

24/2 20,000 anna 541/2 229) 5000RS.



Vide submission memo no 26/2/97

28/11/97  
23

Basdeo Prasad Agarwalla  
श्री बासदेव प्रसाद अग्रवाल  
Rajesh Kumar Agarwalla  
Rajesh K. Agarwalla  
18.6.97

18.6.97

DEED OF SALE under C. M. A. D. A. Indian Stamp Municipal Act

THIS DEED OF ABSOLUTE SALE is made on this the 18th

24/2 day of JUNE, One thousand nine hundred and Ninetyseven BY &

20000 BETWEEN (1) Sri Basdeo Pd. Agarwalla, son of Late Babulal Agar-  
53 walls (2) Smt. Meera Devi Agarwalla, wife of Sri Basdeo Pd. Agar-  
2063 walla (3) Sri Ravi Kumar Agarwalla (4) Sri Rajesh Kumar Agarwalla  
2066-44 (5) Sri Mukesh Kumar Agarwalla sons of Sri Basdeo Pd. Agarwalla

all by faith Hindus, by occupation Business and housewife,

resident of Jharia, P. O & P. S. Jharia, chowki, sadar sub regis-  
try 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: (the

Vendor no. 2 to 4 are represented by their constituted  
Attorney Vendor no. 1 Sri Basdeo Pd. Agarwalla vide power no.  
83 of 1989 regd. at Dhanbad sub registry office, Dhanbad)

Hemlata Saha

भारतीय न्यायपालिका

Rd

भारतीय न्यायपालिका  
दस्तावेज

180, 97-98  
Sold to... Smt. Hemlata Saha  
of... Sahyaji Patti, Thakur  
through...  
No. 7750-02 (Sec. 200 of 75)

1697

90-91

प्राप्त/व्यवहार के लिए...  
कार्यक्रम में...  
हस्ताक्षर...  
दिनांक...

प्राप्त/व्यवहार के लिए...  
कार्यक्रम में...  
हस्ताक्षर...  
दिनांक...



Bardoo Prasad Agarwalla:  
18-6-97

18/6/97

प्राप्त/व्यवहार के लिए...  
कार्यक्रम में...  
हस्ताक्षर...  
दिनांक...

