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Government of Jharkhand

Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number : 4235a2244659df1646f9

Receipt Date : 13-Nov-2020 08:26:10 am

Receipt Amount : 997450/-

Amount In Words : Nine Lakh Ninety Seven Thousands Four Hundred And Fifty Rupees Only

Token Number : 20200000099171

Office Name : SRO - Dhanbad

Document Type : Sale Deed

Payee Name : MS SRISHTI BUILDERS PRIVATE LIMITED
REPRESENTED THROUGH ITS DIRECTOR
VEENA AGARWAL (Vendee)

GRN Number : 2002769898



:- For Office Use :-

बिचन नियम 21 के अधीन और छात्राध्यक्ष
नाशतकारी एका से प्राप्त के अधीन
जो ग्राहक ने अपने मागवचन 46 एका-1899
की अनुसूची 1 या 1 त के अधीन
दयावत दस्तावेज के अथवा टिकट
नशती में विमक्त न हो, इसके अपेक्षा
नहीं है।

निबधन पदाधिकारी

13/11/20

Receipt Number 4235a2244659df1646f9

13.11.2020

इस रसीद का उपयोग केवल एक ही दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु ही किया जा सकता है। पुनः प्रिन्ट कर अथवा फोटो कॉपी आदि द्वारा इसी रसीद का दुसरे दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु उपयोग भास्तीय

मुद्रांक अधिनियम, 1899 की धारा 62 अन्तर्गत दण्डनीय अपराध है।



Government of Jharkhand

Receipt of Online Payment of Stamp Duty



13/11/22

₹ 99,74,50/-
Deed of Sale ₹ 2,49,35,000/- Dhanbad

10

13/11/20

कफ़ील वकील जमीन का मुल्य भाग क़ीमत
के अनुसार निर्धारित न्यूनतम फ़रक़ से कम नहीं है

13/11



अचल अधिकारी के पास प्राप्त सूची
अनुसार दस्तावेज में वर्णित मौजा
के नया खाता नं०
निम्नलिखित खाते से बाहर है/सूची में नहीं है।

13.11.20

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Ramesh Kumar Gutgia

13.11.20

₹ 74,80,50/-
₹ 2,00,00/-

₹ 50,00/-

FEE PAID OF RS. 651014 + 100000 = 751014/-

GRN 2002768289 dated 12.11.2020
2002770213 dated 13.11.20

THIS DEED OF ABSOLUTE SALE is made on this the 13th day November Two Thousand Twenty, By and between:

13.11.20

AGRASEN ATITHI BHAWAN, a Charitable Organisation, having its office at Naya Bazar, Rangatand, Dhanbad, P.O., P.S. and Dist. Dhanbad-826001(Jharkhand) and represented by its President cum founder trustee **SRI RAMESH KUMAR GUTGUTIA** Son of Late Bihari Lal Gutgutia, by Faith Hindu, by occupation Business, Resident of Bhuli Road, P.S. Bankmore, Dist. Dhanbad,, hereinafter called and referred to as the **VENDOR** (which expression shall, unless excluded by or repugnant to the context be deemed to mean and include its trustees, members of the managing committee, heirs, successors, executors, administrators, legal representatives and assigns and agents) of the **FIRST PART.**

(by
Cheli Vanshy)

Ramesh Kumar Gutgia

Ramesh Kumar Singh

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AND IN FAVOUR OF

M/S SRISHTI BUILDERS PRIVATE LIMITED, a private limited company duly incorporated under the Companies Act, 1956, having its office at Urmila Tower, Bank More, P.S. Bank More, P.O. and Dist. Dhanbad-826001 (Jharkhand), represented through its director Smt. Veena Agarwal, wife of Shri Chandra Shekhar Agarwal, by Faith Hindu, by caste Vaisya, by occupation Business, resident of Garden City, Luby Circular Road, P.O., P.S. and Dist. Dhanbad-826001(Jharkhand), hereinafter called and referred to as the PURCHASER (which expression shall, unless excluded by or repugnant to the context be deemed to mean and include its respective heirs, successors, executors, administrators, legal representatives and assigns) of the SECOND PART.

