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न्यायालय अंचल अधिकारी, पटना सदर

शिविर दाखिल खारीज जाँच प्रतिवेदन एवं अंचलाधिकारी पटना सदर द्वारा नामान्तरण की
रखीकृति। अंचल पटना सदर अबुमंडल पटना सदर/सिटी जिला पटना शिविर का स्थान

दिनांक ११/०१/११ हल्का नं. ०९ दाखिल खारीज केश नं. ७९१/११/१२
३

क्रम	विक्रेता का नाम व पिता का नाम	क्रेता का नाम व पिता का नाम	ग्राम का नाम, थाना का नाम	खाला	खेतरा	रकबा
18	बाबुलाल देवी लाल पिता स्व. राम लाल लाल स्थान - धानहा थाना - कुगराव जिला - सहायदा	धिरेंद्र कुंशीवास्तव पिता - विरेंद्र कुंशीवास्तव उद्दीप्त कुंशीवास्तव पिता - बाबुलाल देवी लाल स्थान - सुकशुन महुला, भादपुर थाना - गदनीबाग, पटना	भादपुर 18	30	441	०९९१० तीनवर्ग का. भु.

लगाव	केवाला नं. दिनांक	जगावदी नं०	गन्तव्य
१००	11499 ११/०१/११	३०९१०	कृमान 18

DEVANAND PRASAD
NOTARY PUBLIC
Bihar (INDIA)



प्रमाणित की प्रतिलिपि
११/०१/११
२२/११

लिखा
११/०१/११

अंचलाधिकारी
तुलना किया

Sch. XIV—F. No. 180V.

रसीद मालगुजारी ।

नाम मांग । नाम मोला मांग

मांग का सालाना नम्बर ।

वि० ग० प्रेस, गया ।

करम मालगी/प.र.व. रसीद ।

नाम रसत मय बलिबयत जमाबंदी

बो.समाप्त । अक्षर ।

1923

9288

9

42-11 21255 श्री पारिन्द कुमार श्रीविहारी, श्री
बराजी नगदी बराजी भावली श्रीविहारी श्री अशोक
03/19/45 श्रीविहारी श्री अशोक श्री अशोक
जोत का सालाना मांग मय तफसील (बकाया को हल) मोजाना मांग ।

मांग बाबत	सालाना	बकाया				हाल
		तीन वर्ष से ज्यादा ।	२ रा वर्ष ।	२ रा वर्ष ।	कटौती २ रा वर्ष ।	
माल (नगदी)	2.00				2.00	2.00
गुजारी (भावली)	0.20				0.20	0.20
सेस ...	9.00				9.00	9.00
*सूद ...	9.00				9.00	9.00
मुतफरकात ...	0.80				0.80	0.80
मीजान	8.00				8.00	8.00

44.1
30
889

तफसील अदायकारी ।

अदायकारी बाबत	तीन वर्ष से ज्यादा ।	बकाया				मोतामल हाल ।	राजिक
		२ रा वर्ष ।	२ रा वर्ष ।	कटौती २ रा वर्ष ।	मोतामल हाल ।		
माल (नकदी)				2.00	2.00		
गुजारी (भावली)				0.20	0.20		
सेस ...				9.00	9.00		
*सूद ...				9.00	9.00		
मुतफरकात ...				0.80	0.80		
मीजान अदायकारी				8.00	8.00		

- (१) मीजान कुल (लफ्जों में) - 80 अदली पैसा का
(२) नाम बेहिन्दा - 44.1
(३) कुल बकाया - 30

इस्तबत बो तारीख बमला तहसील कुनिन्दा ।

*बकाय महाल का बकाया मालगुजारी पर (सेवाय ऐसे बकायों पर जिन पर कि सर्टिफिकेट जारी हो) सूद नहीं लिया जाता है ।

शिरिंद 30 44.1 का हो - 9288/3/77-78

22/90/77



2.

5. MRS. D.P. Verma, Younger
daughter of Mr. John R.K. &
Siccar, Yarpur Road, Patna
Babu Nakhedi Lal s/o Late
Babu Ramkewal Lal of village
Dhanaha p.s Dumraon Distric
Shahabad.

(II) Name of person in
whose favour executed
(Purchaser).

(III) Nature of Deed..... Sale Deed.

(IV) Consideration..... Rs. 3000/- (Rupees three
thous and) only.

(V) Details of property
sold.

