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झारखण्ड JHARKHAND

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निबंधन अधिनियम.....1908.....के अधीन
 और छोटानागपुर/झंझारपुरगना टेनेन्सी एक्ट की
 धारा.....21.....के अधीन भी ग्राह्य है और
 इण्डियन स्टाम्प एक्ट 1899 की अनुसूचि A(1) के
 खण्ड.....23.....के अधीन यथावत स्टाम्प सहित
 (या स्टाम्प शुल्क के विमुक्त या स्टाम्प शुल्क अपेक्षित नहीं)

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निबंधन प्रबन्धकारी
 27/07/11

उपरोक्त प्रबन्धकारी
 27/07/11

Yapani Palit

1313

Minni Shasna or Barussia Dehya

for Sak Deu

SPS



28/6/19

M. P. KE HRI

L. No. - 2/08

Deogarh Col



Yapasi Palit
 21st 12th
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 21st 12th
 21st 12th

Siney (unclear)

SALE DEED

THIS DEED OF SALE MADE on this the 27th day of June 2019
 (Two Thousand Nineteen) A.D of the Christian Era

BETWEEN

1. SRI SANJAY KUMAR ROY, Son of Late Sandeep Kumar Roy, Grandson of Late Bimla Prasad Roy, by faith Hindu, by profession Land holder, by Nationality Indian, resident of Asharam Keshan Road, Mouza Shyamganj, Mohalla Castairs Town, B. Deoghar, Subdivision, Subregistry and District Deoghar (Jharkhand) at present residing at 35 College Street, P.S. Muchipara, Kolkata—700073

Yapasi Palit

Japasi Palit

21/01/2018

Singh (Jharkhand)

21/01/2018

21/01/2018

21/01/2018

21/01/2018

(West Bengal) through his constituted attorney SRI UDAY NARAYAN JAJWARE, Son of Satya Narayan Jajware, by caste Brahmin, by profession business, by Nationality Indian, resident of Dukhi Sah Road, Jhousagarhi, P.S. Deoghar, Subdivision, Subregistry and District Deoghar (Jharkhand) and SRI RAKESH SINGH, Son of Swarath Singh, by caste Bhumihar Brahmin, by profession business, by Nationality Indian, resident of Baski, P.S. Sarath, Subdivision and Subregistry Madhupur, District registry office and District Deoghar (Jharkhand), vide registered General Power of attorney on 28.08.2018 registered at registry office entered in Book No. IV, Volume No. 10, Page 75 to 158, Serial No. 902, Deed No. 94, for the year 2018 ;

(Photostat copy of General Power of attorney attached) ;

2. SRIMATI TAPOSI PALIT, Daughter of Late Sandeep Kumar Roy, Grand Daughter of Late Bimla Prasad Roy, Wife of Sri Sanjay Palit, by faith Hindu, by profession housewife, by Nationality Indian, resident of M—49, Road No. 2, S. K. Nagar, P.S. Budha Coloney Town, Subdivision and District Patna (Bihar)

hereinafter Jointly called the VENDORS (Which expression shall unless excluded by or repugnant to the context be deemed to include their legal heirs, executors, administrators, successors, legal representatives and assigns) of the ONE PART

(Photostat copy of Pan Card and Aadhar card attached);

AND

1. SRI ABHINANDAN KUMAR GUPTA, Son of Sri Kailash Prasad Sah, by caste Haluwai (Madhesiya Vaishya) by profession business, by nationality Indian, resident of Dr. Rajendra Prasad Road, Mouza Shyamganj, Mohalla Castairs Town, B. Deoghar P.S. Deoghar, Subdivision, Subregistry and District Deoghar (Jharkhand)

2. SRI GOPAL SAH, Son of Kanchan Sah, by caste Sondik, by profession business, by nationality Indian, resident of Village and P.O. Ratanganj, P.S. Sajour, Subdivision, Subregistry and District Bhagalpur (Jharkhand)

3. SRI BINAY KUMAR BARANWAL, Son of Sri Shiv Shankar Lal, by caste Modi, by profession business, by nationality Indian, resident of Radhe Krishna Complex, No. 402, R.K. Bhattacharya Road, near Bansal Tower, Patna, G.P.O. Gandhi Maidan, District Patna (Bihar)

4. SRI RAM SARAN BARANWAL, Son of Late Dasarath Lal Baranwal, by caste Modi, by profession business, by Nationality Indian, resident of Dr. Rajendra Prasad Road, Mouza Shyamganj, Mohalla Castairs Town, B. Deoghar P.S. Deoghar, Subdivision, Subregistry and District Deoghar (Jharkhand)

