1351 I 871 I

भारतीय गैर न्यायिक

10000 रु. Rs.10000

दस हज़ार रुपये

RUPEES TEN THOUSAND

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

00AA 360630

10100

A.R.A. III

Free Paid
Ad 2640.00
Sab 2.50
P.F 94
2643.44

Chargeable under Rule 21 duly stamped under the Indian Stamped Act-1899 as also as amended by W. Bengal Stamp Amendment Act-1988 Schedule IA No. 23
Fee Paid as under.
Stamp - 15 - 9705
c.m 33.00
4 - 1320
14325

REGISTRAR OF ASSURANCES

20.2.96

धनबाद

A - 1100
55
25
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1184

DEED OF SALE.

THIS DEED OF SALE is made this the 20th day of February, One thousand Nine Hundred and Ninety Six, By MUKUL M. PATHAK son of Sri Mani Shankar P. Pathak, by faith Hindu, by occupation land holder, residing at Prabhu Kunj Katras Rd. Dhanbad, Dist.- Dhanbad Chowki Sadar Sub Registry Office, Dhanbad, Dist. Dhanbad hereinafter called and referred to as the VENDOR (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, successors, administrators, legal representatives and assigns) of the ONE PART. Represented by his constituted Attorney Sri Himanshu M. Pathak vide Power of Attorney No. 13/94 registeredat Rajkot on 3.12.94.

सार्वजनिक पंजी - के अनुसार जमीन का मूल्य 66000 रुपया है तथा निबंधन - महानिबंधक रांची ज्ञापांक 725 दि० 10.6.02 के आदेशानुसार शुभ दिन प्राईमेट लिमि. कतरास रोड धनबाद के द्वारा संस्थापित चालान सं० 4 दि० 1.9.11 द्वारा 14325 रुपया का मुद्रांक शुल्क जमा किया गया।

Sab 1,01000

Contdd..P/2.

Serial No. 24597
Sold to Subh Estates pvt Ltd
of Dhan market
Dhanbad

Calcutta Collectorate,
Treasury
Date 1.9.2 19.96

Treasurer

1000
100
10/100

Presented for Registration at 12/30 pm
the Calcutta Registration Office
on the 20th day of Feb 1996

Himanshu Pathak
Jh Exet

REGISTRAR OF ASSURANCES
CALCUTTA
20/2/96

Himanshu Pathak

Himansu Pathak s/o Mani shankar P. Pathak of Pratibha Kunj Katras Road Dhanbad for self for Consti atty for Vijay Kr Pathak & Mukul M. Pathak.

1184

As power of Attorney
for MUKUL M. PATHAK

Bijay Kr Verma
S/o K. P Prasad
Hira pur Dhanbad
Hindu Business

Bijay Kumar Verma.

20/2/96

REGISTRAR OF ASSURANCES
CALCUTTA

100Rs.

INDIA NON JUDICIAL

१०० रु. Rs 100

सत्यमेव जयते

भारत

एक सौ रुपये ONE HUNDRED RUPEES

In favour of M/S. SHUBH ESTATE PRIVATE LIMITED a company incorporated on 14.8.1991 under the Companies Act. 1956 having its registered Office at 6, Acre Road, Calcutta - 700 017 at present new Market, Katras Road, Dhanbad P.O. & P.S. Dhanbad , Chowki Sadar Sub registry Office , Dhanbad , Dist. Dhanbad, hereinafter called and referred to as the PURCHASER (which expression shall unless xe excluded by or repugnant to the context be deemed

Contd...P/3.

Serial No. 24597

Sold to Sukh Estates Pvt Ltd

of Park Market

Calcutta

Calcutta Collectorate,
Treasury

Date 1.9.2 19 96

Treasurer

1100/-
100
1200/-

to mean and include by or repugnant to the context be deemed to mean and include its successors, administrators, legal representatives and permitted assigns) of the OTHER PART . Represented by one of its Directors Y.N. Narula , Son of Late Ganpat Ram Narula .

