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This Deed of absolute sale made this the Eleven day of October One thousand Nine hundred eithtyeight of the Christian Era.

BETWEEN

प्रस्ते उराज १११-१० - प 1) Charo Oraon 2) Panche Oraon both Sons of Late Dhundha Oraon by Caste Oraon a member of scheduled Tribe by occupation cultivators, residents of Village Nadia P.S. Lohardaga District Lohardaga hereinafter called the VENDORS (which term unless expressly excluded by or repugnant to the subject or context shall mean and include their respective heirs, successors, legal representatives, executors, assigns) of the ONE PART

AND

Messrs. Hindustan Aluminium Corporation Limited a Public Limited Company incorporated under the Indian Companies Act 1956 having its registered Contd...2



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Office at Century Bnawan, Dr. Annie Besant Road, Bombay-25 Works at Renukoot P.O. Renukoot District Mirzapur (Uttar Pradesh) and Mines Office at Village Kharcha Police Station Kisko District Lohardaga in the State of Bihar hereinafter called the PURCHASER (which term unless expressly excluded by or repugnant to the subject or context shall mean and include their successors, representatives, executors, assigns) of the OTHER PART.

WHEREAS the lands of Khata No.34 of Village Nadia P.S. Lohardaga Thana
No.195 District Lohardaga have been recorded in the revisional Survey
Record of rights in the name of 1) Charwa Craon and 2) Mohana Oraon both
Sons of Chhotka Somra Craon.

पंचे उर्राव ११-१०-८८

AND WHEREAS the aforesaid recorded Tenant Charwa Oraon died leaving behind his only Son Dhundha Oraon, and Dhundha Oraon also died leaving behind his two Sons 1) Charo Oraon and 2) Panche Oraon the VENDORS No.1 and 2 respectively.

AND WHEREAS the recorded tenant No.2 Mohana Oraon died issue less and without any heirs.



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AND WHEREAS the VENDORS above named are absolute owners and are seized and possessed of the lands being R.S. Plot No. 258 (P) measuring in Area 0.77 Acres under Khata No. 34 of Village Nadia P.S. Lohardaga Thana No.195 District Lohardaga morefully described in the schedule below and shown in RED WASH in the Map annexed hereto.

AND WHEREAS the aforesaid lands being R.S. Plots No. 258 (P) measuring in area 0.77 Acres under Khata No.34 of Village Nadia P.S. Lohardaga District Lohardaga is a Tand Land and always remains fallow due to lack of irrigation facility hence are uneconomical and unfit for cultivation purposes.

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AND WHEREAS the VENDORS above named negotiated with the PURCHASER to sell lands being R.S. Plot No. 258(P) measuring in area 0.77 Acres of Khata No.3 of Village Nadia P.S. Lohardaga Thana No.195 District Lohardaga.

AND WHEREAS the PURCHASER is doing Mining operation of Bauxite Ore in different mining lease areas granted by Government of Bihar in Lohardaga District.

AND WHEREAS the VENDORS have expressed their willingness to sell the lands out of their own free will and without any co-ercion undue influence and have negotiated with the PURCHASER and on the approach made by the VENDORS



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to the PURCHASER the PURCHASER has agreed to purchase the said lands being R.S. Plot No. 258 (P) meauring in area 0.77 Acres under Khata No. 34 of Village Nadia P.S. Lohardaga District Lohardaga morefully described in the Schedule below and shown in RED WASH in the Map annexed hereto and the price of land which has been fixed by the Deputy Commissioner, Lohardaga by his order dated 17.8.88 in permission case No.49 of 1986-87 is Rs.77,000/-(Rupees Seventyseven thousand only) for the aforesaid 0.77 Acres of lands which is fair, adequate and reasonable price.

AND WHEREAS the PURCHASER required the aforesaid lands being R.S. Plot No.258(P) measuring in area 0.77 Acres (Full area of R.S. Plot No.258 of Khata No.34 of Village Nadia is 2.10 Acres) under Khata No.34 of Village Nadia P.S. Lohardaga Thana No.195 District Lohardaga for storage of minerals and /or for any construction incidental to and necessary for mining purposes, etc.

AND WHEREAS the VENDORS had applied to the Deputy Commissioner, Lohardaga for permission to sell the said lands with the PURCHASER under Section 49 of Chhotanagpur Tenancy Act 1908. And the Deputy Commissioner, Lohardaga by his order dated 17.3.38 in Permission Case No.49 of 1986-87 has granted permission to TRANSFER the aforesaid land under Section 49 of the Chhotanagpu Tenancy Act 1908 .

