

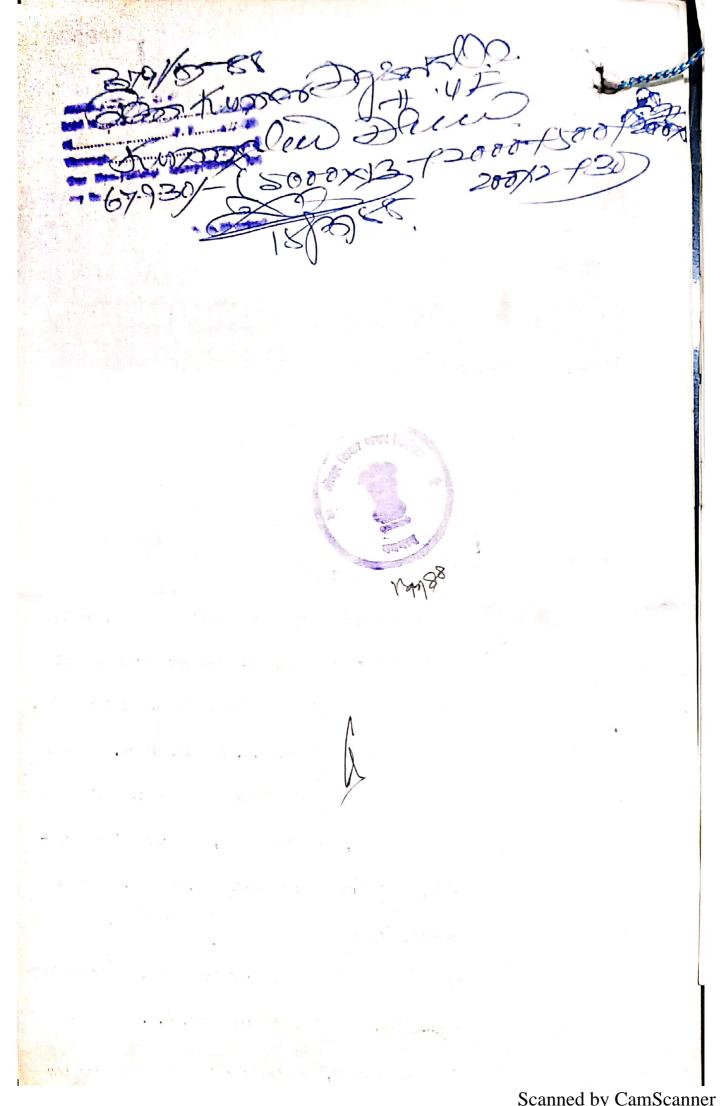
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of (1) RAM KUMAR AGARWALLA (HUF) a Hindu, undivided
Training Family through its Manager and Karta Sri
Ram Kumar Agarwalla son of Late Puran Mal Agarwalla,
residing at Kusmatand, P.O. Pargha, Distt. Dhanbad

(2) SRIMATI MEENA DEVI AGARWALLA wife of Shri Shankar
Lal Agarwalla, by faith Hindu, by occupation house—
wife, residing at Kusmatand, P.O. Pergha, District
Dhanbad (3) SRIMATI REKHA DEVI AGARWALLA wife of
Sri Inderlal Agarwalla, by faith Hindu, by occupation
house wife, residing at Kusmatand, P.O. Pergha,
District Dhanbad, hereinafter jointly and severally





-; 3 :-

which expression shall unless excluded by

or repugnant to the context be deemed to mean

and include their respective heirs, executors,

administrators, assigns legal representatives etc.

of the OTHER PART.

