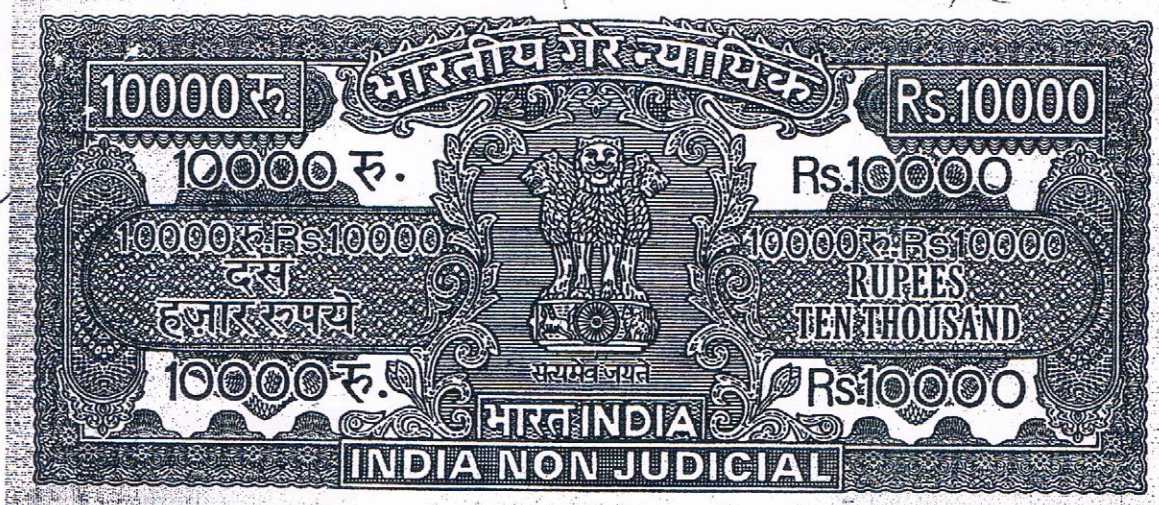


7743 (700000/-) (28500) 7358

8935



Declaration on 20/1302 dt 23.6.08
Applicant on 03.2.04 dt 23.6.08

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Handwritten notes and signatures on the left side of the page, including the date '23.6.08'.

Handwritten signature and date '23.6.08' in the center of the page.

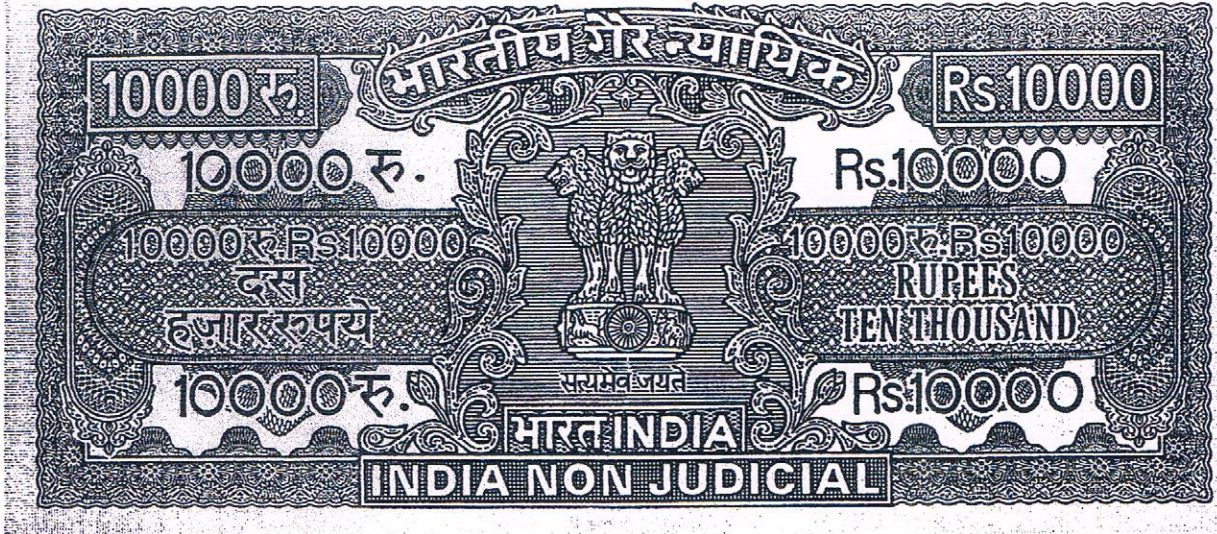


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Fee Bond
7000 = 10
2.50
7003.44

