

545

525



Government of Jharkhand

Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number : c1ba1ca616f01b3ba1b5

Receipt Date : 10-Aug-2021 11:11:24 am

Receipt Amount : 31260/-

Amount In Words : Thirty One Thousands Two Hundred And Sixty Rupees Only

Token Number : 20210000081098

Office Name : SRO - Chaibasa

Document Type : Sale Deed

Payee Name : PAWAN KUMAR AGARWAL (Vendor)

GRN Number : 2106902245



-: For Office Use :-

2021/81098
11/08/2021

2021/CHAIB/545/BKJ/525

इस रसीद का उपयोग केवल एक ही दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु ही किया जा सकता है। पुनः प्रिन्ट कर अथवा फोटो कॉपी आदि द्वारा इसी रसीद का दूसरे दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु उपयोग भारतीय मुद्रांक अधिनियम, 1899 की धारा 62 अन्तर्गत दण्डनीय अपराध है।

इस रसीद के माध्यम से प्रेषित कर द्वारा कोक लेवा पदवी ली गई है,
Pawan Kumar Agarwal

Sale 781500/-, P.S. Sadar Chaibasa
88-31260/-, Rent-035.00P

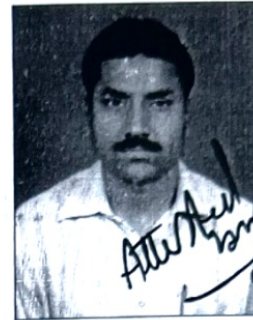
- 2 -

On basis of पत्रांक 980(B)
दि 21/8/21

कल 2 के अधीन ग्राह्य भारतीय स्टाम्प अधिनियम
:899 की अनुसूची 1 या 1 क. स0 के अधीन तथा
छोटानागपुर कास्तकारी अधिनियम के धारा -23-
के अधीन यथावत स्टाम्प सहित (या स्टाम्प शुल्क) से
विमुक्त यह स्टाम्प शुल्क अपेक्षित नहीं।

बिबन्धक पदाधिकारी
चाइबासा

11/8/21



Pawan Kumar Agarwal

Pawan Kumar Agarwal

DEED OF SALE

NAME OF THE SELLER :- PAWAN KUMAR AGARWAL, aged about 50 years, son of Late Kishorilal Agarwal, grandson of late Arjun Lal Saraff, by faith Hindu, by caste – General (Non ST/SC/Backward Class under CNT), by occupation – Business, resident of Sentola, P.O. and P.S. – Chaibasa, District Singhbhum West, 833201, Jharkhand,

PAN ABLPA6361Q

NATIONALITY :- Indian

Fee paid

₹ 23445.00

stamp - 3.00

cess - 1.00

P. 2010.00

₹ 5,459.00

10/8/21

NAME OF THE PURCHASER :- KIRAN DEVI SARAFF, aged about 54 years, wife of late Prakash Kumar Saraff, daughter of late Raghunath Rai Bhalotia, granddaughter of late Girdhari Lal Bhalotia, by faith Hindu, by caste – General (Non ST/SC/Backward Class under CNT), by occupation – Business, resident of 129, Sadar Bazar, P.O. and P.S. – Chaibasa, District Singhbhum West, 833201, Jharkhand;

PAN GFUPS9714G

NATIONALITY :- Indian.

Praveen Kumar Agarwal

CLASS OF DEED :- Sale deed in respect of undivided 1/4th share of seller over 14.125 decimal of residential land.

VALUATION AS PER GOVERNMENT RATE:-

1.	Valuation of 1/4 th share of 14.125 decimal (3.531 decimals) of residential land on main road @ Rs. 2,20,995/- X 3.531 dec.	=	Rs. 7,80,334/-
	Rs. Seven lakh nine thousand and five hundred only		= Rs. 7,80,334/- or Rs. 7,80,500/-

CONSIDERATION: Rs. 7,81,500/- (Seven lakh and eighty one thousand and five hundred only)

SCHEDULE OF THE PROPERTY HEREBY SOLD :- District and District Registry - Singhbhum west, Registry office at Chaibasa, Thana - Kolhaan, ward no. 18, P.O. & P.S.- Chaibasa, 1/4th share over Kayami right residential land by the side of main road, total measuring an area of 14.125 decimals, undivided 1/4th share hereby sold is **3.531 decimals** (three decimal and five hundred and thirty oned bragkaries), bearing Municipal Holding no. 4/36 (old) new municipal Holding no. **0180000178000A1** of ward no. 18, having following description:

Sl	Khata no.	Plot no.	Area			1/4 th share Area sold		
			Acre	Dec.	Bargk.	Acre	Dec.	Bargk.
1	80	64 (a)	00	00	312	00	00	078
2	80	64 (b)	00	08	250	00	02	063
3	80	64 (c)	00	00	500	00	00	125
4	80	64 (d)	00	00	688	00	00	172
5	80	64 (e)	00	00	250	00	00	062
6	80	64 (f)	00	00	750	00	00	187
7	80	64 (g)	00	00	250	00	00	062
8	80	64 (h)	00	02	500	00	00	625
9	80	64 (l)	00	00	125	00	00	032
10	80	64 (m)	00	00	500	00	00	125
			00	14	125	00	03	531

Bounded as :

North : Government land now having PJSS School,

South : Land of Bishnupado Chatterjee,

East : Land of Ashok Jain now having PJSS School,

West : Road.

