

58 Sale deed ₹ 9,00,000 Area 04-5000sq Munga mi hijam no 15 49



28/10/19

झारखण्ड JHARKHAND

01AA 076351



821/-  
Jafand  
ACW 28-4  
28-11  
KGI 300624  
200030

1) PRAHLAD RAI AGARWALLA  
2) SHANKAR LAL AGARWALLA  
THROUGH AUTHORIZED AND  
CONSTITUTED ATTORNEY TO  
SRI SUBHAS CHANDRA AGARWALLA  
VIDE POWER OF ATTORNEY  
No. - 53 OF 2013

*Subhas Chandra Agarwalla*

नियम 29 के अधीन ग्राह्यः भारतीय  
स्टाम्प - अधिनियम (इंडियन स्टाम्प  
ऐक्ट), 1956 की अनुसूची 1 या 2क,  
सं० 23 के अधीन यथावत्  
स्टाम्प-सहित (यै स्टाम्प-शुल्क से विमुख  
या स्टाम्प-शुल्क अपेक्षित नहीं)।  
नो. 2872/19

निबंधन पदाधिकारी  
2872/19



*Subhas Chandra Agarwalla*

**DEED OF SALE**

Value of the Property sold= Rs.9,00,000/-

(Rupees Nine Lakhs Thousand) only.

THIS DEED OF SALE is made on this the 29th day of February Two Thousand  
Nineteen;

BETWEEN

1) PRAHLAD RAI AGARWALLA  
2) SHANKAR LAL AGARWALLA

THROUGH AND  
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(i) SRI PRAHLAD RAI AGARWALLA, PAN No. ACMPA 9299D, (ii) SRI SUBHAS CHANDRA AGARWALLA, PAN No. ACMPA 9305J both sons of late Bajrang Lal Agarwalla, both by faith Hindu, both by occupation business, both resident of Salanpur, P.S. Salanpur, Sub-Division Asansol, District Burdwan, (iii) SRI SHANKAR LAL AGARWALLA PAN No. AGMPA 5187A, son of late Satya Narayan Agarwalla, by faith Hindu, by occupation business, resident of Barakar, P.S. Kulti, Sub-Division Asansol, District Burdwan herein after called the VENDORS; (Which expression unless repugnant or contrary to the context shall include their heirs, executors, administrators, successors, representatives and assigns) of the ONE PART; The VENDOR'S No. (i) and (iii) through their authorised agent and constituted attorney namely Subhas Chandra Agarwalla son of late Bajrang Lal Agarwalla by faith Hindu, by occupation business resident of Salanpur, P.S. Salanpur, Sub-Division Asansol, District Burdwan, through power of Attorney No. 53 dated 7.2.2013 duly registered before Addl. District Sub-Registrar Asansol, District Burdwan.

AND

ANITA KUMARI, Aadhar No. 2159 2715 0083, PAN No. EQYPK3077H, Wife of Pramod Kumar, by faith Hindu, by occupation House-wife, resident of Kashikund, P.O. Dhamna, P.S. Jhajha, District Jamui herein after 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 one Manmatha Nath Mukherjee by a Registered instrument of Permanent Basauri lease dated 25<sup>th</sup> February 1925 duly registered in the

1) PRAHLAD RAI AGARWALLA  
2) SHANKAR LAL AGARWALLA  
THROUGH  
CONSISTENTLY TO  
SRI SURESH CHANDRA AGARWAL  
WIDE POWER OF ATTORNEY  
No. - 53 OF 2013