WHEREAS, by registered deed of sale dated 16.02.1946 being deed No. 1118 of 1946 of Dhanbad Sadar Sub Registry Office one Bholanath Chakravarty of Jharia sold to one Sri Shivji Ketshi Thacker his half share of land with all structures, buildings measuring 1 bigha 4 kathas and 12 chhatak being described in the Schedule-A, B, C of the said sale deed; And

WHEREAS, the other half properties belonged to one Sarat Chandra Chakravarty; And

WHEREAS, by an Indenture of Exchange dated 31.05.1946 being deed No. 5111 of 1946 of Sadar Sub Registry Office Dhanbad executed by Sarat Chandra Chakravarty and Sri S. K. Thacker the lands described in Schedule-C of the said Exchange deed now described in Schedule-A of this deed fell exclusively to the share of Sri S. K. Thacker; And

Ramesh Kumar Agarwal

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= 3 =

WHEREAS, Sri S. K. Thacker also made several improvements of the said premises and made some fixtures on the land; And

WHEREAS, by a partition deed dated 01.07.1954 amongst his sons and wife being deed No. 3348 of 1954 the said properties described in the Schedule-A of this deed fell exclusively to the share of Shri Chiman shivji Thacker; And

WHEREAS, since the date of partition thereof Sri C. S. Thacker was in exclusive possession thereof using the same as his residence; And

WHEREAS, C. S. Thacker while in possession thereof mortgaged the property by a mortgage deed dated 29.11.1954 mortgaged the said premises along with other lands to Smt. Lachmi Devi Agarwalla; And

WHEREAS, there was a dispute between C. S. Thacker and Smt. Benarshi Devi regarding passage in portion of land measuring 115' X 6' and the said dispute has been amicably settled by a registered deed of agreement dated 09.03.1959 being deed No. 4518 of 1959 by which each C. S. Thacker and Benarshi Devi Agarwalla was entitled to use the said strip of land described in the Schedule-B of this deed; And

WHEREAS, C. S. Thacker thus in possession sold his building and lands to Anand Mohan Agarwalla son of Madan lal Agarwalla of this deed by a registered sale deed No. 7919 of 09.11.1960 recorded in Book No. 1, Volume 62, Pages 86 to 91 of 1961 of Dhanbad Sub Registry Office, Dhanbad; And

WHEREAS, Sri Anand Mohan Agarwalla since the purchase the land and building

Ramesh Kumar Gargwal

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described in the Schedule-A hereunder with right of user of Schedule-B lane or passage is in peaceful and undisturbed possession thereof by exercising diverse acts of possession; And

WHEREAS, by virtue of a registered deed of sale No. 9904 dated 17.08.1982, Registered at Dhanbad Sub-Registry office, sold by Sri Anand Mohan Agarwalla in favour of the vendor hereto AGRASEN ATITHI BHAWAN, the vendor hereto AGRASEN ATITHI BHAWAN purchased his entire right, title, interest and possession to in and over 13 Katha or to say 21.45 Decimal of land with old dilapidated structures described in Schedule-A hereunder with right of user of Schedule-B lane or passage, out of Survey settlement Plot No. 3044 of Municipal Khata of Mouza Dhanbad, Mouza No. 51, under P.S. Dhanbad, Chowki Sadar Sub-Registry office and Dist. Dhanbad, for valuable consideration therein mentioned; And

WHEREAS, ever since the date of purchase as aforesaid the vendor AGRASEN ATITHI BHAWAN, have been in peaceful and uninterrupted possession over the said land got their names mutated vide order passed in Mutation Case No. 430(III)2010-11, and paying ground rent to the State regularly under Thoka No. 2680 (and now entered in Volume No. 1, Page No. 2680 at Register II of Dhanbad Circle Office); And

WHEREAS, the vendor after due deliberation have decided to sell and transfer Schedule-A property as such sale was deemed beneficial for the benefit of the Organisation and the purchaser company having come to learn about the intention of the vendor to sell the said property approached the vendor through the then secretary of Agrasen Atithi Bhawan, Sri Bajrang Prasad Dalmia [now deceased] and others members and offered to purchase the same landed property; And

WHEREAS, after negotiation the vendor through it's the then Secretary, Sri Bajrang

Ramesh Kumar G. S. P. K. S.