Pawan Kumar
Agarwal

A sketch map showing location of plot mentioned in the schedule is annexed with this deed which will form part of this deed. The plots over which undivided share has been hereby sold has been marked in red wash in maps annexed with this deed.

ANNUAL RENT :- Rs. 35/- paisa only excluding cess. (Entered in Online Jamabandi Register II at page no. 96, Volume no. 6)

LANDLORD :- The Circle Officer, Chaibasa.

WHEREAS, land situated within old Ward no. 03, Khata no. 80, Plot nos. 64 (a) to (m), within ward no. 3 of Chaibasa Municipality, in the name of Sidu Ho, son of Gono Ho; in the recent survey settlement Khatian published in the year 1972.

AND

WHEREAS, although the name of Sidu Ho, who was the predecessor-in-interest of said Mageya Ho and others, was registered as Raiyat of land under Khata no. 80, the name of Bishnu Pado Chatterjee was also entered as being in illegal possession of the said land and premises since the year 1970.

AND

WHEREAS, the said entry of in the Records of Rights, and entry in possessory column mentioning Bishnu Pada Chatterjee, being illegal possession of the said land was apparently wrong and erroneous and said Khata should have been recorded in the name of Bishnu Pada Chatterjee.

- 6 -

AND

Pawan Kumar
Agarwal.

WHEREAS, said Bishnu Pada Chatterjee, died leaving behind Satyaranjan Chatterjee & others; as his heirs and successors and said Satyanaryan Chaterjee & others, sold a portion of the said land, measuring an area of 14.125 decimals or 5 Kathas and 8 dhurs, in favour of (1) Deepak Saraff @ Agarwal, (2) (late) Prakash Saraff @ Agarwal, (3) Sajjan Saraff @ Agarwal and (4) Pawan Saraff @ Agarwal (Seller); by a registered deed of sale dated 3.09.1997, bearing deed no. 9699. The said piece of land is the subject matter of the present sale and same is described in schedule above.

AND

WHEREAS, one of the purchasers to the said deed – Prakash Saraf @ Agarwal, died leaving behind purchaser as his widow and heir and successor of his estate.

AND

WHEREAS, the heirs of the Recorded tenants of recent khata no. 80 - Mageya Deogam and others, preferred an application under section 71A of the CNT act for restoration of possession of suit premises in thier favour, before the LRDC Sadar at Chaibasa; on the ground that the said land is recorded in the name of their predecessors and that the sale purchase transaction is illegal. The said application was registered as SAR case no. 12 of 1998-99.

AND

WHEREAS, That in respect of self same land tenants of Bishnu Pada Chatterjee, viz- Asha Singh & others, who were in possession of a

Pawan Kumar
Apparwal

portion of premises existing over said land, also approached the LRDC Sadar, with a prayer to settle the portion in his possession in their favour. Their application was initially separately registered as SAR case no. 9 of 1998-99 and was later on amalgamated with SAR case no. 12 of 1998-99 in a single proceeding.

AND

WHEREAS, the said SAR application nos. 12 of 1998-99 preferred by Mageya Deogam and others and 9 of 1998-99, preferred by Asha Singh and others, and dismissed both the said applications vide order dated 22.04.2017 and 31.03.2017, respectively, holding that the said land has been validly settled by a registered Patta in the 1937 and same has been in continuous possession of the said land since then and that the proceeding is barred by limitation.

AND

WHEREAS, the said Mageya Ho and others, had also filed a suit before the Learned Sr. Civil Judge Singhbhum West at Chaibasa, against the seller, purchaser and their brother/brother-in-law and Deputy Comisioner, Singhbhum West; bearing Original Suit no. 6 of 2016; wherein they *inter-alia* prayed for following reliefs :

- i. *A declaring their right, title interest over suit property.*
- ii. *A decree for cancellation of deed of settlement of suit land, bearing registered patta (deed of settlement), dated 14.07.1937 in favour of Bishnu Pada Chatterjee;*
- iii. *A decree for declaration that that survey entries regarding possession of Bishnu Pada Chatterjee, in respect of said property*

Pooja Kumar
Agarwal.

as described in schedule to the plaint, in the recent survey settlement operation Khatian is wrong and erroneous and same does not confer any right title or interest to the present appellants over said property.

