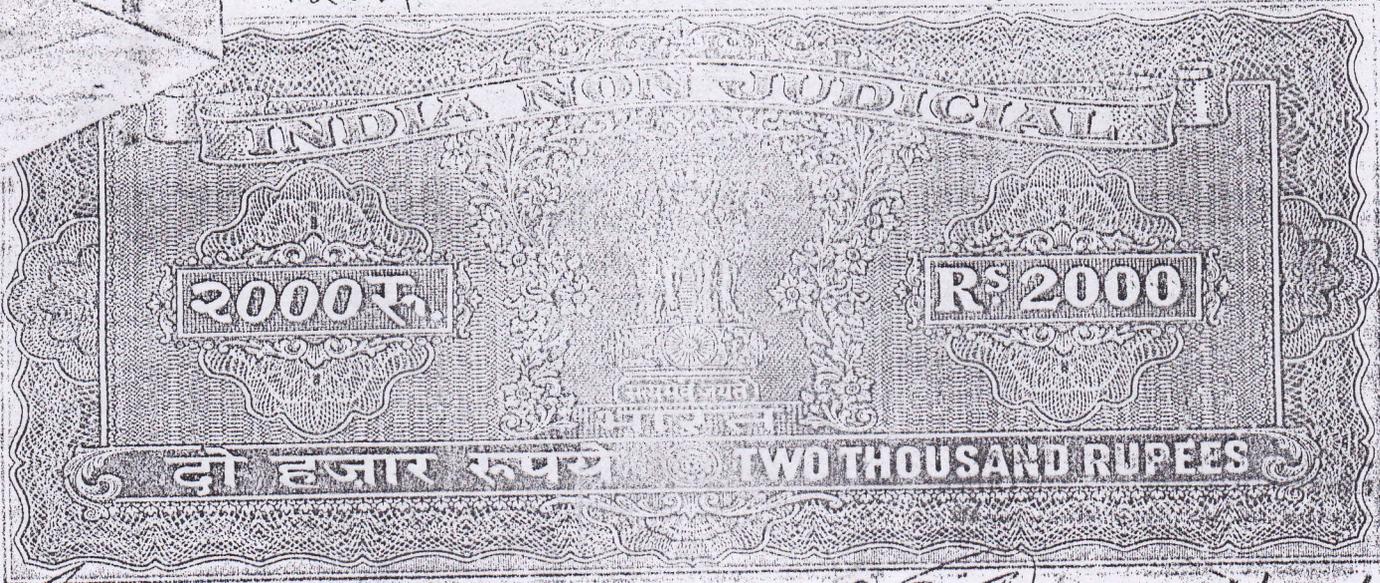


1257

I

891 2000 Rs.



Handwritten number 273

11/3/95

Handwritten text in Hindi/Urdu script, likely a description of the property or transaction being stamped.

Handwritten text: 1-3-94, 11/3/95, and other illegible scribbles.

Handwritten signature or initials: P.R. G. and another illegible signature.

45/10

Admissible under Rule 21 duly stamped under the Indian Stamped Act-1899 as also as amended by W. Bengal Stamp Amendment Act-1988 Schedule IA No. 92
 Not Paid as under,



Handwritten list of amounts: 55, 25, 4, 568.

Stamp: Department of Agriculture, Government of West Bengal.

