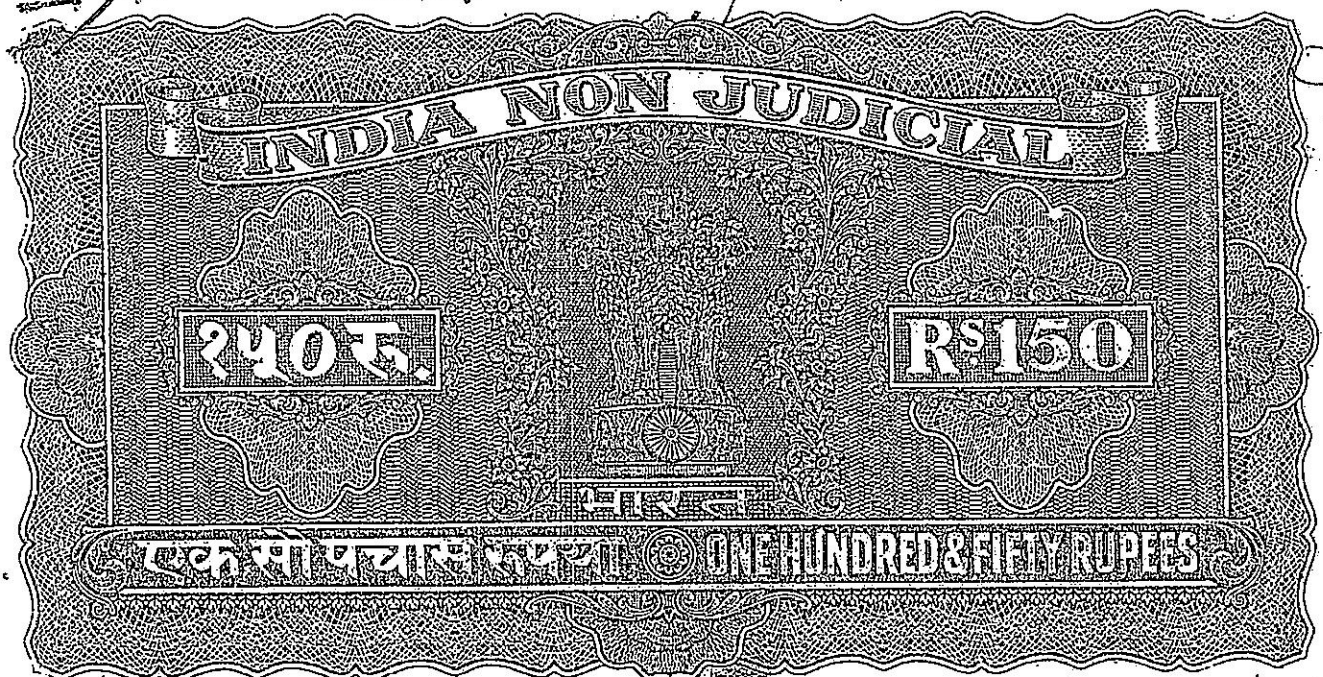


१९२३

BIHAR

१२ अक्टूबर १९२३ / २१ (१०००) ११

१५४४ 150 Rs.



Stamp duty paid under Sec 2 of Act 1923 - 192-00  
 Addl. Stamp duty paid under Sec 175 - 160-00  
 352-00

22  
 96-1-23  
 22-00  
 4-00  
 46/

96/1/23

Particulars of the vendors

-- Harishchandra Modi adopted son of late Sri Hanumandas for self and holding special powers of Attorney on behalf of

