



# DEED OF SALE

Value of the property sold = Rs.3.75,000/(Rupees three lakes seventy five thousand) only,

THIS DEED OF SALE is made on this the 19 to day of November two thousand ten;

#### BETWEEN

SRIMATI PANPATI PANDIT, Widow of late Bijay Chandra Pandit, by faith Hindu, by occupation land-owner, resident of Court Road, Jamtara,

5000Rs.

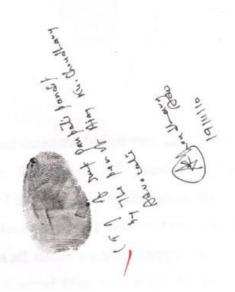




Police Station Jamtara, Anchal Jamtara, within N.A.C. Jamtara, Sardari Circle Jamtara, Ward No. 9, Sub-Division and Sub-Registration Office Jamtara, District Jamtara, hereinafter called the <u>VENDOR</u>(which expression unless repugnant or contrary to the context shall include her heirs, executors, administrators, successors, representatives and assigns) of the <u>ONE PART</u>;

### AND

SMT. REKHA BARNWAL, Wife of Sri Birendra\_Barnwal, D/O Shiv Shankar Barnwal, by faith Hindu, by caste Baniya, by occupation housewife, resident of Court Road, Jamtara, Police Station Jamtara, Sub-Division, Sub-Registration Office and District Jamtara, hereinafter called the PURCHASER (which expression unless repugnant or contrary to the context



shall include her heirs, executors, administrators, successors, representatives and assigns) of the OTHER PART;

WHEREAS Plots Nos.3370 and 3369 appertaining to Khatian No. 408/1/Ka of mouza Jamtara originally belonged to Abinash Chandra Bose and WHEREAS the said Abinash Chandra Bose was a Hindu, governed by Dayabhag School of Hindu Law and WHEREAS the said Abinash Chandra Bose published his last will and testament on or about 19th day of March 1924 prior to his death, having appointed Arun Chandra Bose, his eldest son of the executant thereof and WHEREAS the said Arun Chandra Bose, as such executor as aforesaid applied for the obtained unto him the grant of Probate of the said Will of the said Abinash Chandra Bose in the High Court

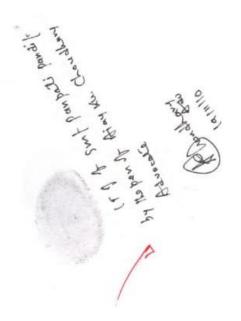
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of Calcutta in the Testamentary and Intestate Jurisdiction on 27th December 1926 and WHEREASby his last Will dated 19th March 1924 the said Abinash Chandra Bose bequeathed all his properties including the said Plots Nos.3370 and 3369 of mouza Jamtara to his sole widow Srimati Hem Kumari Dasi absolutely free from all encumbrances, charges and leans and WHEREAS the said Smt. Hem Kumari Dasi was a Hindu, governed by Dayabhag School of Hindu Law died on 14th November 1949 leaving her surviving six sons namely Arun Chandra Bose, Barun Chandra Bose, Harendra Chandra Bose, Narendra Chandra Bose and Tapendra Chandra Bose as the heirs of the said Hem Kumari Dasi and WHEREAS the said Harendra Chandra Bose, one of the sons of Hem Kumari Dasi, having his 1/6th interest(share) in the said lands appertaining to Khatian No.408/1/Ka of mouza Jamtara including the above mentioned Plots Nos.3370 and 3369 of mouza Jamtara along with several other lands and WHEREAS the said Harendra Chandra Bose while in possession of his said 1/6th interest(share) in the above mentioned lands transferred his said 1/6th interest(share) in the said lands of said Khatian No.408/1/Ka of mouza Jamtara along with his other lands to Anukul Chandra Dutta, Son of Haridas Dutta of Kolkata and WHEREAS in pursuance to the said purchase Anukul Chandra Dutta took possession of the said 1/6th interest(share) of lands of the said Khatian



