

Sch. XIV—F. No. 180V.

रसीद मालगुजारी ।

वाम संकेत । नाम मौजों के

नामों को वामा नम्बर ।

वि० न० प्रेत, गया ।

करद मालकी/करद रसती ।

नाम रसते मय वलियत अमानवी

को सपुनत । नम्बर ।

जगदीश्वर, कुद-म

उमिष्य देवी, ज

572

559292

बराजी नमदी ११ बराजी भोपली ११ बराजी ११ बराजी ११ बराजी ११ बराजी ११

०१०९६

११०-६३११०, ११११११, ११११११

बोत का सालाना मांग मय तकसीले (बकाया को हाल) मौजूदा साल का ।

20/2-18 मांग बाबत	सालाना	बकाया				हाल
		तीन वर्ष से ज्यादा ।	दो वर्ष ।	एक वर्ष ।	एक वर्ष ।	
माल- (नगरी)	15-4					60-4 15-4
गुजारी (भाबली)	1					1
सेस ...	8-4					32-4 8-4
*सूद ...						
मुतफरकात ...	23-4					92-4 23-4
मीजान						

तकसील बदायकारी ।

20/2-18 बदायकारी बाबत	तीन वर्ष से ज्यादा ।	बकाया				मीताबला हाल ।	फाविल
		दो वर्ष ।	एक वर्ष ।	एक वर्ष ।	एक वर्ष ।		
माल- (नगरी)						60-4 15-4	
गुजारी (भाबली)						1	
सेस ...						32-4 8-4	
*सूद ...							
मुतफरकात ...						92-4 23-4	
मीजान बदायकारी							

115-4

(१) मीजान कुल (लपकों में) - ११०-६३११०-११११११

(२) नाम बेहिया - २५४१

(३) कुल बकाया २५४१ दस्तखत की तारीख अमला तहसील कुमिया ।

*आस नहाल का बकाया मालगुजारी पर (सिवाय ऐसे बकायों पर जिन पर कि सर्टिफिकेट जारी हो) सुद नहीं लिया जाता है । २५४१-२५४१

268-61

26/5/13

26/5/19

सरकार में निहित इस्टेटों के अभिधारियों (रैयतों) का नामान्तरण (दाखिल खारिज) दिखानेवाला शुद्धिपत्र

जिला-भागलपुर

अनुमंडल-सदर भागलपुर सर्किल/अंचल-जगदीशपुर

हल्का

इस्टेट का नाम-बिहार सरकार

क्रम संख्या	भेदों 27 में स्थानान्तरण क्रम संख्या	गांव/मुहल्ला, थाना/वार्ड संख्या	नामान्तरण से संबंध अधिवृत्ति की संख्या	नामान्तरण मंजूर करने वाला प्राधिकार और आदेश की तारीख	नामान्तरण कि कारण से होना हैं-बिक्री, दान, विनियम, उत्तराधिकार या बंटवारा हुआ है।	नामान्तरण से प्रभावित विनियम का पूरा ब्योरा	कर्मचारी द्वारा हल्का पंजी किस तारीख को शुद्ध की गई	अभियुक्ति
	1063 2010-11 2010-11	मुन्दीरा लाइ 51 99	24-1	उपनिर्देशकारी जगदीशपुर	कैकाला संख्या 9939V 2064-11	पुराना रैगः- ब्रिजगन्धन प्रसाद मिश्र . जानकी प्रसाद मुनिमिश्र सुलतान नया रैगः- श्री मणि उमिला देवी शाह पति देवकी गन्धन शाह सा. बुलगांवा गा. - कोयलाली जिला भागलपुर। खया 24-11 24-11 49 खकला 94-11-1 कर्मचारी ना 094-11-1	2010-11 94-11-1 दाखिल 1/11	

चाप सं०.....तारीख.....

सर्किल पदाधिकारी/अंचलाधिकारी.....

कर्मचारी हल्का संख्या.....को जानकारी और आवश्यक कार्रवाई के लिए भेजी जाती है।

सर्किल/अंचल.....



भागलपुर नगर निगम BHAGALPUR MUNICIPAL CORPORATION

वी.एम.ए.आर. प्रपत्र संख्या
15 (नियम 24 (1))

36766

रसीद संख्या :

संकेत : बैंक

तिथि : 30/06/16

श्री/श्रीमती. उमिना-पत्नी-पति गली/लेन दयनी नगर हाट
वार्ड सं. 86 होल्डिंग सं. 55 से
रुपया 5000/- 5000/- 5000/-
चेक/ड्राफ्ट नम्बर 5000 तिथि 30/06/16
द्वारा निर्गत सम्पत्ति संख्या असेसमेन्ट संख्या 2508 हेतु प्राप्त किया।

क्रम संख्या	एकाउन्ट कोड	विवरण	अवधि (A/H/Q/M)	राशि
1		सम्पत्ति कर	1 20/5/16	2400/-
2		जल शुल्क	20/5 2016-17	
3		व्यापार अनुज्ञप्ति फीस		
4		विकास शुल्क		
5		जीवन मृत्यु शुल्क		
6		दंड		168/-
7		कुल		2568/-

पूर्ण लेख : चेक/ड्राफ्ट से चेक की वैधता राशि मिलने के बाद ही मानी जायेगी।

St. Lacs
30/06/16

सरकार में निहित इस्टेटों के अभिधारियों (रैयतों) का नामान्तरण (दाखिल खारिज) दिखानेवाला शुद्धिपत्र

जिला-भागलपुर

अनुमंडल-सदर भागलपुर सर्किल/अंचल-जगदीशपुर

हल्का

इस्टेट का नाम-बिहार सरकार

क्रम संख्या	भेदों 27 में स्थानान्तरण क्रम संख्या	गांव/मुहल्ला, थाना/वार्ड संख्या	नामान्तरण से संबंध अधिवृत्ति की संख्या	नामान्तरण मंजूर करने वाला प्राधिकार और आदेश की तारीख	नामान्तरण कि कारण से होना है-बिक्री, दान, विनियम, उत्तराधिकार या बंटवारा हुआ है।	नामान्तरण से प्रभावित विनियम का पूरा ब्योरा	कर्मचारी द्वारा हल्का पंजी किस तारीख को शुद्ध की गई	अभियुक्ति
	1064 2010-11	मुन्दीचक वर्ड 99	262	अ. अभिधारी 07/08/11	92062 21/11/11	50000 रैयत शिव नन्दन प्रसाद पिता जानकी प्रसाद कुवानिया सा. सुजागज न. ज. रैयत श्री मति उमिया देवी सा. पति श्री देवकी नन्दन सा. सुजागज खाना खर्चा खर्चा खर्चा 262 69 955400 93:00 कारिका 3000 जगदीश म. अ. अभिधारी रकबा अनुसूचित 09/01/12		

चाप सं०

तारीख

सर्किल पदाधिकारी/अंचलाधिकारी

कर्मचारी हल्का संख्या

की जानकारी और आवश्यक कार्रवाई के लिए भेजी जाती है।

सर्किल/अंचल

15/12/11

जगदीशपुर

Sch. XIV—F. No. 180V.

राजीव मालगुजारी ।

नाम तर्कल । नाम मौज मय

बाजी को बाना नम्बर ।

V

नाम तर्कल मय बलिदयत जमाबन्दी

मो. नम्बर ।

वि० न० प्रेष, गया ।

करव मालिकी/करव रैयती ।

698

582478

20/7-18 मुन्दी चक मुमन देवी साह

बराजी नपदी 15-11 बराजी भावली

तकसील हिसान लगान भावली ।

2808-6" उत्तम कुमर साह सा-54 डिमिन

नाम भावत	राजका	तीन वर्ष से ज्यादा ।	दो वर्ष ।	एक वर्ष ।	मोतावला हात ।	काजिल
20/7-18	215 मुन्दी चक					
माल- (नकदी)						
गुजारी (भावली)	24~				120~	24~
सेस	...					
*सुद	1				1	1
मुतफरकात	12~				60~	12~
मीजान	36~				180~	36~

तकसील अदायकारी ।

अदायकारी भावत ।	तीन वर्ष से ज्यादा ।	दो वर्ष ।	एक वर्ष ।	मोतावला हात ।	काजिल
20/7-18					
माल- (नकदी)					
गुजारी (भावली)				120~	24~
सेस					
*सुद				1	1
मुतफरकात				60~	12~
मीजान अदायकारी				180~	36~

216~

(1) मीजान कुल (लपखों में) - मो. न० सा. नो. लाह रूप में मात्र ।
(2) नाम बहिला
(3) कुल बकाया

वस्तुतः की तारीख जमका तहसील हुजिया ।

*खास महाल का बकाया मालगुजारी पर (सिवाय ऐसे बकायों पर जिन पर कि सडिफिकेट जारी हो) सुद नहीं लिखा जाता है ।

268 61

अनुमंडल

सर्किल/अंचल

“लुका”

स्टेट का नाम

डाप सं

ता०

20

की जानकारी और आवश्यक कार्रवाई के लिए भेजी जाती है।

सर्किल पदाधिकारी / अंचलाधिकारी

सर्किल / अर्कल अर्दी २५५२

12-16

अंचल अधिकारी
जगदीशपुर



36765

भागलपुर नगर निगम BHAGALPUR MUNICIPAL CORPORATION

चौ.एम.ए.आर. उपपत्र संख्या
15 (नियम 24 (1))

रसीद संख्या :

☐ राकड़ ☐ बैंक

तिथि : 30/06/16

श्री/श्रीमती शुभन-देवी-बाहू परि- श्री-उमर कुमारी
 वार्ड सं. 36 होलिंग सं. 54 माली/लेन 13467-शे से
 रूपया नोट - पोस्टल ऑर्डर नं. 5548-00
 चेक/ड्राफ्ट नम्बर 5548-00 तिथि 30/06/16 बैंक ...