Plot No. 441, Talzi no. 379
Khata no. 30, Mouza Yarpur
Police Station Kotwali War
No. 37 within municipal
Corporation (Patna).
PATNA.

Town.

Boundary

North:- Mr. D.S. Page
South:- Public Road
East:- Public Road.
West :- Babu Suresh Nath
Srivastava.

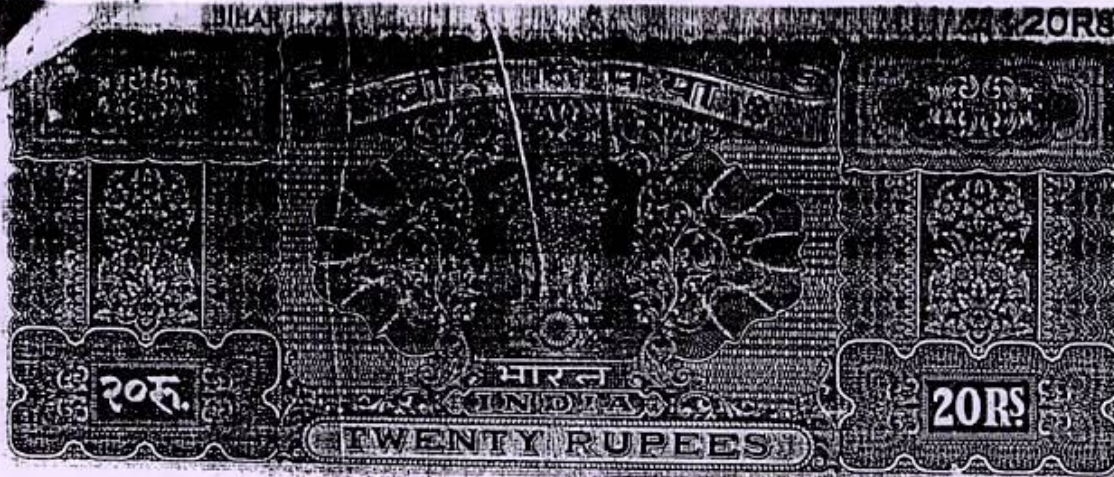
Sub Registry. office.

Sader, Patna



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Patna, Bihar, INDIA

Nagpur, Bihar
H. R. Office
Patna, Bihar
New, Patna, Bihar



3.

District.

Patna.

(VI) Area of the property About 3 kathas 6 dburs
sold.

(Three kathas six
dburs). Vide Plan atta-
ched.

(VII) Annual Rent payable in two equal instalments
on the 1st April and 1st October each year.

THIS DEED OF SALE made on... 26th... April, 1958 by M.
John R.K. Sircar (2) Mrs. Letitia Mary Sircar (3) Mr.
Harold Roland Sircar (4) Mrs. D.S. Page and (5) Mrs.
D.P. Varma (hereinafter called the vendors which
expression shall unless repugnant to the context,
include their heirs, successors and assigns) in
favour of Mr. Nakchhedil Lall (hereinafter called the
purchaser, which expression shall unless repugnant to
the context, include his heirs, successors and assigns

Whereas in 1941, executant No. 1 acquired by
purchase from Babu Sidhashwar Singh and five others the
aforesaid properties under a registered sale deed,
dated the 28th June, 1941 of the Patna Sader registra-
tion office (Copied on pages 409 to 414 of volume 45
of Book No. 1 being registration No. 4360 of 1941).



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NOTARY PUBLIC
Patna, Bihar (INDIA)

1. John R.K. Sircar
2. Mrs. Letitia Mary Sircar
3. Mr. Harold Roland Sircar
4. Mrs. D.S. Page
5. Mrs. D.P. Varma
17.5.58

For and on behalf of
Mr. Nakchhedil Lall
Patna Sader Court
Patna



4.

And Whereas executant No.2 being the wife of executant No.1 acquired interest in the property by virtue of her relationship with the latter.

And whereas on the 11th Day of March 1953, executants no.1 and 2 created a trust of the property along with their other assests and named the Trust as Mary John Sircar Educational Trust, and constituted executants Nos. 3,4 and 5 along with executant nos. 1 and 2 as the Trustees for the execution of the trust.

And Whereas the deed of the Trust was registered at the Sader Registration Office, Patna, on 16.3.1953 being No. 1390 and copied on pages 521-534 of Vol 20 of Book No.1 and ammended on 7.5.57, being no. 2454) and copied on pages 152-162 of Vol. 39 of Book No.1.

