

AND IN FAVOUR OF

1. SRIMATI BULBUL DEVI, Wife of Sri Shyamali Sharma 2. SRIMATI SHARDA DEVI, Wife of Sri Sadan Sharma both by faith Hindu, by occupation Housewives resident of Hirapur, Dhanbad, P.S. Dhanbad, chowki sadar sub registry office Dhanbad, District Dhanbad hereinafter called and referred to as the PURCHASERS (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 assigns) of the OTHER PART:

WHEREAS Sri Chiranjibi Agarwalla, the grand father of the vendor owned and possessed the below mentioned schedule land by virtue of Settlement from the then Landlord the State of Bihar vide Encroachment Case No. 659/60 and rent was fixed atRs. 13/- in tikuri right and paid salami for the same Rs. 390/-to the Landlord and possessed the same peacefully.

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AND WHEREAS aforesaid Chiranjibi Agarwalla died leaving behind his son Sri Bishwanath Agarwalla as his heirs and successors who became the sole and exclusive owner of the below mentioned schedule land.

AND WHEREAS aforesaid Bishwanath Agarwalla while thus in peaceful and undisturbed possession thereof died leaving behind his son Sri Surendra Kumar Agarwalla, the vendor of this deed as his heirs and successor.

And whereas the vendor has obtained order for mutation in respectof the land from the Addl.Collector Dhanbad vide his Memo No. 2982 dt. 29.5.1978 and accordingly the Circle Officer Dhanbad mutated the below mentioned schedule land in favour of the vendor vide mutation Case No.53/78-80 (Succession Mutation) as per the order of A.C.Dhanbad and thereafter the vendor has mutated his name in the sherista

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of the landlord the State of Bihar and Paying rent for the same under thoka no.719 and also recorded his name in the regisional survey settlement.

And whereas the vendor while thus in peaceful and undisturbed possession over the same became desirous of selling the land in two parts which is morefully described in the schedule below and whereas the purchasers have agreed to purchase the said land and offered to pay a sum of Rs.6,23,000/-(Rupees six lacs twenty three thousand) only, as the highest consideration thereof which also certified by the C.O.Dhanbad vide his Memo No. 3488 dt. 15/140/

NOW THIS DEED OF SALE WITNESSETH AS FOLLOWS: -

That in consideration of the sum of Rs.6,23,000/-(Rupees six lacs twentythree thousand)only, have



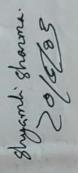
been paid by the purchasers to the vendors (the receipt whereof the vendor doth hereby admits and acknowledges) for the sale of the said land which ismorefully described in the schedule below and in consideration of the terms, conditions and covenants hereinafter contained, the vendor hereby absolutely and indefeasibly grant, sell, conveys, transfer and assign unto the purchasers byway of absolute sale all the right, title, interest and possession etc. together with all claims, demands, liberties, benefits, easements etc. belonging to or appertaining to freefrom all encumbrances whatsoever TO HAVE AND TO HOLD the same to and unto the use of the purchasers peacefully and quietly for at all times to come subject to the



payment of rent that to the Landlord the State of Jharkhand, having full right and authority to transfer the same by sale, gift, mortgage by making houses etc. thereon and either by living thereon or by letting out the same to any person or persons or otherwise as the purchasers like.

That the vendor doth hereby covenant with the purchaser that he is the true and lawful owner of the land and is in sole and exclusive possession over the said land and he has 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 vendor is not the true and lawful owner





of the land or has other sharer or co-sharer or that the wender has no right and authority to transfer the said land and if by any other reasons thereof the purchasers are putto any loss the vendor doth hereby undertake to compensate the purchasers in every respect thereo f.

That the purchasers shall hereafterpay the proportionate annual rent and cessWiolog paise to the Landlord the State of Jharkhand or any other amount that may be assessed for the said land hereby sold to the purchasers by virtue of this sale deed.