द्वारा निर्गत सम्पत्ति संख्या असंसेमेंट संख्या ... हेतु प्राप्त किया।

क्रम संख्या	एकाउन्ट कोड	विवरण	अवधि (A/H/Q/M)	राशि
1		सम्पत्ति कर	15/16-2016	5308-00
2		जल शुल्क	2016-17	
3		व्यापार अनुज्ञापि फीस		
4		विकास शुल्क		
5		जीवन मृत्यु शुल्क		
6		दंड		
7		कुल		372-00 56-80-00 132-00 5548-00

पूर्ण लेख : चेक/ड्राफ्ट से चेक की वैधता राशि मिलने के बाद ही मानी जायेगी।

S. L. Singh

30/06/16

भागलपुर नगर निगम भागलपुर

नामान्तरण शुद्धि-पत्र

प्रभाग संख्या 36 गली या सड़क का नाम रिक्का रोड प्रखेत्र संख्या 54

तिथि	नामान्तरण पंजी	वर्तमान इन्टरल	वर्तमान	नामान्तरित व्यक्ति	नामान्तरण के बाद	नामान्तरण	नामान्तरण के	कट दरोजा द्वारा	अभियुक्ति
का केश संख्या	का विवरण	मूल्यांकन	का नाम	प्रखेत्र की संख्या	आदेश की तिथि	बाद मूल्यांकन	बाद मूल्यांकन	भाप पंजी शुद्धि की तिथि	
1	2	3	4	5	6	7	8	9	10

1561/14-15	देवकी नन्दन साह	23208/-	मीमती सुमन देवी साह	54				X	X
	मिता स्वर्ण रिदपाल साह		पति श्री उमर कुमार साह	54					

28086 BH
रकवा

268
खाता नं०

61 पार्स
खसरा नं०

ए०/डी० केश नं० 1561/14-15 तारीख

कट दारोजा की जानकारी और आवश्यक करवाई के लिए अशसारित

नगर आयुक्त

भागलपुर नगर निगम भागलपुर



230
 220.25
 55
 161 25
 H(4) 4
 304.25

1. Name of the executants: (VENLOR)
 2-12-86
 4-10-89

- (1) MOTI LAL BHUVANIA, s/o late Jankidesa Bhuvania, resident of Girhari Bani Mohalla, Sujaganj, P.S. Kotwoli within subregistration office & District of Bhagalpur presently residing at Vidya Mahal C. Mos., Churchgate, Bombay.
- (2) SHIVARAMAN PRASAD BHUVANIA, s/o late Jankidesa Bhuvania, resident of Girhari Bani Mohalla Sujaganj, P.S. Kotwoli, subregistration office & District of Bhagalpur.

2. Name of the Purchaser: DEKI BAKLAN Bab, s/o Richh

Pal Bab

Serial No. 3682
 Vol. to Beck: Nandan Shah.
 To Glo. Anandhadas Ram
Shagolpur, Bhatnagar

11/6/85

REGISTERED

1 C

10287

1 C

787

1 C

20

1 C



11306

1951

412
 Moti Lal Bhawan
 near the wheel

✓ Confidential

24/1/81
 Registered at Amritsar

- 1) Moti Lal Bhawan
- 2) Shiv Nandan Prasad
 Bhawan's Bhatnagar
 Gauri Das Bhawan's
 of Jir Dhar's at Mohalla
 Gullargani P.S. Kolwari
 Am. Bhatnagar

20
 M. K. K. K. K.
 Advocate Cal

7242

Confidential

7243

Confidential

T. K. K. K.
 Advocate

24/1/86
 Registered at Amritsar



:2:

Pal Sah, resident of Mo
-halla Sujaganj, P.S. Kot
-wali, subregistration
office & Dist. Bhagalpur.

3. Nature of the Deed:

SALE DEED

4. Consideration :

Rs 20,500/- (Rupees twenty
thousand & five hundred)

5. Description of the
property conveyed :

All that -/16/- (sixteen annas)
right, title & interest in home
-stead land measuring 1404.3 sq.
ft. i.e. one kattha nineteen dhur
(720 sq.ft. for one kattha) with
boundary wall and all rights of
easement of air & light, flow of
water, & drains etc. forming part
of holding no. 25 situated on
Dixon Road, Mohalla: Mundichak in
Ward no. 11, within Bhagalpur Mun
-icipal Corporation, P.S. Kotwali
in the town, registration office

.....3



:3:

and District of Bhagalpur
within the zamindari of
State of Bihar through
the Anchal Adhikari, Jagd
-ishpur bearing municipa
-l survey kheera no. 61 &
of khata no. 268 of ward
no. 11 with the following

boundary:

North : Municipal Corporation Lane

South : House of Shiw Chand Rai Brij Lal

East : Municipal Corporation Lane

West : Vendor's land purchased by Liladhari Sah

WHEREAS, the property fully described in col.
no. 5 of this deed, originally belonged to the
joint family, acquired in the name of M/s Piremal
Shree Lal; in Title suit no. 11 of 1951 of the Court
of the Sub-ordinate Judge, Bhagalpur, the property
was Partitioned and the property fully described

.....4



:4:

in column no.5 of this deed was exclusively allotted to the share and patti of the family of late Jankidass Bhuwania; AND

WHEREAS, since after Partition the heirs of Jankidass Bhuwania, have been coming in possession of the property fully described in column no.5 of this deed alongwith other properties allotted to the share & patti of the family of Jankidass Bhuwania, as owners of the property, AND

WHEREAS after the death of Jankidass Bhuwania his heirs are continuing in possession of the properties, allotted to the share & patti of Jankidass Bhuwania, AND

WHEREAS before the death of Jankidass Bhuwania who was the Karta of the joint family consisting of himself, his sons and grand sons, his eldest son Hari Prasad Bhuwania was dead; AND

WHEREAS, after the death of Jankidass Bhuwania the executant no.1 MOTI LAL BHUVANIA, is the

.....5



:5:

Karta and manager of the joint family; AM.

WHEREAS, the property described in column no. 5 of this deed stood recorded in the name of the joint firm M/s Piremal Jankiasse and presently stands recorded in the name of executant no.2, Shivanandan Prasad Bhuwania in the municipal records of the Bhagalpur Municipal Corporation & receipts are being issued in his name; AM.

THEREAS, in the present municipal survey also which took place in the town of Bhagalpur, the name of Shiva Nandan Prasad Bhuwania has been recorded in the survey records being incharge of the management of the properties at Bhagalpur, though the property fully described in column no.5 of this deed belongs to the joint family consisting of all the sons, grand sons and widowed daughter-in-law of late Jankiasse Bhuwania who are entitled to inherit the properties left behind by Jankiasse Bhuwania, Shivanandan Prasad Bhuwania as such has been executant no.2 in this deed, AM.

WHEREAS, the executants have the full right

and authority to execute the sale deed in favour of the Vendee (Purchaser), being the Karta and Manager of the joint family consisting of his brothers, sons, grand sons and nephews etc; AND

WHEREAS, the joint family is greatly in need of money, for the construction of the family residential house situated on Dr. Rajendra Prasad Road, Bhagalpur and also for meeting the family expenses, and other family necessities, and for that purpose, the executant no.1 in the capacity of the Karta and Manager of the joint family negotiated to sell the property fully described in column no. 5 of this deed with several persons, out of whom the vendee agreed to purchase the property for a consideration of Rs. 20,500/- (Rupees twenty thousand five hundred), the amount of consideration being adequate, the executants with the agreement and consent of all, agreed to sell the property to the Vendee for the sum of Rs. 20,500/-, the amount of consideration money settled and agreed, AND

NOW THIS DEED OF SALE MADE ON 4th
day of October 1985 (One thousand nine hundred
and eighty five) BETWEEN MOTI LAL
BHUWAKIA, s/o late Jenkidass Bhuwania, more fully
described in column no.1 of this deed here-in
-after called the Vendor of the 1st party, which
term will include all co-sharers, their heirs,
successors and assigns AND ~~XXXX~~ DOKI DAWAN SAH
s/o Richh Pal Sah, more fully described in

.....?

column no.2 of this deed, here-in-after
called the Vendee(Purchaser) of the other part.

NOW THIS DEED WITNESSETH AS HEREBY:-

(1) In consideration of the sum of Rs 20,500/-
paid by the purchaser to the Vendor, on the day
mentioned above (the receipt of which the vendor
hereby acknowledges vide Demand Draft no. 673052
dated 30 Sept 1985 on State Bank of India, Meerut)
the vendor and all his co-sharers hereby transfers
to the purchaser, by way of sale, all that basobash
land fully described in column no.5 of this deed,
and for better clearness, delineated on the plan
hereto annexed with the sale deed with its boundary
and shown in red colour, to hold the same to the
purchaser, as absolute owners.

(2) THE VENDOR COVENANTS WITH THE PURCHASER
AS FOLLOWS:-

(a) The premises fully described in
column no.5 of this deed, shall be quietly entered
into and upon and held and enjoyed and the rents
and the profits received therefrom by the pur-
chaser without any interruption or disturbance
by the vendor or his co-sharers or any person
claiming title, through or under them and without
any lawful disturbance or interruption by any
other person who-so-ever.

(b) The vendor will at the cost of
the person requiring the same, execute and do
every such assurances or things necessary for

further more perfectly securing the said premises to the purchaser, his heirs assigns, as may reasonably be required.

(c) The interest hereby transferred herein and the vendor no.1 as Karta and representative of the joint family consisting of himself, his co-sharers and their heirs has power to sell the property hereby sold in token of the acceptance the co-sharers available having interest in the property hereby sold, have signed this deed as witnesses after going through the contents of the sale deed and fully understanding its implications.

(d) The property fully described in column no.5 of this deed, hereby sold, is free from encumbrances, charges and liabilities.

(e) The purchaser shall be entitled to get his name mutated in the records of the Municipal Corporation, Bhagalpur and the State of Bihar (the Anchal Office, Jagdishpur) and obtain receipt in his name on payment of tax and rent in respect of the property fully described in column no.5 of the deed, hereby sold.

(f) In case the purchaser, is hereby dispossessed either from whole or part of the property hereby sold, on account of defect of title, the purchaser shall be entitled to realise the entire consideration money with interest thereof @ 12% per annum alongwith cost and charges. The vendors hereby assure to have paid upto date

.....9

all rates, and public demands relating to, the property hereby sold, and the purchaser would only be liable for those rates, taxes and charges from the date of the execution of this sale deed.

IF WITNESSED HEREON, the vendors have signed this deed, after going through its contents and fully understanding the implications of this deed in token of its correctness.

