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son of Late Arjun Mondal, all by faith Hindu, by Occupation Cultivation, resident of Kalakusma, P.S. Saraidhela P.O. K.G. Ashram, in the District of Dhambad (Bihar) hereinafter called and referred to as the V E S D O B S



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(which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, adocessors, administrators, legal representatives

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and assigns) of the <u>ONE PART</u> (The vendors are being represented by their Constituted Attorney <u>SRI PRADIP</u> MOHAN SAHAY son of Madan Mohan Sahay, by Faith Hindu,

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by Occupation Service, resident of Masterpara, Hirapur, Dhanbad, P.S. and District Dhanbad, P.O. Dhanbad, Vide a General Power of Attorney, Being no.76, Dated 4-1-94, Registered before Notary Public Dhanbad).

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A N D

SMT. SANGITA SAHAY, wife of Sri Pradip Mohan Sahay, by faith Hindu, by occupation housewife, resident of Masterpara, Hirapur, Dhanbad, P.O. Dhanbad, P.S. Dhanbad, in the District of Dhanbad, (Bihar) hereinafter called and referred to as the PUKCHASER (Which expression shall unless excluded by or repugnant to the context be deemed to mean and include her heirs, executors, ad successors, administrators, legal representatives and assigns) of the OTHER PART:

WHEKEAS the survey settlement Plot No. 1268 appertaining to Khatian No. 6, of Mouza Kalakusma, Mouza No. 12, P.S.
Saraidhela, District- Dhanbad, morefully described in the
Schedule below, alongwith other lands, which has been recorded
in the name of Mouji Mondal, in the last survey settlement
records of right.

AND WHEREAS aforesaid Mouji Mondal while thus in peaceful undisturbed possession over the same died leaving his three sons namely Bhim Mondal, Arjun Mondal and Sahadeb Mondal, as his heirs and successors.

AND WHEREAS the land mutually partitioned among aforesaid Bhim Mondal, Arjun Mondal and Sahadeb Mondal before the local well wishers and the below mentioned Schedule land fell into the share of Bhim Mondal and Arjun Mondal.

AND WHEKEAS aforesaid Bhim Mondal died leaving his two sons namely Upendra Mondal and Lagen Mondal (the vendor

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Nos. 1 and 2 of this deed) as his heirs and successors.

AND WHEREAS aforesaid Arjun Mondal died leaving his only son Durjodhan Mondal (the Vendor no. 3 of this deed) as his heir and successor.

AND THUS the Vendors became the sole and exclusive owners of the below mentioned Schedule land and jointly inheriting the same in peaceful and undisturbed possession thereof.

AND WHEREAS the Vendos being in urgent need of money to meet their expenses expressed their desire to sell the below mentioned Schedule land and whereas the Purchaser has agreed to purchase the same for a sum of &. 25,000/= (Rupees twenty five thousand) only, as the highest consideration thereof.

NOW THIS DEED OF SALE WITNESSETH that in consideration of the sum of &. 25,000/- (Rupees Twenty five thousand) only, paid by the Purchaser to the Vendors the receipt whereof the Vendors doth hereby admit and acknowledges) in full and final settlement.

The Vendors doth hereby grant, sell, convey, transfer and assigns unto the Purchaser by way of absolute sale all that piece and parcel of raiyati land described in the Schedule below together with all right, benefits, easements, adventages, privileges etc. therein.

TO HAVE AND TO HOLD the same to and unto the use of the Purchaser absolutely and for ever.

The Vendors now have good, perfect, valid and subsisting title to the land hereby conveyed or expressed so to be in the manner aforesaid and the purchaser shall hereafter peaceably and quietly hold, enjoy and possess the same by making houses etc. thereon, by living thereon or by letting out the same to any person or persons with power to transfer the same by sale, gift, mortgage or otherwise without any hindrance or interruptions by the Vendors or any person or persons claiming right through them and the Vendors shall render all possible aid and assistance to the purchaser and the Vendors 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 whatsoever for further and more perfectly assuring to the said Purchaser and placing the purchaser inpossession of the same according to the true, intent and meaning of these presents as shall or may be required.

That the Vendors have not transferred or encumberred the said land or any part or portion thereof and if it is found later on that the Vendors have in any way or manner transferred or encumberred the said land or any part or portion thereof or due to the defect of title of the Vendors the purchaser suffer any loss of whatsoever nature the vendors alongwith their heirs and successors shall at all times be liable to compensate the purchaser in every respect thereof.

That the Purchaser shall hereafter pay annual rent 75
Paise payable to the landlord the State of Bihar and shall get
her name mutated in the sherista of the landlord the State of
Bihar and the Vendors shall render all possible aid and assistance to the Purchaser in the matter of mutation etc.

That the Vendors have left 6'ft wide rasta in Plot No.

1268 in the southern side towards East to West for common use.

IN WITNESS WHEREOF the Vendors have set and subscribed their respective hands out of their own free will and choice on this the day, month and year first above mentioned.

SCHEDULE

ALL THAT piece and parcel of maiyati land situated in Mouza KALAKUSMA, P.S. Saraidhela, in the District of Dhanbad (Bihar). Mouza: KALAKUSMA, Mouza No. 12, Khata No. 6 (six) Part of Plot No. 1268 (One thousand two hundred sixty eight) out of which from our own share area 14 Kathas (fourteen Kathas) of land including boundary walls is hereby sold by this sale deed, as per plan annexed herewith and shown in Colour "KED" Butted and Bounded as follows:

NOKTH : Shyamlal Singh,

SOUTH: 6° ft wide rasta left by the Vendors from
their own share as per plan shown in Colour
GREEN and thereafter Khudigam Mondal and
Lagen Mondal.

Pandit Molan

EAST : Portion of this Plot No. 1268.

W E S T : Rash Bihari Mondal.

WITNESSES:

1. Norman Sind of Dheige, I.S.M. PS. Dhaded Days Deched.

२. रामचर्म भउल भा• कालाक्य समा उन्माद्धा सरायहेला स्मानवार् SIGNATURE OF THE VENDOR.

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for

O wlendra mondal

(2) Logen mondal

(3) Dersjodhan Mondal.

Drafted by :-

P. L. des

Advocate.

C. C. auf. 4

Vendor - Sri Pradip Mohan Sahay S/o Sri Madan M han sahay of Master Para Hirapur Dhanbad Attorney For - Sri Upendra Hondal and Others Vendee: Smt Sangita Sahay W/o Sri Pradip Hohan Sahay of Masterpara Hirapur Dhanbad Schedule Houza - Kalakusma No- 12 Khata No. 6 Plot No. 1268 (Part) Area 14 Kathas shown in Red Scale 1 = 33010 Thue copy booled Moham salay SITEPLAH Fraced by NOT TO SCALE