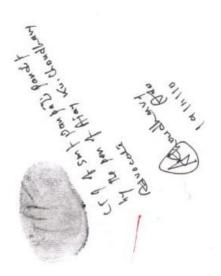
No.408/1/K of mouza Jamtara along with other lands and continued to possess the same as the absolute owner thereof and WHEREAS while in such possession Anukul Chandra Dutta died leaving his son Kedar Nath Duta and WHEREAS after the death of Anukul Chandra Dutta his son Kedar Nath Dutta succeeded the interest of his father Anukul Chandra Dutta inclusive of the lands of the said Khatian No.408/1/Ka of mouza Jamtara and continued to possess the same as the rightful owner thereof and WHEREAS a Partition Suit for partitioning the above mentioned properties was instituted in the High Court of Judicature at Calcutta and that the same was registered and numbered as Suit No.2711 of 1954 and WHEREAS in the said Suit one Harendra Chandra Bose described himself as Plaintiff, filed the same against Arun Chandra Bose and others and Kedar Nath Dutta as defendants for partition of the above mentioned properties and WHEREAS on 8th day of February 1956 a Preliminary decree was passed in the said suit with consent of the parties of the said suit and WHEREAS Sri T.K. Ghosh was appointed Commissioner for partitioning the immovable properties inclusive of the said Plots Nos.3370 and 3369 of mouza Jamtara and WHEREAS during the pendency of the said suit one of the sons of the said Hem Kumari Dasi, namely Barun Chandra Bose died intestate leaving him surviving his following heirs and legal representatives namely Smt. Radha



Rani Bose, widow of Ashok Kumar Bose, Ajit Kumar Bose, Nishit Kumar Bose, Ranjit Kumar Bose as his sons and Smt. Samrita Rani Bose, Smt. Indira Rani Sarkar, Smt. Saphali Rani Sarkar, Smt. Sudhira Rani Ray and Smt. Shipra Ray as his daughters, hereinafter referred to as the heirs and legal representatives of said Baru Chandra Bose who jointly succeeded the 1/6th interest of Barun Chandra Bose and WHEREAS by the return dated 20th day of August 1968 said receiver Sri T.K. Ghosh partitioned entired areas of immovable properties at Jamtara as well as in other places after selling a part of a plot vacant land measuring two bighas and three kathas more or less as described in the said return to meet the costs and expenses of the said partition and WHEREAS a final decree as passed on 6th August 1970 the said return was confirmed and WHEREAS in the said final decree as passed by the Hon'ble High Court of Judicature at Calcutta the said Plots Nos.3370 and 3369 of mouza Jamtara including other lands was allotted exclusively to the above named heirs and legal representatives of said Barun Chandra Bose and WHEREAS all the said heirs of Barun Chandra Bose while in possession of the above mentioned Plots Nos.3370 and 3369 of mouza Jamtara by a Deed of Sale duly registered in Calcutta Registration Office in Book No.1, Volume No.179, Pages 221 to 230. Being No.6610 for the year 1972 sold 80 decimals of land (more or less) of the said Plot



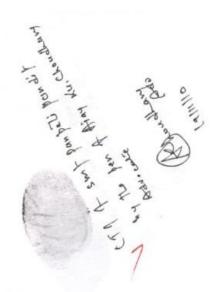
No.3370 and out of Plot No.3369 of mouza Jamtara to Kabiraj Purushotam Sharma and WHEREAS in pursuance to the said purchase the said Kabiraj Purushotam Sharma entered into possession of his above mentioned land and continued to possess the same as the absolute owner thereof with transferable basauri right therein and WHEREAS while in such possession the said Kabiraj Purushotam by a Deed of Sale dated 16.7.1985 duly registered at Jamtara Sub-Registration Office in Book No.1, Volume No.04, Pages 553 to 560, Being No.2379 for the year 1985 sold 20 decimals of land out of the said Plot No.3370 of mouza Jamtara to Smt. Panpati Pandit, the VENDOR herein and WHEREAS in pursuance to the said purchase the VENDOR herein entered into possession of the said 20 decimals of land out of the said Plot No.3370 marked as Plot No.3370/A of mouza Jamtara and continued to possess the same as the absolute owner thereof with transferable basauri right therein by getting her name mutated in Mutation Case No.12 of 1986-87 of the Court of the Circle Officer, Jamtara and accordingly separate Khata bearing No.409/1/Ka was created in the name of the VENDOR herein and the Basauri rent of Rs.10.00 was also fixed and WHEREAS the VENDOR is seised and possessed of the said the said Plot No.3370/A of mouza Jamtara as the absolute owner thereof with transferable basauri right therein and WHEREAS the VENDOR being in need of money



for her family expenses is desirous of selling a portion of the said Plot No.3370/A of mouza Jamtara and WHEREAS the PURCHASER intends to purchase a piece of vacant land measuring 04.77 decimals out of the said Plot No.3370/A of mouza Jamtara, more fully described in the schedule below and shown as Plot No.3370/A/3 in red colour in the map annexed herewith and hereinafter called the said land and WHEREAS the VENDOR has agreed with the PURCHASER for the sale of the said land described in the schedule below to the PURCHASER for a consideration of Rs.3,75,000/-(Rupees three lakhs seventy five thousand)only;