DEED OF ABSOLUTE SALE

THIS DEED OF ABSOLUTE SALE made this the 23rd day of June Two Thousand Eight by and between SMT. SHANTI DEVI wife of Late Pramanand Rai by faith Hindu, by caste Bind, by occupation house-wife, resident of Ramtahal Barrack, Hirapur, Near Police Line, P.O. & P.S. Dhanbad, Sub Division and District Sub Registry Office and District Dhanbad (Jharkhand) at present residing at Qr. No.2458 Sector VIII-B, Street No.26, B.S. City, Bokaro (Jharkhand) hereinafter called and referred to as the **V E N D O R** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include



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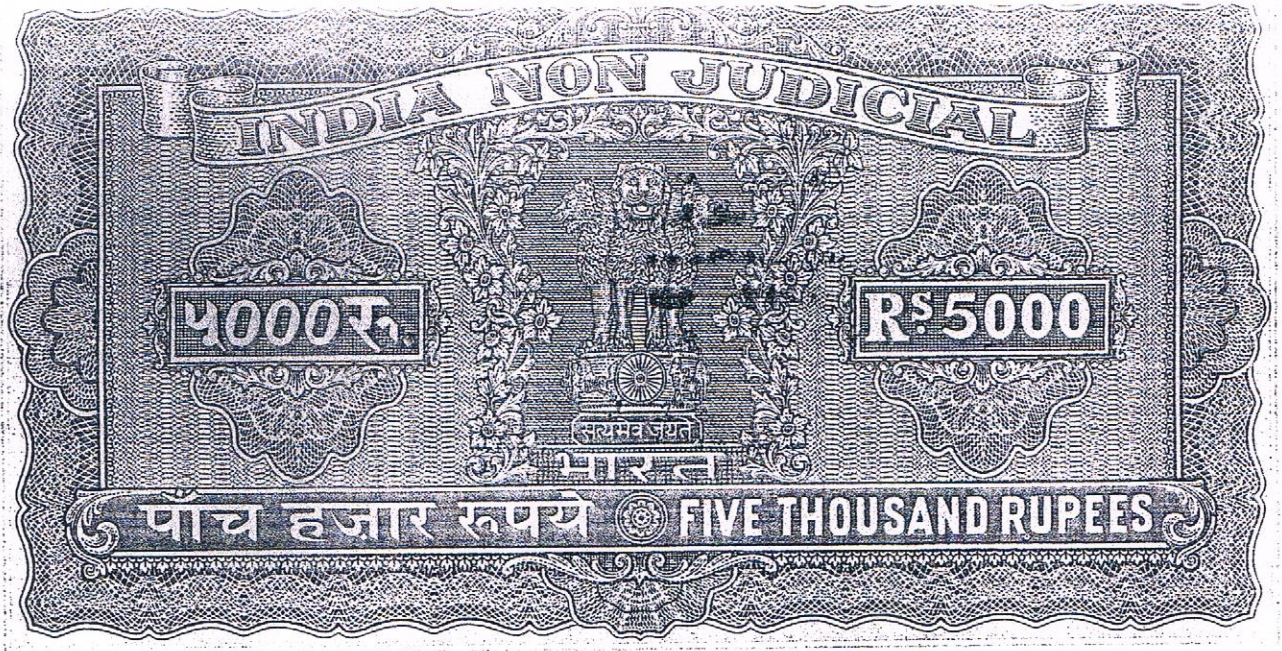
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- 2 -

her heirs, executors, successors, administrators, legal representatives and assigns) of the ONE PART. [Indian Citizen]

AND: IN FAVOUR OF

SRI CHANDAN KUMAR LALA son of Late Suraj Narayan Lal by faith Hindu, by caste Kayastha, by occupation business resident of Gyan Mukherjee Road, Hirapur, Dhanbad, P.S. Dhanbad Sub Division and District Sub Registry Office and District Dhanbad (Jharkhand) herein-after-called and referred to as the **PURCHASER** (which expression shall unless excluded by or repugnant to



