

3622

(15/04/2018/2018/3622)

2000Rs.



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भारतीय दस्तावेज...

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1. Name of the Vendor:- Srimati Rehu Ghosh, wife of Dr.

Sri Anil Kumar Ghosh alive, by caste
 Bengali Kayastha, resident of Mohalla Han'selha
 Mohammadpur Kazi, town, P. S., Registry Office
 Munsiffi and District Muzaffarpur.

2. Name of Purchaser:- Sri Vivek Kumar s/o Sri

Narendra Prasad Singh, by profession Kasht-
 kari, resident of village Dih, Pergana Malki,
 P. S. Barauni, Registry and District
 Begusarai.

3. Nature of Deed:- Out and out Sale Deed.

Executed. This Sale deed for 1 Calka with
 area of land out of 16 C. 17 dhura with
 proportionate share in building's etc as
 per terms and conditions mentioned
 in the deed attached considered on
 of Rs 27000/- as detail in body of Sale
 deed and read the contents herein.

Revenue Ghosh, B. 3. 61.

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4. Consideration:- Rs.27,000/- (Rupees Twenty Seventhousand) half of which is Rs.13,500/- (Rupees Thirteen thousand and five hundred).

Revised Ghosh
3.3.81.

5. Details and Description of properties sold under this Deed:- An area of 10.17½ dh. with proportionate pucca house and pucca tiled houses, latrine, sahan, open land, compound wall, well, with all kinds of trees and materials of buildings, verandahs outside, inside and all tenements, heritaments inclusive of electric fittings together with right of passage and easement situate on said 160.17 dh. of land situate at Mohammadpur Qazi, one of the quarters of town Muzaffarpur, Ward No. 24, Police Station, Registry Office, Munsiff and District Muzaffarpur, Thana No. 344 in the Zamindari of State of Bihar, Anchal Mushari, as per Municipal Holding number, Cadastral survey plot and its equivalent

with the execution of the deed
going through the hands
of the seller's
understanding of contents
- verification of Ghosh

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1. Poojeep Kumari Sinha S/o K.M. Sinha
read over the contents of the document
merit and she admitted her
execution before me he hand
Parida and ^{her} left. ^{my} impression
has been taken. he hand Parida

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-3-

equivalent present SurveyKhata and present.
survey plot and boundaries detailed below:-

Old Municipal Holding No.	- Present Municipal Holding No.	- C. S. P. No.	- Present Survey Khata No.	- P. S. P. No.		
557	123	3920.	2742	151 Ka-Pucca House.	-	.0020 Hecters.
594				151 Kha-Pucca tiled		
558	124			house.	-	.0040 Hecters.
594				151 Ga-Latrines.	-	.0005 Hecters.
and				151 Gha-Pucca tiled		
there-				house.	-	.0060 Hecters.
after				151 Anga-Pucca til-		
726				ed house.	-	.0025 Hecters.
727				151 Cha-Sehan.	-	.0950 Hecters.
				151 Chha-Pucca house.	-	.0370 Hecters.
				154 Bhit.	-	.1205 Hecters.

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Total:- 2675 Hectors.

Boundary:-

North:- Jawahar Picture Palace.

South:- Sri Gaur Bose.

East :- R.P.Verma & Kailash Baboo.

West :- Harisabha Road.

Out of which 1 catha 17½ dhurs as detailed above,
with proportionate buildings, sahan, open land,
compound wall, well etc.

Whereas the Vendor mentioned in Col.1 of this deed with her kosal fund and on her own account purchased 1/3 undivided share of Srimati Suruchi Bala Devi w/o Sri Aparna Charan Mukherjee in entire 160.176ha of lands and buildings etc. situate thereon in plot mentioned in

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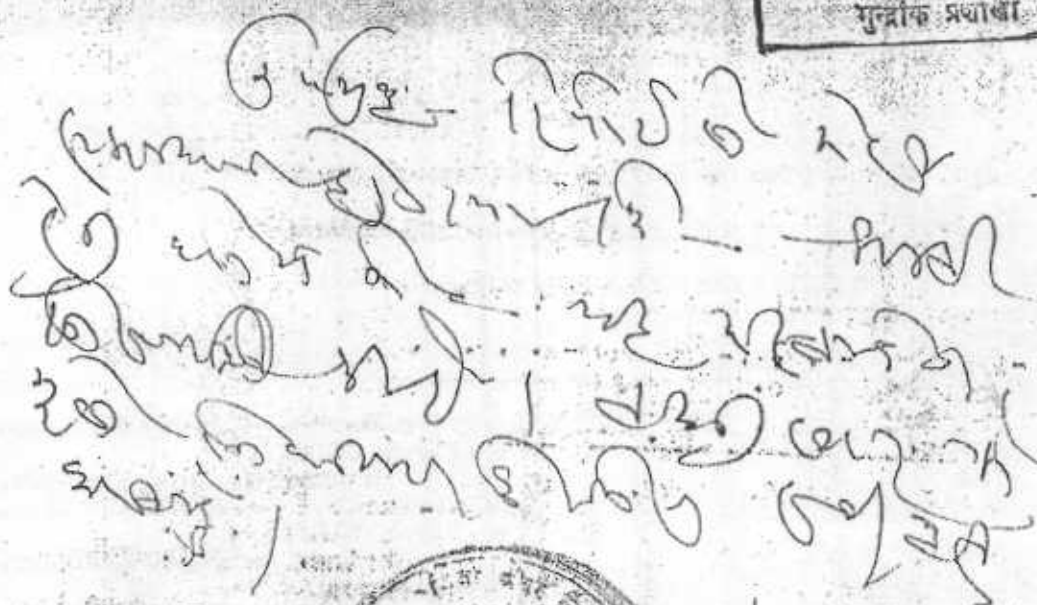
0020 Hectors.
 0040 Hectors.
 0005 Hectors.
 0060 Hectors.
 0025 Hectors.
 0950 Hectors.
 0370 Hectors.
1205 Hectors.
 2675 Hectors.