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Prasad Dalmia [now deceased] has agreed to sell and the purchaser has agreed to purchase the immovable property in the Schedule-A as well as right for user of Schedule-B for the consideration and on the terms and conditions hereinafter mentioned and entered into an Agreement for Sale dated 21.03.2018; And

WHEREAS the Vendor hereto agreed to sell their entire right, title, interest and possession to, in and over the said land with old and dilapidated structures measuring an area 13 Katha or to say 21.45 Decimals, morefully described in the Schedule-A as well as right for user of Schedule-B for a total Consideration of Rs.2,49,25,000/- (Rupees Two Crore Forty Nine Lac Twenty Five Thousand) only; And

WHEREAS, in course and as a result of negotiation between the parties hereto, the vendor agreed to sale and the purchaser hereto has agreed to purchase the said land with old and dilapidated structures, for a consideration of the sum of Rs.2,49,25,000/- (Rupees Two Crore Forty Nine Lac Twenty Five Thousand) only, which is the highest consideration thereof.

NOW, THEREFORE, THIS DEED OF SALE WITNESSETH: -

1. That in consideration of the total sum Rs.2,49,25,000/- (Rupees Two Crore Forty Nine Lac Twenty Five Thousand) only, paid by the Purchaser to Vendor, as per memo of consideration written in the foot of this document, (the receipt whereof the Vendor do hereby acknowledge and admit) and in consideration of the terms, conditions and covenants hereinafter appearing the Vendor doth hereby absolutely and indefeasibly grant sell, convey transfer and assign his entire right, title, interest and possession to, in and over the said land morefully described in the Schedule-A as well as right for user of Schedule-B hereto, together with all claims, demands, easement and other incidental rights belonging or appertaining thereto, to the Purchaser TO HAVE AND TO HOLD the same for all times to come free from

Rakesh Kumar Gogoi

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all encumbrances subject, however, to pay annual ground rent besides cess and education cess thereon at the prescribed rates payable thereof as from this day onwards, and the purchaser hereto having full right and authority to deal and transfer the same by sale, gift, mortgage, lease and by making houses etc. thereon either by living thereon or letting out the same to any person or persons or otherwise as per their choice.

2. That, the Vendor do hereby covenant with the Purchaser that the Vendor, is the sole and absolute owner of the land described in the schedule below, and that his right, title, interest and possession to, in and over the same is in no manner defective and is in no manner encumbered by way of mortgage etc. and there is no other claimant of the land, should it, therefore, in future transpire that his right, title, interest and possession to in and over the said land hereby sold is in any manner defective or in any manner encumbered and if for any one or more reasons Purchaser is dispossessed or put to any other loss or obstructions, the Vendors shall be liable to make good such loss as the Purchaser may suffer by reasons thereof.
3. That, the Vendors hereby further covenants with the Purchaser that the Vendor, shall pay the annual ground rent Rs.25/- now or in future becoming payable up to date and shall keep the Purchaser fully indemnified, harmless and free from and against any attachment or legal proceeding in respect thereof and that the Purchaser shall be liable to pay the annual ground rent, cesses etc. for the land hereby sold which will become payable as from this day onwards.
4. That, the Vendor further covenants with the Purchaser to do and execute all such acts, deeds and things at the cost of the Purchaser as it may reasonably require the Vendors to do or execute for better or more fully assuring to the Purchaser the land hereby sold and also to render all assistance and co-operation to the Purchaser at its request and cost to get Purchaser's name mutated in place of that

Ramesh Chandra Singh
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of the Vendors in the Office of the Zamindari Department of the State of Jharkhand.

5. That the above mentioned schedule land does not come under Govt. Land, and neither comes under Adivashi Land, Govt. Bhudan Land and forest land and also does not come under Govt. acquired land and the vendor and purchaser hereto are satisfied with the contents of this deed, and the vendor hereto does not comes under the reserve classes of C.N.T Act.
6. The parties herein shall comply with the latest provisions U/s 194-1A of The Income Tax Act, 1961.

IN WITNESS WHEREOF THE VENDOR HERETO OUT OF THEIR OWN FREE WILL WHILE IN THEIR SOUND HEALTH AND PERFECT MIND HAVING FULLY UNDERSTOOD THE CONTENTS HEREOF, HAVE SET AND SUBSCRIBED HIS HANDS ON DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

SCHEDULE-A

All that piece and parcel of Raiyati land situate at Mouza Dhanbad, (Mouza No. 51), under P.S. Dhanbad, Chowki Sadar Sub-Registry office and District Dhanbad,

Mouza Dhanbad, Mouza No. 51,

Municipal Khata.