IN PRESENCE OF
WITNESSES:

1. *ETATY off*

2. *Buwa Lal Bhawanji*

3. *Karni Prasad Bhawanji*

4. *Narain Kumar Bhawanji*

5. *Gopal Krishna Bhudania*

6. *Bahadur Kumar Bhudania*

7. *[Signature]*

8. *Sheela R. Bhawanji*

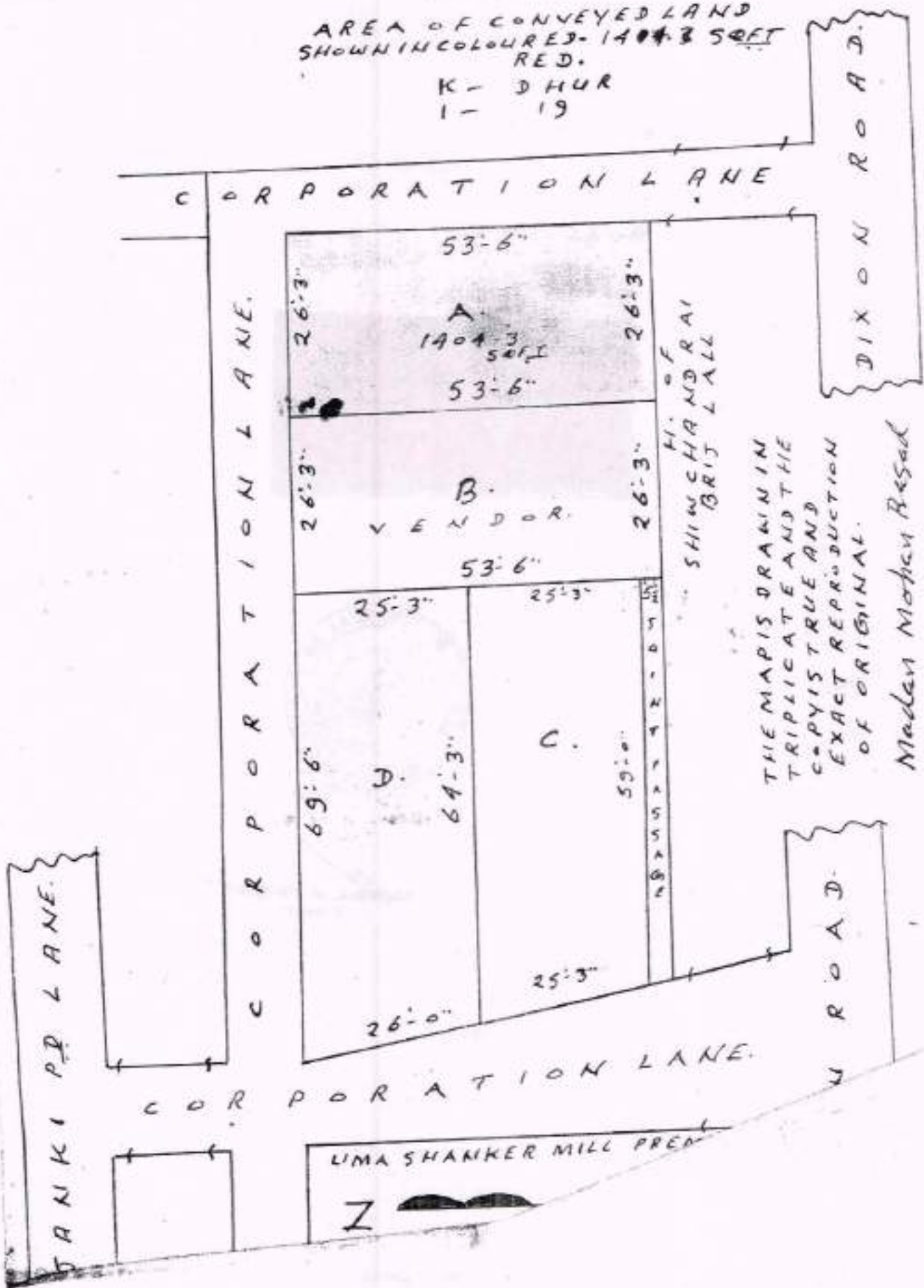
EXECUTANTS (VENDORS)

1. *[Signature]*

2. *[Signature]*

P SHOWING THE POSITION OF LAND
 BEARING H. NO. 25 WE. N. 11 DIXON ROAD.
 BELONGING TO PIRAMAL, JANKI DAS
 SOLD TO SRI- DEBKI NANDAN SAH SIO
 SRI- RICHH PAL SAH-
 BHAGAL PUR.
 SCALE 16"=1"

AREA OF CONVEYED LAND
 SHOWN IN COLOURED- 1404.3 SQ FT
 RED.
 K- DHUR
 1- 19



138

9262-88

9262-88

देवरी नदी के तट पर

29/9/88 - 6/10/88

21/1/89 - 4/2/89

देवरी नदी के तट पर

1 - श्रीमान श्री

श्रीमान

श्रीमान

9000 x 1 = 9000

200 x 1 = 200

100 x 1 = 100

8 x 9 = 72

2 x 2 = 4

7300

21/6/88

21/6/88

21/6/88

21/6/88



श्रीमान श्री

21/6/88

श्रीमान श्री

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Biggus Perasad



(2)

3. Nature of the Deed :- Absolute Sale Deed (Deed of Conveyance)

4. Consideration :- Rs.20600/- (Rs. Twenty thousands five hundred) only.

5. Description of the property hereby conveyed :- All THAT SIXTEEN ANNAS RIGHT, TITLE AND INTEREST in homestead land, measuring 1404.3 Sq.feet i.e.1 (One) Katha 19 (Nineteen) Dhurs (by the measurement of 1 Katha=720 Sq.feet), with boundary wall together with right of easement of air and light, flow of water and drains etc. forming part of old holding No.25, New No.25

situated on Dixon Road, Mohalla Mundichak in Ward No.11, within Bhagalpur Municipal Corporation office and District of Bhagalpur within the Zamindari of State of Bihar, Anchal Jagdishpur, bearing Municipal Survey Khesra no.61 khata no.268 of ward no.11, having the following boundaries :-



(3)

North:- Municipal Corporation Lane

South:- House of Shivechand Rai Brijlal

East :- Purchaser Deoki Nandan Shah

West :- Kiran Shah and Atma Ram Shah,

A sketch map on scale showing the area conveyed here with in " RED COLOUR" is attached herewith, which forms part of this Deed;

THIS INDENTURE MADE THIS ON 21st day of JUNE 1988 (ONE THOUSAND NINE HUNDRED EIGHTY EIGHT) BETWEEN Sri LILA DHARI SHAH, more fully described in Column No 1 above and hereinafter called the " VENDOR" which expression shall unless, excluded by or repugnant to context, mean and include his heirs legal representatives, executors successors in interest, administrators and assigns of the one PART AND DEOKI NANDAN SHAH S/O Richhpal Shah, more fully described in column No.2 above and hereinafter called the " PURCHASER" which expression shall unless excluded by or repugnant to context, mean and include his heirs, legal representatives, executors, successor-in-interest administrators, and assigns of the OTHER PART, A N D

Lila Dhar Shah
21-6-88



(4)

WHEREAS the property described fully in column no. 5 above, has acquired by the vendor by purchase from his own personal fund, by means of a Registered sale Deed dated 4.10.85, from Moti Lal Bhuwania and others, Karta and member of their H.U.F. for valuable consideration. The said Deed bears its Book No.1 Volume No.15 Page No.11 to 20 Deed No.52 year 1985/86 duly registered at Metropolitan Town, Calcutta.

WHEREAS since after aforesaid purchase the Vendor is coming all along in exclusive and absolute possession over the said property purchased by him as owner and is exercising his right over the same as such; A N D

WHEREAS the name of Sri S.N.P. Bhuwania is recorded in the records of the Bhagalpur Municipal Corporation, since after the said purchase as owner in respect of the property fully described in Column No.5 above and is also recorded in the Municipal Survey records and his name is still in existence in the above records who is vendor's vendor of this Deed ;

A N D WHEREAS, the Vendor has acquired, good, valid perfect and indefeasible right, title and interest



(5)

over the property fully described in column no.5 above and has full right to dispose off the same A N D

WHEREAS the property described in column No.5 above is vacant and fetches no income and the vendor is in need of money to provide capital in profitable work/business and some other urgent and domestic work and there is no other source to procure money except by Sale of the above property and as such the Vendor has decide to dispose off the same and intimated his above intention before intending purchaser(s).

WHEREAS the purchaser was in search of a suitable property for his residence purposes in the town of Bhagalpur and the property described in column no.5 above being most suitable for his above purpose offered to the Vendor to purchase the same for a total consideration of Rs.20500/- only; A N D

WHEREAS the Vendor agreed for sale of the above property fully described in Column No.5 above free from all encumbrances for the said consideration of Rs.20500/- (Twenty thousand five hundred) only which is the highest amount so far made by any body and the same is fair, reasonable and adequate.

NOW THIS DEED OF SALE WITNESSETH AS

FOLLOWS :-

25-9-11
L. D. Sharma

(6)

That in pursuance of the aforesaid agreement and in consideration of Rs.20500/- (Twenty thousands five hundred) only paid by the purchaser by A/C Payee Demand Draft No.01/A/31-439173 Dated 20.6.88 drawn on S.B.I.BGP.Branch of Rs.20500/- to the vendor, to day on execution of these presents and the receipt whereof the vendor hereby acknowledged and of and from the same and every part thereof hereby releases to the purchaser, the Vendor does hereby grant, convey and transfer UNTO AND TO THE USE OF THE PURCHASER, all that 16 (Sixteen) annas right, title and interest in the property fully described in column No.5 above, written or howsoever otherwise the said property or any part thereof, now is or heretofore was situated and bounded, called known, numbered described or distinguished together with all rights, easements and appertanances whatsoever inhering the said property which are or hereafter shall or may be in possession power of control of the Vendor or any other person or persons from whom the vendor may procure the the same without any action or suit TO HAVE AND TO HOLD the said property hereby granted or expressed so to be and to the use of the purchaser absolutely and for ever free from all encumbrances.

AND THE VENDOR NOW HEREBY CONVENANTS WITH THE PURCHASER:

1. That notwithstanding any acts deeds or things by the Vendor, done executed or knowingly suffered to

38
Filed and
21.6.88

7-5-88

(7)

to the contrary, the vendor is now lawfully rightfully and absolutely seized and possessed off or otherwise well or sufficiently entitled to the said property hereby granted or expressed so to be, and every part thereof for a perfect and indefeasible estate of inheritance, without any manner of condition or use, or trust or other things whatsoever to alter, defeat, encounter or make void to the same.

(2) That the purchaser shall and may at all times hereafter peacefully and quietly possess and enjoy the said property without any claim or hindrance from the vendor or any other person claiming through his.

(3) That the vendor has already made over possession of the vendid property hereby granted and conveyed to the purchaser.

(4) That the vendor has got good, valid and perfect title to the said property hereby granted and conveyed.

(5) That the purchaser shall be entitled to have his/her name mutated in the records of the Municipality now Bhagalpur Municipal Corporation, Bhagalpur in the Anchal office, Jagdishpur in respect of the said property hereby demised in place of the vendor.

(6) That the vendor shall from time to time and at all times execute or cause to be executed and/or do or cause to be done and executed all such acts, deeds things and documents at the cost and on the request

51
File Bhagalpur
21.6.88

(8)

of the purchaser, which may be necessary for more perfectly assuring the property hereby transferred to the purchaser with all intents and purposes of this Deed.