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Witness by
 B. W. K. K. K.
 Angola, M. Z. A.
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20/10/2020

mentioned in Col.5 of this deed under registered sale deed dated 16-2-62 executed by her in favour of Vendor.

And whereas the vendor mentioned in Col.1 of this deed further purchased undivided 1/6th share in above mentioned property of Sri Anirudh Pd.Singh and Sri Suresh Pd.Singh under registered sale deed dated 16-9-61 executed by them in favour of the Vendor and also the Vendor further purchased 1/3rd undivided share of Murari Mohan Mukherjee and others in above mentioned property under registered sale deed dated 12-7-61 executed by Murari Mohan Mukherjee and others in favour of the Vendor and also the Vendor further purchased 1/12th undivided share of Sri Jahari Pd.Sahni alias Janardan Prasad Sahni in properties detailed above under registered sale deed dated 19-8.61 executed by said Sri Jahari Pd.Sahni alias Janardan Pd.Sahi in favour of the vendor.

And whereas the Vendor having purchased entire Col.5 lands with buildings, compound wall, sahan, open land, well etc. except a very negligible share, took possession and came in possession of the entire 16(Sixteen) cathas, 17(Seventeen) dhurs of lands, C.S.P. and P.S.P. whereof are mentioned in Col.5 of this sale deed, with all buildings, compound wall, well, sahan, open land and trees standing on open land, in her own right and has been keeping possession thereof openly in her own right and being in exclusive possession thereof has been recorded in Municipal Revisional survey on aforesaid entire land, buildings etc. under khata no.274 as full owner and the Vendor is the sole owner of entire 16 Cathas 17 dhurs of lands with buildings etc. and has absolute right and title thereto having been purchased by the vendor with her own kosal fund and has absolute power of disposal thereof.

And whereas the vendor has decided to sell entire

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entire 16 Cathas 17dhurs of land mentioned above along with all buildings, well, compound wall and trees standing thereon and settle down at Calcutta by purchasing land and house there.

And whereas different purchasers have negotiated with the vendor and settled to purchase different portions of said 16 cathas 17 dhurs of land with buildings, compound wall, well and trees standing thereon and negotiation for sale of 1 catha 17½ dhurs of land with proportionate buildings, latrine, compound wall, well and trees between the vendor and the purchaser mentioned in Col. 2 of this deed has been settled and finalised for a total consideration of Rs. 27,000/- (Rupees Twenty Seven thousand) which is the most fair and proper consideration for said portion settled to be sold to the purchaser mentioned in Col. 2 of this deed.

Now as such this deed of out and out absolute sale witnesseth as follows:-

1). That in pursuance of aforesaid contract and agreement for sale the vendor mentioned in Col. 1 hereinbefore do hereby sell, transfer, assign and convey 1 Catha 17½ dhurs of land with proportionate share in pucca building, pucca tiled buildings, latrine, pucca well, compound wall, trees mentioned and detailed in Col. 5 hereinbefore with all right, title, interest, claims, demands whatsoever in respect of said 1 catha 17½ dhurs of land and buildings etc. whatever the said vendor have into and upon the said land, premises and every part thereof to and unto Sri Vivek Kumar the purchaser mentioned in Col. 2 hereinbefore for total consideration of Rs. 27,000/- (Rupees Twenty Seven thousand) which is most fair and proper price mentioned in Col. 4 hereinabove and the vendor do hereby acknowledge to have received entire consideration of Rs. 27,000/- (Rupees Twenty Seven thousand) mentioned in Col. 4 hereinabove from the purchaser this day through

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through Bank Draft/Pay order on Bank of State Bank of India no A6972102 and the vendor on receipt full consideration has put the purchaser mentioned in Col.2 hereinabove in physical and actual possession of the property fully detailed and described in Col.5 hereinabove hereby conveyed, with absolute right, title and interest.

2). The purchaser mentioned in Col.2 hereinabove shall hold and possess peacefully the property hereby conveyed or expressed to be conveyed, peacefully without any let or hindrance by the vendor and persons claiming under her and he (the purchaser) shall always be entitled to use and enjoy the property hereby conveyed or expressed to be so, in any manner desired by him and to use for residence of self or his family members or to use it as it is or by dismantling existing building and constructing new one suited to his purpose.

