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Vide Admission No. 26 of 24/5

Basdeo Prasad Agarwala

सौ. रवि कुमार अग्रवाल

श्री. राजेश कुमार अग्रवाल

Rajesh Kr. Agarwala

Mukesh Kumar Agarwala

26/9/81

18/6/97

DEED OF SALE Under G. M. A. D. A.

THIS DEED OF ABSOLUTE SALE is made on this the 18th day of JUNE, One thousand nine hundred and Ninetyseven BY & BETWEEN (1) Sri Basdeo Pd. Agarwala, son of Late Babulal Agarwala (2) Smt. Meera Devi Agarwala, wife of Sri Basdeo Pd. Agarwala (3) Sri Ravi Kumar Agarwala (4) Sri Rajesh Kumar Agarwala (5) Sri Mukesh Kumar Agarwala, sons of Sri Basdeo Prasad Agarwala, all by faith Hindus, by occupation Business and housewife respectively, resident of Jharia, P.C. & P.S. Jharia, chowki, sadar sub registry office Dhanbad, District Dhanbad, hereinafter called and referred to as the VENDORS (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 assignees) of the ONE PART: (Vendor no. 2 to 4 represented by their constituted Attorney Vendor no. 1 Sri Basdeo Pd. Agarwala vide power no. 83 of 1989 registered at

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Basdeo Prasad Agarwalla

सौ. प्रसाद अग्रवाल

Ravi Kumar Agarwalla

Rajesh Kr. Agarwalla

Mukesh Kumar Agarwalla

18/1/81

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Dhanbad sub registry office, Dhanbad).

A N D

SRI SHIV SHANKAR PRASAD SAH, son of Late Banshi Sah, by faith Hindu, by occupation Business etc. resident of Sabji Patti Jharia, P.C. & P.S. Jharia, Chowki, sadar sub registry office Dhanbad, District Dhanbad, 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 his heirs, executors, successors, administrators, legal representatives and assignees) of the OTHER PART:

Whereas Dinanath Agarwalla and Basdeo Pd. Agarwalla are full brothers and were members of the joint Hindu family on which Dina Nath Agarwalla was the KARTA.

And whereas the said Joint Hindu family comprising



Basdeo Prasad Agarwalla

श्रीमती शान्ति देवी अग्रवाल

Ravi Kumar Agarwalla

Rajesh Kr. Agarwalla

Mukesh Kumar Agarwalla

18/11/19

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of the members of the parties acquired different lands and properties in the name of Shanti Devi Agarwalla wife of Late Dina Nath Agarwalla by virtue of purchased being Regd. Sale Deed no.3489 dt.20.3.61 from Panchu Mondal and others including several sale deeds all the deeds were registered at Dhanbad sub registry office and was in peaceful and undisturbed possession over the land by mutating name in the sherista of the Landlord the State of Bihar and paying rent for the same under thoka no.270.

AND WHEREAS for the better enjoyment in future and also due to expansion of family the heirs and successors of aforesaid Shanti Devi Agarwalla, wife of Dinanath Agarwalla and others amongst the heirs and successors of Basdeo Pd. Agarwalla mutually partitioned the properties by virtue of

Basdeo Parood Agarwalle.

सौदागरी अग्रवाल

Ravi Kumar Agarwalle.

Rajesh Kr. Agarwalle

Mukesh Kumar Agarwalle

18/11/97

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of Deed of Partition being No.7068 dt.9.6.84 registered at Dhanbad sub registry office in which the SCHEDULE 'B' land exclusively fell in the share of aforesaid Basudeo Pd. Agarwalle and others, and thus the vendors became the sole and exclusive owners of the land and possessing the same peacefully.

AND WHEREAS the vendors being in urgent need of money to meet their personal expenses expressed their desire to sell the land which is described in the schedule below and whereas the purchaser has agreed to purchase the said land and offered to pay a sum of Rs.5000/- per katha i.e. total valuation comes to Rs.25,000/- (Rupees twenty five thousand) only, which has been paid by Cheque no. AH-117-859199 dt.17.6.97 of UCO Bank, Jharia Branch. but as per rate fixed by the Govt. the parties are paying stamp duty and registration fees for Rs.50,000/- (Rupees fifty thousand) only.

