CAL ENDOLEIN SOLONIL . SU: OFTHER SONSING - ONSINO Navaryer . w. CSQ 19000 16-1-87 andariel Staring 2,35500 L282500 (ESA. सुद्धः सुन्यामः सामानाम सुरू IN HIEP 1200 753+40. वस क्षेत्रपुष को की/म्यानती व त मु ब्यापित व वा चान्द्र भू प्यापित देन 3 mild " Hald! . पत्र शक्ति है। है। प्रमुत किया । Bey Blushan Dere. ed पश्च है किस्तुत प सरम्पाद्य हो। तथा र प्रश्ति अमेर्स्स go 235500 a a let faut day 500 प्री सम्बन्ध मार्थ पात का अवश्रीकार्था (क्रांकार्था क्रांकार्था प्र व क्लोबार किया जिला निवास महिलान की केस लेन पन पन 13% IN THE COMPANY STRINGS & MAIN (वित्र अपितासिक व्या

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Attracy of Shamet murtiperi

Sout Manya Rama Sout Manya Rama Sout Manya Rama Sout Manya Rama Sout Rashound Mohumuta of April in the year 1987 by Shri Braj Bhushan Deva and Shri Shankarsan Deva, sons of Late Shri Chandra Bhushan Deva, and Smt. Omwati Devi, wife of Late Chandra Bhushan Deva, through their General Attorney Shri Braj Bhushan Deva, residents of Ulao, Begusarai (Bihar), hereinafter referred to as the VENDORS, which term unless repugnant to the context includes their heirs, legal representatives, executors administrators and assigns of the One Part; IN FAVOUR OF Shri Dwarka Das Khanna, son of Late Lala Durga Das

410 भिगामक- हिस्ट ग्रह्मार अधारक नात्र मान करा कार है - बातायांने N1: 2017 7 9151 Bry Bhuhan Deva Kamal Kayan My65



- 2 -

Khanna, resident of 9 Muharana Pratap Nagar, Varanasi, hereinafter referred to as the <u>PURCHASER</u>, which term unless repugnant to the context includes his heirs, legal representatives, executors, administrators and assigns of the Other Part; and (1) Smt.

-trators and assigns of the Other Part; and (1) Smt.

Amla Agarwal, wife of Shri Brajendra Kishore, resident of Daraganj, Allahabad; (2) Smt. Manju Rani, wife of Shri Shyam Murari Agarwal; (3) Smt. Mridula Rani, wife of Shri Murli Khetan; (4) Smt. Rashmi Mohanta, wife of Shri Rakesh Mohanta, all presently residents of Ulao, Begu Sarai (Bihar), hereinafter

Cont . . 3



- 3 -

referred to as the CONFIRMING PARTY, which term unless repugnant to the context includes their heirs, legal representatives, executors, administrators and assigns of the Third Part.

Brey Blundown Deva

between Shri Chandra Bhushan Deva, Chandra Choor

Deva and Chandra Mauli Deva the property detailed

in Schedule hereunder along with other properties

was allotted to the share of Shri Chandra Bhushan Deva.

AND WHEREAS under another family arrangement dated 15.4.1982 between Chandra Bhushan Deva, his



- 4 -

wife Smt. Omwati Devi and his sons Braj Bhushan Deva and Shankarsan Deva, the property premises No. D 59/1 A - 2, Sheopurva, Varanasi, which contains no building, was allotted to Shri Braj Bhushan Deva, Shri Shankarsan Deva and Smt. Omwati Devi.

AND WHEREAS Shri Chandra Bhushan Deva died on 18.10.1982, and the Vendors alone are the owners in actual occupation of the aforesaid property.

AND WHEREAS the Vendors are mostly residing at Begu Sarai and have given up any idea of residing Cont . . 5

Bury Blandon Deva

3000 Rs.



- 5 -

at Varanasi or constructing any building over the land premises No. D 59/1 A - 2.

AND WHEREAS the said property is lying useless and without any income to the Vendors.

AND WHEREAS the Vendors are also in need of money to meet certain urgent requirements.

a portion of the said property measuring 6405 sq.ft.

detailed in Schedule hereunder marked by letters

A B C D and shown by Colour Red in the plan annexed

from Schedule hereto for a sum of is 2,35,000/- (Rupees Two Lacs

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-6- Bry Blustan Deve

Thirty Five Thousand only), which offer being very reasonable and there being no higher offer the Vendors accepted the said offer.

AND WHEREAS the Vendors have obtained requisite permissions under Income Tax Act as well as under Urban Land Ceiling Regulation Act.

NOW, THEREFORE, the Vendors hereby execute this Deed of Sale and bind themselves with the following:-

1. That the Vendors hereby transfer by way of absolute sale all that land measuring 6405 sq. ft.

Brog Blankan Bura



-7-

Pargana Dehat Amanat, City and District of Varanasi, being part of premises No. D 59/1 A - 2, more fully detailed and described in the Schedule hereunder,

UNTO the Purchaser for a total nett sale consideration of R 2,35,500/- (Rupees Two Lacs Thirty Five Trochander).

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2. That the Vendors have received the entire

Sale consideration of & 2,35,500/- (Rupees Two Lacs

Thirty Five Thousand only) as detailed in the Memo of

Consideration hereunder mentioned, and now no

part of sale consideration is due.



- 8 -

- 3. That the Vendors have put the Purchaser in actual physical possession over the property hereby sold, and now the Purchaser is free to use the said property in such manner as the Purchaser may like.
- 4. That the property hereby sold is free from all claims, charges, encumbrances, litigations and disputes, and the Vendors alone are the full and absolute owners of the property hereby sold. No other person has any right, title, interest or claim over the same.
 - 5. That if on account of any defect in the Cont .. 9

Brog Blundan Drive



- 9 -

title of the Vendors or on account of discovery of any charge or encumbrance over the property hereby sold, the Purchaser suffers any loss or is required to pay any sum, the Purchaser shall be entitled to recover all his losses and/or payments made with cost and interest from the Vendors.

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- 6. That the Purchaser shall be entitled to get his name mutated in revenue records as well as in Municipal records and also get a separate number allotted over the premises hereby sold.
- That the Confirming Parties hereby confirm



- 10 -

that the Vendors alone are the owners of the property
hereby sold and the Confirming Parties have no
interest or claim of any sort over the same.

8. That Shankarsan Deva has duly executed a Power of Attorney dated 24.10.1983 registered in the Office of Sub Registrar, Begu Sarai, in Book No. IV Volume 2 at Pages 79/82 at No. 67 on 5.3.1984; and Smt. Omwati Devi has also executed a Power of Attorney dated 7.10.1983 registered in the Office of Sub Registrar, Begu Sarai, in Book No. IV Volume 2 at Pages 69/72 at No. 62 on 1.3.1984 authorising Braj Bhushan Deva to execute and register the Sale Deed. The Confirming

Bry Brustyan Deva

Cont . . 11



- 11 -

Parties Smt. Amla Agrawal by Power of Attorney
dated 10.12.1986, and Smt. Manju Rani; Smt. Mridula
Rani and Smt. Rashmi Mohanta by Power of Attorney
dated 26.12.1986 have authorised Braj Bhushan Deva to
execute this Deed of Sale as Confirming Party. This
Deed, therefore, has been signed and executed by
Braj Bhushan Deva for self and as General Attorney
of other Vendors and as Attorney of Confirming Party.

Bred Blustan Deval

Cont . . 12



- 12 -

MEMO OF CONSIDERATION

Through Demand Draft No. OL/B 673369 78,333.00 dated 9.4.1987 on UCO Bank, Begu Sarai.

Through Demand Draft No. 0L/B 673370 78,333.00 dated 9.4.1987 on UCO Bank,

Begu Sarai.

Bray Bluncon Deve 78,334.00 Through Demand Draft No. OL/B 673371 dated 9.4.1987 on UCO Bank,

Begu Sarai.

2,35,000.00

2,35,500,00

18 Stanta Deva



- 13 -

SCHEDULE

All that land measuring 6405 sq. ft. equivalent
to 595 sq. metres, equivalent to 4.7 Biswas out
of land bearing Settlement Plot No. 601 and out of
premises No. D 59/1 A - 2, Village Sheopurva, Pargana
Dehat Amanat, District Varanasi, bounded as below:NORTH: Land of Mohit.

Service Servic

SOUTH: Road.

EAST: Gali and House of Madan Mohan Agarwal.

WEST: Land of Vendors.

IN WITNESS WHEREOF Braj Bhushan Deva for self and as General Attorney of Smt. Omwati Devi and Shankarsan Deva, and as Attorney for Smt. Amla Agarwal, Smt. Manju Rani, Smt. Mridula Rani and Smt. Rashmi

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- 14 -

Mohanta, has executed this Deed of Sale this the day and month of the year first above written.

NOTE: The property hereby sold is vacant land. The sale consideration is according to market rate as fixed.

WITNESSES:

Wand Mayor wiply

Rand Mayor wiply

Branch Serverge

Grafted by:

(M. L. KHATTRI)

Advocate

Typed by:

but Manager (V. N. AGARWAL)

Bhelupur, Varanasi.



- 15 -

Bray Blund an Dove

Further he it noted that since.

Conted. .. 16 '-



Benj Bruston Jose

the sames rate of land as

Omite d.... 1"/-



or 17 =

Bray Bluston Deve

fixed under Diamy Act as \$2,000/-

Conted 18/-



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Conted....19/-

Best Similar Seve



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Ist. April: 1987; Stomp duty

Brof Bankon Devan

Contad 20/-



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is being paid on

Blumbran Ber

Conted....21/-



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D. 2, 82,000/- .

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Jan gory - 26 growth 15-11 11-15 11- 2 11/16 C-करी ने 1 जिल्य 6627 मे 205 213/218 में दर ने 5364 पट रिकाम दिलाकी किन्यु की रिकास की देश की की रिकाम की पाठ पुरने 1 जिल् 6726 de 185/186 90 -1484 &

site plan of s.m. plot no. 601 (part) & premises no. D 59/1A-2, vill-shipurwa. pargana - dehat amanat, disti-varanasi note 1) portion sold is shown in red hatched line [area is 6405 sfl (4.7 BISWa) (595 SQM) MOHIT Land of Maniet HOUSE s.m. blot. no. 601 (Part) Land of vendor area: 4.78isia) MOHAN AGARWAL 0 golf; 42'-0" oadin to maruwadih drawn by: While aurogabet ibonest. scale-20'0":1"