(7) That in case the purchaser is dispossessed from the said property hereby granted or demised or any part thereof, on account of any defect in the title of the vendor, the purchaser shall be entitled to realise entire consideration money or part thereof as the case may be together with interest @ 12% per annum and costs from the person or property of the Vendor.

IN WITNESSES WHEREOF THE Vendor has put their hand and seal on the, month and year aforementioned.

WITNESSES:

1. *आराम*
गुरु लाल लाल भगलपुर
21.6.88

2. *Sawal Ram Kajriwal*
Kharman Chak
Bhagalpur
21.6.88.

Typed by-

Surendra Mohan Rajhans
(S.M. Rajhans) 21/6/88
C.C. Bhagalpur.

EXECUTANT

Laladhar Shrivastava
21.6.88

BELONGING TO SRI LILADHARI SHAH BEING SOLD TO SRI DEORJIAN DAN SHAH
S/O SRI RICHH PAL SHAH OF KUNTAL LANE, BHALPUR - 2. SCALE 1" = 24 FT.

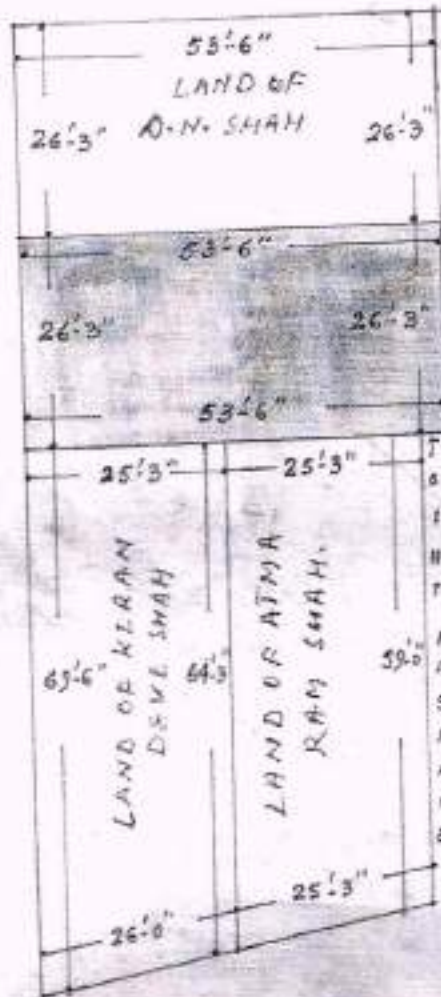
AREA OF THE LAND BEING CONVEYED = 1 K. 19 DHUR OR 1404.30 SQ. FT.

SHOWING COLOUR

CORPORATION LANE

DIXON
ROAD

C
O
R
P
O
R
A
T
I
O
N
L
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N
E



H/O
SHIVCHAND RAJAL

DIXON
ROAD

CORPORATION LANE

PREMISES OF UTH SHANKER MILL

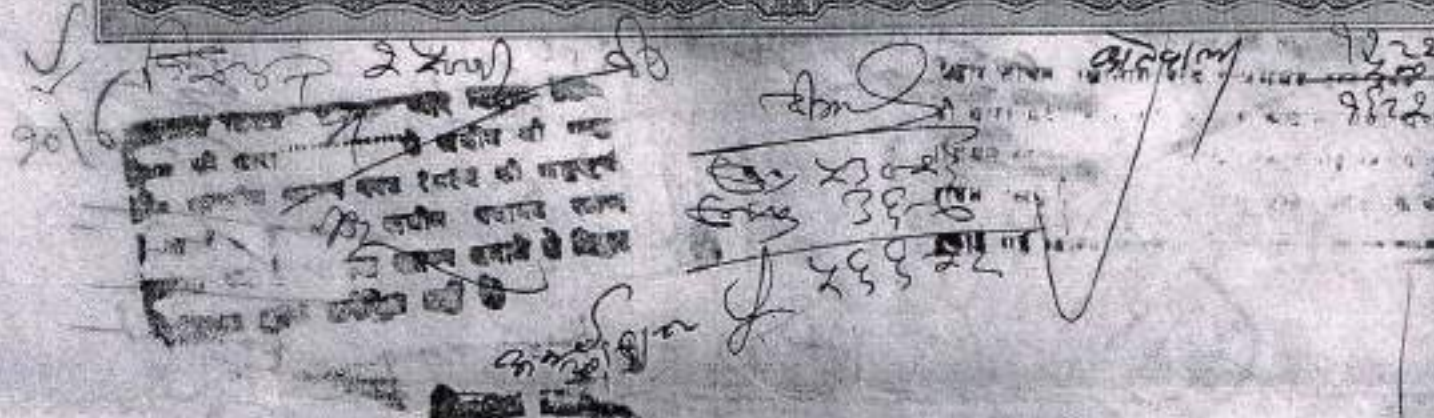
CERTIFIED THAT THIS PLAN HAS BEEN
DRAWN IN DUPLICATE AND BOTH COPIES
ARE TRUE & EXACT COPY OF EACH OTHER

D. S. Sahay
1. D. S. Sahay

S. OF VENDOR
Lila Shah
2. Lila Shah

NO. OF WITNESSES

1. *27-6-2016*
2. *Salvati Rathi*



Kizom Shah
20.7.98

Washed Lot
Bogalshim
20.7.29

Kiran Shah, 20.7.88.



(2)

3. Nature of the Deed. :- Absolute Sale Deed (Deed of conveyance)
4. Consideration :- Rs.25000/- (Rs. Twenty five thousands) only.
5. Description of the property hereby conveyed :- ALL THAT SIXTEEN ANNAS RIGHT, TITLE AND INTEREST in homestead land, measuring 1688.6- Sq.feet i.e.2 (Two) Kathas 6(Six) Dhurs 17+ (Seventeen and half) Dhurkies with boundary wall (by the measurement of 1 katha= 720 Sq.feet) with boundary wall, together with right of easement of air and light, flow of water and drains etc. forming part of old holding No.25, situated on Dixon Road, Mohalla Mundichak in ward No.11, within Bhagalpur Municipal Corporation office and District of Bhagalpur within the Zamindari of State of Bihar, Anchal Jagdishpur bearing Municipal Survey Khesra No.61 of khata No.268 of ward No.11, having the

Kiran Shah.
26.7.88.



(3)

following boundaries :-

North :- Municipal Corporation Lane

South :- Atma Ram Shah

East :- Lila Dhari Shah now purchaser
Deoki Nandan Shah.

West :- Municipal Corporation Lane.

Kiran Shah.
20.7.88.

A sketch map on scale showing the area conveyed here with in " RED COLOUR" is attached herewith, which forms part of this Deed,

THIS INDENTURE MADE THIS ON 20 th day of
JULY 1988 (ONE THOUSAND NINE HUNDRED EIGHTY EIGHT)
BETWEEN KIRAN DEBI SHAH W/O Sri Chandra Shekhar
Shah, morefully described in column No.1 above and
hereinafter called the " VENDOR" which expression
shall unless, excluded by or repugnant to the context,
mean and include her heirs legal representatives,
executors, successors in interest, administrators and
assigns of the one PART AND URMILA DEBI SHAH W/O
Sri Deoki Nandan Shah, morefully described in column
No.2 above and hereinafter called the " PURCHASER"



(4)

which expression shall unless excluded by or repugnant to the context, mean and include her heirs, legal representatives, executors, successor-in-interest administrators, and assigns, of the OTHER PART A N D

WHEREAS the property described fully in column No.5 above has acquired by the Vendor by purchase from her own personal fund, by means of a Registered sale deed dated 4.10.85, from Moti Lal Bhuwania and other, karta and member of their H.U.F. for valuable consideration. The said deed bears its Book No.1 Volume No.11 page No.44 to 53 Deed No.50 Year 1985/86; duly registered at Metropolitan Town, Calcutta.

WHEREAS since after aforesaid purchase the vendor is coming all along in exclusive and absolute possession over the said property purchased by her as owner and is exercising her right over the same as such; A N D

WHEREAS the name of Sri S.N.P.Bhuwania is recorded in the records of the Bhagalpur Municipal Corporation, since after the said purchase as owner in respect of the property fully described in column

Kiran Shah
20.7.88

Kiran Shah



(5)

No.5 above and is also recorded in the Municipal Survey records and his name is still in existence in the above records who is vendor's vendor of this Deed;

A N D WHEREAS, the Vendor has acquired, good, valid perfect and indefeasible right, title and interest over the property fully described in column No.5 above and has full right to dispose off the same; A N D

WHEREAS the property described in Column No.5 above is vacant and fetches no income and the Vendor is in need of money to provide capital in profitable work/business and some other urgent and domestic works and there is no other source to pro-money except by sale of the above property and as such the vendor has decide to dispose off the same and intimated her above intention before intending purchaser(s).

WHEREAS the purchaser was in search of a suitable property for her residence purpose in the town of Bhagalpur and the property described in column no.5 above being most suitable for her above purpose offered to the vendors to purchase the same for a total consideration of Rs.25000/-

(6)

(Rs. Twenty Five thousands) only which is the highest amount so far made by any body and the same is fair reasonable and adquate.

NOW THIS DEED OF SALE WITNESSETH AS

FOLLOWS:-

That in pursuance of the aforesaid agreement and in consideration of Rs.25000/- (Twenty five thousands) only paid by the purchaser to the vendor today by D/D No.01/A/31 440483 dt.19.7.1988 on S.B.I.BGP. and the receipt whereof the vendor hereby acknowledges and of and from the same and every part thereof hereby releases to the purchaser, the vendor does hereby grant, convey and transfer UNTO AND TO THE USE OF THE PURCHASER ALL THAT *16 (Sixteen) Annas right, title and interest in the property fully described in column No.5 above, written or howsoever otherwise the said property or any part thereof, now is or heretofore was situated and bounded, called known numbered described or distinguished together with all rights, easements and appurtenances whatsoever inhering the said property and/or said to inhere thereto and all the claims, rights and demands of the Vendor into or upon the said property which are or hereafter shall or may be in possession power or control of the vendor or any other person or persons from whom the vendor may procure the same without any action or suit TO HAVE AND TO HOLD the said

Kiran Shah.

Kiran Shah.

20.7.88.

(7)

property hereby granted or expressed so to be and to the use of the purchaser absolutely and for ever free from all encumbrances.

AND THE VENDOR NOW HEREBY COVENANTS WITH THE PURCHASER:-

1. That notwithstanding any acts deeds or things by the Vendor, done executed or knowingly suffered to the contrary, the vendor is now lawfully rightfully and absolutely seized and possessed of or otherwise well or sufficiently entitled to the said property hereby granted or expressed so to be and every part thereof for a perfect and indefeasible estate of inheritance, without any manner of condition or use, trust or other things whatsoever to alter, defeat, encounter or make void to the same .

