

3767 Sale value 18,00,000/- M 980 3117

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झारखण्ड JHARKHAND



Sushil Kumar Banerjee



Deepak Kumar Bagty
Advocate

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Sushil Kumar Banerjee
Deepak Kumar Bagty
Advocate

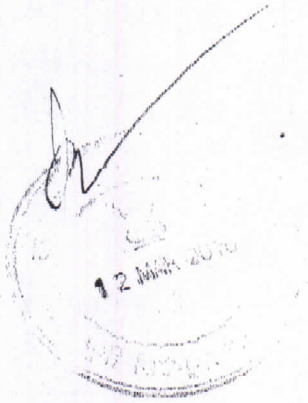
SALE DEED

THIS DEED OF SALE IS MADE ON THIS THE 21st DAY OF APRIL 2010 AT JAMSHEDPUR: BETWEEN:

1) SRI SUSHIL KUMAR BANERJEE, son of Late Amulya Charan Banerjee & 2) SRI PRATIM BANERJEE, son of Sushil Kumar Banerjee, both by faith Hindu, both by occupation Business, both by Nationality Indians, both residents of 17, Rajendra Nagar Colony, P.O. & P.S. Sakchi, Town Jamshedpur, District Singhbhum East, State of Jharkhand, hereinafter referred to as the **SELLERS** (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 ONE PART: PAN-ACVPB 5422 E, ACVPB-5421 H

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बस्तावेज जाँची
21/4
हस्ताक्षर



Shri. Dr. Aggarwal Nathu

Case No. 78550/

12/3/2010

Officer, JSR

21.4.2010



Attested
21.4.2010

Deepak Kumar Nagty
Advocate

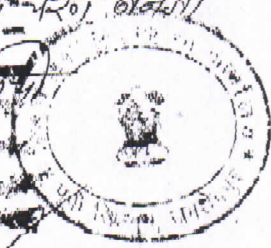


श्री. डॉ. अगारवाल नथु

श्री. अजय शर्मा शर्मा शर्मा शर्मा

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झारखण्ड JHARKHAND

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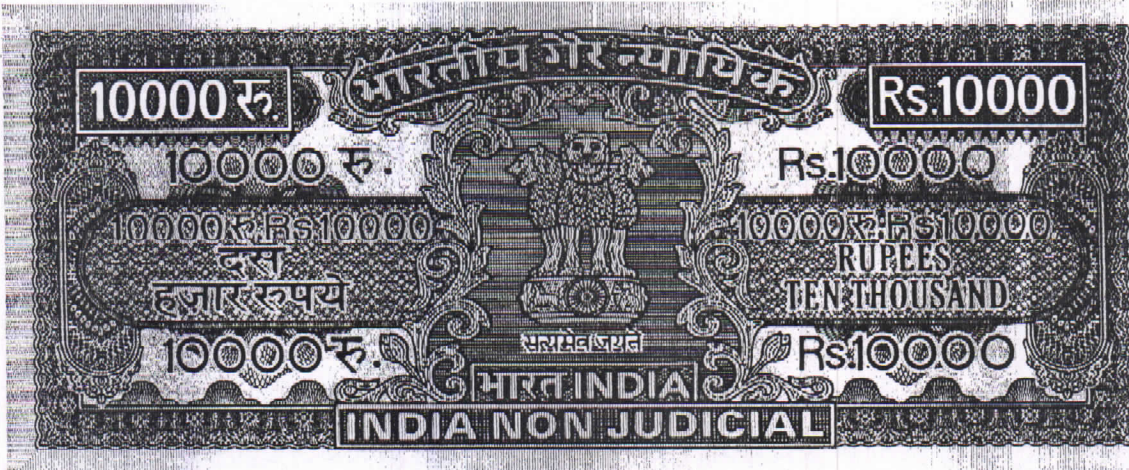
IN FAVOUR OF

1) SRI SHIV KUMAR AGARWAL, son of Late Dharpal Agarwal, & 2) SMT. MANJU DEVI AGARWAL, wife of Sri Shiv Kumar Agarwal, both by faith Hindu, both by occupation Business, by Nationality Indians. both residents of Baikunth Nagar, Road No.4, Post Office Road, Mango, P.O. & P.S. Mango, Town Jamshedpur, District Singhbhum East, State of Jharkhand, hereinafter referred to as the **PURCHASERS** (which expression shall unless, excluded by or repugnant to the context, mean and include their heirs, successors, successors-in-interest, executors, administrators, legal representatives, nominees and assigns) of the **OTHER PART**.