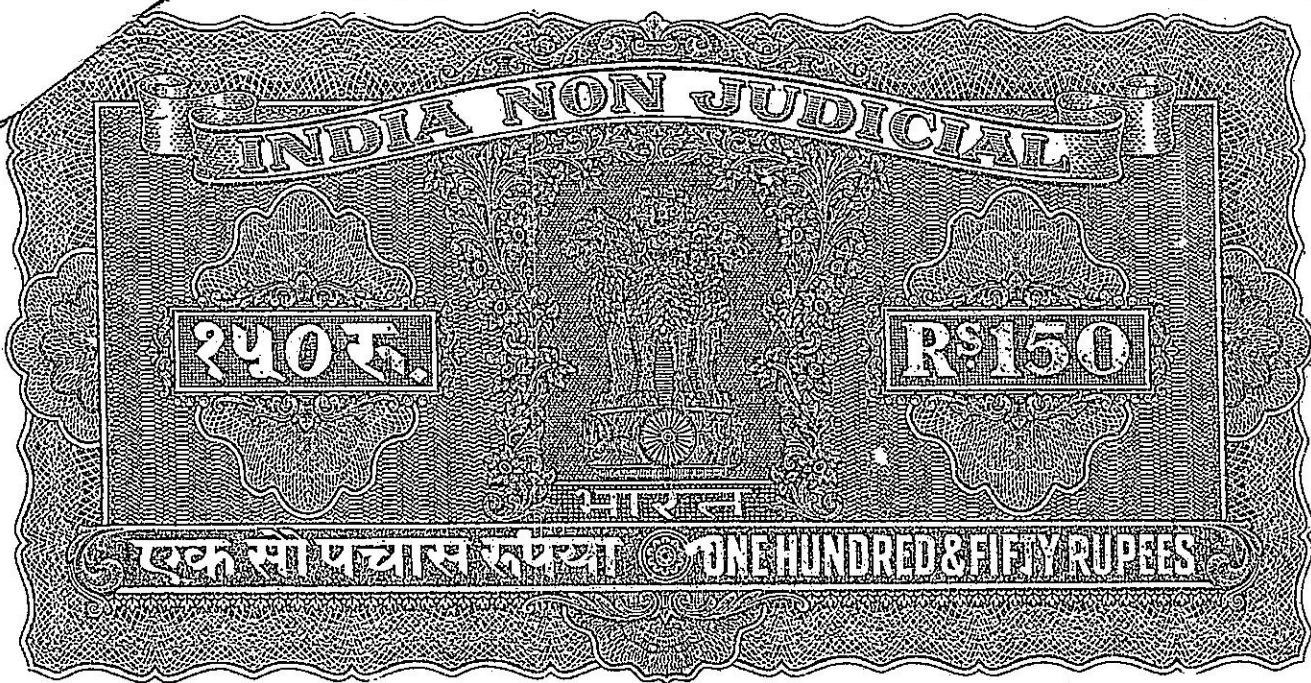
(i) Kailash Chandra Modi adopted son of late Sri Ramlal Modi;

(ii) Prayag Chand Modi son of late Sri Kedarnal Modi who was adopted son of late Sri Surajmal Modi and

(iii) Madanlal Modi son of late Sri Pannalal Modi

all by caste Mahajan (Agarwal), by profession business, residents of Jhunjhunu, P. S. Jhunjhunu, District Jhunjhunu in the State of Rajasthan, Harishchandra Modi at present residing at, P. O. & P. S. Daltonganj, District Palamau.

Handwritten notes and signatures on the right side of the page, including a signature at the bottom right.