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NOW THIS DEED OF ABSOLUTE SALE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rs.77,000/- (Rupees Seventys n thousand only) out of which Rs. 10, 300/- (Rupees Ten thousand Three hundred only) have already been paid to the VENDORS by the PURCHASER through Cheque No.758956 and 758957 both dated 12.10.87 for Rs.2,000/- each i.e., Rs.4,000/and Cheque No. 947240 and 947241 dated 5.7.88 for Rs.1,000/- each i.e., Rs.2,000/- and by Cash Rs.4,300/- (Tatal Rs.10,300/-) and have been deposited in VENDOR'S respective Savings Bank Account Nos. 6748 and 6745 in the State Bank of India, Lohardaga Branch and balance amount pf Rs.66,700/- (Rupees Sixtysix thousand Seven hundred only) paid to the VENDORS through Account Payee Cheque Nos. 121797 dt. 8.10.88 for Rs. 33, 350/and Cheque No. 121798 dt. 8.10.88 for Rs.33,350/- Total Rs.66,700/-(Rupees Sixtysix thousand Seven hundred only) by the PURCHASER before the registering Authority at the time of Registration of these presents, the receipt of entire consideration money amounting to Rs.77,000/- (Rupees Sevent Seven thousand only) the VENDORS doth hereby acknowledge and admit and from the same and every part thereof for ever acquite, release and discharge the PURCHASER the VENDORS doth hereby sale, convey, transfer and assign absolute and for ever to the PURCHASER free from all encumbrances the said lands bein R.S. Plot No. 258(P) measuring in area 0.77 Acres under Khata No.34 of Village Nadia P.S. Lohardaga Thana No.195 District Lohardaga morefully described in the schedule below and shown in RED WASH in the annexed Map and all rights, title, interest of the VEMDORS unto and upon the said property hereby conveyed transferred and assigned absolutely and for ever and every part the eof to HAVE AND TO HOLD the said property granted, conveyed, sold Contd..6

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so to be unto and to the use of the PURCLASE, absolutely and for evern and VENDORS do hereby covenint with the PURCHASER and declare as follows:-THAT the VENDORS have good title to convey the said property and the property he einafter demised is free from all encumbrances. THAT the VENDORS deliver the possession of the property to the PURCHASER and the PURCHASER shall hereafter pesceably hold, use and enjoy the same without any let or hindrances from any person claiming through or in trust of the VENDORS. -THAT the VENDORS shall at the request and dat of the PURCHASER do or cause to be done or execute all such acts, deeds and things whatsoever for further assuring the PURCHASER of the demised land THAT the PURCHASER shall remain in possession of the said land absolute owner thereof and shall use the land for any construction incidental to and necessary that is for construction of Staff Quarters, Laboratory, etc. for mining purposes. That the PURCHASER will get his name mutated in the Sherista of Bihar State and shall pay rent and taxes which he may be liable

AND the VENDORS do hereby agree to save harmless and keep indemnify the PURCHASER against all losses, damages cost or expenses which he may sustain or incur by reason of any claim being made by any person the property hereby demised.

hereafter for the above purchased property.

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## SCHEDULE OF THE PROPERTY REFERRED TO ABOVE:

The land situated in Village Nadia P.S. Lohardaga Thana No.195 District Lohardaga

Area to be KHATA NO. KHEWAT NO. R.S. PLOT NO. Full Area of transferred Plot. 2 0.77 Acres 258 (P) 2.10 Acres 34 0.77 Acres Total:-

Also shown in RED WASH in the annexed Map and butted and bounded as follows:-

BOUNDARY OF PLOT NO. 258 (P

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West North South of Village Nadia, 258 (P) 277 R.S. Plot No. 256 259, 260 P.S. Lohardaga, Thana No. 195 District Lohardaga

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Hent h. 0.95 pe per Annum.

IN WITHER WITH WHITHEOF the Visitoria have put their respective Signature/i-ft hand thumb Impression on the day month and year written first above.

WITMESSES:

DIGNATURE/Left HAND THUMS IMPREDATED OF THE VENTORS.

19-90-22

110-4549 3210 2121 3210 MISH A RULL 79-90- ZZ MISH A RULL 79- ZZ M

## CERTIFICATE

The contents of this deed have been read over and explained to the VENDORS above named in HINDI by me and the VENDORS after fully understanding the same put their respective Signature/ Left Hand Thumb Impression in my presence.