1. NAME AND ADDRESS OF THE VENDORS

1. SHRI KUNKUN RAI son of Late ETBAR GOPE alias ETBAR ROUT,

2. SHRI ADALAT RAI son of SHRI KUNKUN RAI

3. SHRI RAJ DEO RAI son of SHRI KUNKUN RAI

4. SHRI AYODHYA RAI son of SHRI KUNKUN RAI

All residents of Mouza : Dhanaut, Village : Mahuabag,

P.O. Sahaya Nagar, P.S. : Danapur, District : Patna,

Profession : Cultivation & Business except Raj Deo

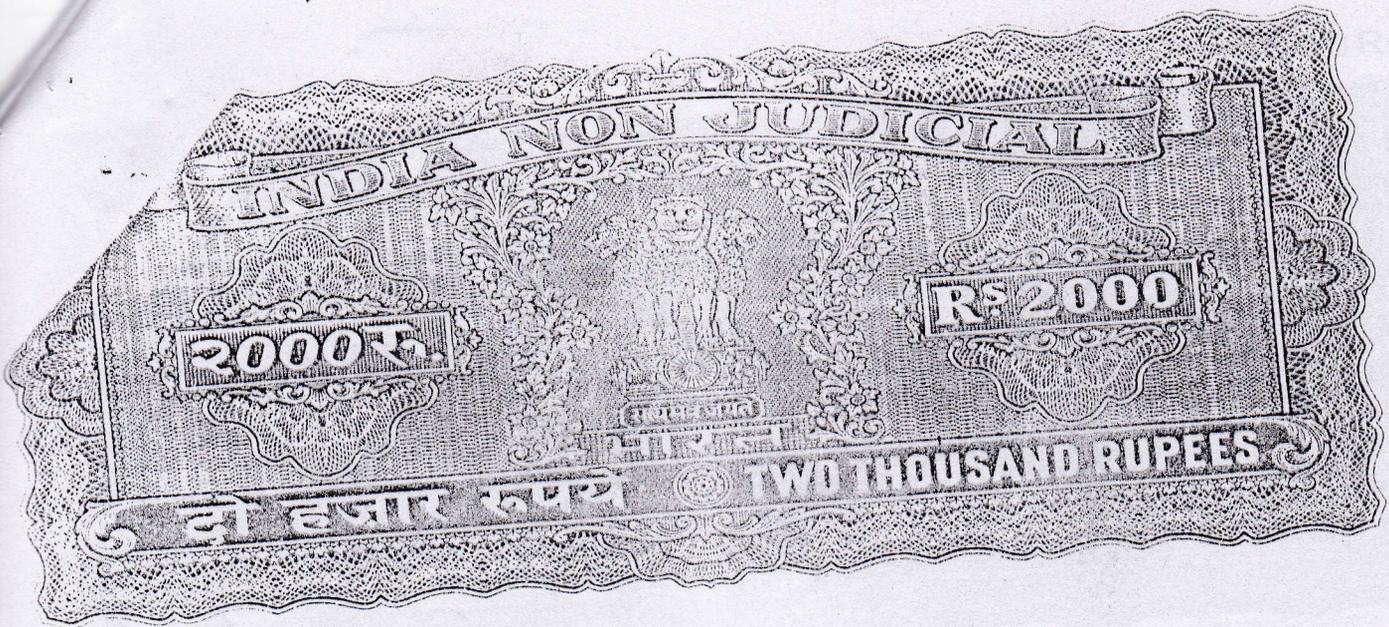
Rai, who is in service; All by caste Gowala. All

Indian Citizen.

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Handwritten numbers: 184, 55, 568, 45.

Handwritten signature and date: 11/3/95.



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[2]

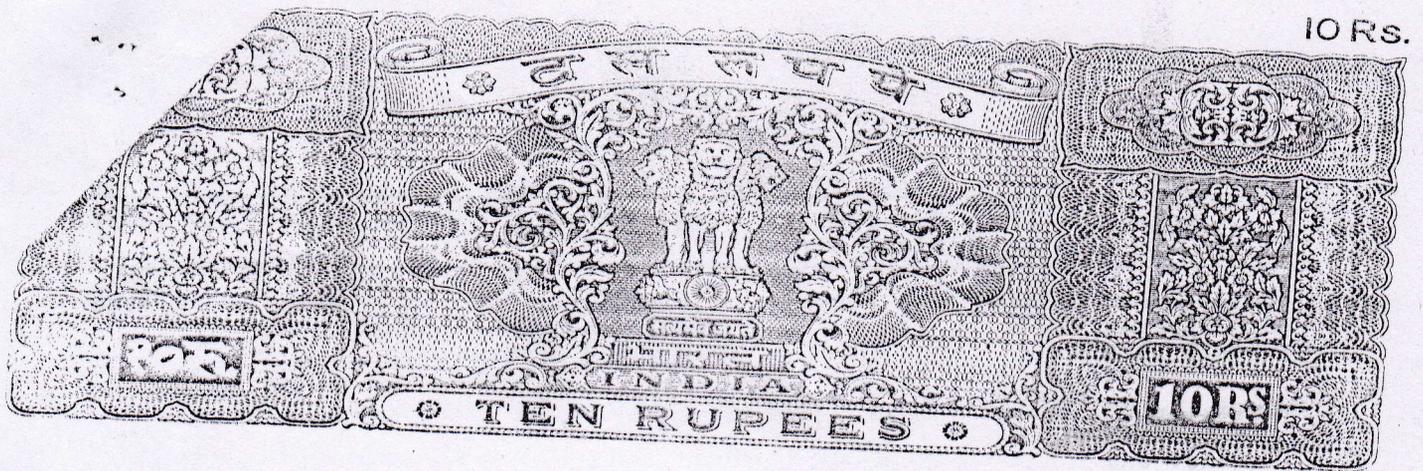
2. NAME AND ADDRESS OF THE VENDEE

: SMT. GIRIJA MISHRA wife of Sri Ganesh Chandra Mishra, resident of 249, Defence Colony, Kankarbagh, Police Station : Kankarbagh, P.O. : Lohiya Nagar, District : Patna, by profession Housewife, Indian Citizen.