NOW THIS DEED OF SALE WITNESSETH AS FOLLOWS:-

That in consideration of the sum of Rs.25,000/- (Rupees twenty five thousand) only, paid by the purchaser to the vendors (the receipt whereof the vendors doth hereby admit and acknowledge) for the sale of the said land which is described in the schedule below and in consideration of the terms, conditions and covenants hereinafter contained, the vendors

Banshi Prasad Agarwalla

श्री ३३३३३३३३

Ravi Kumar Agarwalla

Rajesh Kr. Agarwalla

Mukesh Kumar Agarwalla

18/6/97

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doth hereby absolutely and indefeasibly grant, sell, convey transfer and assign unto the purchaser by way of absolute sale all their right, title, interest and possession etc. together with all claims, demands, liberties, benefits, easement etc. belonging to or appertaining to free from all encumbrances whatsoever TO HAVE AND TO HOLD the same to and unto the use of the purchaser peacefully and quietly for at all times to come subject to the payment of rent that to the Landlord the State of Bihar, having full right and authority to transfer the same by sale, gift, mortgage by making houses etc. the person either by living thereon or by letting out the same to any person or persons or otherwise as the purchaser likes.

That the vendors doth hereby covenant with the purchaser that they are the true and lawful owners of the land and are in sole and exclusive possession of the same and they have not in any way or manner transferred or encumbered the said land or any part or portion thereof and should therefore in future if it transpires that the vendors are not the true and lawful owners of the land or have other sharer or co-sharer or that the vendors have no right and authority to transfer the same and if by any other reasons thereof the purchaser is put to any loss the vendors doth hereby undertake to compensate the purchaser in every respect thereof.

Boodho Prasad Agarwalla.

श्रीगणेशाय नमः

Ravi Kumar Agarwalla

Rajesh K. Agarwalla

Mukesh Kumar Agarwalla

18/6/97

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That the purchaser shall hereafter pay the proportionate rent and cess 25 paise to the Landlord the State of Bihar or any other amount that may be assessed for the said land here- by sold to the purchaser by this deed.

That the vendors doth hereby further covenant with the purch- aser to do or to execute all such acts, deeds and things as may be required reasonably for better assuring to the purchase r to in and over the vendors land and the vendors shall render all possible aid and assistance to the purchaser in the matter of mutation etc.

That the vendors have obtained necessary permission to trans- fer the land in favour of the purchaser from the Competent Authority under Urban Land Ceiling & Regulation Act, 1976. vide Memo No.36 of 1997 dt.24.5.97.

IN WITNESS WHEREOF the vendors have set and subscribed their hands on this the day, month and year first above written

SCHEDULE

All that piece and parcel of RAIYATI LAND situated in Mouza: KALAKUSMA, P.S. Dhanbad, chowki, sadar sub registry office Dhanbad District Dhanbad.

MOUZA: KALAKUSMA, Mouza No.12, Khata no.122 (One hundred twenty two) PART OF PLOT NO.1273 (One thousand two hundred seventythree)

Bardoo Prasad Agarwalla

मीराचलीप्रदाता

Ravi Kumar Agarwalla

Rajesh Kr. Agarwalla

Mukesh Kumar Agarwalla

18/6/97

- : 8 :

out of which from our own share measuring an area 5 kathas or to say  $8\frac{1}{4}$  dec. (Five kathas or eight and one fourth decimals) of land is hereby sold by this sale deed MARKED AS LOT NO.7-PHASE-II as per plan attached herewith and shown in colour Red which is butted and bounded as follows:-

NORTH: Road.

SOUTH Vendors own

EAST: 15 feet wide proposed road.

WEST: Vendors own.

Drafted by me, read over and explained the contents to the executants and claimant.

WITNESSES:

*Rabunvaran Singh*

1. धर्मो मा डान्यारि  
को लम कुशमा

Deedwriter, Dhanbad.

2. श्री रवि कुमार अग्रवाल  
श्री राजेश कुमार अग्रवाल

Typed by: *Ry*



PART PLAN OF MOUZA KALAKUSMA SHOWING THE LAND COLOURED IN  
 R.D. THANA (DHANBAD) JHARIA No.12. DIST-DHANBAD. KHATA No.122.  
 PLOT N. 1273 (PART) AREA 5 KATHAS (LOT No.7, PHAS II)  
 SELF AND ATTORNEY (1) SRI BASDEO PRASAD AGARWALLA S/O LATE BABU-  
 LAL AGARWALLA (2) SRI MUKESH KUMAR AGARWALLA S/O SRI BASDEO-  
 PRASAD AGARWALLA OF LACHHMANIA MORE, JHARIA, P.S. JHARIA, DIST-DHANBAD  
 PURCHASED BY:- SRI SHIV SHANKAR PRASAD SAH S/O LATE BANSHI SAH.  
 RESIDENT OF SABJI PATTI JHARIA, P.S. JHARIA, DIST-DHANBAD.



SITE PLAN  
 NOT TO SCALE

Basdeo Prasad Agarwala  
 श्रीशदेवीप्रसादबाला

Ravi Kumar Agarwala

Mukesh Kumar Agarwala

Mukesh Kumar Agarwala

18/6/97

TRACED BY:-  
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