(2) That the purchaser shall and may at all times hereafter peacefully and quietly possess and enjoy the said property without any claim or hindrance from the vendor or any other person claiming through his/her .

(3) That the vendor has already made over possession of the vended property hereby granted and

Kiron Shok
20.1.93

(8)

and conveyed to the purchaser.

(4) That the vendor has got good, valid and perfect title to the said property hereby granted and conveyed.

(5) That the purchaser shall be entitled to have his/her name mutated in the records of the Municipality now Bhagalpur Municipal Corporation, Bhagalpur in the Anchal office, Jagdishpur in respect of the said property hereby demised in place of the vendor.

(6) That the vendor shall from time to time and at all times execute or cause to be executed and/or do or cause to be done and executed all such acts, deeds, things and documents at the cost and on the request of the purchaser, which may be necessary for more perfectly assuring the property hereby transferred to the purchaser with all intents and purposes of this Deed.

(7) That in case the purchaser is dispossessed from the said property hereby granted or demised or any part thereof, on account of any defect in the title of the vendor, the purchaser shall be entitled to realise entire consideration money or part thereof as the case may be together with interest @ 12% per

Kishan Shah

(9)

per annum and costs from the person or property
of the vendor.

IN WITNESSES WHEREOF THE vendor has put
their hands and seal on the day, month and year
aforementioned.

WITNESSES:

1. Chandra Shekhar Shah

Kumbhal Garh

Bhagalpur-2

2. Sival Ram Kejriwal

Khatmukh

Bhagalpur

20.7.88.

EXECUTANT

Kiran Shah

20.7.88.

Typed by-

Surendra Mahan Rajhans

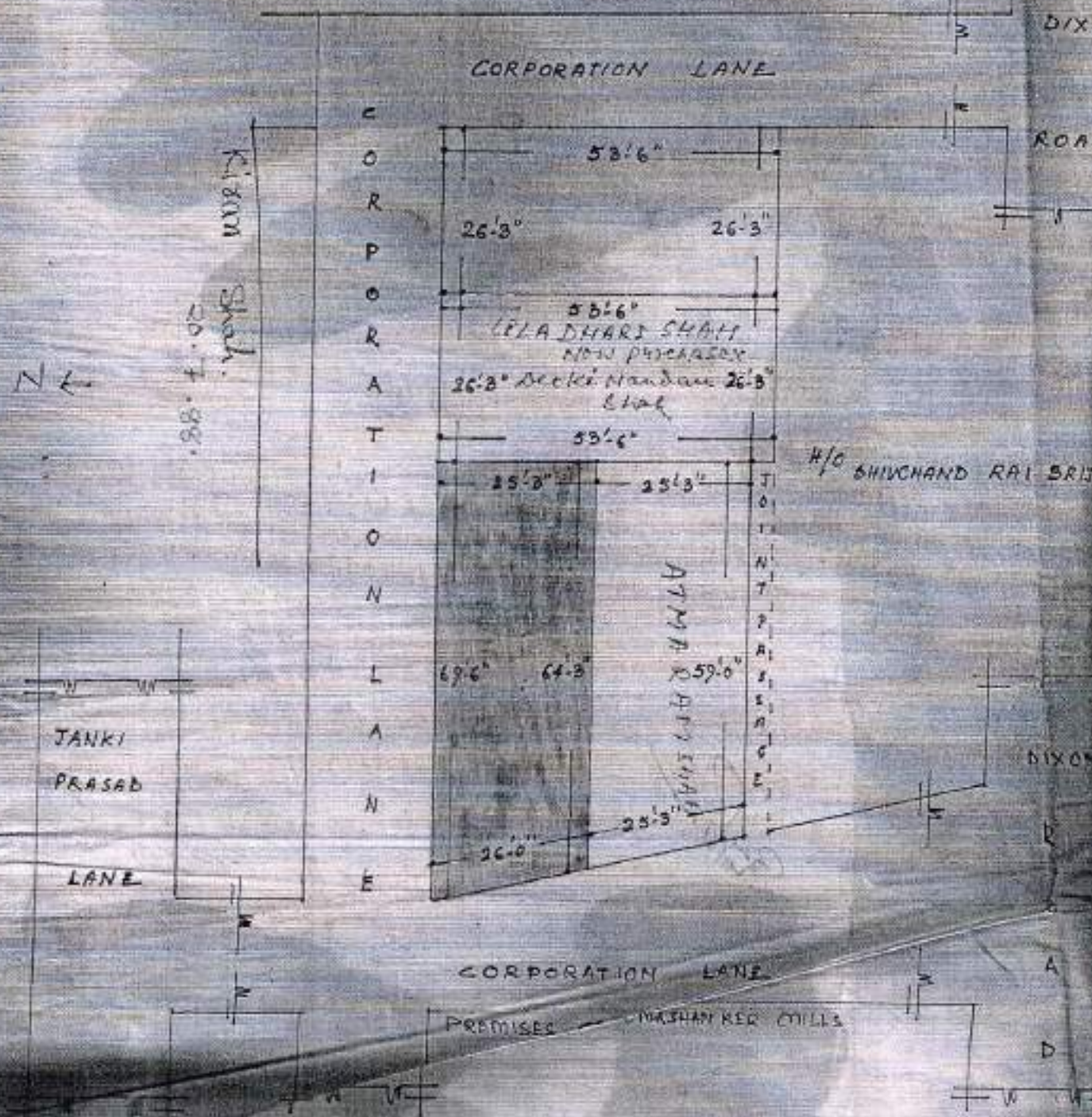
(S.M. Rajhans) 20/7/88

C.C. Bhagalpur

BELONGING TO SMT. KIRAN BEVI SHAH BEING SOLD TO SMT. URMILA DE
SHAH W/O DEOKINANDAN SHAH OF KUNTLAL LANE, BHAGALPUR-2 SCA

SHOWN BY COLOUR

1688-6 JEFF.



CERTIFIED THAT THIS PLAN HAS BEEN
DRAWN IN DUPLICATE AND BOTH COPIES
ARE TRUE & EXACT COPY OF EACH OTHER.

~~I-I~~ N Sakay

SIG. OF VEV

20. 7. 89.

अ.प्र. ३, २५/४/८२ २५०० ७५०Rs.



Handwritten notes and signatures on the left side of the stamp, including '2282' and '24-11-87'.

Handwritten notes in the center, including '2282' and '24-11-87'.

Handwritten notes on the right side, including '2282' and '24-11-87'.

1. Name and address of the Vendor :- (1) ATMA RAM SHAH S/O Sri Richhpal Shah
(2) KAUSHAL SHAH, (3) VIKRAM SHAH, both minor sons of Sri Atma Ram Shah, minors through their Guardian, father and next friend aforesaid Atma Ram Shah, by faith Hindu, by occupation Advocate, resident of Mahalla Sujaganj, P.S. Kotwali, in the town Sub-registration office and District of Bhagalpur, Nationality-Indian.

2. Name and address of the purchaser :- URMILA DEBI SHAH W/O Sri Deoki Nandan Shah by faith Hindu, by occupation housewife, resident of Mahalla Sujaganj, P.S. Kotwali, in the town, Sub-registration

Handwritten notes on the right margin, including 'Atma Ram Shah' and '2-8-1989'.

1.17
12/1

9252-24
92.5.22

उत्तरी भाग के लिये लक्ष्य 6 सुभागां
आगत को लक्ष्य की मातृ लक्ष्य 614

अथवा 1000 की मातृ लक्ष्य

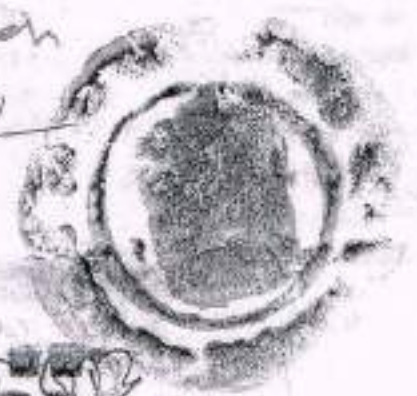
आगत 1000 की मातृ लक्ष्य
रीक्षा लक्ष्य लक्ष्य
सुभागां लक्ष्य लक्ष्य
लक्ष्य लक्ष्य
लक्ष्य लक्ष्य

6000 लक्ष्य लक्ष्य
6 x 10
6 x 10
9252-24

लक्ष्य लक्ष्य
लक्ष्य लक्ष्य

लक्ष्य लक्ष्य
लक्ष्य लक्ष्य

Atma Ram Shree
2-8-1989



आगत 1000 की मातृ लक्ष्य

लक्ष्य लक्ष्य
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लक्ष्य लक्ष्य

Atma Ram Shree
2-8-1989

लक्ष्य लक्ष्य

लक्ष्य लक्ष्य

लक्ष्य लक्ष्य



(2)

3. Nature of the Deed. :- Absolute Sale Deed (Deed of Conveyance)
4. Consideration :- Rs.23000/- (Rs.Twenty three thousands) only.
5. Description of the property hereby conveyed :- ALL THAT SIXTEEN ANNAS RIGHT, TITLE AND INTEREST in homestead land, measuring 1556 Sq.feet i.e.2 (Two) Kathas 3 (Three) Dhurs 4 (Four) Dhurkiés with boundary wall (by the measurement of 1 Katha= 720 Sq.ft) together with right of easement of air and light, flow of water and drains etc. forming part of Holding No.25 situated on Dixon Road, Mohalla Mundichak in ward no.11, within Bhagalpur Municipal Corporation office and District of Bhagalpur within the zamindari of State of Bihar, Anchal Jagdishpur, bearing Municipal Survey khesra no.61 of khata No.268 of ward no.11, having the following boundaries:-

Atma Ram Singh
2-5-1989



(3)

North :- Kiran Shan W/O Chandra Shekhar Shah
 (Now purchaser Urmila Debi Shah)

South :- 5'-6" wide joint passage of the
 Vendor and Shiv Chand Rai Brij Lal

East :- Lila Dhari Shah (Now purchaser Deoki
 Nandan Shah).

West :- Municipal Corporation Lane.

A Sketch Map on scale showing the area conveyed here with in " RED COLOUR " is attached herewith, which forms part of this Deed;

THIS INDENTURE MADE THIS ON 2nd day of August 1989 (ONE THOUSAND NINE HUNDRED EIGHTY NINE) BETWEEN Sri ATMA RAM SHAH, morefully described in column No.1 above and hereinafter called the "VENDOR" which expression shall unless, excluded by or repugnant to the context, mean and include his heirs legal representatives, executors successors in interest, administrators and assigns of the one PART AND URMILA DEBI SHAH W/O Deoki Nandan Shah, morefully described in

Urmila Debi Shah

2-2-1989



(4)

which expression shall unless excluded by or repugnant to the context, mean and include her heirs, legal representatives, executors, successor-in-interest administrators, and assigns, of the OTHER PART; A N D

WHEREAS, the property described fully in Column No.5 above, has been acquired by the Vendor No.1 by purchase from his H.U.F. fund being the Karta of his Branch/family by means of a Registered Sale Deed dated 4.10.85, from Moti Lal Bhuwania and others, Karta and member of their H.U.F. for valuable consideration. The said Deed bears its Book No.1 Volume No.15 page No.21 to 30 Deed No.53 year 1985-86 duly registered at Metropolitan Town, Calcutta

WHEREAS since after aforesaid purchase the vendor is coming all along in exclusive and absolute possession over the said property purchased by him as owner and is exercising his right over the same as such
A N D

Handwritten: 2-8-1989
P. K. Ram Shah

WHEREAS, the name of Sri Shiv Nandan Prasad phuwania one of the person from whom the Vendors acquired the said property has been duly recorded in the records of the Bhagalpur Municipality now Corporation and in the records of the Municipal Survey over the same; A N D

WHEREAS after purchase as above the Vendors have acquired, good, valid perfect and indefeasible right, title and interest over the property fully described in column No.5 above and has full right to dispose off the same; A N D

WHEREAS, the property described in column No.5 above is vacant and fetches no income and the Vendors are in need of money to provide capital in profitable work/ business and some other urgent and domestic work for the benefit of his family and there is no other source to procure money except by sale of the above property and as such the vendor No.1 has decided to dispose off the same and intimated his above intention before intending purchaser(s).

WHEREAS, the purchaser was in search of a suitable & property for her residence purposes in the town of Bhagalpur and the property described in column No.5 above most suitable for her above purpose, offered to the Vendor No.1 to purchase the same for a total consideration of Rs.23000/- (Twenty Three Thousands) only; A N D

Three Nam Shes
2-2-1989

(6)

WHEREAS the vendor No.1 forself and on behalf of his minor sons being the karta and manager of his H.U.F.family agreed for sale of the above property fully described in column No.5 above free from all encumbrances for the said consideration of Rs.23000/- (Twenty three thousands) only which is the highest amount so far made by any body and the same is fair reasonable and adequate.

NOW THIS DEED OF SALE WITNESSETH AS

FOLLOWS:-

That in pursuance of the aforesaid agreement and in consideration of Rs.23000/- (Twenty three thousands) only the PURCHASER has paid the same by Banker's Cheque No.BN/14 761165 dt.27.7.89 for Rs.23000/- Drawn on SBI Bhagalpur City Branch in favour of Vendor No.1, and the receipt whereof the vendors hereby acknowledged and of and from the same and every part thereof hereby releases to the purchaser, the Vendors does hereby grant, convey and transfer UNTO AND TO THE USE OF THE PURCHASER, all that 16 (Sixteen) Annas right, title and interest in the property fully described in column no.5 above, written or howsoever otherwise the said property or any part thereof, now is or hereto be fore was situated and bounded, called known, numbered described or distinguished together with all rights, easements and appertanances

Done from Sheet
2-8-1989

Done from Sheet
2-8-1989

(7)

whatsoever inhering the said property and/or said to inhere thereto and all the claims, rights and demands of the Vendors into or upon the said property which are or hereafter shall or may be in possession power of control of the vendors or any other person or persons from whom the vendors may procure the same without any action or suit TO HAVE AND TO HOLD the said property hereby granted or expressed so to be and to the use of the purchaser absolutely and for ever from all encumbrances.

Attn: Sam Shah
2-8-1989

AND THE VENDORS NOW HEREBY CONVENANTS
with the purchaser:-

1. That notwithstanding any acts deeds or things by the Vendors done executed or knowingly suffered to the contrary, the Vendors are now lawfully rightfully and absolutely seized and possessed off or otherwise well or sufficiently entitled to the said property hereby granted or expressed so to be and every part thereof for a perfect and indefeasible estate of K inheritance, without any manner of condition or use, trust or other things whatsoever to alter, defeat, encounter or make void to the same.

(2) That the purchaser shall and may at all

(8)

times hereafter peacefully and quietly possess and enjoy the said property without any claim or hindrances from the vendors or any other person claiming through them.

(3) That the vendors have already made over possession of the vended property hereby granted and conveyed to the purchaser.

(4) That the vendors have got good, valid, and perfect title to the said property hereby granted and conveyed,

(5) That the purchaser shall be entitled to have her name mutated in the records of the Municipality now Bhagalpur Municipal Corporation Bhagalpur and in the Anchal office, Jagdishpur in respect of the said property hereby demised in place of the Vendor's vendor.

(6) That the vendor shall from time to time and at all times execute or cause to be executed and/or do or cause to be done and executed all such acts, deeds, things and documents at the cost and on the request of the purchaser, which may be necessary for more perfectly assuring the property hereby transferred to the purchaser with all intents and purposes of this deed.

(7) That in case the purchaser is dispossessed from the said property hereby granted or demised or any part thereof, on account of any defect in the title of the

Shree Ram Shuk
2-8-1989

(29)

the vendors, the purchaser shall be entitled to realise entire consideration money or part thereof as the case may be together with interest @ 12% per annum and costs from the person or property of the vendors.

IN WITNESSES WHEREOF the Vendors have put their hands and seal on the day, month and year aforementioned.

WITNESSES:

1. उवा देवी साठ
मुजकल लेन

2. माराकपुर 2-8-89.
Samal Ram Kishorewal
Khermauchak
Bhagalpur
21/8/89.

3. Raj Kumar Singhania
Gulab Ramlane Rd.
Bhagalpur 21/8/89
Typed by-

EXECUTANT

✓ Atma Ram Shek
2-8-1989

Sundera Mohan Rajha
(S.M. Rajhans) 218/89
C.C. Bhagalpur.

[illegible]

Court Fee of - ₹ 30,000/-

Value of Will property – ₹26,00,000/-

FORM NO. - (J) 36

GRANT OF PROBATE OF WILL

[SECTION 289 OF THE INDIAN SUCCESSION ACT, 1925]

Probate case No. - 38/13

Smt. Suman Devi Shah ----- Petitioner/Applicant

Vs.

Mostt. Urmila Devi Shah & others ----- Opposite party.

I, **Anjani Kumar Srivastava**, District Delegate-cum-Sub-Judge-Ist, **Bhagalpur** hereby make known that on the 29th day of July in the year 2011, the last Will of **Late Deoki Nandan Shah**, S/o Late Richh Pal Shah residing of Mohalla – Sujaganj, P.S. - Kotwali, Dist.- Bhagalpur, Present Address – 54, Dixan Road (Mahavir Shah Lane, Mundichak), Ward No.- 11, New Ward No.-36, Old P.S.- Tilkamanjhi, Kotwali, P.O. – Bhagalpur, Anchal – Jagdishpur under Municipal Corporation, Sub-Registry Town, Dist- Bhagalpur- 812001 (Mundichak), P.S- Tilkamanjhi, Dist.-Bhagalpur, a copy where of is hereunto annexed was proved and registered before me, and that administration of the property and credits of the said deceased and in any way concerning his Will was granted to **Smt Suman Devi Shah**, W/o – Uttam Kumar Shah, Address – 54, Dixan Road (Mahavir Shah Lane, Mundichak), Ward No.- 11, New Ward No.-36, Old P.S.- Tilkamanjhi, Kotwali, P.O. – Bhagalpur, Anchal – Jagdishpur under Municipal Corporation, Sub-Registry Town, Dist- Bhagalpur- 812001 (Mundichak), P.S- Tilkamanjhi, Dist.-Bhagalpur, the Executor in the said Will named, he having undertaken to administer the same, and make a full and true inventory of the said property and credits, and exhibit the same in this Court within six months from the date of this grant or within such further time as the Court may from time to time appoint and also to render to this Court a true account of the said property and credits within one year from the same date or within such further time as the Court may from time to time appoint.

Granted this 26th day of September in the year 2016 under the seal of the court.

Frank

Sheristedar

21-01-15

Sub-Judge-1st

- cum -

District Delegate, Bhagalpur

25-01-12

In The Court of Sub-judge I, Bhagalpur

Present:-

Sri A.K. Srivastava
District Delegate - cum -
Sub-judge - Ist Bhagalpur

A. Fine No. 266

11.6.16

Probate 38/13

Smt. Suman Devi shah - - - - - Petitioner
vs
Urmila Devi shah & others - - - - - Opp. party

Counsel for petitioner - - -

Counsel for opp. party - - -

Bhagalpur, Dated 26th Sep. 2016

JUDGMENT

1. That, the probate petition has been filed on behalf of the petitioner namely Smt. Suman Devi shah to grant probate Certificate in her favour.
2. That, the case of the petitioner in brief is that Late Deoki Nandan shah acquired the property through two registered Sale-deeds, bearing deed no. 51, Zild No. 15, Page No. 21 to 30 dated 02.01.1986, registered at Sub-Registry office, Calcutta, executed by Moti Lal Bhuwonia and other deed no. 9698, Zild No. 68 Page No. 56 to 68, dated 02.01.1988, registered at Sub-Registry office, Bhagalpur executed by Likhari Shah in favour of deceased Deoki Nandan shah. After the death of testator Deoki Nandan shah, the petitioner is coming in her peaceful possession over the property mentioned

- - - - - Continues

GOVT. OF BIHAR
BAGALPUR COURT
AUTHORISATION NO. 2493



INDIA

27-9-16



24468
27-9-16

in Registered Deed of Will. The property situated at Mouza/Mohalla - Mundichak/54 Mahavir Shah lane, Diction Road, ward No. 11 (old), present ward No. 36, Holding No. 25 F (old) at present Holding No. 54, Anchal, Jagdishpur, Thana. Tilkamanghi (kotwali), under Municipal Corporation, Town, Sub-Registry & District - Bhagalpur. The petitioner is own daughter - in-law of the said testator. Devki Nandan Shah deceased and the late Devki Nandan Shah was living with his younger daughter - in-law smt. Sunan Devi Shah till his death.

3. That, the Court fee paid by the petitioner Rs. 30,000/- (Thirty thousand) through challan, then after case was admitted for hearing. Notice was issued against the opposite party, but no one appear before the Court to claim or oppose the said Will.

4. That, in the support of her case petitioner produced all together 4 witness namely Urmila Devi Shah P.W.-1, She deposed on affidavit that petitioner is my daughter-in-law my husband has a Will in favour of petitioner which property acquired by him. No objection to grant probate Certificate in favour of petitioner.

P.W.-2 Lakshman Prasad ^{of the} deposed that he is one witness of Will and supported the case of petitioner.

P.W. 3 Suman Devi Shah (petitioner herself) supported her version which is mentioned in the probate petition. P.W. 4 Shallesh Kumar Jha deposed in his affidavit is that Late Devaki Nandan Shah called me on 28-07-11 regarding to write a will in the name of Suman Devi Shah. Deed writer Sri Bhavesh Prasad Jha was already present there, according to Devki Nandan Shah I prepare a will and P.W. 4 also supported the version of petitioner.

5. That, in the support of her case petitioner produced document which is exhibited as:-

Ext-1 :- Register Deed of will
Dated 29.07.11

Ext-2 :- Death Certificate of Devki Nandan Shah

Ext-3 to 3/4 :- Original Sale Deed 02-01-86
and 02-01-88

Ext-4 :- Rent Receipt No. 848228

Ext-5 :- Original correction slip.

Ext-4/a :- Rent Receipt of Anchal

Ext-5/a :- Original correction slip.

Ext-6 :- Municipal Rent Receipt

Ext-7 :- C.C. of Khatsyan Ward No-11
Khata No. 268 Khata No-58

6. That, the consideration the above facts, circumstances of the case and document available on the case record in view of that the petitioner



[Handwritten signature]

27/9/16 28/9/16 ⁴ 29/9/16 29/9/16 - 29/9/16

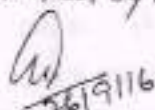
Smt. Suman Devi Shah is entitled to get probate Certificate in her favour.

ORDERED

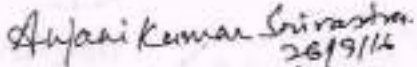
The Probate petition is allowed in the favour of petitioner. o/c is directed to issue probate Certificate in the name of petitioner Smt. Suman Devi Shah accordingly.



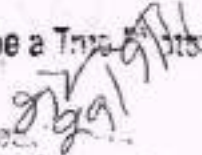
Dictated by me


A.K. Srivastava
District Delegate
- Cum -
Sub Judge-I, Bhagalpur

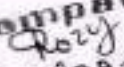
Corrected by me


Anjani Kumar Srivastava
26/9/16
A.K. Srivastava
District Delegate
- Cum -
Sub Judge-I, Bhagalpur

Certified to be a True Copy


H.O.
Civil Court, Bhagalpur
Authorized w/s 70 Act I 1872

NOTO CC

Compared by

29-9-16
C.C.

व्यवहार न्यायालय भागलपुर
आवेदन शुल्क 02 = 30
अन्वेषण शुल्क 03 = 85
आवश्यक शुल्क 03 = 75
फोलियो... शुल्क 04 = 00
छाया शुल्क राशी 04 = 00
कुल योग 10 = 60
Roy
29-9-16

2013
Feb 9-17

पृष्ठांकन का सारांश

दिनांक 29.07.2011 को देवकी नन्दन साह द्वारा यह दस्तावेज रजिस्ट्रीकरण हेतु उपस्थापित किया गया।

इसमें रु० 0/- मुद्रांक शुल्क एवं रु० 720/- अन्य शुल्क का भुगतान किया गया। दस्तावेज ग्राह्य प्राप्त किया। जिन लेख्यकारियों ने मरे सम्पत्ति इसका निश्चयन स्वीकार किया उनके तथा उनके पहचानकर्ता के नाम, फोटो, अंगुलियों के निशान एवं हस्ताक्षर पीछे अंकित हैं।

इसे दस्तावेज सं० 84 के रूप में पुस्तक सं० 3 की विल्ल सं० 1 पृष्ठ सं० 542 से 552 तक में आज रजिस्ट्रीकृत एवं सी०डी० सं० 1 वर्ष 2011 में कुल 11 पृष्ठों में संघारित किया गया।

विनायक

हस्ताक्षर एवं तारीख

सांजुनि सुचिता विनायक कन्द, बिल्ड (मो० कमाल अशरफ)

दिनांक- 29/07/2011 टोकन नं. -1207

निबंधन पदाधिकारी, भागलपुर



Deeki Nandan Shah

29-7-2011

WILL (वसीयत)

1. नाम लेख्यकारी

वो पूरा पता:- श्री देवकी नन्दन शाह, पिता-

स्वर्गीय रिछपाल शाह, उम्र-73



Deeki Nandan Shah

29-7-2011

Serial No :
Token No : 12087
Type & Status
of Party

Deed No : 84
of 2011
Name of Party

Photo

Thumb

Index

Middle

Ring

Little

Legatee

Suman Devi

Signature of Party
Presented by Deoki Nandan Sah
Self

Deoki Nandan

29-7-11

Signature of Party
Testator Deoki Nandan Sah

Deoki Nandan

29-7-11

Signature of Party
Identifier Laxman Pd. Sah

Laxman Pd. Sah

29-7-11

Signature of Party



29/7



Signature of Officer

Signature of Suman Devi

वर्ष, धर्म— हिन्दू जाति— अग्रवाल,
व्यवसाय— व्यापार, पूर्व निवास—
मोहल्ला— सूजागंज, थाना—
कोतवाली, जिला— भागलपुर,
वर्तमान स्थायी निवास स्थान—
54, डिकसन रोड, (मुंदीचक),
(महावीर साह लेन) वार्ड नं०-11,
वर्तमान वार्ड नं०- 36, थाना—
तिलकामांझी (कोतवाली), पोस्ट—
भागलपुर सिटी, अंचल—
जगदीशपुर, अंदर नगर-निगम,
रजिष्ट्री ऑफिस एवं जिला—
भागलपुर— 812002 (बिहार)।

Devi Nandan Shah

22-7-11

26

2. नाम लेख्यधारिणी

वो पूरा पता :— श्रीमति सुमन देवी शाह, पति—

श्री उत्तम कुमार शाह, उम्र-32

वर्ष, धर्म— हिन्दू जाति—

अग्रवाल, व्यवसाय— व्यापार,

वर्तमान स्थायी निवास स्थान—

54, डिकसन रोड, (मुंदीचक),



27

Deoki Nandan Singh

29-7-2011

(महावीर साह लेन) वार्ड नं०-11, वर्तमान वार्ड नं०- 36, थाना- तिलकामांझी (कोतवाली), पोस्ट- भागलपुर सिटी, अंचल- जगदीशपुर, अंदर नगर-निगम, रजिस्ट्री ऑफिस एवं जिला- भागलपुर- 812002 (बिहार)।

3. लेख्य प्रकार :- वसीयतनामा।

4. सम्पत्ति मूल्य :- x _____।

5. सम्पत्ति विवरण :- कुल रकवा 2808.6 वर्ग फीट, (दो हजार आठ सौ आठ दशमलव छः वर्ग फीट) याने 6.45978 डीसमल (छः दशमलव चार पाँच नौ सात आठ डीसमल) जिसका रकवा व नाप 720 वर्ग फीट (सात सौ बीस वर्ग फीट) प्रति कट्टा के हिसाब से मोवाजी 3 (तीन) कट्टा 18 (अठारह) धूर होता है जो 54, डिक्सन रोड, (मुंदीचक), (महावीर साह लेन) वार्ड नं०-11, वर्तमान वार्ड नं०- 36, होलिडिंग नं०-25 F पुराना, 54 नया, थाना- तिलकामांझी (कोतवाली), पोस्ट- भागलपुर सिटी,



Deepi Handan Shah

29-7-2011

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अंचल- जगदीशपुर, अंदर नगर-निगम,
रजिस्ट्री ऑफिस एवं जिला- भागलपुर- 812002
(बिहार) नया जमाबंदी नं०-570 एवं 571 आवासीय
मकान व परती जिसका

खाता नं०- 268 (दो सौ अड़सठ),

खसरा नं०- 61 (एकसठ) पार्ट,

रकबा- 2808.6 (दो हजार आठ सौ आठ
दशमलव छः) वर्ग फीट,

मारफत दो केवाला द्वारा खरीदगी जमीन-मकान उपरोक्त
दोनों जमाबंदी से संबंधित कुल रकबा 2808.6 वर्ग फीट
यानि 3 कट्टा 18 धूर के मिलजुमले चौहद्दी इस प्रकार है
:-

उत्तर :- नगर निगम लेन (रास्ता)।

दक्षिण :- शिव प्रसाद टिबड़ेवाल।

पूरब :- नगर निगम लेन (रास्ता)।

पश्चिम :- श्रीमती उर्मिला देवी शाह पति- श्री देवकी
नन्दन शाह।



टोटल रकबा 2808.6 वर्ग फीट जिसका जमा सालाना
मोवलग 36.00 रुपये मात्र अलावे शेष।



Devki Nandan Shah

29-7-2011

29

यह कि जायदाद खाना नं०-(5) वाला वर्णित सम्पत्ति लेख्यकारी की स्वअर्जित सम्पत्ति है जिसे लेख्यकारी ने वजरिये दो विक्रय-पत्र से प्राप्त किया है। जिसका प्रथम विक्रय-पत्र रजिष्ट्री की तिथि दिनांक-02-01-1986 ई० दस्तावेज नं०-51, जिल्द नं०-15, पेज नं०-21 से 30 निबंधन कार्यालय, कलकत्ता द्वारा लेख्यकारी; मोतीलाल भुवानियाँ एवं शिवनंदन प्रसाद भुवानियाँ दोनों पिता- स्वर्गीय जानकी दास भुवानियाँ, साकिन- सूजागंज, धाना- कोतवाली, जिला- भागलपुर है। इस विक्रय-पत्र के द्वारा लेख्यकारी ने रकवा 1404.3 वर्गफीट जमीन खरीद किये हैं तथा दूसरे विक्रय-पत्र के द्वारा भी लेख्यकारी (देवकी नंदन शाह) ने रकवा 1404.3 वर्गफीट जमीन खरीद किया है जिसके रजिष्ट्री की तिथि दिनांक-21-06-1988 ई० दस्तावेज नं०-9698, जिल्द नं०-68 वास्ते 1991, पेज नं०-56 से 68 निबंधन कार्यालय, भागलपुर द्वारा लेख्यकारी; लीलाधारी शाह पिता- रिछपाल शाह, साकिन- सूजागंज, धाना- कोतवाली, जिला- भागलपुर से खरीद किया है, उपरोक्त भूमि-सम्पत्ति उक्त लेख्यकारी; लीलाधारी साह पिता- रिछपाल साह ने खतियानी रैयत एवं जमाबंदी रैयत; मोतीलाल भुवानियाँ एवं शिवनंदन प्रसाद भुवानियाँ दोनों



30

Devi Mandan Shree

29-7-2011

पिता— स्वर्गीय जानकी दास भुवानियाँ से खरीदा था। लेख्यकारी (देवकी नंदन शाह) दोनों बिकय-पत्र के जायदाद पर खरीदगी के दिन से ही दखल-कार चले आ रहे हैं तथा रेण्ट व टैक्स रसीद बिहार सरकार एवं नगर-निगम का अपने नाम से प्राप्त करते हुए चले आते हैं। इस प्रकार लेख्यकारी को अपने सम्पत्ति, खाना नं०-(5) वाला वर्णित भूमि पर पूर्ण स्वत्व व अधिकार प्राप्त है।

यह कि लेख्यधारिणी लेख्यकारी की अपनी पतोहू हैं जो अपने स्वसुर लेख्यकारी की सेवा सुश्रूषा बड़े दिलोजान से किया करती हैं। उनकी सच्ची सेवा सुश्रूषा एवं आज्ञा पालन में तत्परता एवं सदैव आदेशानुसार कार्य करने के कारण मैं लेख्यकारी, लेख्यधारिणी से प्रसन्न रहा करता हूँ। लेख्यधारिणी के अलावे देख-भाल करने वाली दूसरा कोई संतान पुत्र या पुत्रियाँ वो पतोहू लेख्यकारी के साथ नहीं रहते हैं। लड़कियाँ सुख पूर्वक अपने-अपने ससुराल में रहती हैं। बड़ा पुत्र कुंदन लाल शाह अप्रैल 2001 से ही अपने परिवार के साथ (पत्नी एवं दो बच्चों के साथ) अलग होकर माता-पिता को छोड़कर चले गये हैं एवं भागलपुर से बाहर तमिलनाडु के तिरुपुर में ही रहकर अपना व्यापार करते हैं।



Deoki Nandan Shek
29-7-2013
3)

यह कि मैं लेख्यकारी अब बूढ़ा हो चला हूँ और जिंदगी का कोई ठिकाना नहीं है कि कब स्वर्गवासी हो जाऊँगा इसलिए मैंने (लेख्यकारी) सोचा कि अपनी ही जिंदगी में अपनी पतोहू लेख्यधारिणी को उपरोक्त जायदाद वसीयत कर दूँ ताकि मुझ लेख्यकारी के मरने के बाद उसका (सुमन देवी शाह) जीवन सुख पूर्वक व्यतीत हो। अपने इस विचार को लेख्यकारी ने अपने निजी कुटुम्ब परिवार एवं शुभचिंतकों के समक्ष रखा, सभी ने सही एवं उचित सलाह दिया कि वसीयतनामा अपनी पतोहू लेख्यधारिणी के पक्ष में करने का आपका विचार उत्तम है। अतः लेख्यकारी ने अपनी पतोहू लेख्यधारिणी को वसीयतनामा रजिस्ट्री कर देना उचित समझा।

इसलिए लेख्यकारी अपने मन की स्वस्थावस्था एवं अपने पूर्ण ज्ञान वो होश में, बिना किसी के दबाव, फुसलाव वो धमकाव या लालच के उपरोक्त स्वअर्जित अपनी संपत्ति (जमीन-मकान) का यह वसीयतनामा अपनी पतोहू लेख्यधारिणी के पक्ष में लिखकर घोषित करते हैं कि जो कुछ हक हिस्सा उपरोक्त वसोवासी खाना नं०-(5) वाली वर्णित संपत्ति पर लेख्यकारी को आजतक हासिल था या भविष्य में हासिल



होता वह सब कुल हक हिस्सा मेरे (लेख्यकारी) मरने के बाद मेरी पतोहू (सुमन देवी शाह) लेख्यधारिणी को प्राप्त होगा व होता रहेगा। मेरे (लेख्यकारी) मरने के बाद लेख्यधारिणी मेरी पतोहू (सुमन देवी शाह) उपरोक्त संपत्ति का प्रोवेट जिला जज, भागलपुर के न्यायालय से कराकर दखलकार होंगे व रहेंगे तथा अपना नाम व सिरस्ते जमींदारी बिहार सरकार एवं नगर-निगम भागलपुर में दर्ज कराकर रेण्ट व टैक्स रसीद प्रत्येक वर्ष का प्राप्त किया करेंगी।

यह कि मैं लेख्यकारी स्वीकार एवं प्रगट करता हूँ कि उपरोक्त संपत्ति पर किसी भी तरह का कोई विवाद या मुकदमा नहीं है और यह संपत्ति ऋण-भार से पूर्णतया मुक्त है। किसी भी बेनामी दस्तावेज के बंधन में नहीं है याने कि मेरी यह संपत्ति हर तरह से साफ-सुथरी एवं विवाद से रहित है।

उपरोक्त लिखित तथ्यों के साथ वसीयतनामा अपने राजी खुशी होश वो हवास अपने स्वस्थ बुद्धि एवं तनमन की शुद्धता से एवं तमाम लेख्य को पढ़कर वो पढ़वाकर सुन वो समझ लिया, सही लिखा हुआ

Deoki Nandan Shah

29-7-2011

32

Endorsement of Certificate of Admissibility (Rule - 35)

Admissible under rule 21 and section 27; does not require stamp duty under the Indian Stamp Act 1899, Schedule I or IA No- 00.

Stamp duty paid under Indian Stamp Act				Rs.	0
Addl. Stamp duty paid under RDA/Municipal Act				Rs.	
(Paid	Rs. 0/-	by N.J. Stamp Paper and	Rs. 720/-	through Bank Chaffan.)	
FEE PAID	A1	0 C	400 H1b	0 Ka1	0 Lii
	A8	0 D	0 H2	0 K1b	0 Liii
	A9	0 DD	0 I	0 K1c	0 Mb
	A10	0 E	0 J1	0 K2	0 Na
	B	0 H1a	0 J2	0 Li	0 Scan
					0 LLR
					0 Proc. Fee
					0
					45
					275

Total Fee
720

Registering Officer
Bhagalpur

Date : 29/07/2011

Endorsement under section 52

Presented for registration at 06:00 PM on Friday, 29th July 2011 at the District
Registry Office, Bhagalpur by Deoki Nandan Sah
(Testator) Richhpal Sah
by profession Agriculture.

Signature of Presentant

Date: 29/07/2011

Registering Officer
Bhagalpur

Deoki Nandan Sah

29-7-11

Endorsement under section 58

Execution is admitted by persons and identified by others whose names, photographs, fingerprints and signatures are affixed on the reverse pages of the instrument and are identified by Laxman Pd. Sah age 39 Sex M son/daughter of Chamru Sah resident of Khayaspur, Pirpainti, Bhagalpur.

Date : 29/07/2011

Registering Officer
Bhagalpur

Endorsement of Certificate of Registration under section 60

Registered in Book 3 of DSRO/ SRO Bhagalpur having 11 pages, in the volume CD-1 and document no. of which is printed on the First Page of the document.

Date : 29/07/2011

Registering Officer
Bhagalpur

Token No. 12087 Year - 2011 Sl.No. 12022 SCORE Ver. 2.0

Deed No. 84 NIC-Bihar

पाकर, संतुष्ट होकर अपना हस्ताक्षर बना कर निष्पादित कर दिया जो समय पर प्रमाण रहे।

Devi Nandan Shrivastava

29-7-2011

97

गवाहान का हस्ताक्षर:-

हस्ताक्षर लेख्यकारी

(1.) नाम :- उर्मिला देवी शाह

Devi Nandan Shrivastava

पता :- पति. देवी शाह नन्दन शाह

29-7-2011

पुत्र (डि. नन्दन शाह)

(देवकी नन्दन शाह)

पुत्री चमक

मालापुर 2-2 25-6-99

(2.) नाम :- लक्ष्मण श. जाट

पता :- 8/6 Laxman Shrivastava
ग्राम. लक्ष्मणपुर
मन. श्री. लक्ष्मी
जिला. भागलपुर
25/6/99.

प्रारूपक

भवेश झा,

(डीड राईटर), रजिष्ट्री
ऑफिस, भागलपुर।

Q

भवेश मल्ल, मल
डीड राईटर

मालापुर

ला. नं. 93/02

Shailish Kumar Jha
संगनक Advocate

शैलेश कुमार झा (अधिवक्ता) E.No. 1844/06
सिविल कोर्ट, भागलपुर 23/07/2011

दिनांक:- 29.07.2011



प्रारूप संख्या-6
Form-6

सं०
No. 071116

बिहार सरकार

Government of Bihar

योजना एवं विकास विभाग

DEPARTMENT OF PLANNING AND DEVELOPMENT

अर्थ एवं सांख्यिकी निदेशालय

DIRECTORATE OF ECONOMICS AND STATISTICS

मृत्यु प्रमाण-पत्र

DEATH CERTIFICATE

(जन्म मृत्यु रजिस्ट्रीकरण अधिनियम, 1969 की धारा-12/17 तथा बिहार जन्म मृत्यु रजिस्ट्रीकरण नियमावली, 1999 के नियम 8/13 के अन्तर्गत जारी किया गया।)

(Issued under Section-12/17 of the registration of Births and Deaths Act, 1969 and Rule 8/13 of the Bihar Registration of Births and Deaths Rules, 1999)

यह प्रमाणित किया जाता है कि निम्नलिखित सूचना मृत्यु के मूल अभिलेख से ली गई है, जो कि (स्थानीय क्षेत्र) नगर निगम तहसील (अंचल/प्रखंड) मुन्दीचक

जिला भागलपुर राज्य: बिहार के रजिस्टर में उल्लिखित है।

This is to Certify that the following information has been taken from the original record of death which is the register for (local area/local body) मुन्दीचक of tahsil मुन्दीचक

(anchal/block) मुन्दीचक of District भागलपुर of State : Bihar

नाम/Name देवकी नन्दन शाह लिंग/ Sex पुरुष

मृत्यु की तिथि/ Date of Death 06 दिसम्बर 2012 मृत्यु का स्थान/Place of Death मुन्दीचक तिलकामाई

माता का नाम/Name of Mother भागलपुर

पिता/पति का नाम/Name of Father/Husband श्री. रघुपाल शाह

मृतक का मृत्यु के समय का पता/

Address of the deceased at the time of death

मृतक का स्थायी पता/

Permanent address of the deceased

मुन्दीचक तिलकामाई, भागलपुर

पंजीकरण संख्या/ Registration No. 16

पंजीकरण दिनांक/Date of Registration 05/11/13

टिप्पणी/ Remarks (if any)

जारी करने की तिथि/Date of issue 07/11/13

प्राधिकारी का हस्ताक्षर/ Signature of the Issuing authority

प्राधिकारी का पता/ Address of the Issuing authority

Registrar

मोहर/Seal **Birth and Death**

Bagalpur Municipal Corporation

Bagalpur, Bihar (India)

" प्रत्येक जन्म एवं मृत्यु का पंजीकरण सुनिश्चित करें/Ensure registration of every birth and death

कॉपी नं० ३१० (२०१३)