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Typed by:

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This deed of absolute sale made this the \_\_\_\_\_\_\_ I\_\_\_\_\_ day of October one thousand nine hundred eightyeight of the Christian Era. ~

## BETWEEN

Bandhana Oraon S/o Late Tezua Oraon by caste Oraon by caste Oraon a member of Scheduled Tribe by occupation cultivator resident of village Nadia P.S. Lohardaga District Lohardaga mereinafter called the VENDOR (which term unless expressly excluded by or repugnant to the subject or context shall mean and include his, heirs, successors, legal representative, executors, assigns) of the ONE PART

AND

Messrs Hindustan Aluminium Corporation Limited a Public Limited Company incorporated under the Indian Companies Act 1956 having



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Bombay-25, Works at Renukoot, P.O. Renukoot, District
Mirzapur (Uttar Pradesh) and Mines Office at Village Kharcha
Police Station Kisko District Lohardaga District in the State
of Bihar hereinafter called the PURCHASER (Which term unless
expressly excluded by or repugnant to the subject or context
shall mean and include their successors, representatives,
executors, assigns) of the OTHER PART.

AND WHEREAS the lands of Khata No.112 of Village Nadia P.S.

Lohardaga Thana No.195 District Lohardaga have been recorded in the revisional Survey record of rights in the name of 1) Chhateya Oraon S/o Bandhana Oraon 2) Temba Oraon S/o Sawna Oraon 3) Mosammat Cheno W/o Jura Oraon.

WHEREAS the lands being R.S. Plot No.259 under Khata No.112 of village Nadia P.S. Lonardaga Thana No.195 District Lohardaga were inherited by Temba Oraon the recorded Tenant No.2 by local division of estate.

AND WHEREAS the aforesaid Temba Oraon died leaving behind his four sons viz 1) Budhua Oraon 2) Tezua Oraon 3) Birsa Oraon 4) Sukra Oraon.

AND WHEREAS the lands being R.s. Plot No.259 (P) measuring in area 0.49 Acres (full area of plot No.259 is 1.97 Acres) under Khata No.112 of village Nadia P.s. Lohardaga Thana No.195



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District Lohardaga morefully described in the schedule below and shown in RED WASH in Map annexed hereto were inherited by Tezua Oraon the second son of aforesaid Temba Oraon the recorded Tenant No.2 by local division of estate.

AND WHEREAS the said Tezua Oraon also died leaving behind his two sons namely 1) Bandhana Oraon the VENDOR and 2) Sania Oraon.

AND WHEREAS the second son of Tezua Oraon namely Sania Oraon also died on 5.7.1988, heirless and without any male issue.

AND WHEREAS the VENDOR Bandhana Oraon is absolute owner and is seized and possessed of the land under Khata No.112 R.S. Plot No.259(P) measuring in area 0.49 Acres of village Nadia P.S.

Lohardaga Thana No.195 District Lohardaga morefully described in schedule below and shown in RED WASH in the Map annexed hereto.

AND WHEREAS the aforesaid lands being R.S. Plot No.259 under Khata No.112 of village Nadia P.S. Lohardaga Thana No.195 District Lohardaga is Tand land and always remains fallow due to lack of irrigation facilities, hence is uneconomical and unfit for cultivation purposes.

AND WHEREAS the VENDOR has expressed his willingness to sell the aforesaid lands out or his own free will and without any

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Co-ercion undue influence and has negotiated with the PURCHASER and on the approach made by the VENDOR to the PURCHASER the PURCHASER has agreed to purchase the said lands being R.S. Plot No.259 (P) measuring in area 0.49 Acres under Khata No.112 of village Nadia P.S. Lohardaga Thana No.195 District Lohardaga morefully described in the schedule below and shown in RED WASH in the Map annexed hereto and the price of aforesaid land of 0.49 Acres which has been fixed by the Deputy Commissioner; Lohardaga by his order dated 20.8.88 in permission case No.50 of 1986-87 is R.49,000/- (Rupees fortynine thousand only), which is fair, adequate and reasonable price.

nine thousand only), which is fair, adequate and reasonable price.

AND WHEREAS the PURCHASER required the aforesaid lands being R.S. Plot No.259(P) measuring in area 0.49 Acres under Khata No.112 of village Nadia P.S. Lohardaga Thana No.195 District Lohardaga for storage of mineral and/or for any construction incidental to and necessary for mining purposes etc.