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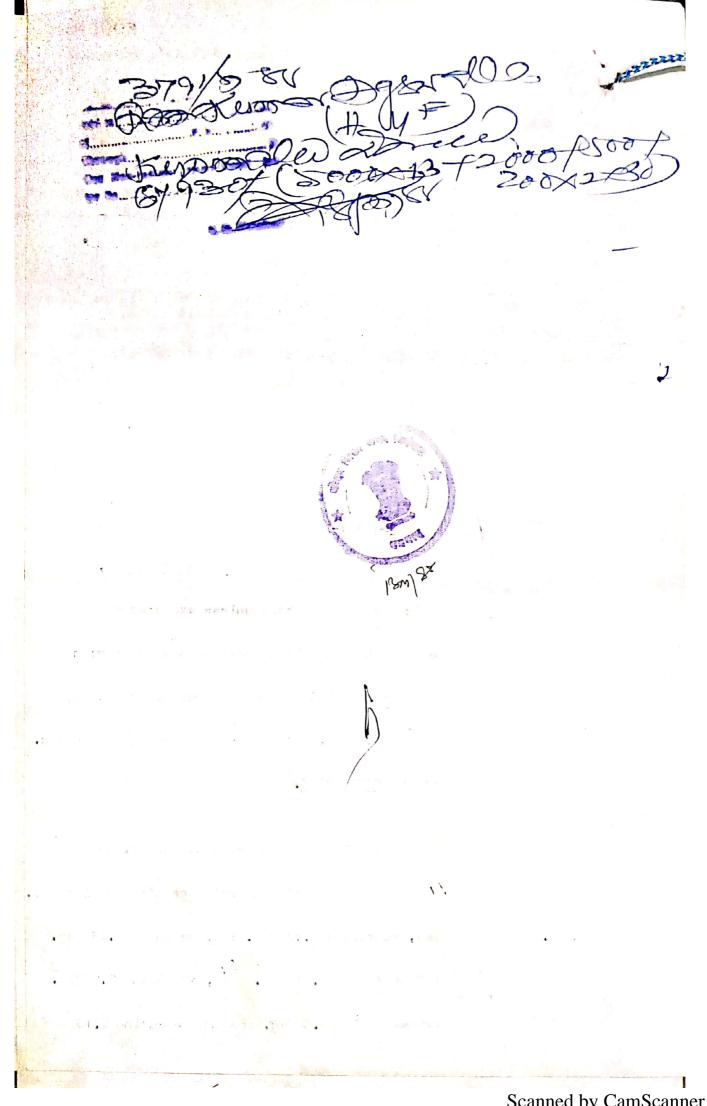
WHEREAS the Vendor purchased all that

piece and parcel of land being portion of plot nos.

183, measuring 0.72 dec. 196, measuring .15 dec.

197 measuring 0.11 dec. 198, measuring 0.4 dec.