3). That the purchaser mentioned in Col.2 hereinbefore and his heirs, representatives, and assigns has and will have the right to get himself mutated in Anchal and in Municipal records in respect of property hereby conveyed to him in place of the vendor who stand recorded on property conveyed hereunder and other portions in the aforesaid Departments and to obtain receipts and municipal receipt in own name separately for the area purchased by him or along with other purchasers of rest area from the vendor on payment of ground rent and municipal tax to which the vendor has nor will have any objection, rather the vendor undertakes to support the purchaser in mutation cases in aforesaid departments if so required, by making admissions by petition or otherwise.

4). That the vendor hereby declare that the vendor has perfect and absolute right to dispose of the property hereby conveyed and vendor's husband and her other family members had and have no right, title and interest therein,

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therein, in support whereof Br. Anil Kumar Ghosh husband of the vendor has attested this deed of sale after personally going through its contents and implications. The vendor undertakes further to secure the property hereby conveyed to the purchaser time to time at the request of purchaser to do and execute all acts and deeds or caused to be done and executed at the cost of the purchaser.

5) That it is further covenanted by the vendor that the property hereby conveyed to the purchaser is free from all encumbrances, claims and demands of any nature and if encumbrance, claim and demands of any nature against the property conveyed hereunder will come to light it will be primary liability of vendor to liquidate them before any harm is caused to the right, title and interest of the purchaser and in the event of default of the vendor, if the purchaser has to pay any encumbrance, claim or demand of any nature to protect his interest in respect of property hereby conveyed it shall be open to the purchaser, his heirs, representatives, executors, administrators and assigns to recover the amount so disbursed by the purchaser in this behalf with interest at Re. 1% per month from date of payment till realisation from other property of vendor, her legal heirs, representatives, executors, administrators, assigns by taking recourse to law court or otherwise.

6) That the description of the property hereunder conveyed or expressed to be so have been accurately given in Col. 5 hereinabove, still it is covenanted that in the event of any defect, or error in the description being discovered it will always mean to refer to the property here conveyed and none of the errors or defect will vitiated or repudate these presents.

7) That the property under conveyed is free from defect of title and the purchaser has carried full conviction.

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*Review of Ghosh,
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full conviction to the purchaser that the vendor has good title and perfect right to convey and transfer the property hereunder conveyed, but still if any defect of title of vendor comes to light and is found and on that account the purchaser or his legal heirs and representatives are dispossessed from any part of property hereunder conveyed, the vendor and her legal heirs, representatives, executors, administrators and assign would be bound to refund the whole of consideration money or part thereof in proportion to dispossession except for 1/12th share which vendor did not purchase and the owner of the said 1/12th share is able to get possession through process of law and the purchaser, his heirs, representatives, administrators, executors and assign would be entitled to realise the consideration money as stated above from other properties of vendor, her heirs, representatives, administrators, executors and assign with interest at Re.1% per month from date of such dispossession till realisation, by taking recourse to law court or otherwise.

8) That the vendor has handed over all the four sale deeds mentioned in earlier portion of this sale deed under which the vendor had purchases, Municipal Revisional Survey Parcha, Khatian, rent receipts and Municipal receipts to Sri Sunil Kumar one of the purchasers from the vendor for benefit of all the purchasers.

9) That the vendor has sold, transferred, conveyed and assigned the property hereunder conveyed or expressed to be so and has executed these presents with free will, in sound state of mind and body in consultation with her husband, without any coercion, mis-representation or fraud perpetrated by any person, after having contents of these presents read over and explained to herself and Now has no sort of objection to the execution of these presents and terms and conditions mentioned therein nor



nor about passing of consideration and no objection in future on any count by the vendor, her heirs, legal representatives, administrators, executors and assign will be entertained by any court of justice.

In Witness Whereof the Vendor has set her hand the day, month and year given below her signature.

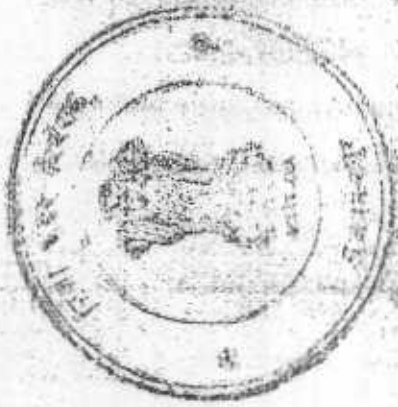
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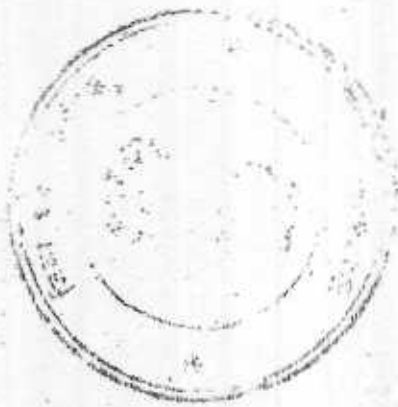
(Md. Ozair),
Typist, Bar/Muzaffarpur.

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