AND WHEREAS the VENDOR had applied to the Deputy Commissioner, Lohardaga for permission to sell the said lands with the PURCHASER under Section 49 C.N.T. Act 1908. And the Deputy Commissioner, Lohardaga by his aforesaid order dated 20.8.88

in permission Case No.50/1986-87 has sanctioned the TRANSFER

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of the said land under Section 49 of the Chhotanagpur Tenancy Act, 1908.

AND THIS DEED OF ABSOLUTE SALE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rs. 49,000/- (Rupees fortynine thousand only) out of which a sum of Rs. 4,900/- (Rupees four thousand nine hundred only) has already been paid to the VENDOR through Cheque No.758955 dated 12.10.87 for Rs.2,000/- (Rupees two thousand only) and Cheque No.947242 dated 5.7.88 for Rs.1,000/- (Rupees one thousar only) and Rs.1,900/- (Rupees one thousand nine hundred only) by cash (Total Rs. 4,900/-) and have been deposited in the VENDOR'S Savings Bank Account No. 6749 in State Bank of India, Lohardaga Branch AND balance amount of Rs.44,100/- (Rupees forty four thousand one hundred only) paid to the VENDOR by the PURCHASER through Account Payee Cheque No.121800 dated 8.10.88 before Registering Authority at the time of Registration of these presents, the receipt of entire consideration money amounting to R. 49,000/- (Rupe s fortynine thousand only), the VENDOR doth hereby acknowledge and admit and from the same and every part thereof for ever acquit, release and discharge the PURCHASER the VENDOR doth hereby sale, convey, transfer and assign absolutely and for ever to the PURCHASER free from all encumbrances the said lands being R.S. Plot No.259 (P) measurin in area 0.49 Acres under Khata No.112 of village Nadia, P.S. Lohardaga Thana No. 195 of Discrict Lohardaga morefully describe

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in the schedule below and shown in RED WASH in the annexed Map and all rights, title, interest of the VENDOR unto and upon the said property hereby conveyed transferred and assigned absolutely and for ever and every part thereof to HAVE and to HOLD the said property granted, conveyed sold so to be unto and to the use of the PURCHASER absolutely and for ever and VENDOR doth hereby covenant with the PURCHASER and declare as follows:

THAT the VENDOR has good title to convey the said property and the property hereinafter demised is free from all encumbrances. That the VENDOR delivers the possession of the property to the PÜRCHASER and the PURCHASER shall hereafter peaceably hold, use and enjoy the same without any let or hindrances from any person claiming through or in trust of the VENDOR.

THAT the VENDOR will at the request and cost of the PURCHASER do or cause to be done or execute all such acts, deeds and things whatsoever for further assuring the PURCHASER of the demised land THAT the PURCHASER shall remain in possession of the said land absolute owner thereof and shall use the land for storage of mineral and/or for any construction incidental to and necessary that is for construction of Staff Quarters, Laboratory, etc. for mining purposes. That the PURCHASER will get their name mutated in the Sherista of Bihar State and shall pay rent and taxes which they may be liable hereafter for the

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above purchased property.

AND the VENDOR does hereby agree to save harmless keep indemnify the PURCHASER against all losses, damages, cost or expenses which they may sustain or incur by reason of any claim being made by any person the property hereby demised.

SCHEDULE OF THE PROPERTY REFERRED TO ABOVE :

The land situated in village Nadia P.S. Lohardaga Thana No.195
District Lohardaga. Out of Municipal Lohardags

Khata No. Khewat No. R.S. Plot No. of the Plot Transferred

2 259 (P) 1.97 0.49 Acres

Total: 0.49 Acres

TAlso shown in RED WASH in the annexed Map and Butted and Bounded as follows:

BOUNDRY OF R.S. PLOT NO. 259 (P)

NORTH SOUTH EAST WEST

R.S.Plot No. 259 (P) 259 (P) 260 272 & 273 of village Nadia P.S. Lohardaga Thana No.195 District

Rent Rs. 0.756 per annum.

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IN WITHER AFT ATTEMPOR the VENDOR above named has put him left hand thumb impression/signature on the day, month and year written first above.

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SIGNATURE/LEFT HAND THUMB IMPRESSION OF THE VENDOR

99-90-22

612-617-17-22

सार्ग नेथान। उस्ति ना। रेनुसेल सम्बद्धाः १९.९०-२२

The contents of this deed have been read over and explained to the VENDOR Bandhana Oraon in Hindi by me and the VENDOR after fully understanding the same put his Signature/Left hand thumb impression in my presence.

Typed by

Africaje

11/X/88