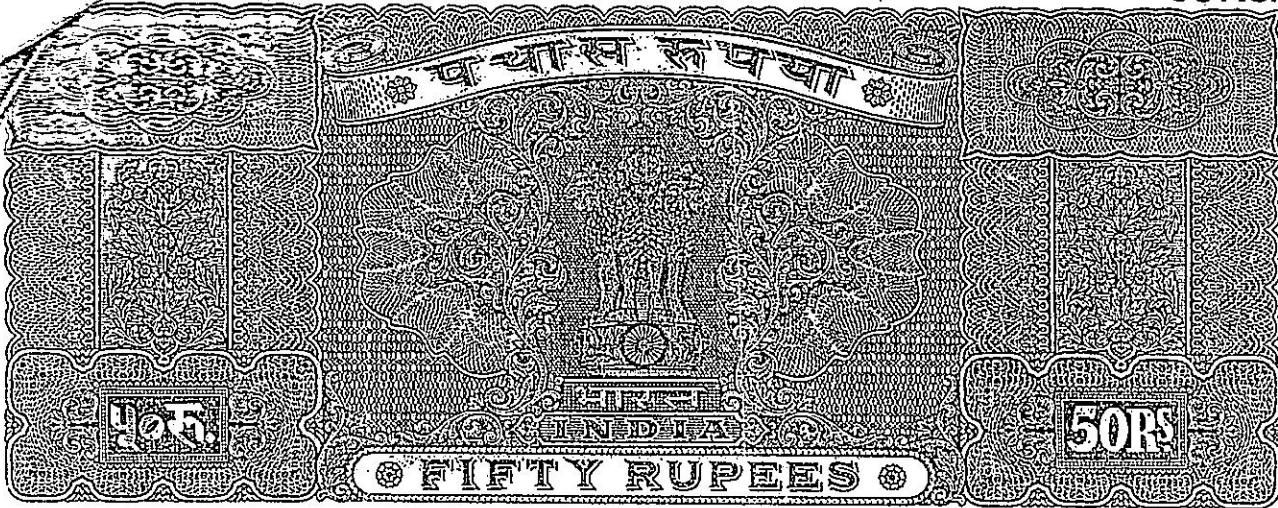
-2-

Agarwal, by profession Advocates,  
residents of, P.O. & P. S. Daltonganj,  
District-Palamau in the State of  
Bihar.

3. Nature of Deed :- Sale deed.
4. Consideration of sale :- Rs. 8,000/- (Rupees eight thousand only).
5. Description of the subject matter of sale :- The premises measuring 0.07 acre (Seven decimals) corresponding to approximately 2 Kathas according to local measurements with partly pucca and partly kutcha house with tiled roofs with hakiyat Chhepar-bandi bearing plot no. 160, Khasmahal holding 547 and Municipal holding no. 95 situated on Araya Samaj Road, within Municipal Ward No. 7, in the town of Daltonganj, P. S. Daltonganj, District-Palamau appertaining to Tauzi No. 51 within the jurisdiction of the Sub-Registration and District Registration Offices at Daltonganj and bounded as follows :-
- North :- Araya Samaj Road.
- South :- House of Sri Ganauri Lal, Advocate.
- East :- House of Mahesh Sahu in possession of Sri Nandlal Sharma Pujari.

E.HAR

50RS. 89



-3-

Sahu.

Particulars of the Landlord :- The State of Bihar, annual ground rent Rs. 2.12 n.p. Annual Municipal Tax Rs. 30.69 n.p.

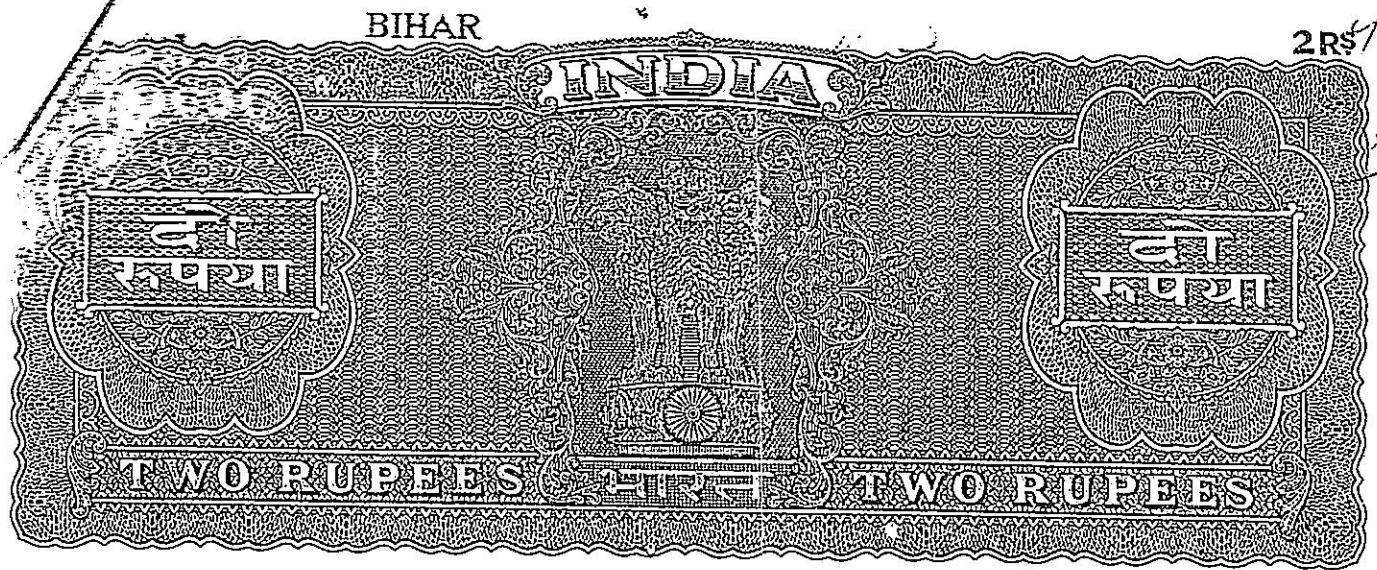
THIS DEED OF SALE made on this 17th day of September, 1963 between Harishchandra Modi, Kailash Chandra Modi, Prayag Chand Modi and Madanlal Modi mentioned in column one above and hereinafter called the vendors which term shall include their respective heirs, successors, representatives and assigns on the one part and Harilal Lath and Naurang Lal Lath mentioned in column 2 (two) above and hereinafter called the vendees which term shall include their respective heirs, successors, representatives and assigns on the other part.

Handwritten notes in the right margin: "सुरजमल" (Surajmal) and "1963" with a vertical line.

This Deed witnesseth as follows : -

1) That Sri Pannalal Modi had five sons namely Sri Surajmal, Sri Hanumandas, Sri Ramlal, Sri Kedarnal (alias Kedamath) and Sri Madanlal. Sri Kedamath according to custom prevailing in their community was adopted by Sri Surajmal. Sri Hanumandas adopted Harishchandra one of the sons of Madanlal mentioned in column one above. Sri Ramlal adopted Kailash Chandra one of the sons of Sri Madanlal, Sri Surajmal died leaving behind his adopted son Sri Kedamath and he died leaving behind his son Prayag Chand Modi. Sri Hanumandas is also dead. Sri Ramlal is also dead. The family title is Modi and on the...

Handwritten notes in the bottom right margin: "सुरजमल" (Surajmal), "1963", and other illegible signatures and dates.



-4-

property mentioned in column five above and hereinafter called the " said property ". The names of Surajmal, Hanumandas, Kedamath, Ramlal and Madanlal still stand mentioned in the register of the State of Bihar and the rent is paid by the vendors. In the Office of the Daltonganj Municipality the name of M/s Pannalal Surajmal stand recorded; the firm under which style the persons named above, carried their business and the tax is paid by the vendors.

3) That there is no other claimant to the said property except the vendors and there is no incumbrance over the said property created either by the vendors or their predecessors. There is no defect whatsoever in the title and possession of the vendors.

4) That Harishchandra Modi one of the vendors holds special Power of Attorney for the <sup>execution</sup> sale of the said property dated 17.7.1963 properly executed by Kailash Chandra Modi at Bhiwani (District-Hissar). Similarly Harishchandra Modi holds special Power of Attorney for sale of the said property dated 22-5-1963 executed by Prayag Chand Modi and he also holds a similar Power of Attorney dated 4-9-1963 from Madanlal Modi

21/05/63  
M. S. Modi  
21/05/63

sell the said property and to execute this sale deed which will convey the right, title and possession of the vendors to the vendees in the said properties. Besides, this transaction of sale is being held with the express consent and approval of all the vendors.

5) That for cash consideration of Rs. 8,000/- (Rupees eight thousand) received by vendors through Harishchandra Modi from the vendees in the presence of the Sadar Sub Registration Officer and herewith acknowledged, the vendors hereby sell and convey the said property with all their right, title and interest and incidents thereof and all their rights acquired by easements and prescription, absolutely in favour of the vendees and without reserving any right whatsoever and have put the vendees in possession. That the vendors ceased to hold any interest in the said property and the vendees have acquired absolute title and possession in the said property which the vendors enjoyed.

6) That the vendees have right and liberty to apply for mutation and to get themselves mutated in the Office of the State of Bihar and the Daltonganj Municipality and henceforth to pay the rent and taxes.

7) That this transaction is for consideration which is just and fair and for the benefit of the respective families of the vendors and has been done with the free will and volition of the vendors with their free mind and will and without any coercion and after considering all pros and cons.

8) That if the vendees for any reason are disturbed in possession or find any defect in title or any incumbrance on the said property the vendors hereby covenant, agree and bind themselves that they would return the consideration and the

10/11/2011  
11/11/2011  
12/11/2011

4/2

substained by them.

IN WITNESS WHEREOF the vendor Harishchandra Modi has subscribed his hand and has executed this deed of sale for himself and as holding special Powers of Attorney on behalf of the vendors on the date mentioned at the outset.

ERASHRA  
17-9-63

ERASHRA  
17-9-63

Typed by :-  
T. Sahay.

In Luni Sahni  
Village - Karar  
P.S. & P.O. Panhi  
Dist - Palamou  
at present Sakongari  
Dist - Palamou - The deed was explained  
to the executant in Hindi.  
17-9-63.