228  
18/6/97

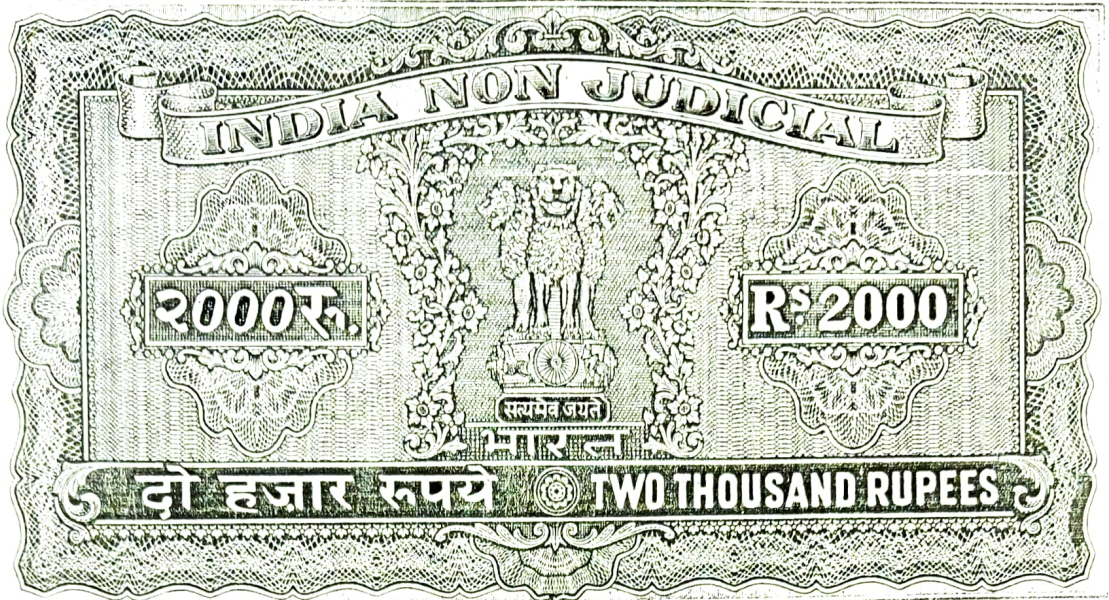
Bardoo Prasad Agarwalla  
18/6/97

229  
18/6/97

Mukesh Kumar Agarwalla  
18/6/97

*(Handwritten signature)*

18/6/97



Basdeo Prasad Agarwala

मीरा लाल अग्रवाल

रवि अग्रवाल

Rajesh K. Agarwala

Mukesh K. Agarwala

18-6-97

--: 2 :-

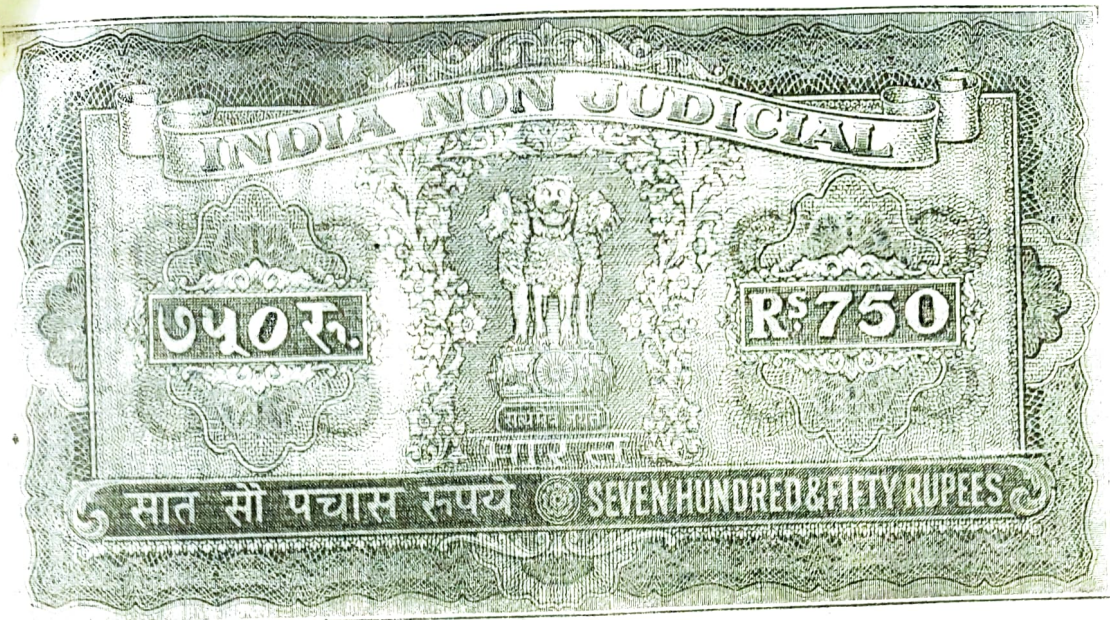
A N D

SMT. HEMLATA SAHA, Daughter of Sri Ganpat Sah, by faith Hindu, by occupation Housewife, resident of Sahji Patti Jharia, P.O. & P.S. Jharia, chowki, sadar sub Registry office Dhanbad. Dist rict 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 her heirs, executor successors, administrators, legal representatives and assignees) of the OTHER PART:

WHEREAS Dina Nath Agarwala and Basdeo Pd. Agarwala are full brothers and were members of the Joint Hindu family on which Dina Nath Agarwala was the KARTA,

And/whereas said Joint Hindu family comprising of the members of the parties acquired different lands and