3. NATURE OF THE DEED : DEED OF ABSOLUTE SALE.

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Handwritten text at the bottom of the page, possibly a date or reference number.



१६/३/१५
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 १३/१५

१३/१५
 १३/१५

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 १३/१५

१३/१५
 १३/१५

[4]

area of 17½ decimals (Seventeen and half decimals),
 C.S. Plot No.1169 Part (One thousand One hundred
 Sixty Nine Part), Khata No.199 and Touzi No.5554,
 Annual rent of the transfer property is Rs.5.10 paise
 besides cess payable to the Govt. of Bihar through
 the Circle Officer, Danapur and the same is outside
 the area of Patna Municipal Corporation. Description
 of the property being sold hereby is given
 below.

१३/१५

Tauzi No.	Khata No.	C.S. Plot No.	Area A-D Acre-Decimal	Boundary
5554	199	1169 (Part) (One thousand One hundred Sixty Nine Part)	0-17½ Dec.	North - Moti Singh, Beradar Singh C.S. Plot No. 1170 South -- Sudarsan Rai brother of the Vendor Kunkun Rai Seller herein Part of C.S. Plot No.1169 East - Road West - Laxmi Narain C.S. Plot No. 1168.

Total Area - 17½ Decimals (Seventeen and half Decimals).

THIS DEED OF ABSOLUTE SALE is made on this SECOND DAY OF MARCH NINETEEN HUNDRED NINETY FIVE OF the christian era.

B E T W E E N

SHRI KUNKUN RAI, SHRI ADALAT RAI, SHRI RAJ DEO RAI and SHRI AYODHYA RAI, hereinafter called the 'VENDORS' or 'SELLERS' which expression unless repugnant to the context shall mean and include their heirs, executors and administrators, legal representatives, assigns and successors-in-interest of the FIRST PART :

A N D

SMT. GIRIJA MISHRA, hereinafter called the 'VENDEE' or the 'PURCHASER' which expression unless repugnant to the context shall mean and include her heirs, executors, administrators legal representatives, assigns and successors-in-interest of the SECOND PART.

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Handwritten notes on the left margin: 11/3/95

Handwritten notes on the left margin: 11/3/95, 24/3/95, 11/3/95

WHEREAS the property fully described in Column No.5 of this sale deed was purchased by the father of Shri Kunkun Rai named Etbar Rout alias Etbar Gope son of Late Joga Rout resident of Village : Mahuabag, Mouza : Dhanaut, Pargana : Phulwari, P.S. : Danapur, District : Patna and in the farzi name of Shri Ram Baran Rai alias Ghoncha Rai, son of Late Bhajju Rai, resident of Kurji Balupar, Pargana Phulwari, Police Station and Post Office : Digha, District : Patna, Indian Citizen, by caste Gwala, from Shri Lekhraj Mahto, son of Jayee Mahto, resident of Village : Manuabagh, Mouza : Dhanaut, P.S. : Danapur, Pargana : Phulwari, District : Patna through registered sale deed No.7083, dated 29.9.1943 vide Book No.I, Volume No.79, Page No.97 to 99 for the year 1944, registered at Sub-Registry Office Danapur, District : Patna and from the date of purchase, Etbar Gope came in exclusive physical possession over the same in his life time and got the mutation of land done in his name and paid the land rent regularly. Later on, the said Etbar Gope died leaving behind three sons namely Ram Lagan Rai, Sudarsan Rai and Kunkun Rai, who became legal heirs and successors, administrators and claimants of the said ancestral property of Late Etbar Gope. After the death of Etbar Gope, Sri Kunkun Rai and his two brothers namely, Ram Lagan Rai and Sudarsan Rai came and remain in joint exclusive possession over the same, till the amicable family partition of this property among the three sons of Etbar Gope and the three sons got the mutation of land done in their names in place of Etbar Gope in Jamabandi records.

Sri Ram Baran Rai alias Ghoncha Rai son of Late Bhajju Rai, resident of Korji, Balupar, P.S. and P.O. Digha, District

Patna is 'Bhanja' i.e son of sister of Etbar Gope and 'Fufera Bhai' of Kunkun Rai, Sudarsan Rai & Ram Lagan Rai. Etbar Gope, the maternal uncle or "Mama" of Ram Baran Rai, son of Late Bhajju Rai had got the "Farzi" name of his "Bhanja" i.e. Sister's son named Ram Baran Rai alias Ghoncha Rai, son of Late Bhajju Rai recorded in the registered sale deed No.7083 dated 29.09.1943 as mentioned above and not a single paisa was paid by Ram Baran Rai alias Ghoncha Rai, son of Late Bhajju Rai towards the cost of land and that full payment was made by Etbar Gope only as per the record of registered Deed of 'Wajidava Ladavi' executed by Sri Ram Baran Rai alias Ghoncha Rai mentioned hereafter. Later on Sri Ram Baran Rai alias Ghoncha Rai, son of Late Bhajju Rai executed registered deed of 'Wajidawa Ladavi' No.6406 dated 18.12.1984, vide Book No.I, Page No.6 to 9 of Volume No.4 for the year 1985, registered at Sub-Registry Office : Danapur, District : Patna, for the entire 52 decimals (fifty two decimals) of land, purchased through Sale Deed No.7083 dated 29.09.1943 bearing C.S. Plot No.1169, measuring 35 decimals (thirty five decimals) and C.S. Plot No.1542, measuring 17 decimals (seventeen decimals) detailed hereafter in favour of the three brothers namely, Ram Lagan Rai, Sudarsan Rai and Kunkun Rai, all sons of Late Etbar Gope alias Etbar Rout, resident of Village : Mahuabag, Mouza : Dhanaut, Pargana : Phulwari, P.S. Danapur, District : Patna. Thus, Kunkun Rai and his two brothers came in exclusive physical possession over the entire property of 52 Decimals acquired by registered Sale Deed No.7083 dated 29.09.1943 and registered deed of 'Wajidava Ladavi' No.6406 dated 18.12.1984 and got the mutation of property done jointly in the name of three brothers - namely Ram Lagan Rai, Sudarsan Rai and Kunkun Rai and got their names

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recorded in jamabandi records as Raiyat No.483 dated 29.11.1987/88 and are paying land rent regularly accordingly to the Govt. of Bihar through the Circle Officer, Danapur.

In due course, the property, measuring 52 decimals only (fifty two decimals only) purchased through registered Sale Deed No.7083 dated 29.09.43 and Wajidava Ladavi No.6406 dated 18.12.1984 described above and detailed as under was partitioned amicably among the three brothers who are coming in exclusive, peaceful physical possession of their respective shares.

Description of the aforesaid acquired property measuring 52 decimals only (fifty two decimals only) bearing, Tauzi No.5554, Khata No.199 Khesra No.1169 and 1542 are given below :

Plot No.	Tauzi No.	Khata No.	Khesra No.	Area Acre-Decimal	Boundary
1.	5554	199	1169	0-35 (Thirty five decimals)	North - Moti Singh, Beradar Singh C.S. Plot No.1170 South - Payeen, Ahar East - Road West - Laxmi Narain, C.S.P. No.1168
2.	5554	199	1542	0-17 (Seventeen decimals)	North - Payeen, Ahar, Road South - Bahadur Gope, C.S. Plot No.1538 East - Ramdas Mahto C.S. Plot No.1541 West - Ram Kisan C.S.P. No.1543.

Total area = 52 Decimals only (Fifty Two Decimals only).

Amicable family partition of aforesaid property measuring 52 decimals among the three brothers namely, Ram Lagan

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Rai, Sudarsan Rai and Kunkun Rai based on consideration of quality and valuation of land, are as under :

Share No.	S.P. No.	Area Acre-Decimals	Boundary	In the share of brothers, named
1.	1542	0-17 Dec.	North - Ahar, Payeen, Road South - Bahadur Gope C.S. Plot No. 1538 East - Ramdas Mahto C.S. Plot No. 1541 West - Ramkisan C.S. Plot No. 1543	SRI RAM LAGAN RAI, the eldest son of ETBAR GOPE
2.	1169 (Part)	0-17½ Dec.	North - Kunkun Rai Vendor herein, Part of same Plot No.1169 South - Ahar, Payeen East - Road West - Laxmi Narain C.S. Plot No. 1168	SRI SUDARSAN RAI, the middle son of ETBAR GOPE
3.	1169 (Part)	0-17½ Dec.	North - Moti Singh, Beradar Singh, C.S. Plot No. 1170 South - Sudarsan Rai, brother of the Vendor, Kunkun Rai Seller herein, Part of C.S. Plot No.1169 East - Road West - Laxmi Narain C.S. Plot No. 1168	SRI KUNKUN RAI, the youngest son of ETBAR GOPE

THIS share No.3 belonging to Shri Kunkun Rai, part of Plot No.1169, area seventeen and half decimals is being sold through this Sale Deed by Shri Kunkun Rai and his three sons namely Sri Adalat Rai, Sri Rajdeo Rai and Sri Ayodhya Rai.

