paid by the purchasers to the seller, the receipt of which sum the seller does hereby admit and acknowledge as full, final and highest consideration amount of the schedule land and does hereby sale, convey, transfer and deliver the same, together with all its right, title, interest and possession, privileges and advantages the seller here before enjoyed over the schedule land UNTO AND TO THE USE of the purchasers, absolutely and forever.
- 2) THAT, from today, the seller has also delivered the physical possession of the schedule land in favour of the purchasers and the purchasers from this day shall possess and enjoy the schedule land as its absolute owner in every possible manner with power to dispose of the same in any manner they like, without any let or hindrance of the seller, his heirs or any other person/s claiming through him.



6

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- 3) THAT, the schedule land hereby sold and transferred in favour of the purchasers, is free from all encumbrances, liens or charges and prior to this transfer the seller has not sold or otherwise alienated the same or part thereof to any other person(s) and for any defect of title or possession of the seller over the schedule land the purchasers suffer any loss due to dispossession from the same or part thereof then the seller shall remain liable to compensate all such losses sustained to the purchasers.
- 4) THAT, henceforth the purchasers shall be at liberty to mutate their names in the Office of the landlord, in respect of the schedule land and shall pay the rent for the same in their own names.
- 5) THAT, the seller hereby also assures the purchasers that he shall, at the cost of the person (s) requiring the same, execute any other document(s), if so required, in respect of the schedule land to further ensure the right, title and interest of the purchasers over the same.
- 6) THAT the seller has handed over Xerox, Original deed, which of all relevant documents in respect of the schedule below landed property to the purchasers.

#### SCHEDULE

(Description of the property hereby sold)

All that piece and parcel of raiyati Homestead land measuring an area 5 Kathas or 8.25 Decimals, recorded under Khata No.1, in Portion of Plot Nos.20 & 23, situated in Mouza Mango, P.S. Mango, Thana No.1642, Ward No.10, MNAC, District Sub-Registry office and Town Jamshedpur, District Singhbhum East, Pargana Dhalbhum, State of Jharkhand;

Which is bounded by:

NORTH : Sri Dharam Bhagwati Iron Pvt. Ltd.

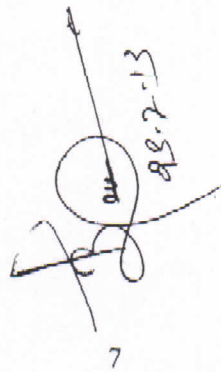
SOUTH : Jai Ambey Ispat;

EAST : Vacant land;

WEST : Dimna Road.

Annual rent payable to the Landlord, the State of Jharkhand, through the C.O., Jamshedpur.

7



**Mode of Payment**

(the purchasers have paid the aforesaid total consideration amount of Rs.25,00,000/- only, to the seller, herein below mentioned):

| <u>Cheque No.</u> | <u>Dated</u>   | <u>Amount</u>          | <u>Drawn on</u>               |
|-------------------|----------------|------------------------|-------------------------------|
| 214865            | 16.04.13       | Rs. 4,50,000/-         | IDBI Bank, Jamshedpur.        |
| 214864            | 24.04.13       | Rs. 4,50,000/-         | IDBI Bank, Jamshedpur.        |
| 200527            | 18.04.13       | Rs. 3,50,000/-         | IDBI Bank, Jamshedpur.        |
| 200528            | 22.04.13       | Rs. 3,50,000/-         | IDBI Bank, Jamshedpur.        |
| 214868            | 24.06.13       | Rs. 4,50,000/-         | IDBI Bank, Jamshedpur, 200531 |
| 25.06.13          | Rs. 4,50,000/- | IDBI Bank, Jamshedpur. |                               |
| Total :           |                | Rs.25,00,000/- only.   |                               |

IN WITNESS WHEREOF, the Seller has hereunto signed at Jamshedpur, on this Deed of Sale, on the day, month and year first above mentioned.

**WITNESSES:**

1. Pintu Bagti S/o S.K. Bagti  
Dimna Road, mango  
JSR.
2. Bikash Kojaryal S/o D.P. Goya  
Old Purulia Road, Kowar Bakt  
Mango JSR - 12
2. Ganesh Sahu  
S/o Sarbeswar Sahu  
AT- Uligan Radma JSR

Typed by:

Jsr. Court

Drafted by:

Advocate

Read over and explained the contents of this Deed to the Seller and he has admitted all the contents to be true and correct.

Deejan Kumar Bastya ADU

Advocate