199 measuring 0.5 dec. and 200 measuring 0.10

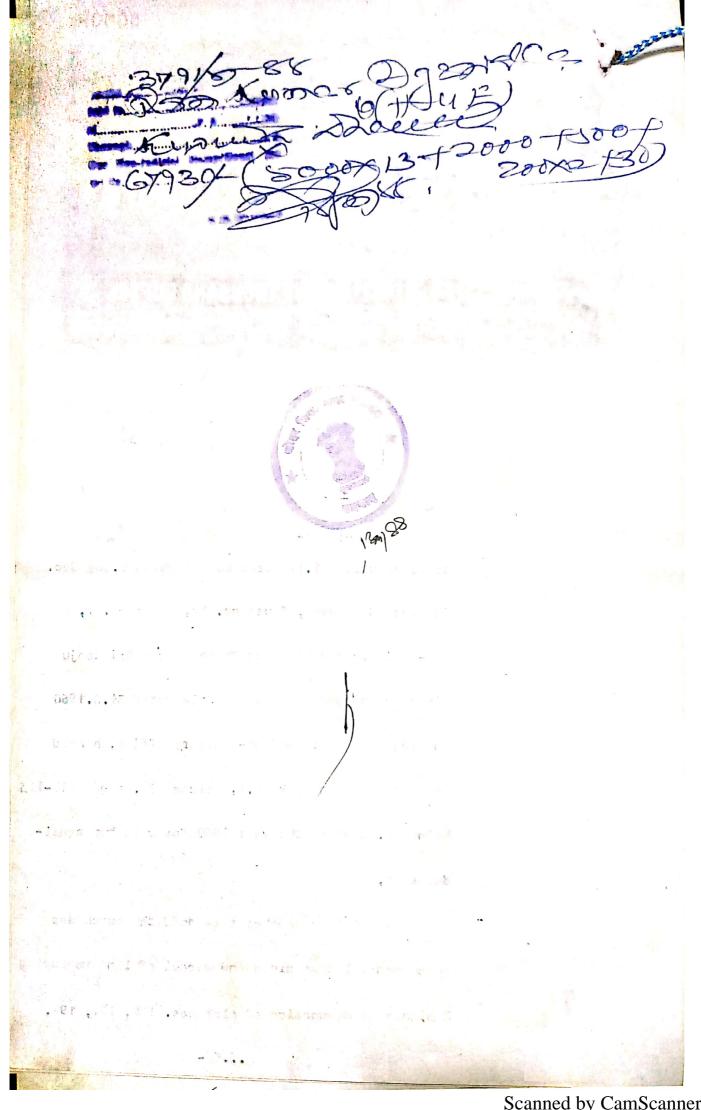






total measuring 1.17 acres out of which 0.58½ dec. in Mouza Kalakusma, Mouza no. 12, khata no. 1, sub-registry and District Dhanbad from Sri Kenju Singh by and under a Deed of Sale dated 31.3.1960 and registered at the Sub-registry office, Dhanbad and recorded in Book No.1, Volume 33, pages 110-113 being no. 4892 of the year 1960 for valuable consideration, A N D

WHEREAS by another sale deed the purchaser purchased all that piece and parcel of land measuring 2 bighas being portion of plot nos. 190, 191, 192,





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193, 194 in Mouza Kala Kusma, Khata no. 30, Subregistry and District Dhanbad from Suphal Mahato
and others by and under sale deed dated 27.3.1962
and registered at the Sub-registry Office at Dhanbad
and recorded in book no.1, volume 34, pages 474-476
being no.3806 of the year 1962 for valuable consideration A N D

WHEREAS after the purchaser of the aforesaid lands the vendor fully seized and possessed thereof by mutating her name in records of the State of Bihar and by paying taxes and by giving a boundary

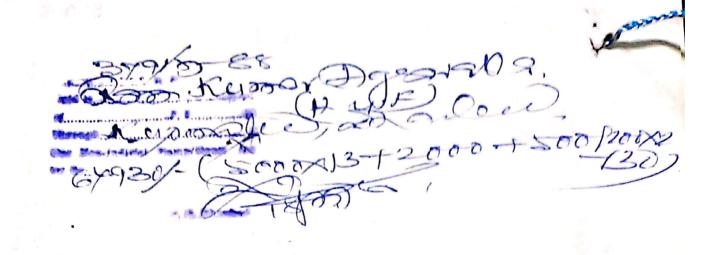


wall and constructed a residential house on a portion of the same and has all along been in quiet and peaceful possession of the said lands and the structures standing thereon in her own right as owner thereof A N D

WHEREAS the aforesaid lands and the building thereon is morefully described in the schedule below AND

WHEREAS the aforesaid lands and the building thereon is morefully described in the schedule below

AND







-; 7 :-

WHEREAS the aforesaid lands and the building thereon is morefully described in the schedule balow A N D.

WHEREAS the vendor being in need of money expressed her desire to sell and dispose off the said schedule premises to an intending purchaser A N D

WHEREAS the purchasers having come to know of this intention of the vendor offered to purchase the said schedule premises A N D

and discussions the vendor agreed to sell the said

premises and the purchasers agreed to purchase





the same for a total consideration of Rs. 5,50,000/-(Rupees: five lakhs fifty thousand only) which was the highest offered received by the vendor, A N D

WHEREAS the purchaser paid a sum of Rs.

51,000/- (Rupeds: fifty one thousand only) by way of advance and/or part consideration to the vendor on 7.3.88 byBank Draft % and belance is being paid this day.

NOW THIS DEED OF SALE WITNESSETH:-

That in consideration of the sum of Rs. 5,50,000/- (Rupees: five lakhs and fifty thousand only) paid by the purchasers to the vendor-



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R.51,000/- peid in advance on 7.3.88, and the balance of R. 4,99,000/- (Rupees: four lakhs ninety nine thousand only) paid by Bank Draft Nos. 900677/45/88 for R.

