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8. SRI HARI MONDAL 9. SRI MADHU MONDAL sons of Late
Bhushan Mondal 10. SRI KHUDIRAM MONDAL 11. SRI DHIREN
MONDAL 12. SRI ANADI MONDAL sons of Late Ashu Mondal
13. SRI SAHADES MONDAL son of Late Mouji Mondal, all
by faith Hindu, by Caste Somandal, by Occupation
Cultivation etc. resident of Kalakusma Police Station
Saraidhela, in the District of Dhanbad (Bihar) hereinafter

called ...

called and referred to as the <u>VENDORS</u>: (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, successor, administrators, legal representatives and assigns) of the <u>ONE PART</u>: (The Vendors are being represented by their Constituted Attorney <u>SRI NARENDRA SINGH</u>, Son of Late Deo Sharan Singh, by faith Hindu, by occupation business, resident of Dhaiya, P.S. Dhanbad, in the District of Dhanbad, vide General Power of Attorney Nos. 50 dated 26.II.93 and No. I33 dated I2.2.I993 and 75 dt. 4.I.94 all powers are registered at Notary, Dhanbad).

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## AND

SRI PRADIP MOHAN SAHAY, son of Sri Madan Mohan Sahay, by faith Hindu, by occupation Service, resident of Masterpara, Hirapur Dhanbad, P.S. Dhanbad, in the District of Dhanbad (Bihar) hereinafter called and referred to as the <u>PURCHASER</u> (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, successors, administrators, legal representatives and assigns of the OTHER PART:

WHEREAS the land which is morefully described in the Schedule below a portion has been purchased by Uttim Mondal, Panchu Mondal, Kanhai Mondal, Shushan Mondal alongwith other other Co-Sharer by virtue of a Registered Sale Deed No. 7553 dated 20.6.5I from Nakul Mondal, Hari Mondal and Prahllad Mondal, sons of Late Baneshwar Mondal, registered at Dhanbad registry Office.

AND WHEREAS aforesaid Uttim Mondal died leaving his two sons namely Rash Bihari Mondal (the Vendor No. I of this Deed) and Gokul Mondal, as his heirs and successors.

AND WHEREAS aforesaid Gokul Mondal while thus in peaceful undisturbed possession thereof died leaving his son namely Sri Ramcharan Mondal (the Vendor No. 2 of this Deed) as his heir and successor.

AND WHEREAS aforesaid Panchu Mondal died leaving his son namely Haradhan Mondal (the Vendor No. 3 of this Deed) as his heir and successor.

AND WHEREAS aforesaid Kanhai Mondal died leaving his three sons namely Manshu Mondal, Mathan Mondal and Ratan Mondal (the Vendor Nos. 4, 5 & 6 of this Deed) as his heirs and successors.

AND WHEREAS aforesaid Bhushan Mondal died leaving his three sons namely Prahllad Mondal, Hari Mondal and Madhu Mondal (the Vendor Nos. 7, 8 & 9 of this Deed) as his heirs and successors.

AND WHEREAS a portion of land which is described in the Schedule below originally recorded in the name of Ashu Mondal, the father of the Vendor Nos. IO, II and I2 in the last survey settlement records of right, and also purchased

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by Smt. Chhepi Mondalani, the mother of Sri Khudiram Mondal, Dhiren Mondal and Anadi Mondal (the Vendor Nos. IO, II and I2) by virtue of a registered sale deed no. 4496 for the year I95I from Smt. Bhuli Mondalani, registered at Dhanbad Registry Office.

AND WHEREAS after the death of aforesaid Ashu Mondal and Smt. Chhepi Mondalani, their sons the Vendor Nos. IO, II and I2 became the sole and exclusive owners of their shares.

AND WHEREAS a portion of the below mentioned Schedule land alongwith other lands 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 and 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 Sahadeb Mondal (the Vendor No. I3 of this deed).

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

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AND WHEREAS the Vendors being in urgent need of money to meet their expenses expressed their desire to sell the land which is described in the Schedule below, and whereas the purchaser has agreed to purchase the same for a sum of \$3.35,000/- (Rupees thirty five thousand) only as the highest consideration thereof.

NOW THIS DEED OF ABSOLUTE SALE WITNESSETH that in consideration of the sum of Rs. 35,000/- (Rupees thirty five thousand) only, paid by the Purchaser to the Vendors the receipt whereof the Vendors doth hereby admits 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, advantages, 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,

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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 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 whatsoever for further and more perfectly assuring to the said Purchaser 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.

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That the Vendors have not transferred or encumbered the said land or aby part or portion thereof and if it is found lateron 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 & I/only payable to the landlord the State of Bihar and shall get
his name mutated in the sherista of the landlord the State of
Bihar and the Vendors shall render all apossible aid and assistance to the Purchaser in the matter of mutation etc.

That the Vendors have left 6' ft, wide rasta in Plot No. I268 in the Southern side towards east to west for common use, as per plan shown in colour "Green".

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

## SCHEDULE

ALL THAT piece and parcel of Raiyati Land situated in Mouza KALAKUSMA, P.S. Saraidhela, in the District of Dhanbad (Bihar) Mouza-KALAKUSMA, Mouza No. I2, Khata No. 6,(Six) Plot No. I268(P) (One thousand two hundred sixty eight) out of which own share measuring an area 7½ Kathas (Seven and half Kathas) and Plot No. I269(P) (One thousand two hundred sixtynine) out of which own share area 08 Kathas and Plot No. I270(P) (One thousand two hundred seventy) out of which own share area 3 Kathas II Chhataks and 34 Sq. ft. total three plots measuring an area I9 Kathas 03 Chhataks 34 Sq. ft. (Nineteen Kathas three Chhataks and thirty four Square Feet ) of land including boundary walls is hereby sold by this sale deed, as per plan annexed herewith and shown in colour Red, which is boutted and bounded as follows:-

NORTH : Shyamlal Singh,

S O U T H : IO'ft wide rasta in Plot No. I270 and 6' ft wide rasta in Plot No. I268 and thereafter Satish Mondal and Lagen Mondal.

E A S T : Portion of Plot No. I268 purchased by Smt.

Sangita Sahay from Rashbihari Mondal and others.

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