AND

WHEREAS, the said suit was dismissed by the learned Sr. Civil Judge I, vide order dated 19.05.2016.

AND

WHEREAS, thereafter, the name of the seller, purchaser along with (1) Deepak Saraff @ Agarwal, and (2) Saj an Saraff @ Agarwal ; has been in possession of the schedule land as owner thereof and dilapidated structure existing over the same have been demolished. The schedule land has been mutated in their names, as per order passed by LRDC Sadar in Mutation appeal no. 03/2018-2019 and correction slip has been issued in their name vide Mutation case no. 305-R27/2018-19, vide order dated 22.10.2020 and same has been entered in online Jamabandi Register II at page no. 96, volume no. 6 and online Malguzari receipt has been issued in their names, vide online Malguzari receipt no. 0232929773, Dated 30.10.2020, for the year 2020-2021.

AND

WHEREAS, in the aforesaid manner the (1) seller, (2) purchaser (3) Deepak Saraff @ Agarwal, and (4) Saj an Saraff @ Agarwal are joint owners of the said land measuring 14.125 decimals and each of them is having undivided 1/4th share over the same, i.e. 3.531 decimal each.

AND

WHEREAS, the seller, who is having 1/4th share in schedule property, offered to sale his undivided share in respect of schedule land.

AND

WHEREAS, the purchaser, who is also having 1/4th share in schedule property, agreed to purchase share of seller in respect of schedule property for a consideration price of Rs. 7,81,500/- (Seven lakh and eighty one thousand & five hundred only).

NOW THIS DEED OF SALE WITNESSETH AS FOLLOWS:-

1. That the seller has sold his 1/4th undivided share as described in schedule above at the consideration of Rs. 7,81,500/- (Seven lakh and eighty one thousand & five hundred only) to the purchaser and the purchaser has purchased the same at the said consideration amount.
2. That the purchaser has paid the entire consideration money of Rs. 7,81,500/- to the seller, by cheque drawn by purchaser, vide Cheque no. 000010, drawn on Kotak Mahindra Bank, Chaibasa, drawn in favour of the seller.
3. That seller hereby, acknowledges receipt of payment of entire consideration amount of Rs. 7,81,500/- (Seven lakh and eighty one thousand & five hundred only) from the purchaser in the aforesaid manner.
4. That all the right, title, interest, property claim and demand whatsoever of seller into or upon schedule property is hereby

Raja Kumar
Agarwal.

- conveyed and transferred unto purchaser his heirs, executors, administrators and assigns absolutely.
5. That purchaser is already having $1/4^{\text{th}}$ (25%) share over the schedule property and with purchase of $1/4^{\text{th}}$ (25%) share of the seller, he now has $1/2$ (50%) share over the same, which he shall peacefully enjoy and possess, along with remaining two owners - Deepak Saraff @ Agarwal [$1/4^{\text{th}}$ (25%)] share and (2) Sajjan Saraff @ Agarwal [$1/4^{\text{th}}$ (25%) share].
 6. The joint possession of the schedule property has been delivered by the seller to the purchaser and the purchaser shall now own and possess the same, along with remaining two owners, without any claim or disturbance from the seller.
 7. That the seller hereby agrees and declares for himself, his heirs, executors, administrators and assigns that he has good right, title and interest to convey his joint undivided share over schedule property unto the purchaser.
 8. That the seller hereby declares that the schedule property is free from all encumbrances, mortgage, lien, lis-pendent attachment etc. and the purchaser shall hereinafter hold, use and enjoy the same as his own property without any interruption or demand from the seller.
 9. That it is hereby declared by the seller that there is no litigation pending in respect of the schedule property and same is neither a government land, nor Khas Mahal lease land.

Pawan Kumar
Agrawal.

10. That the words and express "Seller" and "Purchaser" unless repugnant to the context, shall mean and include their respective heirs, successors, legal representatives and assigns.

IN WITNESS WHEREOF THE SELLERS HAVE PUT THIER SIGNATURE ON THIS DEED OF SALE ON THIS 10th DAY OF AUGUST, 2021.

Witnesses

Pawan Kumar Agrawal

(Seller)

1. Saijan Kumar Saraff
 flat 8/10 Kishoreilal Saraff
 Sadar bazar, Chhabasa
 J. K. Agrawal
2. Deepak Kumar Agrawal
 flat 5/10 Kishoreilal Saraff
 Sadar Bazar, Chhabasa



Kiran Devi Saraff

10/8/2021

Drafted, typed and printed; Read over and explained the contents of this deed of sale to the executants. Certified that the finger prints of left hand of each person whose photograph is affixed in the deed, have been obtained before me.

Advocate
10/8/2021