1,32,333.34, 623950/43/88 for R. 1,83,333.33 and 900676/
44/88 for R. 1,83,333.33 drawn on Punjab National Bank,
dated 4.4.88, (the receipt of which sum the vendor doth
hereby admit and acknowle dge and in consideration of the
terms and conditions here inafter appearing the vendor
doth hereby absolutely sell, grant, convey, transfer and
assign all that the vendors' right, title, interest and
possession whatsoever in, upon and over all that piece and



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nos. 190, 191, 192, 193, 194, and 195, khata no. 30, and plot nos. 183, 196, 197, 198, 199 and 200 of Khata no. 1 total measuring 2 bighas and $58\frac{1}{2}$ dec. Sub-registry and District Dhanbad with all the structures standing thereon with boundary fixture and fittings, as fully described in the schedule hereunder written as also shown in colour red in the plan annexed herewith together with all claims, demands, rights, easements and other allied rights, annexedtherewith on incidental appertenent or belonging thereto free from all encumbrances to the purchasers TO HAVE AND TO HOLD THE same for all times to come. The vendor has already put the purchasers in

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possession of the premises hereby sold.

That the vendor further convenants with the purchaser that she has not in any way encumbered her right, title, interest or possession whatsoever in upon and over the property hereby sold and that she has valid right, thereto and is fully entitled to sell the same to the purchasers.

- That the vendor further convents that he has paid 3. and /or shall pay ground rent to the land lord and shall pay other rates and taxes till this day and shall keep the purchasers fully indemnified in this regard.
- That the vendor further covenants with the



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purchasers to do and execute all such, acts, deeds and things for morefully and perfectly assuring to the purchasers the property hereby sold and to render such assistance as is required to ensure mutation of the purchaser's name in the sherista of the land lord but all at the request and cost of the purchasers.

5. That the vendor hereby covenants that the property hereby sold to the purchaser is in no manner encumbered and the title of the vendor is in no manner defective and should it in future transpire that the said property is in any manner encumbered or the title



-; 13 :-

thereof, the vendor hereby agreed to indemnify the purchasers and keep them harmless and free from all losses and legal proceedings in respect thereof.

Schedule

All that piece and parcel of land measuring 2 bighas

58½ dec. in Mouza Kala Kusma , Mouza no. 12, being

portion of plot nos. 190, 191, 192, 193, 194, and 195

khata no. 30, measuring 2 bighas and plot nos. 193,

196, 197, 198, 199 and 200 khata no. 1, measuring

58½ dec. Sub-registry and District Dhanbad with all the

structures standing thereon as shown in colour red in the



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plan annexed hereto and butted and bounded as

follows:-

North: By Dhanbad- Govindpur Main Road.

South &WEST: By land of New Jharia Co-operative

East: House and land of Sharmajee.

IN WITNESS WHEREOF the vendor has

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signed this Deed on the day, month and year first above written.

Witnesses:

Vendor:

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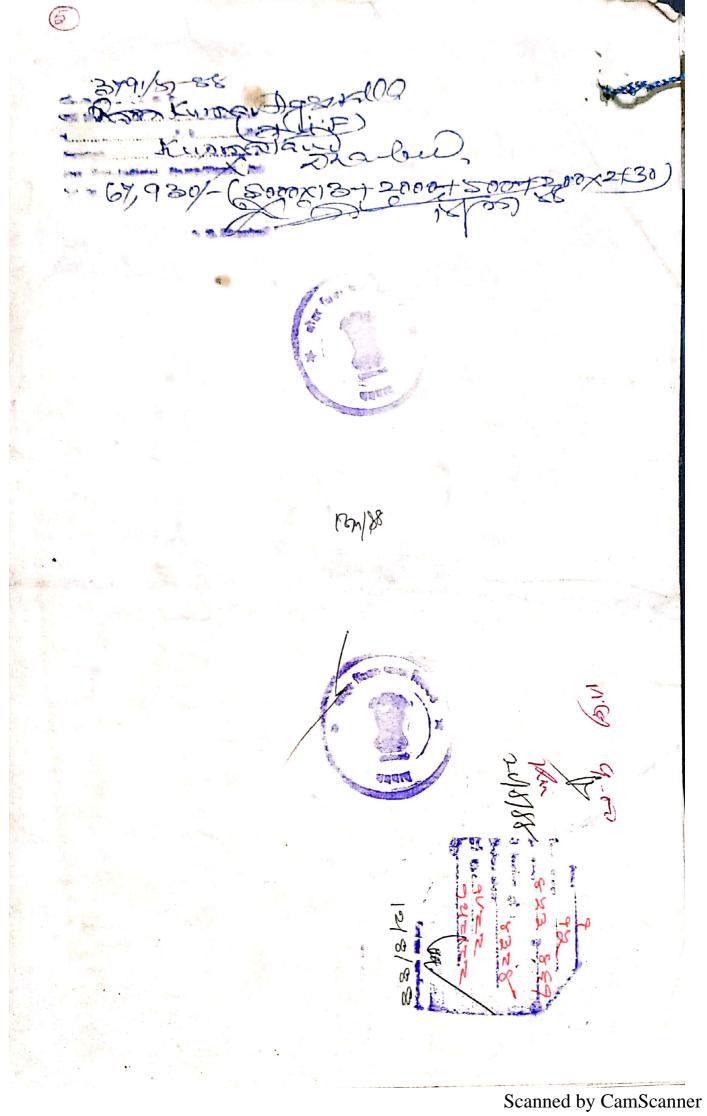
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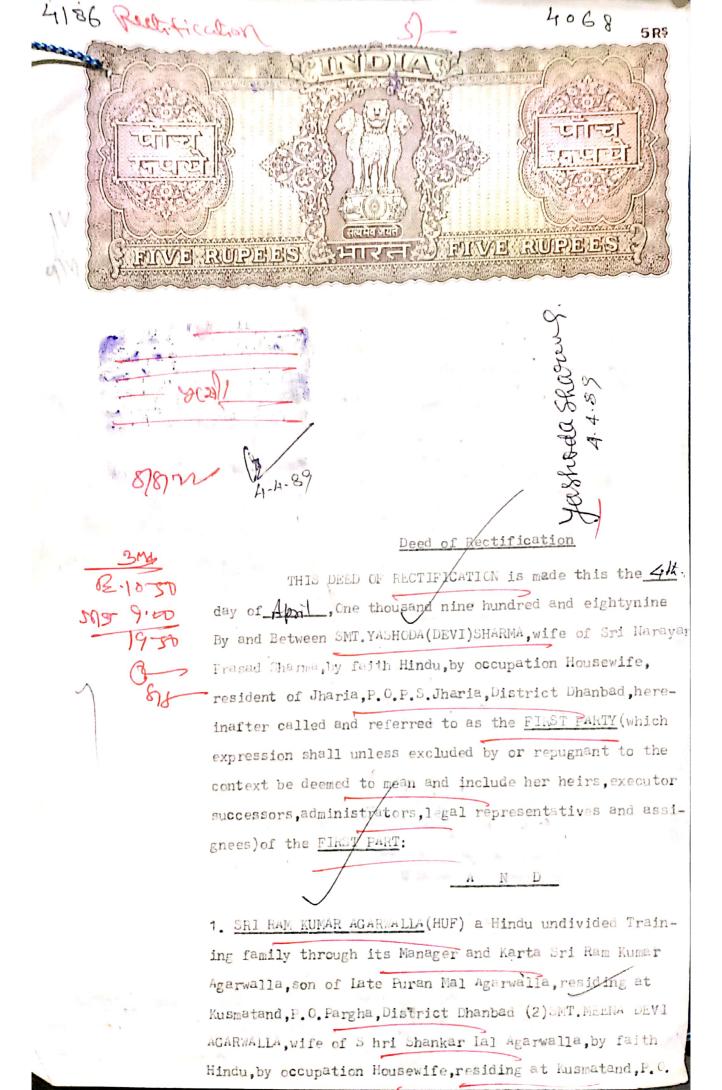


(July)