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- 3 -

the context be deemed to mean and include his heirs, executors, successors, administrators, legal representatives and assigns) of the OTHER PART. [Indian Citizen]

WHEREAS Late Ramtahal Ram, the grandfather-in-law of the vendor had acquired various land in Mouza Hirapur and other Mouza including 10 Kathas land of Plot No.1107 under Khata No.109 Khewat No.1 situated in Mouza Hirapur Mouza No.7 within Dhanbad Municipality now Dhanbad Municipal Corporation, old ward No.1, New ward No.4 by registered Patta No.3240 dated



शान्ति देवी
23/6/08

- 4 -

19/9/1934 from ex-landlord Jharla Raj Estate which is entered in Book No.1 Vol. No.33 pages 52 to 55 for the year 1934.

AND WHEREAS, the said Ramtahal Ram came in possession of the aforesaid 10 Kathas land by virtue of said registered Patta and constructed four single storied building on equal land of the said Plot and let out the same to different tenants.

AND WHEREAS, the said Ramtahal Ram paid rent to the State for the aforesaid land and holding tax to Dhanbad Municipality regularly till his death.



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- 5 -

AND WHEREAS, the said Ramtahal Ram died leaving behind his four sons, namely, Suraj Prasad, Chandra Prasad, Kamleshwar Prasad and Shambhu Prasad who after the death of their father came in possession of the aforesaid property along with other properties of their father and subsequently they amicably partitioned the aforesaid property along with other properties left by their father.

AND WHEREAS, in the said amicable partition one of the single storied house situated over the land bearing Plot No.1107 under Khata-No.109 being Holding



शान्ति देव
23/6/08

- 6 -

No.89 which is described in the schedule below along with other properties fell in the share of the father-in-law of the vendor, Late Kamleshwar Prasad.

AND WHEREAS, brothers of Late Kamleshwar Prasad have sold their respective holdings situated over Plot No.1107 under Khata No.109 of old ward No.1 to their purchasers who are in possession of the same.

AND WHEREAS, holding No.89 which fell in share of the father-in-law of the vendor was in occupation of tenant at the time of partition and subsequently Sri Dhani Ram Tudu, Executive Magistrate, Dhanbad came in occupation of the

9/11/18
23/6/08

- 7 -

said holding on monthly rent against whom the father-in-law of the vendor had filed suit for eviction being T(E) S. No.-8/90 later on the father of the purchaser came in occupation of the same hence he was added as party (defendant) in the said eviction suit which was decreed in favour of the father-in-law of the vendor.

AND WHEREAS, the father of the purchaser filed appeal against the said judgment and decree being T(E) S. No.- 19/04 against the father-in-law of the vendor.

AND WHEREAS, unfortunately the father of the purchaser died during the pendency of the aforesaid appeal hence purchaser's mother Smt. Yasoda Lala has been substituted in place of his father as appellant.

AND WHEREAS, unfortunately the father-in-law of the vendor also died during the pendency of the said appeal hence her husband Late Parmanand Rai was substituted as respondent in the aforesaid appeal.

AND WHEREAS, unfortunately the husband of the vendor also died during the pendency of the said appeal hence she has been substituted in place of her husband and she is contesting the said appeal.

AND WHEREAS, the vendor herein is the absolute owner of the said property.

AND WHEREAS, the parties of the said appeal agreed to settle long-standing dispute and accordingly the purchaser, the son of the original defendant of T(E) S. No.- 19/04, expressed his desire to purchase the aforesaid holding No.89 New Ward No.4 (Old Ward No.1), of Dhanbad Municipal Corporation is in his occupation and the vendor agreed to sell her said property morefully described in the schedule below.

AND WHEREAS, during the course of negotiation the price of the property described in the schedule below has been fixed Rs.7,00,000/- only (Rupees Seven Lakhs) only and both the parties mutually agreed to sell and purchase the said property on a valuable consideration of Rs.7,00,000/- (Rupees Seven Lakhs) only.

NOW THIS DEED OF ABSOLUTE SALE WITNESSETH THAT in pursuance of the agreement for sale and in consideration of a sum of Rs.7,00,000/- (Rupees

23/6/08
2019/5

- 8 -

Seven Lakhs) only paid by the purchaser to the vendor the receipt whereof the vendor doth hereby admit and acknowledge in full and final settlement.