That the vendor doth hereby further covenant with the purchasers to do or to execute all such acts deeds and things as may be required reasonably for better assuring to the purchasers to in and over the vendor's land and the vendor shall render all possible aid and assistance to the purchasers in the matter of mutation etc.



That the vendor has obtained necessary permission to transfer the land from the Competent Authority under Urban Land Ceiling & Regulation Act, 1976 vide Memo No. 587 dt. 24.2.2003.

In witness whereof the vendor has set and subscribed his hand through Attorney on this the day, month and year first above written

SCHEDULE

All that piece and parcel of HOMESTEAD LAND situated in Mouza: SARAIDHELLA, P.S. Dhanbad, at present P.S. Saraidhella, chowki; sadar sub registry office Dhanbad District Dhanbad.

1000Rs.



MOUZA: SARAIDHELLA, Mouza no.8, KHATA NO.175(One hundred seventyfive) PART OF PLOT NO. 2328 (Two thousand three hundred twentyeight) New S.S. Plot No. 1780 out of which measuring an areatten kathas or to say 161 dec. in two parts- i.e. 05 dec. and 11½ dec.

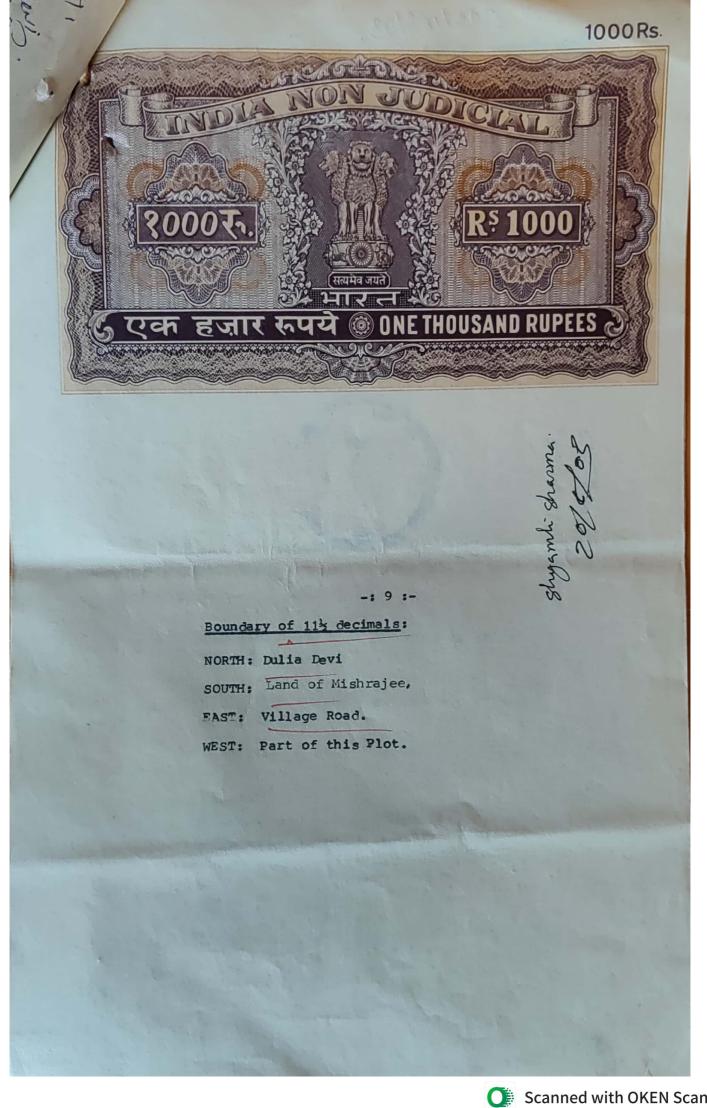
Boundary of 05 decimals

NORTH: Dulia Devi

SOUTH: Land of Mishrajee,

EAST: Part of this Plot

WEST: Road.





Thus total area sold 10 kathas or to say 16 dec. of land.

As per plan attached herewith and shown in colour Red.

Certified that the duplicate is the true and exact copy of the original.

Shymh sharma. Signature of the vendor.