## NOW THIS DEED WITNESSETH AS FOLLOWS:-

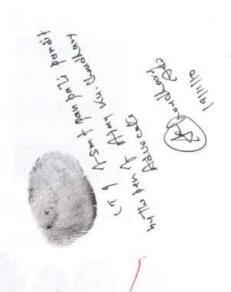
1. That in pursuance to the aforesaid agreement and in consideration of Rs.3,75,000/- (Rupees three lakhs seventy five thousand)only paid by the PURCHASER to the VENDOR to day, the receipt whereof the VENDOR hereby acknowledges, the VENDOR hereby conveys, sells, transfers and assigns to the PURCHASER absolutely and for ever all the said land described in the schedule below and shown as Plot No.3370/A/3 in red colour in the map annexed herewith and all her right, title, interest, claim and demand what-so-ever therein and in every part thereof;



- 2. That the VENDOR hereby covenants with the PURCHASER that the said property shall be quietly entered into and upon and be held and enjoyed by the PURCHASER without any interruption or disturbance by the VENDOR or any person claiming through or under her and without any lawful disturbance by any other person who-so-ever,
- 3. That the property hereby sold is free from all encumbrances,
- That the VENDOR has good title and right to convey unto the PURCHASER in the property hereby conveyed;
- That the interest hereby transferred subsists and the VENDOR has power to transfer the same;
- That the PURCHASER shall get her name mutated in respect of the said land described in the schedule below in the Register of the State of Jharkhand maintained for the purpose;
- 7. That the PURCHASER henceforth will be bound to pay the rent for the said land described in the schedule below to the State of Jharkhand at the rate already fixed or that may be fixed in future;



- 8. That the VENDOR will at the cost of the person requiring the same execute and do every such assurance or thing necessary for further or more perfectly assuring the said property to the PURCHASER as may reasonably be required by the PURCHASER according to the true intent and meaning of these presents;
- 9. That the VENDOR will always keep the PURCHASER harmless and indemnified against all losses, damages, costs and expenses which the PURCHASER may sustain of incur by reason of any lawful claim being made by any body who-so-ever to the said property or in respect of any arrears of rent due therefrom;
- 10. That the VENDOR will return to the PURCHASER the consideration money in case any hindrance be put in the right or in the possession of the PURCHASER to the property hereby conveyed due to the defect of title of the VENDOR in the same;
- 11. That the land hereby sold is Basauri, Salable and Vacant;



12. That the land hereby sold is commercial purposes and situated in main road.

IN WITNESS WHEREOF the VENDOR has signed this Deed on this the 19 h day of November 2010.

## Schedule

In the District of Jamtara, Sub-Division and Sub-Registration Office Jamtara, Police Station and Sardari Circle Jamtara, within Jamtara Notified Area, Ward No. 9, in mouza Jamtara No.3, in Mohalla Court Road, appertaining to Basauri Khatian No.408/1/Ka, out of Survey Settlement Plot No.3370 (three thousand three hundred seventy), all that portion of land shown as Plot No.3370/A/3 in red colour in the map annexed herewith, measuring 04.77 decimals (zero four point seventy seven decimals), bounded as follows:-

On the North by Road,
On the South by Plot No.3370/A/4,
On the East by Plot No.3370/B
On the West by Plot No.3370/A/2.

Witnesses:-



Rekha Barnaul



## Witnesses:-

Rita kumbhakas. wo swapan kumbhakar. Jamtora Court Road

2. Swapan Kumbhaner. S/O Kanai Kumbhaner. Jamtara, Court Road. 19/11/10 Certific

Signature

# Certificate

The contents of this Deed have been drafted by me and the same have fully been read over and explained to the executant who has admitted the same wholly correct and has signed this Deed in my presence. Certified that the finger prints of the left hands of the persons whose photographs have been affixed herewith have been taken in my presence.

Typed by.

Advocate, Jamtara.



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Smt. Rekha Barnval W/o Sri Biorendon Barnval Court Road, Jamtara

Dist - Jantare

CL- 148/10-11

Details.