Hemlata Saha



Basudeo Prasad Agarwala

श्रीराधेनीअग्रवाल

रविअग्रवाल

राजेशअग्रवाल

मकुेशअग्रवाल

18.6.97

-- 3 --

properties in the name of Shanti Devi Agarwala, wife of Dina Nath Agarwala by virtue of Regd. Sale Deed no.3489 dt. 20.3.61 from Panchu Mondal and others and also by several sale deed, all the deeds were registered at Dhanbad sub registry office and was in peaceful possession over the same by mutating their names 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 Agarwala wife of Dina Nath Agarwala and others amongst the heirs and successors of Basudeo Pd Agarwala mutually partitioned the properties by virtue of Deed of Partition being No.7068 dt.9.6.84 registered at

Hemlata Saha

Basdeo Prasad Agarwalla.

मोरोचाली अग्रवाल

Ravi Agarwal C.

Rajesh K. Agarwalla

Mukesh K. Agarwalla

18.6.97

-: 4 :-

Dhanbad sub registry office in which the SCHEDULE 'B' land exclusively fell in the shares of Basdeo Pd. Agarwalla 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 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 which the vendors have accepted. (the receipt whereof vendors doth hereby admit and acknowledge)

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 by Cheque No.987966 dt.18.6.97 of S.B.I. Dhanbad, but as per rate fixed by the Govt. the parties are paying stamp duty and registration fees for Rs.50,000/- (Rupees fifty thousand) for the said land which is described in the schedule below and in consideration of the terms, conditions and covenants hereinafter contained, the vendors 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, easements etc. belonging to or appertaining to free from all encumbrances whatsoever TO HAVE AND TO HOLD

Hemlata Saha

Bardoo Prasad Agarwalla.

प्रो. रू. दी. अ. रा. म. ल.

Ran. Agarwalla

Rajesh K. Agarwalla

Mukesh K. Agarwalla

18.6.97

--: 5 :-

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. thereon 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 over the same and they have not in any way or manner transferred or encumberred 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-share 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.

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

That the vendors doth hereby further covenant with

Hemlata Saha

✓ Boodeo Prasad Agarwalla.

✓ श्री ३३३३३३३३

✓ Ravi Agarwalla

✓ Rajesh K. Agarwalla

✓ Mukesh K. Agarwalla

18-6-97

-: 6 :

the purchaser to do or to execute all such acts, deeds and things as may be required reasonably for better assuring to the purchaser 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 transfer the land in favour of the purchaser from the Competent Authority under Urban Land Ceiling & Regulation Act, 1976 vide Memo No. 36 dt. 24.5.97.

IN WITNESS WHEREOF the vendors have set and subscribed their respective hands out of their own freewill and choice on this the day, month and year first above written.

SCHEDULE

All that piece and parcel of RAIYATI LAND situated in Mouza: KALAKUSMA, Police Station 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 seventy-three) out of which from own share measuring an area 5 kathas or to say 8½ dec. (Five kathas or to say eight and one fourth decimals) of land is hereby sold by this sale deed MARKED AS LOT NO. 6, PHASE-II as per plan attached herewith and shown in colour Red which is butted and bounded as follows:-

Hemlata Saha

Bonded Bonded Agarwalla.

श्रीरामदी आगवाल

Ram Agarwalla.

Rajesh Agarwalla

Mukesh N. Agarwalla

18.6.97

:-7 :-

NORTH : Road.

SCOUTH: Vendors own

EAST: Vendors own

WEST: 15 feet wide proposed road.

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

WITNESSES:

Rabindranath Sarkar

Deed Writer, Dhanbad.

1. केली म आगवाल  
का ली कुशमा  
18.6.97

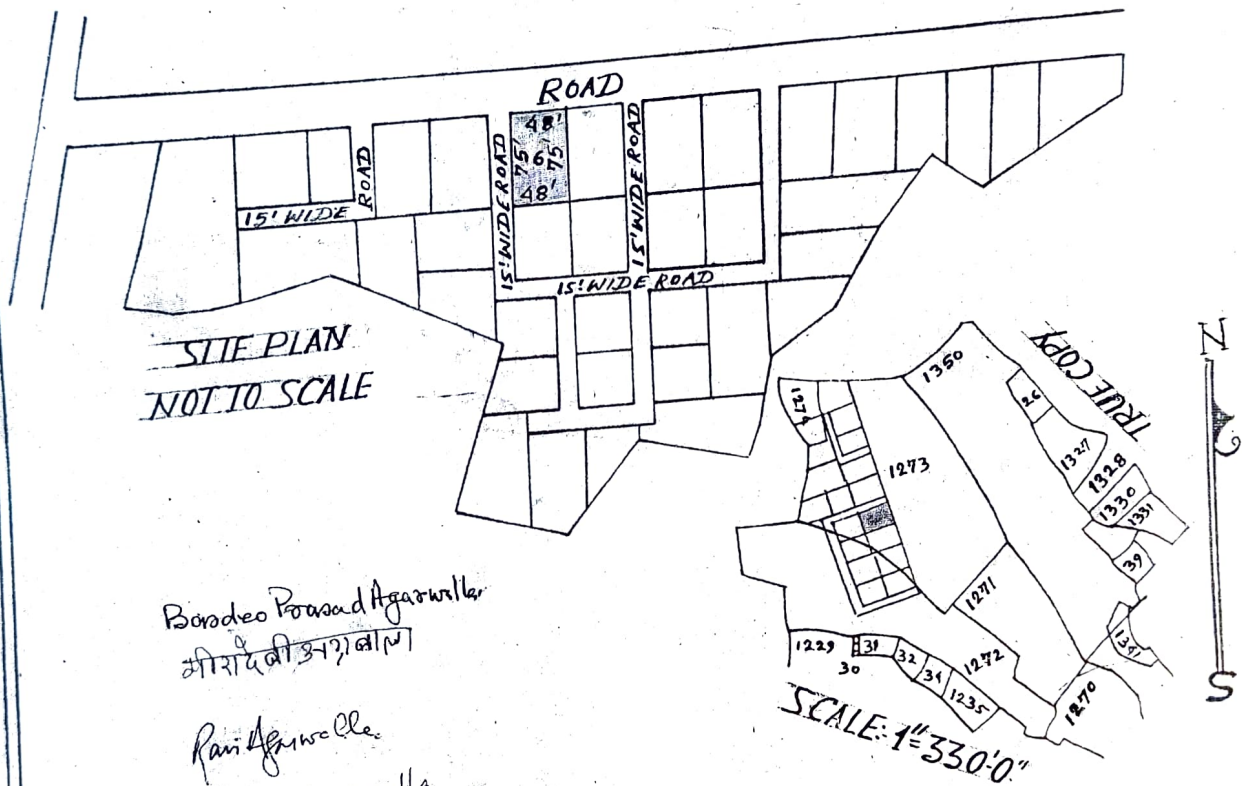
2. श्रीरामदी आगवाल  
विजयसुता  
श्री रामदी आगवाल

Hemlata Saha

Typed by:



PART PLAN OF MOUZA KALAKUSMA SHOWING THE LAND COLOURED IN RED THANA - (DHANBAD) JHARIA No.12. DIST-DHANBAD. KHATA No.122. PLOT No. 1273 (PART) AREA 5 KATHAS (LOT No. 6. PHASE 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:- SMT. HEMLATA SAHA D/O SRI GANPAT SAH. RESIDENT OF SABJI PATTI, JHARIA, P.S. JHARIA, DIST. DHANBAD.



Basdeo Prasad Agarwalla  
 बीसदेवी प्रसाद आगरवाला

Rani Agarwalla  
 राजेश आगरवाला  
 18. 6. 97

Mukesh K. Agarwalla

TRACED BY:-  
 Ansalu

Hemlata Saha