WHEREAS Shri Pranjivan Pathak since deceased owned several moveable and immoveable properties and whereas the said Prabhulal Pranjivan Pathak died intestate on or about 16th day of December, 1995 leaving behind his three sons viz. Daulat Ram, Manishankar and Mukund Rai and widow Harikaur Bai who inherited the immovable and moveable properties left by Prabhulal in accordance with the Shastrik Hindu Law of succession which was then enforce and accordingly thesaid properties owned by Prabhulal devolved upon his death as above on his sons Daulat Ram, Manishankar and Mukund Rai as their ancestral properties.

AND WHEREAS aforesaid sons of Prabhulal by virtue of an amicable arrangement separated from each other and divided the proporties inherited by them as aforesaid on thedeath of their father Prabhulal.

AND WHEREAS the aforesaid partition and severance was subsequently reduced to writing andevidences by a registered deed of partition dated 28th day of March 1963 and recorded in Book No. 1, Volume No. 38, Pages 435 to 439 bearing 5631 of Dhanbad sub registration Office.

Contd.....P/4.

AND WHEREAS in terms of the aforesaid deed of partition Shri Manishankar Pathak was allotted immovable properties being then Municipal war No. 17 of the Dhanbad Municipality, commonly known as PRABHUKUNJ situated on the Dhanbad Katras Road.

AND WHEREAS a further result of the aforesaid partition and severance of the said Joint Family comprising of the sons and wodow of the said Prabhulal Pranjivan Sri Manishankar Pathak became the Karta Manager of the Hindu Mitakshera family known as MANISHANKAR PATHAK of Dhanbad consisting of himself, his wife Smt. Pushpa Gauri Pathak and three sons viz Vinay Kumar M. Pathak Himanshu M. Pathak and Mukul M. Pathak.

AND WHEREAS the said Joint Hindu Mitakshera family MANISHANKAR PATHAK obtained by virtue of the aforesaid immovable properties comprising of the then ward No. 17 of Dhanbad Municipality comprised an area of 8 bighas 14 kathas and 9 Chhataks more or less.

AND WHEREAS out of the aforesaid properties portions of the same were transferred to thesaid Karta of the joint Hindu Mitakshera family Manishankar Pathak for valuable consideration and to meet theneeds of the said family between the period 1964 and 1977 leaving the residue of the property comprising of an area of 6 bighas 2 kathas remaining an ownership and possession of the said Joint Hindu Mitakshera Family MANISHANKAR PATHAK.

Contd...P/5.

REGISTRAR OF ASSURANCES
CALCUTTA U/S 7

AND WHEREAS the aforesaid immovable property has been now renumbered and consists of Plot Nos. 301, 302, 295, 296 and 2904 in Mouza Dhanbad Mouza No. 51.

AND WHEREAS for good consideration and by mutual consent the Hindu undivided family known as Manishankar Pathak was disrupted and the properties held by Shri Manishankar Pathak as Karta and Manager were partitioned and distributted amongst the members of the Joint Family as recorded in the Deed of Partition dated 19.6.1980 and as Registered in the Office of the sub registrar Dhanbad in Book No. 1, Volume No. 51, Pages from 28 to 38 being No. & 5066 for the year 1980.

AND WHEREAS the immovable property so held by Manishankar Pathak as such Karta and Manager and which was the subject matter of partition anddistributed under the said deed of partition dated 19.6.1980 has been mentioned and described in the schedule 'A' thereof and mutated their names in the sherista of the land lord state of Bihar vide mutation Case No. 134(III)/DHAN/1979-90 and paying rent for the same under thoka No. 1079.

AND WHEREAS in order to get free access to the said several plots of land a common passage has been made out and shown in the plan annexed to thesaid Deed of partition wherein all the five members of the said family have equal and common rights.

Contd.....P/6.

REGISTRAR OF INSURANCE
CALCUTTA W/B

AND WHEREAS the demarcated portions of the land which was distributed to the members of the said Joint Family Manishankar pathak have also been separately mentioned and described in the Schedule B.C.E.D.E & F of the aforesaid deed of partition dated 19.6.1980.

AND WHEREAS as a result of the aforesaid partition evidences by Deed of partition dated 19.6.80 the property allotted to Sri Vinay Kumar Pathak was received by him as Karta and Manager of the Joint Hindu Family known as Vinay Kumar Pathak HUF comprising of Himself, his wife Smt. Bharati Daughter of Kumari Bijai and son master Niraj and similarly the property allotted to Shri Himanshu Pathak was received by him as Karta and Manager of his Joint Hindu Family known as Himanshu Pathak HUF comprising of himself his wife Smt. Parul Pathak and son Master Madhav Pathak and similarly the property allotted to Shri Mukul Pathak was received by him as Karta and Manager of his Joint Hindu Family known as Pathak HUF comprising of himself and his family.