श्री राम लखन राय
श्री सुदर्शन राय
श्री कुंकुन राय

श्री सुदर्शन राय
श्री कुंकुन राय

श्री सुदर्शन राय
श्री कुंकुन राय

श्री सुदर्शन राय
श्री कुंकुन राय

ACCORDING to the above amicable family partition of the property based on quality and valuation of the property, the divided land is clearly well demarcated and separated by well defined separate land boundaries by "MER" or "AARI" on the ground and each share holder is coming in his exclusive peaceful, physical possession of his share and each one of them has right, title and interest to transfer his share as absolute owner, individually for their respective share detailed above.

AND WHEREAS, the Vendors are in urgent need of money to construct their houses, start business and to meet urgent family requirements.

AND WHEREAS, the Vendors do not get any return from the property described above in Column No.5, they decided to sell that property falling in their share as per amicable family partition aforesaid as the arrangement of money is not possible until and unless the vendors dispose off that property described in Column No.5 and Share No.3 aforesaid, in the name of Sri Kunkun Rai and so they announced its sale.

AND WHEREAS, the vendee, offered a sum of Rs.45,000/- only (Rupees Firty Five thousand only) which was the highest of the offers so far received by the Vendors and the value offered as above in sale is fair and sufficient as compared with the prevailing market rates of land in the adjoining area, as such the offer was accepted by the Vendors, who agreed for sale of their property fully described in Column No.5 of this sale deed for a consideration of Rs.45,000/- only (Rupees Forty Five thousand only) and the same was also agreed upon on behalf of the Vendee.

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NOW THIS DEED OF ABSOLUTE SALE WITNESSETH :

1. THAT, in pursuance of the said negotiation and agreement, the total consideration money for a sum of Rs.45,000/- only (Forty Five thousand only) has already been paid by the vendee to the vendors by Bank Draft No.BC/E 367795 dated 23.2.95 of State Bank of Bikaner and Jaipur, R-Block Branch, PATNA for Rs.15,000/- only (Rupees Fifteen thousand only) and Bank Draft No.BC/E 367792 dated 23.2.1995 of State Bank of Bikaner and Jaipur, R-Block Branch, PATNA for Rs.30,000/- only (Rupees Thirty thousand only) in the name of the Vendors as per full consent of all the Vendors, the receipt of which all the vendors do hereby accept individually as well as collectively and acknowledge the full payment of Rs.45,000/- (Rupees Forty Five thousand) only, being the full consideration amount for this ABSOLUTE SALE DEED.

2. THAT, the Vendors being in sound state of body and mind and out of their own free will and accord and without any duress, coercion, inducement, or undue influence whatsoever, after due consideration and consultation with their well wishers and after complete satisfaction, hereby conveyed the property, fully described in Column No.5 of this sale deed to the vendee and put the vendee in complete possession thereof, and the vendee shall have all right, title and claims in the property conveyed, which the vendors enjoyed thus far, from now onwards.

3. THAT, the Vendors have assured that they have got subsisting right and title over the property conveyed, and have assured the vendee that they have neither taken any loan from any financial institutions either by pleading the title deed or by giving the property conveyed in mortgage in any other way nor

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they have transferred any part of it by way of security or for any reason whatsoever and further vendors have not entered into any agreement with any other person for sale of the same prior to the execution of this Sale Deed.

4. THAT, the Vendors guarantee that they are possessing good and transferable right, title and interest and have full powers to transfer the same to the above said vendee, and if the vendee, contrary to the assurance hereinafter finds any encumbrance as a result of which the vendee shall be deprived of the possession over the said property or part thereof by virtue of any act of the vendors or their heirs or any person claiming title thereto under them or any defect in the right and title of the vendors, the vendors and their estate and heirs shall be bound to compensate the vendee for such loss or damages arising out of such act or defect in title and shall be liable to refund the consideration money with costs and interest from the date of accruals of such loss and the vendors or their heirs would have got no objection to the payment of the same.

5. THAT, the Vendors shall be bound to execute and register fresh Deed if required subsequently by the vendee for substantiating vendee's right, title and lawful possession over the property hereby sold.

6. THAT, now the Vendors have no claim left on the vended property and if the vendors or their heirs, make any claim on the vended property or on any ground whatsoever may be, that will not be maintainable by any court of justice.

7. THAT, the vendee shall obtain mutation wherever of the property hereby conveyed in her own name in place of the name of

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