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Yapasi Palit
21/12/16
Binoy Kumar
Smt. Hemanto Kumari Roy
21/12/16
SMT MINNI SHARMA
27/06/1969

hereinafter called the CONFIRMING PARTIES (Which expression shall unless excluded by or repugnant to the context be deemed to include his legal heirs, executors, administrators, successors, legal representatives and assigns) of the SECOND PART,

AND

SMT MINNI SHARMA, Wife of Sri Ajit Kumar, by faith Hindu, by caste *Lohara*, by profession housewife, by Nationality Indian, resident of near S.B.I Training Centre, Baramasia, P.S Deoghar, Subdivision, Subregistry and District Deoghar (Jharkhand) hereinafter called the PURCHASER (Which expression shall unless excluded by or repugnant to the context be deemed to include her legal heirs, executors, administrators, successors, legal representatives and assigns) of the THIRD PART ; **(Photostat copy of Pan Card and Aadhar card attached)**

WHEREAS one Sachindra Nath Roy died intestate sometime in the year 1930 leaving him surviving his widow Smt. Hemanto Kumari Roy since deceased and two sons Bimala Prasad Roy since deceased and Kamala Prasad Roy since deceased and leaving various ancestral immovable properties including the property mentioned in the Schedule hereunder written.

AND WHEREAS some of the said ancestral properties have since been disposed of by the said Smt Hemanto Kumari Roy, Bimala Prasad Roy and Kamala Prasad Roy during their respective lifetime although they were still in joint possession of the messuages dwelling houses and premises mentioned and described in the Schedule hereunder written and legal representatives under the Bengal School of Hindu Law by which he was governed at the time of his death.

AND WHEREAS the said Smt. Hemanto Kumari Roy died sometime in the year 1953 and thereafter Bimala Prasad Roy also died.

AND WHEREAS the said Kamala Prasad Roy was entitled to an undivided half share and Sandip Kumar Roy son of said Bimala Prasad Roy succeeded to the undivided one-fourth share and the said Smt. Bisseswari Roy widow of Bimala Prasad Roy succeeded to the remaining undivided one-fourth part or share in the properties of Late Sachindra Nath Roy and Late Smt. Hemanto Kumari Roy including the property mentioned in the said Schedule hereunder written.

AND WHEREAS by and under a mutual Deed of Partition and Agreement dated 27.06.1969 registered in the office of the Registrar of Assurances Calcutta in Book No. 1, Volume No. 106, Pages 266 to 285, being No. 3032 for the year

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1969, all the properties of Late Sachindra Nath Roy and Late Bisseswari Roy and Smt. Bharti Roy, widow and daughter respectively of Late Bimala Prasad Roy, whereby and where under the Smt. Bharati Roy relinquished all her claims against the allotment made therein to Kamala Prasad Roy as well as Sandip Kumar Roy provided she would reside and be maintained by her mother Smt. Bisseswari Roy and her marriage expenses would be provided out of the allotment to be made therein to her mother, and whereas in the said Power of Attorney No. 94 for the year 2018 in page No. 2, in line 22, being No. 3023 has been typed at the place of being No. 3032 due to bonafide mistake.

AND WHEREAS as a consequence of the said mutual Partition Sandip Kumar Roy, inter alia, became the absolute owner of Lot "B" measuring an area of 16 Bighas, 2 Kathas, 6 Chhitak, 9 Sq. ft. according to Standard measurement with building, within Deoghar Municipal ward No. 8, Holding No. 20, situated in Mouza Shyamganj Mohalla Castairs Town, appertaining to Taluque Rohini, P.S Deoghar, Subdivision and Subregistry Deoghar, District Santhal Parganas, now Deoghar, in the State of Bihar now Jharkhand, **Photostat copy of Deed of Partition attached in the power of attorney**

AND WHEREAS said Sandip Kumar Roy mutated his name in the office of the Circle Officer Deoghar, Register II Revenue department (Vol—8, Page—61) and paying annual rent vide Jamabandi No. 54/3217, 55/3218/2, 256/3665 Ja/1, **Photostat copy of Rent Receipt attached in the power of attorney.**

AND WHEREAS said Sandip Kumar Roy seized and possessed area 16 Bighas, 2 Kathas, 6 Chhitak, 9 Sq. ft. according to Standard measurement with building on some portions, died leaving behind him his two sons namely Sanjay Kumar Roy, Surojit Kumar Roy and one daughter Taposi Palit, who inherited and became owners of said property jointly.