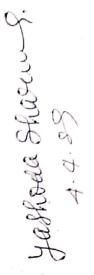


LINE PLAN SHOWING THE RED MARKED PART OF PLOT HERS, 196, 197, 198, 199 KHATA NEL AND CALL TO 190, 191, 192, 193, 194 7-195 KHATA NO BO MOUZA NOIS MOUZA KOLAKUSMA DIST DHANBAD. SOLO BY: - SRIMATI YOSHODA DEVI SHARMA WO SRI NARAYAN PRASAD THARIA DIST DHANBAD. SOLD TO! -SRI RAM KUMAR AGARWALLA. H. U.F AND OTHER'S TOTAL AREA: - 1. A. 25. DICIMAL. LINE PLAN SCALE I"= SOFT GOVIND PUR A - - N 1 389 DHANBAD F_351-011L FROM CATE DHANBAD. R --- 0 ---A ->+ 12:0'->|12:3' H R. R. GAVE 1/R. R. R. C.Y. TOURT YARD 20-0' DIA. WELL -70-0-EXISTING BUILDING KEY PLAN SCALE 1"= 330FT 17'0 DIA WELL yashoda Sharuns. 13-4-88. REFERENCE! HORTH: __DHANBAD GOVINDPUR MAIN ROAD. SOUT & WEST: - HEW. THORIA. CO. OPARATIVE. EAST: -- HOUSE AND OPEN LAND OF SHARMATEE.



Cart of Stamp . Is. L. No. 12/ 85-86 Jashoda Sharung, yashoda Sharung.

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Pargha, District Dhanbad, hereinafter jointly and severally called and referred to as the <u>PURCHASERS</u>(SECOND PARTIES) which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, successors, administrators, legal representatives and assigns) of the <u>OTHER PART</u>:

whereas the first party above named executed and registered one sale deed in favour of the second parties in respect of Mouza Kalakusma, Mouza No.12 under Police Station Dhanbad, District Dhanbad bearing Sale Deed No.4384 dated 14.4.88, registered at Dhanbad registry office and entered in Book No.1, Volume No.15, pages 453 to 461 for the year 1988.

And whereas at the time of preparation of the sale deed- in the schedule column Line 9 of Page No.13 the Plot Nos.193,196,197,198,199 and 200 have been scripted instead of Plot Nos.183,196,197,198,199 and 200 which should be rectified and substituted as under:-

NOW THIS DEED OF RECTIFICATION WITNESSETH AS FOLLOWS:-

1. That in page No.1 3 of the Principal Sale Deed No. 4384 line 9- after the was Plot No.193,196,197,198,199,200 have been scripted instead of Plot Nos.183,196,197,198,199





and 200- and all other plot numbers areas etc. of the schedule will remain unchanged and unaltered.

- 2. That from to-day and onwards the aforesaid sale deed no.4384 will be read and substituted as details described in the corrected schedule of this deed of rectification.
- That this deed of rectification will be treated as part and parcel of this deed.
- 4. That the original Sale Deed No.4384 dated 13.4.1988 is attached herewith for rectification.

INCORRECT SCHEDULE

All that piece and parcel of land measuring 2 bighas582 dec. in Mouza Kalakusma, Mouza No.12 being portion of Flot Nos.190 191,192,193,194 and 195 khata no.30, measuring 2 bighas and plot nos.193,196,197,198,199 and 200 khata no.1 measuring 582 dec. sub registry and District Dhanbad with all the structures standing thereon as shown in colour Red in the plan annexed hereto and butted and bounded as follows:-North: By Dhanbad-Gobindpur Main Road.

South& West: By land of New Jharia Co-operative.

East: House and land of Sharmajee.



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CORRECTED SCHEDULE

All that piece and parcel of land measuring 2 bighas 58½ dec. in Mouza: KALAKUSMA, Mouza No.12 being portion of Plot Nos.190, 191,192,193,194 and 195, Khata No.30, measuring 2 bighas and Plot Nos.183,196,197,198,199 and 200 Khata No.1 measuring 58½ dec. sub registry and District Dhanbad with all the structures standing thereon as shown in colour Red in the plan which is butted and bounded by:-

North: By Dhanbad-Gobindpur Main Road.

South&West: By land of New Jharia Co-operative.

East: House and land of Sharmajee.

Witnessess:

1. Swish kumar Agarw I Adarsh Bihar Sharson A Cohanker

2.

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Typed by:

