

अभिनेत की कारण है और अविकास show a sing stat sweet on & there किंदी राज्य है अपस्क है अह

This Deed of Absolute Sale by

Conveyance made this the day 3th. of January, 1994

Between (1) Sri Suraj Pyasad (2) Sri Chandra Prasad (3) Sri Kameshwar Prasad, (4) Sri Shambhu Prasad sons of Late Ram Tahal Ram 45) all by faith Hindu, by profession business, etc., resident of Hirapur, Police Line, P.S. Dhanbad, District Dhanbad, hereinafter called the VENDORS (which expression shall unless excluded by or repugnant to the context be deemed to include their heirs, executors, administrators, representatives and assigns) of the One Part.



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(1) Awadh Kishore Sahay So Late
Shitala Nand Lalla ,(2) Smt. Savitri Devi Wo
Sri Awadh Kishore Sahay,(3) Amarendra Kumar Sahay
(4) Amitesh Kumar Sahay son of Sri Awadh Kishore
Sahay, (5) Smt. Poonam Sahay W/o Amarendra Kumar
Sahay,(6) Kumari Savita Sahay D/o Awadh Kishore
Sahay by occupation business, resident of Hirapur
P.S. and District Dhanbad, hereinafter called the
PURCHASER which expression shall unless excluded
by or repugnant to the context be deemed to include
his heirs, executors, administrators and representatives and assigns of the Other Part.

WHEREAS Ram Tahal Ram constructed 4

(Four) residential Quarters with the oral permission of Ex-land lord Raja Shiv Prasad Singh in the year 1928 on sanctioning plan from the Dhanbad

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Municipality dated 2.3.28 signed by 3ri J.C.

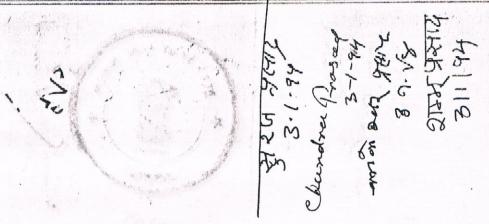
Mallick, the then Chairman and in possession of
the same under various acts of possession with
generations together.

and constructions being completed Sri Ram Tahal
Ram all along in possession thereof by realising
rents from individual tenants of the units and also
equally enjoying vacant space left and Ties as per
Plan sanctioned by Municipality on the Southern side
and Northern side of the buildings as aforesaid.

AND WHEREAS to avoid future troubles and other complications ex-land lord Raja Shiva Prasad

AK. Sahay





as 4 as

Singh settled 10 Kathas of land by a Tikuri Indenture of Perpetual Lease, in thename of Ram Tahal Ram by a perpetual Tikuri Patta No.3240 dated 19.9.1934 on stipulated rent of Rs.60.00 (Sixty) excluding cesses.

and whereas Ram Tahal Ram prior to settlement as well as after settlement is in exclusive possession of lands and the buildings thereof as per terms and conditions of lease Deed No.3240.

AND WHEREAS Ram Tahal Ram died leaving 4 sons as his legal heirs.

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AND WHEREAS the Vendors inherited the properties of Late Ram Tahal Ram and are in peaceful and undisturbed possession thereof by exercising diverse acts of possession as well as by realising rent from the monthly tenants and paying Municipal Taxes and ground rents to the appropriate authority and the property though joint in nature and in possession, but for family advantages and conveniences the premise sold today as per Municipal record recorded in the name of Shri Suraj Prosad i.e. one of the Vendors.

of Cash Money for their necessary expenses and smooth livelihood expressed their desire to sell

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the below mentioned property to the purchasers for the highest consideration of Rs. 2,00,000.00 (Rupees Two lacs) only.

AND WHEREAS the Purchasers have agreed to purchase the same for Rs. 2,00,000.00 (Rupees Two lacs) only.

NOW THIS DEED OF ABSOLUTE SALE WITNESSETH :

That out of total of Rs. 2,00,000.00

(Rupees Two lacs) only is paid in presence of the District Sub-Registrar, Dhanbad and the receipt whereof the Vendors doth hereby admit and acknowledge. The Vendors further doth hereby grant,

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convey, transfer and assign unto the Purchasers, by way of absolute sale all that piece and parcel of Homestead land with Four rooms, verandas, store, Kitchen, Servant room, Court yard, compound walls on the Southern side and latrine with safety tank and open land 5'lo" infront i.e. on the Nothern side and 4'lo" on the Southern side i.e. on the back side of the building including all fittings and fixtures etc. morefully described in the Schedule'A' below and also deleneated in the plan attached herewith marked Red with all right, title, interests together with all the liberties, easement advantages and benefits etc. annexed and appurtunen thereto with all paths and pass

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passages etc.

To have and to hold the same unto the purchaser ever subject to payment of ground rent to the State of Bihar and Municipal taxes to Dhanbad Municipality commencing from the date of execution of this instrument.

The Vendors doth hereby declares that they have good perfect and valid title to the property hereby conveyed and is absolutely free from all encumbrances, mortgages, charges, lien, notices, injunctions and liabilities.

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The Vendors hereby declares that if in future due to any defect of title of the Vendors or of any reason or reasons whatsoever the Purchaser is put to any loss or deprived of the property the Vendors shall remain liable to compensate thoselosses and the deprivation.

have not hereto before done or entered into any agreement of transfer or otherwise with any person or persons whatspayemer.

The Vend
2/8/2005 have paid or will

The Vendors hereby declares that they have paid or will pay all the arrear taxes and



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and rents till this day and from this day the Purchasers will pay all taxes and rents in their names.

The purchasers will enjoy all the vacant space as per Municipal Plan dated 2.3.28 infront and on the back of the conveyed property which the Vendors are enjoying till this day and the Purchasers will henceforth have the full power to enjoy the same.

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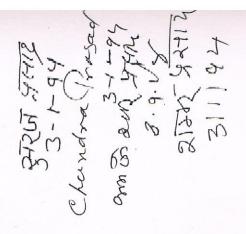
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The Vendors hereby also declares that if and when the Purchasers required to execute Deed etc. they will execute such deeds at the cost of the Purchasers for perfecting the title of the Purchasers.

The Purchasers shall get their names, mutated in the Serista of the landlord i.e. State of Bihar as well as in the Office of Dhanbad Municipality.

It is further agreed and settled that if the Purchasers construct any building by dismentaling the original wall, in such cases

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Purchasers will first construct his own wall attach to the wall of the Vendors situated on the Western side then proced for other dismentaling etc.

The Purchasers have gone through the title of paper inrespect of the conveyed property as well as the record of Execution case No. 7/76 of the Court of Addl. Munsif, Ist. Court, Dhanbad.

In witness whereof the Vendors put their signatures this the day, and year above mentioned

SCHEDULE 'A'

Homestead land with one building with constructions etc. situated in Mouza Hirapu P.S. and Municipality Dhanbad Mouza No. 7, Khata No. 109, Plot No. 1107 covering Eastern 2½ Katha (Two & half Katha) portion (with area) out of total area of 10 Kathas including all fittings, fixtures etc. thereon.

The afore<u>anid premise being portion</u> of

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Dhanbad Municipal Holding No. 88 Ward No. 4 (old holding Jo.67) butted and bounded as follows

Own vacant land thereafter Gyan Mukherje North: Road (Municipal Road).

Khas land and Dharam Prakash Sharma. South :

Municipal lane (Road) and thereafter East: house of Sri H.G. Chatterjee.

West: Holding No. 89 (old holding No.68) Vendors house , Requision house by D.C .Dhanbad.

Chandra Prose

Plan attached, marked with he

WITNESSES

2. Mand Kishan Simba of Chiragana. STRIT HOTE.

3. Mand Kishan Simba of Chiragana. STRIT HOTE.

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LINE PLANSHOWING RED MARKED PART OF PLOT NO 1107 KINATA NO 109. MOUZA NO 7 AT' MOUZA HIRAPUR. DIST. D HANBAD AREA 2 KATHAS SOLD BY SRI SURAJ PRASAD(2) SRI CHANDRA. PRASAD 3 SRI KAMESH PRASAD(4) SRI SHAMBHU PRASAD.S/O LATE RAM TAHAL RAM OF HIRAPUR, PULICELINEDIST.

DHANBAD.

TO AWADH KISHORE SAHAY. S/O LATE SHITALA NAND LALLA

(2) SMT! SAVITRI DEVI W/O AWODH KISHORE SAHAY.

(3) AMORANDRA KUMAR SAHAY(4) AMITESH KUMAR

(5) SMT! POOMAM SAHAY. W/O AMARENDRA KUMAR

(5) SMT! POOMAM SAHAY. W/O AMARENDRA KUMAR

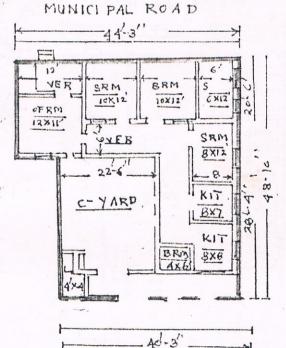
AWADH KISHORE SAHAY OFHIRAPUR

DHANBAD.

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Ax. Sahay 18/2005