*Suresh Chandra Agarwal*  
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Office of Sub Registration Office Jamtara as Deed No. 26 for the year 1925 granted by Binoy Bhusan Roy, the then land lord of Mouza Mihijam, obtained permanent basauri settlement of 6.18 acre of land out of Plot No. 845,846,860,876 and 668 of previous settlement that is Mr. Mcpherson Settlement and WHEREAS after obtaining the said settlement the said Manmatha Nath Mukherjee started possessing the above mentioned 6.18 acre of land out of the Plots mentioned above and continued to possess the same as absolute owner thereof with transferable basauri right therein and WHEREAS during the last survey settlement that is Mr. Gantzer's Settlement the above mentioned land were entered in basauri Khata No. 222/34 as Plots No. 1290,1292,855 and 854 of Mouza Mihijam in the name of Manmatha Nath Mukherjee and WHEREAS after the last Survey settlement the said Manmatha Nath Mukherjee continued to possess all the lands appertaining to Basouri Khatain No. 222/34 of Mouza Mihijam including Plot No. 1290 of Mouza Mihijam as absolute owner thereof with transferable basouri right therein and WHEREAS while in such possession the said Manmatha Nath Mukherjee died intestate sometime in the year 1943 leaving his widow Sureshwari Debi and five sons namely Gopal Chandra Mukherjee, Prabhat Kumar Mukherjee, Anil Mukherjee, Nirmal Chandra Mukherjee and Bimal Chandra Mukherjee and WHEREAS after the death of Manmatha Nath Mukherjee his above named heirs succeeded to the above mentioned lands left by Manmatha Nath Mukherjee and entered into joint possession thereof and WHEREAS while in such joint possession Sureshwari Debi died in the year 1951 whereupon her interest in the above mentioned land was succeeded by her above named five sons and WHEREAS Gopal Chandra Mukherjee died in the year 1973 leaving his widow Smt. Debjani Debi and two sons namely Salil Kumar Mukherjee and Samir Kumar Mukherjee and WHEREAS Samir Kumar Mukherjee died leaving his widow Smt. Bithi Mukherjee and only daughter Kumari Sukla Mukherjee and WHEREAS Prabhat Kumar Mukherjee another son of late Manmatha Nath Mukherjee died in the year 1962 leaving his widow Smt. Prativa Debi, one son Sukumar Mukherjee and four daughters Roma Roy, Anita Chatterjee, Bani Mukherjee

1) PRAHLAD RAI AGARWALLA  
2) SHANKAR LAL AGARWALLA  
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Sd/- Chandra Agarwalla

and Aruna Chatterjee and WHEREAS Bimal Chandra Mukherjee youngest son of late Manmatha Nath Mukherjee died without any issue leaving his widow Aloka Debi as his heirs and successors and WHEREAS the above mentioned surviving heirs of Manmatha Nath Mukherjee namely (i) Smt. Debjani Debi, (ii) Salil Kumar Mukherjee, (iii) Smt. Bithi Mukherjee, (iv) Kumari Sukla Mukherjee, (v) Smt. Pratiba Devi, (vi) Sri Sukumar Mukherjee, (vii) Smt. Roma Roy, (viii) Smt. Anita Chatterjee, (ix) Smt. Aruna Chatterjee, (x) Smt. Bani Mukherjee, (xi) Anil Mukherjee. (xii) Sri Nirmal Chandra Mukherjee, and (xiii) Smt. Aloka Debi while in such possession the above mentioned lands of basouri Khatian No. 222/34 by a registered Deed of Sale dated 20<sup>th</sup> April 1974 duly registered before the registrar of Assurance Kolkata as deed No. 2387 of 1974 sold 6.18 acre of land out of the lands of Khatain No. 222/34 including Plot No. 1290 of Mouza Mihijam to Sri Prahlad Rai Agrawalla, Sri Subhash Chandra Agarwalla and Sri Shankar Lal Agarwalla namely the VENDORS herein and WHEREAS after the said purchase the VENDORS entered into possession of the said 6.18 acre of land purchased by them and continued to possess the same along with all building and structures thereon as joint owners thereof with basauri right therein and WHEREAS the VENDORS have got their name mutated in the Office of the Circle Officer Jamtara and a New Khatian being Khatian No. 222/34/1 has been creating in the name of the VENDORS and also got their name entered in the office of the Nagar Parishad Mihijam and WHEREAS the VENDORS have already sold portion of Plot NO. 1290 of Mouza Mihijam by different sale deeds to different persons and WHEREAS the VENDORS are seised and possessed of the remaining portion of Plot No. 1290 along with all other lands appertaining to basouri khatian No. 222/34 as joint owners thereof with transferable basouri right therein and WHEREAS the VENDORS are in need of money for their business and are desirous of selling a portion out of their above mentioned land bearing Plot No. 1290 of Mouza Mihijam and WHEREAS the PURCHASER intends to purchase a portion of land out of Plot No. 1290 of Mouza Mihijam more fully described in the schedule below and shown as Plot No. 1290/C/30