10,000 x 1 = 10,000.00

5000 × 1= \$000.00

15,000.00

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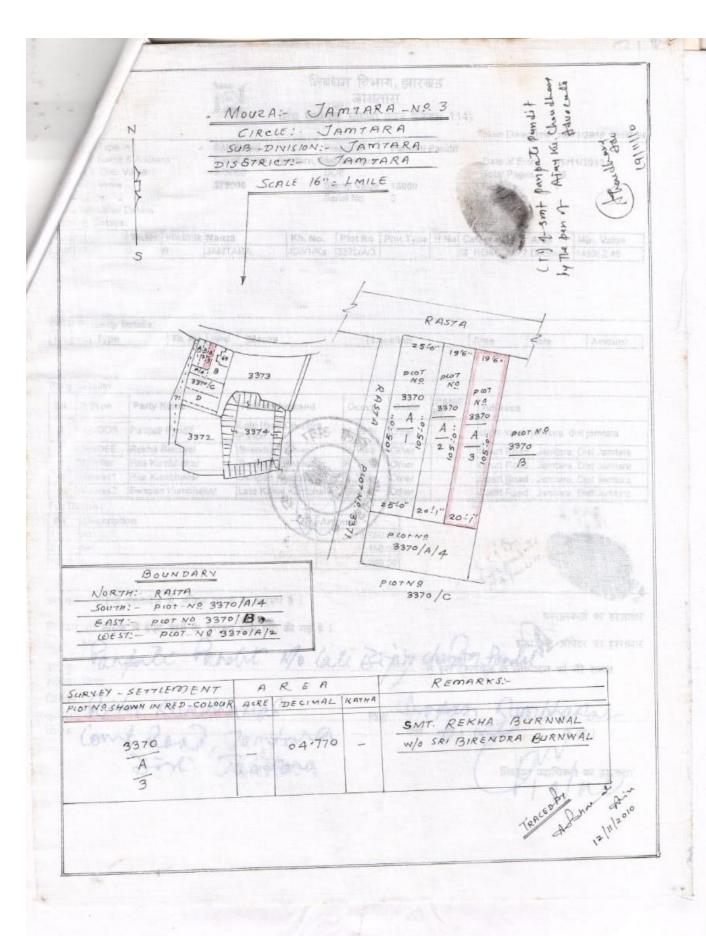
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o.7 Token Date: 19/11/2010 12:50:54 eed No./Year :363/318/2010 type: Sale Deed

1	Party Details	Photo	Thumb
	Panpati Pandit Father/Husband Name:Late Bijay Chandra Pandit (VENDOR) court road, jamtara, dist jamtara		
2	Rekha Barnwal Father/Husband Name:Birendra Barnwal (VENDEE) Court Road, Jamtara, Dist Jamtara	0	
3	Rita Kumbhakar Father/Husband Name:Swapan Kumbhakar (Identifier) Court Road, Jamtara, Dist Jamtara	0	
4	Rita Kumbhakar Father/Husband Name:Swapan Kumbhakar (Witness1) Court Road , Jamtara, Dist Jamtara	×	×
5	Swapan Kumbhakar Father/Husband Name:Late Kanai Kumbhakar (Witness2) Court Road , Jamtara, Dist Jamtara	× 12 TOTAL	×

Book No. 12 To Volume Page 363/318 Deed No 2010 19/11/2010<sub>1</sub>15:51:24 Year Date

District Sub Registrar

Signature of Operator



### निबंधन विभाग, झारखंड जामतारा

जांच पर्चा-सह घोषणा प्रपत्र (नियम 114)

Token Date/Time: 19/11/2010 12:50:54

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Name & Address

Sale Deed

Presenter Court Road , Jamtara, Dist Jamtara

Panpati Pandit Date of Entry

19/11/2010

Doc. Value ent Value

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DOE Stamp Value 15000 Serial No.

Total Pages Book

CNO/PNO

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Name of	Th.No.	Wrd/Hlk	Mauza	Kh. No.	Plot No	Plot Type	H No	Category	Area	Min. Value
	3	0	JAMTARA	408/1/Ka	3370/A/3			M_ROAD	4.77 Decimal	145952.46

0

Other Property Details: Property Type Th. No. Wrd Mauza Location Area Rate Amount

Party	arty Details:						
SN	Р Туре	Party Name	Father/Husband	Occup.	Caste	PAN/F	Address
1	VENDOR	Panpati Pandit	Late Bijay Chandra Pandit	H. Wife	Other		court road , jamtara, dist jamtara
2	VENDEE	Rekha Barnwal	Birendra Barnwal	H. Wife	Other	19/A 1	Court Road , Jamtara, Dist Jamtara
3	Identifier	Rita Kumbhakar	Swapan Kumbhakar	H. Wife	Other		Court Road , Jamtara, Dist Jamtara
4	Witness1	Rita Kumbhakar	Swapan Kumbhakar	H. Wife	Other	11111	Court Road , Jamtara, Dist Jamtara
5	Witness2	Swapan Kumbhakar	Late Kanai Kumbhakar	Service	Other		Court Road , Jamtara, Dist Jamtara

SN	Description	Amount
1	A10 has Massess to the same of	3,750.00
2	SP STATE OF THE ST	450.00
Total		4.200.00

उपरयुक्त प्रविष्टियाँ दस्तावेज में अंकित तथ्यो के अनुरूप है |

निवंधन पूर्व सारांश में इंपुट फार्म के अनुरूप डाटा इंट्रि की गई है |

प्रस्त्तकर्ता का हस्ताक्षर

ऑप्रेटर का हस्ताक्षर

उपरयुक्त स्वीकार किया

जिसकी