NATURE OF DEED: SALE DEED

CONSIDERATION AMOUNT: Rs.18,00,000/- (Rupees Eighteen lakhs) only.

WHEREAS, an area of land measuring 15 Kathas, recorded under Old Khata No.1, Old Plot No.20 & 23, corresponding to New Khata No.727, New Plot No.211 of the last Municipal Survey Settlement Operation, and more fully described in the



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3

schedule below, was originally acquired by one Md. Umar Usman, by means of a execution of a Sale Deed No.53 dated 04.01.1958;

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 Registered Sale Deed No.3953 dated 27.08.1960 the said Md. Umar Usman sold the remaining 5 Kathas of land in favour of Hasnat Ahmad Khan, son of Late Hafiz Abdul Jabbar Khan and the said purchasers were in peaceful physical possession over their said 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 (represented through duly constituted attorney Barkat Ahmad Khan, son of Late Hafiz Abdul Jabbar Khan, vide Registered General Power of Attorney deed No.IV-11 dated 12.01.1965, registered at Sub-Registry office, Jamehadpur) sold the entire schedule below landed property in favour of Smt. Suroma Banerjee (since deceased),



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4

daughter of Late N.B. Dasgupta by the execution of Registered Sale Deed No.4577 dated 12.04.1974 and handed over the physical possession of the property in favour of the said purchaser/s;

AND WHEREAS, in the meantime the said purchaser of the said property Smt. Suroma Banerjee died intestate leaving behind the sellers above named being the husband and only son, as her surviving legal heirs and successors with regard to the schedule below property and the sellers above named became the joint owners of the said property by way of inheritance and succession and have been physical possession over the same;

AND WHEREAS, during the last Municipal Survey Settlement Operation, the entire said land, more fully described in the schedule below, 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, Hasnat Ahmad Khan since the year 1960 and against the final publication of the said Khatiyani the sellers above named 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 sellers;

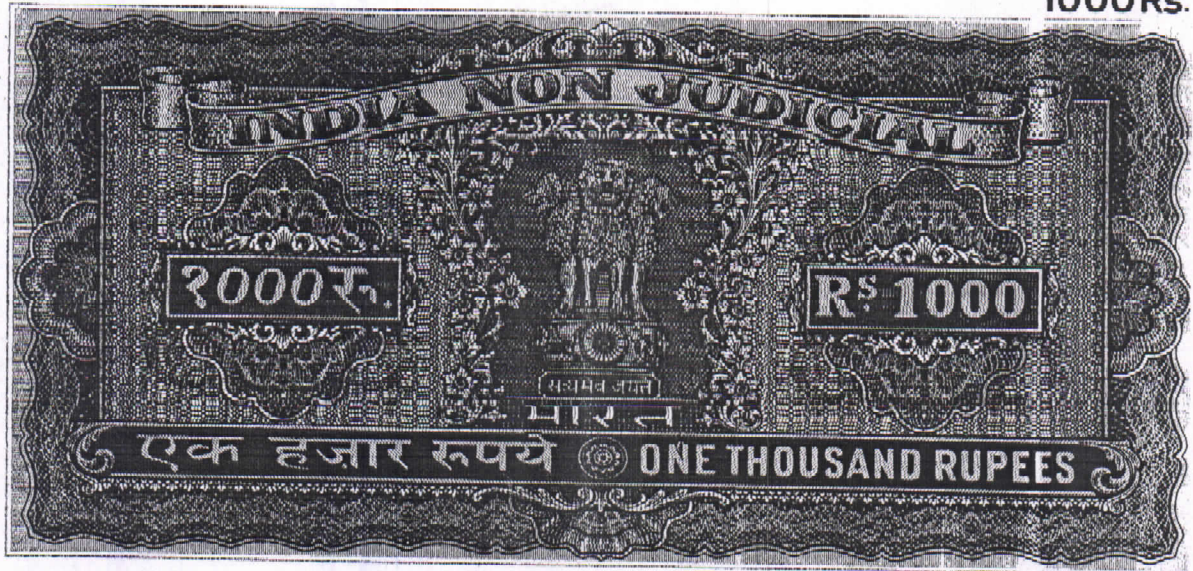


5

AND WHEREAS, being aggrieved by the Judgement & Decree, aforesaid, of the court of Ld. Munsif, Jamshedpur, passed in T.S. No.90/00 the sellers above referred, 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. 1st A.D.J. at Jamshedpur and the Ld. Court vide its Order dated 10.02.2009 was pleased to allow the appeal of the sellers on merit thereby the right, title & interest of the sellers was declared and possession confirmed by the Ld. Court:

AND WHEREAS, after acquiring the same the sellers have been in peaceful physical possession over the same without any kind of let, hindrance or disturbances from any corner and are the lawful owners thereof by exercising all acts of ownership thereto;

AND WHEREAS, now being in urgent need of money the sellers desired to sell their schedule below property to the above named purchasers for a total consideration amount of Rs.18,00,000/- (Rupees Eighteen lakhs) only and whereas, the purchasers have agreed to purchase the same for the said price.