AND WHEREAS Said Taposi Palit and others filed a Suit In the Court of the Civil Judge (Senior Division) No. 1 Deoghar, bearing Title (P) Suit No. 11 of 2008 Taposi Palit and others---Plaintiffs Versus Sanjay Kumar Roy---Defendant for partition of the said property with other property.

AND WHEREAS as per Joint compromise petition filed by the concerning parties of the said Suit, marked as "B" measuring an area of 63,953 Sq. ft and marked as "B1" measuring an area of 2,730 Sq. ft., total area measuring 66,683 Sq. ft. more fully shown in the map or plan in green colour filed in the said suit allotted in the exclusive share of the present Vendor No. 1 Sanjay Kumar Roy **Photostat copy of Title (P) Suit attached herewith**

Yapari Palit
21/1/19
Sanjay Kumar Roy
21/1/19
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AND WHEREAS Present Vendor No. 1 Sanjay Kumar Roy seized and possessed over the property allotted in his exclusive share being full and absolute owner thereof.

Photostat copy of L.P.C vide Memo No. 146/R, dated 17.01.2019 issued by the office of the Circle officer Deoghar **attached herewith**

AND WHEREAS as per Joint compromise petition filed by the concerning parties of the said Suit, marked as "C" measuring an area of 63,953 Sq. ft and marked as "C1" measuring an area of 2,730 Sq. ft., total area measuring 66,683 Sq. ft. more fully shown in the map or plan in yellow colour filed in the said suit allotted in the exclusive share of the present Vendor No. 2 Taposi Palit

AND WHEREAS Present Vendor No. 2 Smt. Taposi Palit seized and possessed over the property allotted in her exclusive share being full and absolute owner thereof.

Photostat copy of L.P.C vide Memo No. 1849/R, dated 13.12.2018 issued by the office of the Circle officer Deoghar **attached herewith**

AND WHEREAS being need of money the present vendor No. 1 declared their intention to sale measuring an area of 971 Sq. ft out of their share marked as "B" part and present vendor No. 2 declared their intention to sale measuring an area of 102 Sq. ft out of their share marked as "C" part, total 1,073 Sq. ft. of vacant land jointly

AND WHEREAS the Purchaser after inspection of the property and are related deed and documents and of his causing search have satisfied with the fide of the vendors the property under schedule approached to the vendors and offered to purchase said area of 1,073 Sq. ft of vacant land and the price jointly settled and fixed at Rs. 16,87,000/- (Sixteen Lac Eighty Seven Thousand) only including cost of the proposed Road as per agreement dated 15.03.2017, which is fair, reasonable, just and proper according to location situation of the property which amount the purchasers agreed to pay. It is hereby agreed by and between the parties that the vendors shall sell and the purchaser shall purchase the property fully described in the schedule below.

NOW THIS INDENTURE WITNESSETH that in consideration of sum of Rs. 15,27,000/- only aforesaid truly paid to the vendor No. 1 and sum of Rs. 1,60,000/- only aforesaid truly paid to the vendor No. 2, total Rs. 16,87,000/- (Sixteen Lac Eighty Seven Thousand) only aforesaid truly paid by the purchaser and receipt whereof duly acknowledged by the vendors as per Memo of consideration and the Vendors do hereby and hereunder convey, sale, transfer, assign and assure the respective property fully mentioned and described in the schedule below of this deed and which is free from all encumbrances, liens, Charges, attachments and/or hypothecation with banks.

Yapari Palit

Yapari Palit
21/11/18
Binoy Kundan
[Signature]
[Signature]
[Signature]
[Signature]

AND WHEREAS the vendors now have good right, full power and absolute authority to grant convey, transfer, sell or assign of above respective property to any body in any manner whatsoever.

AND WHEREAS the vendors also declare that they have not done any wrong or committed any breach of means of which the right, title, interest or possession of the vendors in their respective have any way jeopardised or become defective.

AND WHEREAS the Vendor No. 1 his heirs, administrators or assigns further covenant that he shall at the request and cost of the Purchaser, her heirs, successors, administrators do or execute or cause to be done or executed all such lawful acts, deeds and things whatsoever for further and for more perfectly conveying and assigns the said property and every part thereof according to the true intent and meaning of this deed.

AND WHEREAS the Vendor No. 2 her heirs, administrators or assigns further covenant that she shall at the request and cost of the Purchaser, her heirs, successors, administrators do or execute or cause to be done or executed all such lawful acts, deeds and things whatsoever for further and for more perfectly conveying and assigns the said property and every part thereof according to the true intent and meaning of this deed.