AND WHEREAS since the date of said partition the vendor hereinabove have been inexclusive use and occupation and enjoyment of their respective interest in plots of properties without any interferance by any other person of persons and their names duly recorded in the records of Dhanbad Municipality as the owners of the above immovable properties vide return No. M. V. H. Pathak $\frac{63/76}{50/79}$, Himanshu Pathak $\frac{62/76}{51/79}$, Mukul Pathak $\frac{61/76}{49/79}$ in the Urban Land Ceiling and Regulation Act. 1976.

Contd....P/7.

SEAL OF THE INSURANCE REGISTRAR

SECRETARY OF INSURANCE
CALCUTTA U/S 7 (2)

AND WHEREAS as per the Deed of partition dated 19.6.80 the properties described in the Schedule below with other lands fell to the share of the Vendor and is the owner thereof and is fully entitled to sell the same.

AND WHEREAS the vendor along with Vinay Kumar Pathak and Himanshu Pathak have got 1/3rd share each in Schedule premises.

AND WHEREAS the vendor forgood reason is desirous of selling and / or disposing of his 1/3rd share in the aforesaid immovable property herein below described for valuable consideration.

AND WHEREAS Messrs Shubh Estate Pvt. Ltd., incorporated under the Companies Act. 1956 on 14.8.1991 in terms of resolution passed by its Board of Directors effered through its directors Shri B.N. Singh and Shri K.L. Narula to the Vendor to purchase their right , title , interest in the aforesaid immovable property for the purpose of development thereof and constructing thereon a commercial and residential complex.

AND WHEREAS is mutually agreed between thevendor and the purchaser that the vendor shall sell and the purchaser shall purchase theright , title and interest of the vendor in the house premises morefully described in the schedule here under written and shown in colour BLUE in the map or plan thereto annexed for a consideration hereinafter mentioned.

Contd.....P/8.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS :

1. That in pursuance of the Vendor desiring and / or agreeing to sell and the purchaser agreeing to purchase the Vendor's 1/3rd right , title and interest in the demarcated portion of Plot No. 301 (Part) Mouza Dhanbad No. 51 within the jurisdiction of Dhanbad Municipality total measuring covered area 4794 sq. ft. more or less for a consideration of Rs. 1,01,000/- (Rupees One lakh one thousand only) out of which a sum of Rs. 50,000/- (Rupees fifty thousand only) was paid to the Vendor by the purchaser by pay order being advance and / or part consideration of this transaction in or about November, 1992 and the balance, sum of Rs. 51,000/- has been paid this day, by pay order No.RHM 689198 dt. 19-2-96 drawn on Pubjab National Bank, Dhanbad only , the vendor hereby convey , transfer and sell and undemoted piece and parcel of the land with all the structures standing thereon free from all encumbrances, attachments, cheques, liens, lispendances and liabilities or however otherwise the said land hereditament andpremises now are or hereto fore were or was situated butted and bounded called known numbered described in distinguished together with also with easements, rights, privilege mentioned in the presents and all the rights hereby granted conveye transferred assigned and assured and every part thereof unto the said purchaser for ever free from all encumbrances, ways, passage rights, sewerages, gutters chains rights easements and appurtenance all areas compound trace yard fences, paths passages whatsoever exclusively belonging to the said premises or any of them or any part thereof or appurtenant thereto exclusively and the reversi and reversion remainder andremainders yearly and other rents, issue

Contd...P/9.

and profits thereof and every part thereof and ALL THE ESTATE RIGHT , title , interest inheritance use, trust possession claim and demand whatsoever both at Law and in equity the vendor into or upon thesaid dessuages, tenaments land , hereditaments and premises and every part and parcel thereof and all deeds, writing muniments or evidence or title which exclusively relates to the said messuages, tenaments land premises hereby transferred or any part or parts thereof and which now are andhereafter shall or may be in the custody possession or power of the vendor or any other persons or person or persons from whom it can or may procure the same without any action or suit and full right and liberty for the same with out any action or suit and full right and liberty for the purch ase and its heirs, executors, administrators, representatives and assigns for the time being of the aforesaid piece of parcel of the land hereditaments, premises hereby conveyed to HAND AND TO HOLD the said land hereditaments and premises hereby granted transferred, conveyed and assigned or expressed or intended so to be with the appurtenance unto and to the use of the purchaser absolutely and forever free from all encumbrances and charge whatsoever morefully described in theschedule hereunder written.