Plot No. 3044 out of which measuring own share an area 13 katha (Thirteen Kathas) or to say 21.45 Decimals (Twenty One Point Four Five Decimals) of land is hereby sold by this sale deed, as per plan attached herewith and shown in colour Red, being butted and bounded as under:-

Ramesh Kumar Agarwalla

13.11.20

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- North: Sajjan Kumar Agarwalla, Plot No. 3044(P), 73
- South: Rasta, Railway's land in Plot No. 79
- East: Main Road.
- West: Common Gali and thereafter house of Rangnath Ganewirala and Mahavir Hotel

Stamp duty paid on Rs. 2,49,35,000/- only

SCHEDULE-B

A piece of land measuring in length 90' (Ninety feet) from North to south and 6' (Six Feet) wide from East to West or to say 540 Sq. Ft. delineated in the plan annexed.

Memo of Consideration

Rs.2,49,25,000/- (Rupees Two Crore Forty Nine Lac Twenty Five Thousand) only paid by the purchaser to the vendor by :-

Date	Cheque No.	Amount	TDS	Total	Bank
16.02.2018	O51251	5,100,000.00	51,000.00	5,151,000/-	Axis Bank Ltd.
04.07.2019	O51280	5,000,000.00	50,000.00	5,050,000.00	Axis Bank Ltd.
25.01.2020	221540	2,475,000.00	25,000.00	2,500,000.00	Axis Bank Ltd.
27.01.2020	221541	2,475,000.00	25,000.00	2,500,000.00	Axis Bank Ltd.
29.01.2020	221542	2,475,000.00	25,000.00	2,500,000.00	Axis Bank Ltd.
31.01.2020	221544	2,475,000.00	25,000.00	2,500,000.00	Axis Bank Ltd.
01.02.2020	221545	2,475,000.00	25,000.00	2,500,000.00	Axis Bank Ltd.
03.02.2020	221546	2,176,000.00	23,000.00	2,199,000.00	Axis Bank Ltd.
10.11.2020	051844	24,812.50	187.50	25,000.00	Axis Bank Ltd.
Total		24,675,812.50	249,187.50	24,925,000.00	

Ramesh Kumar Gupta

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WITNESSES:-

1. *विद्युत शक्ति
संयोजक मंत्रालय
सुपरी जोड धारणा*

2. *Chandra Shekhar Agarwal*

*S/o Chandra Shekhar Agarwal
1008, Garden City,
L.C. Road
Dhanbad.*

Veena Agarwal

13.11.20



Signature, photo & fingerprint
Of the purchaser :-



Certified that the finger prints of the left hand of the vendor and purchaser, whose photographs is affixed in the document have been duly obtained before me, and printed in my office as per detail given by the parties.

*Dr. S. S. Dey
Advocate
E. NO. 61/90*

Seller:- Agrasen Atithi Bhawan, Rep by its trustee Sri Ramesh Kumar Gutgutia s/o Late Bihari Lal Gutgutia R/o Bhuli Road . P.S. Bank More. Dist. Dhanbad.

Purchaser:- M/s Srishti Builders Pvt. Ltd, Rep through its Director Smt. Veena Agarwal w/o Shri Chandra Shekhar Agarwal R/o Garden City, Luby. Circular Road P.S & Dist. Dhanbad.

Schedule:- Mouza. Dhanbad No. 51. P.S. Dhanbad Khata Municipal Plot No. 3044. Area 13 Kathas or to say 21.45- Decimals. Shown in red colour.

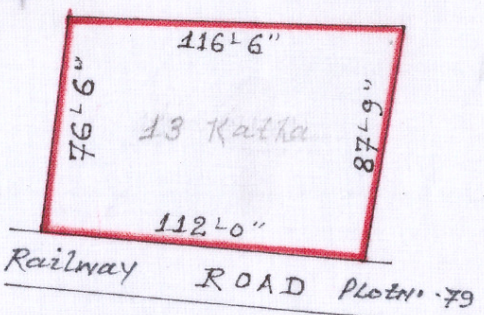
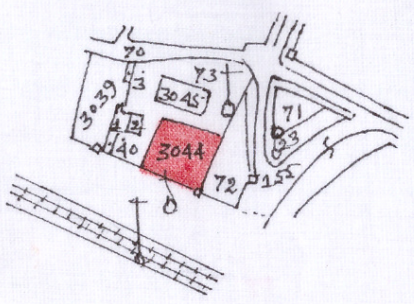
Ramesh Kumar Gutgutia

13.11.2020



Scale:- 1" = 330' 0"

TRUSSOPY



Not to Scale

Trussopy