1) PRAHLAD RAJAGARWALLA  
2) SHANKAR RAJAGARWALLA

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RAJAGARWALL  
VIDE POWER OF ATTORNEY  
No. - 53 OF 2013

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*Ramesh Chandra Rajaguru*

in red colour in the map annexed herewith measuring 04.500 Decimals and hereinafter called the said land and WHEREAS the VENDORS have agreed with the PURCHASER for the sale of the said land for a consideration of Rs. 9,00,000/- (Rupees Nine Lakhs )only:

**NOW THIS DEED WITNESSES AS FOLLOWS:-**

1. That in pursuance to the aforesaid agreement and in consideration of Rs. 9,00,000/- (Rupees Nine Lakhs )only already paid by the PURCHASER to the VENDORS through RTGS which the receipts whereof the VENDORS hereby acknowledge, the VENDORS hereby convey, sell, transfer and assign to the PURCHASER absolutely and forever all the land described in the schedule below and shown in red colour in the map annexed herewith as Plot No.1290/C/30 out of Plot No. 1290 of Mouza Mihijam and all their right, title, interest, claim and demand whatsoever therein and every part thereof .
2. That the VENDORS hereby covenant with the PURCHASER and the said property shall be quietly entered into and be held and enjoyed by the PURCHASER without any interruption or disturbance by the VENDORS or any person claiming through or under them and without any lawful disturbance by any other person who-so-ever.
3. That the property hereby sold is free from all encumbrances.
4. That the VENDORS hath good title and right to convey the PURCHASER in the property hereby sold.
5. That the interest hereby transferred subsists and the VENDORS hath power to transfer the same.
6. That the PURCHASER shall get her name mutated in respect of the property described in the schedule below in the Registrar of the state of Jharkhand maintained for the purpose.

1) PRAHLAD RAJ AGARWALLA  
2) SHANKAR AGARWALLA  
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SRI  
VIVEK AGARWALL  
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*Subhas Chandu Agarwal*

7. That the PURCHASER will be bound to pay rent for the lands described in the schedule below to the State of Jharkhand at the rate fixed from time to time.
8. That the VENDORS will at the cost of the persons 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 VENDORS will always keep the PURCHASER harmless and indemnified against all losses, damages, costs and expenses which the PURCHASER may sustain or incur by reason of any claim being made by anybody who-so-ever to the said property or in respect any arrears of rents due there from.
10. That the VENDORS will return to the PURCHASER the consideration money in cash, 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 the title of the VENDORS in the same .
11. That the land hereby sold basauri, transferable and vacant.
12. That the land hereby sold is for residential purpose and side road.

IN WITNESSETH the VENDORS have signed this Deed of Sale on this the 28<sup>th</sup> Day of February 2019.

#### S C H E D U L E

In the District of Jamtara, Sub-Division and sub- registry office Jamtara, P.S. Jamtara (Mihijam) in Mouza Mihijam No. 15, ward No. 06 within Mihijam Nagar Parishad, Holding No. 0060000319000M0 appertaining to Basauri Khatian No. 222/34/1, volume No. 6 page No. 117, out of survey settlement Plot No. 1290 all that portion of



1290/C/30



1290/C/30

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land shown as Plot No. 1290/C/30 measuring 04.500 decimals (Zero Four point Five Zero Zero Decimals) in red colour in the map annexed herewith bounded as follows:-

- On the North by Plot No. 1290/C/29,
- On the South by Plot No. 1290/B,
- On the East by Plot No. 1290/C/31 and
- On the West by Kelahi village Road.