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NOW THIS DEED OF SALE WITNESSETH:

1. THAT, in pursuance of the above agreement and in consideration of the said sum of Rs.18,00,000/- (Rupees Eighteen lakhs) only, paid by the purchasers to the sellers, the receipt of which sum the sellers hereby admit and acknowledges as full, final and highest consideration of the schedule below property, the sellers by these presents do hereby absolutely sell, convey, transfer the all that property, more fully described in the schedule below, in favour of the purchasers by this deed of sale TO HAVE AND TO HOLD the same unto the purchaser, their heirs, successors, together with all right, title, interest and possession without any interruption from the side of the sellers or any person or persons claiming under them.
2. THAT, the sellers have delivered possession of the schedule below property to the purchasers and from this day the purchasers will possess and enjoy the same as absolute owners in all possible ways with power to dispose of the same by way of Sale, Gift, Mortgage or any other way whatsoever in manner

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7

they like and the purchasers shall be at liberty to get their names mutated in the office of the landlord and pay rent and other charges for the same in their own names.

3. THAT, from this day all the right, title, interest and possession of the sellers in the schedule below property shall cease to exist and shall vest unto the purchasers. The property hereby conveyed by this deed of sale is free from all encumbrances, charges, liens, lispendens, attachments etc.
4. THAT, prior to this the seller has not charged or transferred the schedule below property in any way to any one else.
5. THAT, today the sellers have delivered all relevant document/s with respect to the schedule below property to the purchasers.

SCHEDULE

(Description of the property hereby conveyed)

ALL THAT piece and parcel of raiyati Homestead land measuring an area 6 (Six) Kathas, or 9.90 Decimals, i.e. 76'-3" X 56'-8" (out of total area 15 Kathas), recorded under Old Khata No.1, Old Plot No.20 & 23, corresponding to New Khata No.727, New Plot No.211 of the last Municipal Survey Settlement Operation, situated in Mouza Mango, P.S. Mango, thana No.1642, in Ward No.10, M.N.A.C., in town Jamshedpur, District Singhbhum East, District Sub-Registry office at Jamshedpur, Pergana Dhalbhum,

which is bounded by:

NORTH : Others residential House;

SOUTH : Seller's Nij (now sold to Sri Dharam Bhagwati Iron Pvt. Ltd.);

EAST : Vacant land;

WEST : Dimna Road.

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

IN WITNESS WHEREOF, the seller has hereunto set their respective hands on this deed of sale on the day, month and year first above written.

Read over and explained the contents of this Deed to the executants, who admitted the same it to be true and correct.

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WITNESSES:

1. Gansh Sahu
80-1, Satabajpur Sahu
A7- Kofme Jbn
 2. Srijamal Kuma Sun
80 Kati Rasik Lal Sur
- Typed by: 17, Rajendra Nagar
Jambhujpur 83301

B. Sarkar, Jsr. Court.

Drafted by:

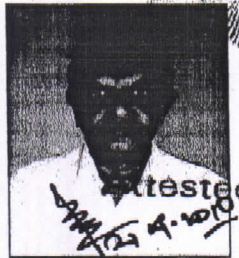
Advocate

MODE OF PAYMENT

Cheque No.	Dated	Amount	Drawn on	in favour of
826842	22.03.10	Rs. 6,50,000/-	I.D.B.I. Bank	Sushil Kr. Banerjee
830984	22.03.10	Rs. 2,50,000/-	I.D.B.I. Bank	Sushil Kr. Banerjee
826843	22.03.10	Rs. 6,50,000/-	I.D.B.I. Bank	Pratim Banerjee
830985	22.03.10	Rs. 2,50,000/-	I.D.B.I. Bank	Pratim Banerjee

Total : Rs.18,00,000/- (Rupees Eighteen lakhs) only.

PURCHASERS



Deepak Kumar Bhowmik
Advocate



Deepak Kumar Bhowmik
Advocate

Certified that the fingerprints of the left hand of each person, whose photographs are affixed in the document, have been obtained by me or before me.

Advocate.