AND WHEREAS the vendors hereby declares that the purchaser became absolute and exclusive owner there of from generation to generation with all right to convey, transfer, assign or sell the same.

AND WHEREAS the purchaser shall get her name mutate in the record of circle office Deoghar and Deoghar Municipal Corporation and shall pay the rent and tax.

AND WHEREAS We the confirming parties confirms this present sale deed executing as confirming parties in this present sale deed and declares that the registered sale deeds which has been registered earlier in our names through the attorney holder of the present Vendor No. 1 Sanjay Kumar Roy, should be declared as null and void and the registered sale deeds in our names should be treated as Basket paper.

SCHEDULE

In the District of Deoghar, Sub-division, Sub-registry and P.S Deoghar, Mouza-Shyamganj No. 413, Mohalla Castairs Town, a piece and parcel of unsurveyed Basauri transferable Land of vendor No. 1 mark "B" part area 971 Sq. ft and of vendor No. 2 mark "C" part area 102 Sq. ft., total area measuring 1,073 Sq. ft. (One Thousand Seventy Three Sq. ft) i.e. 2.463 decimals of vacant and parti land, being part of Town Plan Plot No. 776, under Jamabandi No. 54/3217, 55/3218/2, 256/3665 Ja/1 of Register II Revenue Department, within Deoghar Municipal Ward No. old 8, thereafter 18, Deoghar Municipal Corporation old ward No. 15, new 32, more fully shown in the map or Plan attached herewith in red colour marked as subplot No."32" part and "33" part

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21st 12/12
Bijoy Prasad
21st 12/12
21st 12/12
21st 12/12
21st 12/12

Boundary of area 971 Sq. ft as follows
North :--land of Vendor No. 1 subplot No. "33" part and "32" part.

South :-- 15'—00" wide proposed Road.

East :-- 15'—00" wide proposed Road.

West :--Land of vendor No. 2 subplot No. "32" part and "33" part

Boundary of area 102 Sq. ft as follows
North :--Land of Vendor No. 2 subplot No. ~~"33" part~~ and "32" part.

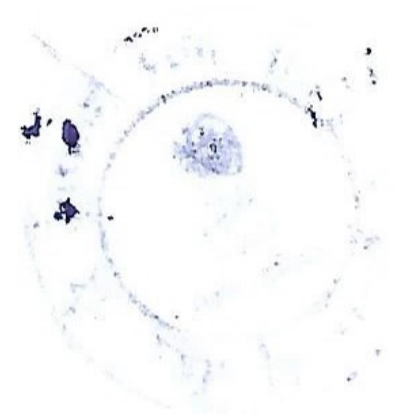
South :-- 15'—00" wide proposed Road.

East :--Land of Vendor No. 1 subplot No. "32" part and "33" part

West :--Land of Vendor No. 2 subplot No. "32" part

DECLARATION :--above property is situated with other side Road which is residential and out of lease, Stamp duty has paid at fixed rate. sold land is out of Govt Land (Keshre Hind land/Germajaruwa Aam land/Germajaruawa khas land/Jungle land/forest land/any kind of Govt land, Gochar, Bhuhadbandi, Adiwasi khata, Kabristan, Dargah, any religious place and out of C.B.I. enquiry. IN WITNESS WHEREOF the Vendors put signatures and subscribe hands on the day month and year first above written. Signed and delivered in presence of the witnesses.

(Japari Palit)



2. Aman Kumar Deo
vill- Mahtodih Udaypura Post. Sangram losiya
Dist- Deoghar P.S. Jasidih

Dhrub Chandra Ho. 8406959268

Sto - Late Anant Pd. Ho.
S.B. 207 Road, Lohabari, Deoghar

M. No. - 9924451000

Aman

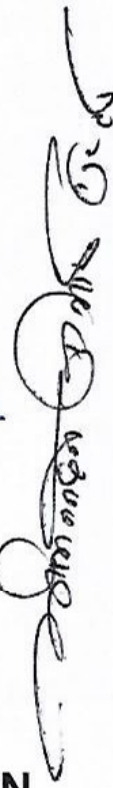
Attested by
Sitarananda

AMAN KUMAR DEO
23.03.2019

Japani Palit

219176389518

Binay Kumar



21/11/18

21/11/18

21/11/18

MEMO OF CONSIDERATION

In favour of vendor no I
Through cheque of RS ————— 15,27,000=00

In favor of vendor no 2
RTGS SBIN 219176389518 ————— 1,60,000=00

Total - 16,87,000=00

Japani Palit

Remarks ① In this deed in Page 3, line 5 word "Lohara" has been written,

② in Page 6, line 14 mark 2 has been overwritten

③ in Page 7, line 5 words "and 33 Part" and in line 8 words "33 Part and" has been cutten.

and on cutting our writing and written there signed by the executant, by the pen of sstaramand and it dw deaphe

Japasi Palit

21st 12E

Binyambad

Signature

Signature

Signature

Photo, Signature and L.T.I of Vendor-



Attested by me
Sitarambant

Japasi Palit



7903041017

364 7/2/2017
Attested by me
Sitarambant

8873417587

364 7/2/2017



MB No -

6206441535

Attested by me
Sitarambant

21st 12E

-9-



Yopone Pahlit

21/11/2019

Binyo Kusubal

Binneka Similito

21/11/2019, 09:10 AM

Binneka Similito

21/11/2019, 09:10 AM

Photo, Signature and L.T.I of Confirming Parties-



Attested by me
Sitoran Audit

Binneka Similito
Binneka Similito



Attested by me
Sitoran Audit

Binyo Kusubal
Binyo Kusubal



Yapani Palitt

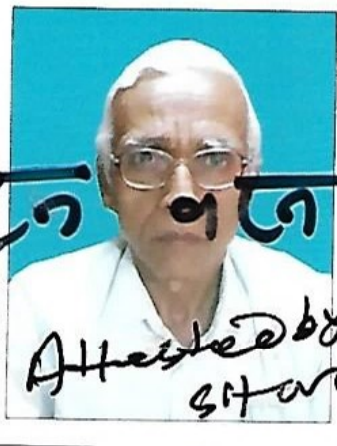
27/1/2019

Binoysumband

Signature of Binoysumband
RAM SACHIN

21/1/19
3624712/2019

Photo, Signature and L.T.I of Confirming Parties-



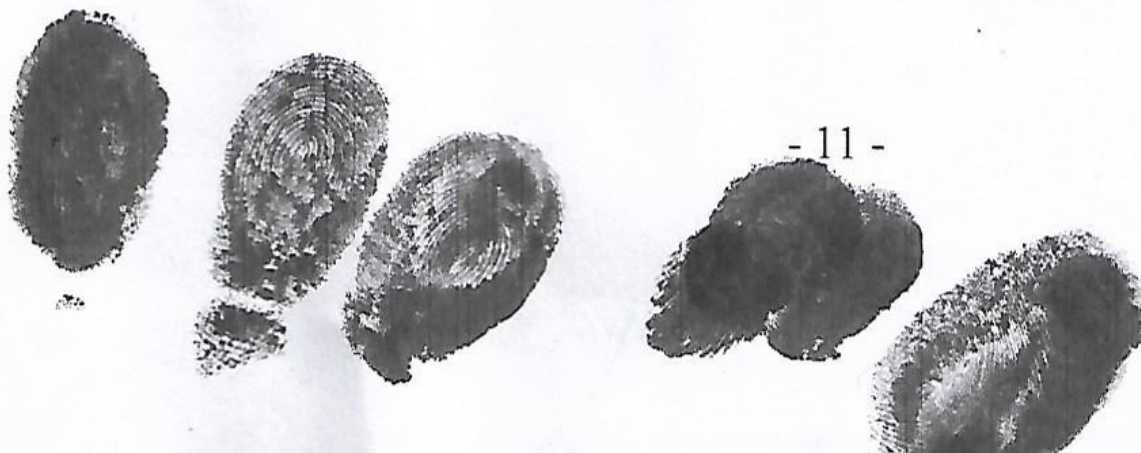
राम लाल पालित

Attested by me
Sitaranand

रामलाल पालित



21/1/19
Attested by me
Sitaranand
21/1/19



Yapari Palit

21/11/19

Benoy Kumar

Signature of Benoy Kumar

27/06/2019

21/11/19

37(5) 1982

Photo, Signature and L.T.I of Purchaser-



Minni Shazma
Attested by me
Sitaranand



Minni Shazma.



Read over the contents of deed and explained to the parties, Sitaranand

Deed Writer Deogarh 27.06.2019

Certified that the left hand finger print of all the persons, whose photographs affixed in this deed has been taken in my presence Sitaranand

Deed Writer Deogarh. 27.06.2019

Licence No. 37(5) 1982