And whereas under the aforesaid DEED of Trust, Executant No.1 and 2 transferred the property and other assests to the said Trustees to hold.



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PATNA, Bihar (INDIA)

5.

hold the same in trust for certain purposes and to manage the same with certain powers and limitations.

And whereas the trust deed inter alia provided that so long executants Nos 1 and 2 would be alive, the management of the trust property would be in their hands and in that period the trustee would not be competent to transfer the same or a part of it except with the express consent, in writing of executant No 1 if alive, and if not alive with the consent of executant No. 2.

And whereas the trust deed as modified contemplates sale of the entire plot No. 441 and No. 42 as specified in the fourth item of the Schedule appended to the trust deed.

And whereas executant No. 1 as also executant No. 2 who are the authors of the aforesaid Trust are both alive and are themselves desirous of selling the property.

And whereas the Trustees have obtained the express consent in writing of Mr. John R.K. Sircar, executant no. 1 to sell the property conveyed by this document.



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NOTARY PUBLIC
Dist. Bihar (INDIA)

1. John R.K. Sircar
2. S.M. Kumar
3. S.B. Singh
4. S. Prasad
5. S. Prasad
12.3.54

6.

is the highest bidder of the land sought to be sold by the present document.

And whereas the trustees and vendors have assured the purchaser and the purchaser is satisfied on the said assurance that money is really required for the construction of new houses in Patna which can not be done otherwise.

And whereas the trustees are also voluntarily and out of their free will and also at the instigation of executant nos 1 and 2 joining in the present transaction.

Now, therefore, it is declared by the executants as follows:-

In consideration of the sum of Rs. 3000/- (Three thousand) already deposited by the purchaser in the name of the trust vide Demand Draft No. 09537/58/167 dated 11th April 1958 on the Bank of Behar Ltd, Patna, the vendors hereby transfer to the purchaser by way of sale all that lease hold with all the rights interest and privileges hereto possessed and enjoyed by the vendors without any reservation and exception.

2. The vendors hereby covenant with the purchaser as follows:-

(1) The said property shall be quietly



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NOTARY PUBLIC
Patna, Bihar (INDIA)

7.

quietly entered into and upon and held and enjoyed
and the profits and advantages received therefrom

by the purchaser without any interruption or disturbance by the vendors or any person claiming through or under them and without any lawful interruption or disturbance from any person whatsoever.

(11) The property hereby sold is free from encumbrances.

(111) The interest hereby transferred subsists and the vendors have power to sell the same.

(iv) The vendors shall at the cost of the person or persons requiring the same execute and do every assurance or thing necessary for further or more perfectly assuring the said property to the purchaser as may be required.

(v) If the purchaser is deprived of or dispossessed from the whole or any part of the property hereby sold by reason of any defect in the vendor's title or of any encumbrances or for any thing whatever charge except when acquired by Government, the vendors shall pay to the purchaser by way of damages the whole amount of the sale price with interest thereon at the rate of 12 per centum per annum from the date of deprivation and dispossession.



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Patna, Bihar (India)

1. John R. V. Sivas
2. S. M. Sivas
3. S. S. Sivas
4. S. S. Sivas
5. S. S. Sivas
12-5-30

8.

(vi) The warranty implied by law shall apply without any exception and vendors shall be liable to the purchaser for breach of any of the implied covenants and this liability also shall entail a refund of the entire sale price with interest thereon at 12 per centum per annum.

(vii) The vendors have done no act whereby the property hereby sold is encumbered or whereby they are debarred from transferring it to the purchaser.

(viii) The vendors accept their liability to pay rent of the land sold to the landlord (The State of Bihar) up to the date of registration after which the purchaser is liable to pay annual rent.

(ix) The vendors shall if and when so required by the purchaser support any application made by the purchaser for mutation of names on the property hereby sold and shall also do, at the cost of the person requiring the vendors so to do, all that may be necessary for obtaining mutation in favour of the purchaser.

The witness whereof the vendors have hereunto set their hand this the 26th day of April 1958.

Signature of vendors.

1. *John R. K. Sreen*
2. *L. M. Sreen*
3. *D. S. Sreen*
4. *S. S. Sreen*
5. *S. S. Sreen*

✓
Typed by
Prakashwari Singh
Typist.
26.4.58.



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ASTH
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Patna, Bihar (INDIA)