**Signature of Witnesses:-**

1. Gurmmeet Singh.  
 S/o Lt. Mahendra Singh.  
 B.M. Dutta Road  
 Mehiglam. Jamtara.

2. ਪ੍ਰਭਾਕਰ ਸਿੰਘ  
 ਸ/ਓ. ਐਚ. ਚੰਦਰਾ ਆਗਰਵਾਲਾ  
 ਅੱਦ - ਚੰਦਰਾ ਆਗਰਵਾਲਾ  
 ਨੰਬਰ - 53

- 1) PRAHLAD RAI AGARWALLA
- 2) SHANKAR LAL AGARWALLA

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Signature of Vendors

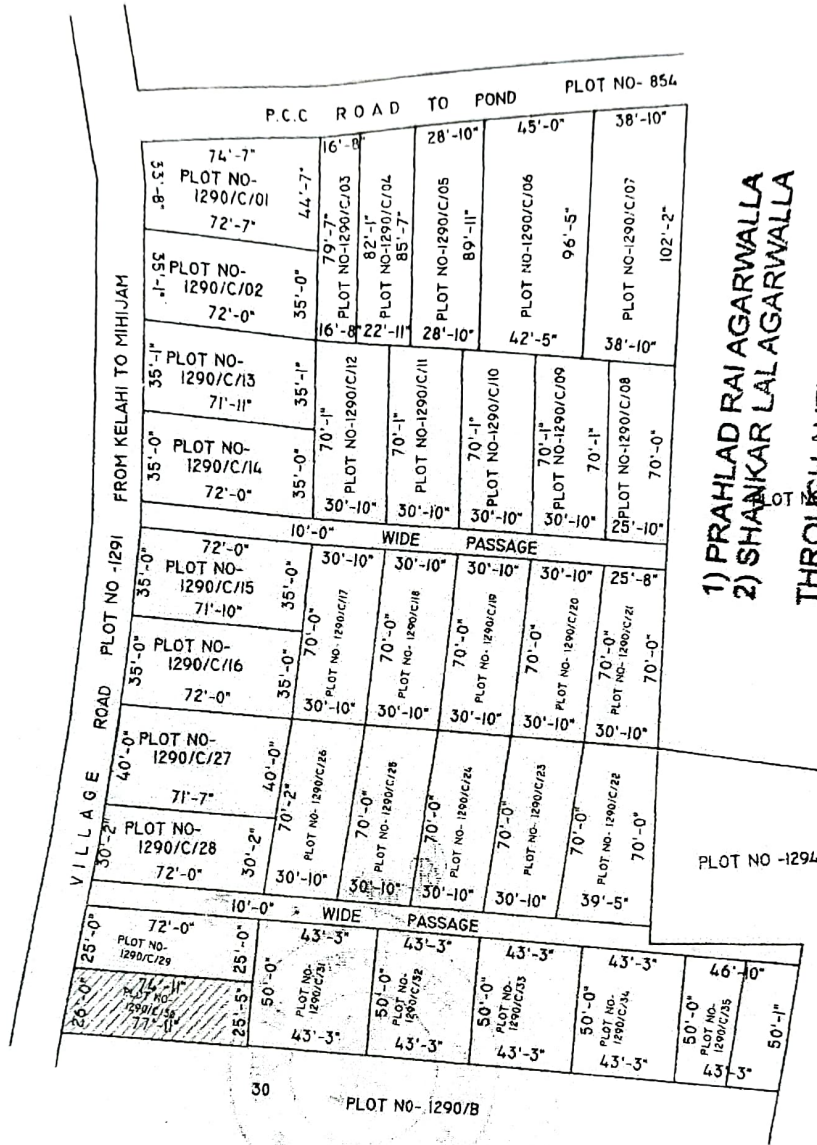
Certificate

This Deed of sale is drafted by me as per the statement of the Vendors and the purchaser named above and explained the contents and terms of the Deed of Sale to them which they accept true and signed in my presence and witnesses who also signed in my presence. Also certified that the finger print of the left hand of the person whose Photographs are affixed herewith have been obtained by me.

Jay Kr. Chaudhary  
 Advocate, Jamtara.  
 28/11/19



**MIHIJAM NAGAR PARISHAD**  
**WARD NO-06**  
**MOUZA:-MIHIJAM NO-15**  
**P.S:-MIHIJAM, S.C:-MIHIJAM**  
**SUB DIVISION:-JAMTARA**  
**DISTRICT:-JAMTARA**



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SURVEY SETTLEMENT PLOT NO SHOWN IN RED COLOUR	AREA		REMARKS:-
	ACRE	DECIMAL	
1290/C/30	----	04.500	SMT. ANITA KUMARI W/O SRI PRAMOD KUMAR

TRACED BY:-  
*A. B. Sharma*  
 CA