The Vendor doth hereby grant, convey, transfer, assign, absolutely and forever all that property morefully described in the schedule below together with all right, title and interest therein.

TO HAVE AND TO HOLD the same hereby conveyed unto the use of the purchaser absolutely and forever.

That the vendor now has good, valid and subsisting title of the said property morefully described in the schedule below hereby transferred or expressed so to be in the manner aforesaid and the purchaser shall hereafter peaceably and quietly hold, posses and enjoy the same by constructing other and further houses and structures thereon, by making garden, by digging well and either by living thereon or by letting out the same to any person or persons and in any way or manner with power to transfer the same by sale, gift or otherwise whatsoever nature without any hindrance or interruption by the vendor or any person or persons claiming right through her and the vendor shall and will from time to time upon the request and at the cost of the purchaser do and execute all such acts, deeds and things for further and more perfectly assuring the said property and every part thereof and placing the purchaser in possession of the same according to the true intent and meaning of these presents as shall or may be required.

That the vendor has not transferred or encumbered the said property or has not mortgaged, or encumbered the said property or any part thereof in any way or manner. If it is found later on that the vendor has in any way or manner transferred or encumbered the said property or any part thereof or due to the defect of title of the vendor the purchaser suffer any loss of whatsoever nature the vendor along with all her heirs and successors shall at all times be liable to compensate the purchaser and indemnify him in every respect thereof.

That the purchaser shall here after pay an annual rent of Rs.2.50 paises only with all cesses to the present landlord the state of Jharkhand and shall get his name mutated with the Lad Lord Sheresta the State of Jharkhand. The purchaser shall also pay the holding Tax to Dhanbad Municipal Corporation and shall get his name recorded thereto.

23/6/08
23/6/08

- 9 -

The vendor shall remain bound to give her full consent and all sort of help and assistance for the purpose of mutation in the name of the purchaser in the Landlord Sheresta the State of Jharkhand and Dhanbad Municipal Corporation.

SCHEDULE

All that piece and parcel of Rayati right of land in Mouza :- HIRAPUR P.S. Dhanbad Sub division and District Sub Registry office and District Dhanbad Mouza No.7 Municipal Ward No.4, Holding No.89, Khata No.109 (One Hundred Nine) Plot No.1107 Area more or less 2.5 Kathas (Two and Half Kathas) i.e. 4.12 Decimals of lands together with a single storied house standing thereon sold herewith. [Plinth Area 850 sft. Constructed in the year 1953]

Butted and Bounded by:-

North :- Gyan Mukherjee Road.

South :- Gali.

East :- A.K. Sahay.

West :- Dhiren Chattaraj.

Value of Land Rs.3,92,000/-

Value of House Rs.3,08,000/-

Total Value Rs.7,00,000/-

IN WITNESSES WHEREOF THE VENDOR doth hereby set and subscribe her respective hands out her own free will in this day, month and year first above written having received the full and final consideration money in presence of the witnesses in her sound health state of mind and without any misrepresentation, fraud, undue influence or coercion.

Certified that the duplicate is the true and exact copy of the original

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23/6/08

WITNESSES

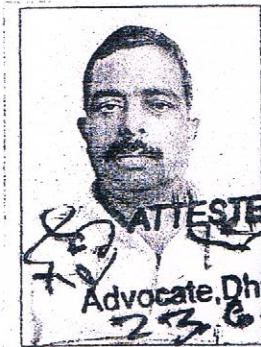
1. Rajesh Kumar
2. S/o Late Ramadhar Rai
Sector - 8/B Bokaro
23/6/08
3. Rakesh Ranjan

Sector - 8/B Bokaro
Page 9 of 10 23/6/08

23/6/08
P. S. & Co.

- 10 -

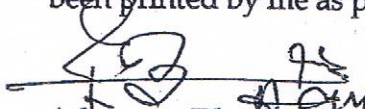
PHOTOGRAPH AND FINGER PRINTS OF THE PURCHASER:-



Chandan Kumar Jela 23/6/08
(SIGNATURE)
PAN NO. ABAPL1040J



Certified that the finger prints of the left hand of the parties whose photograph is affixed in the document have been duly obtained before me, and the deed has been printed by me as per draft given by the parties :-


Advocate, Dhanbad.
23/6/08
D. No. 1627/03