2. That the vendor doth hereby covenant with the purchaser:-

a. that notwithstanding any act, deed, matter or thing whatsoever by the vendor or its predecessors in title or any of them done , executed or knowingly suffered to thecontrary the vendor is fully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said premises hereby granted, sold, transferred, conveyed or expressed or intended to so to befor a perfect and indefeasible estate or

REGISTRAR OF INSURANCE
CALCUTTA 13/2 7

inheritance without any manner of conditions , use or trust or any other thing whatsoever or alter to make void the same.

b. that notwithstanding any such act, deed or thing whatsoever aforesaid the vendor now have good right , ~~tx~~ full power lawful and absolute authority and indefeasible title to grant , convey transfer and assigns the land hereditaments and premises hereby granted conveyed transferred and assigned or expressed or intended to be with the appurtenance upon and to theuse of the purchaser in the manner aforesaid and according to the true intent and meaing of three presents.

c. that the purchaser shall and may from time to time and at all times hereafter peacefully and quietly hold, occupy possess and enjoy the said land , hereditaments and premises hereby granted conveyed transferred and assigned and receive and take rests issues and profits thereof for its absolute use the benefit without any lawful let, suit eviction interruption disturbances, hindrances, claim or demand whatsoever from of or by the vendor for any person orpersons whatsoever.

d. that free and clear and freely and clearly and absolutely acquited exonerated andrelease or otherwise by and at the cost and expenses of the vendors defended kept harmless and indemnified of from and ~~assigx~~ against all the mannr of former and other estates right, title , claim mortgage charges liens, debts attachments and encumbrances whatsoever.

Contd.....P/11.

e. that further that the vendor and all persons having or law fully and / or equitably claiming and estate or interest whatsoever into or upon the said land , hereditaments and premises or any part thereof fromunder or intrust forthe vendor and / or his predecessors in Title or any of them shall and will from time to time and at all times hereafter at therequest and cost of the purchaser do and execute or cause to be done and executed all such acts deeds assurances and things whatsoever for further better and more perfectly assuring thesaid land hereditaments and premises hereby granted conveyed transferred andassigned or expressed or intended so to be and every part thereof unto and to the use of the purchaser its heirs, executors and assigns in the manner aforesaid as shall or may be reasonably required.

f. that all rates, taxes and others outgoings due and payable in respect of the said land , hereditaments and premises upto the date of three presents are the responsibility andliability of the vendor and the vendor will be liable for the same.

g. that the said land hereditaments and premises or any part thereof is not attached in any proceeding (including certificate proceeding started by or at theinstance of income Tax authorities or Department or under the provisions of thePublic Demand Recovery Act or otherwise).

h. that the said land , hereditaments and premises or any portion thereof is not affected by any notice of acquisition or requisition by Municipal Authorities of Govt. in Dhanbad or by the land Acquisition collector under the provisions of any or otherwise.

Contd.....P/12.

3. That the vendor doth hereby further covenant with the purchaser that he shall and will unless prevented by fire, earth quake or some other inevitable accident from time to time and at all times upon every reasonable request and at the cost of expense of the purchaser produce or caused to be produced unto the purchaser or its attorney or Attorneys or Agent or agents as the Purchaser shall direct or appoint or at any trial bearing compmission or explanations or otherwise as occasion shall residue all thedeeds, documents and writings evidencing the partition of theerstwhile joint Hindu Mitakshera Family of Prabhulal Pranjivan Pathak and Manishankar Pathak and others hereinabove mentioned for the purpose of showing the title of the purchaser to the land hereditaments and premises hereby granted and conveyed or any part thereof .

4. That the vendor doth hereby further covenants that the said deeds documents and writings shall be kept by their safe unobliterated and uncannelled subject to ordinary wear and tear.

5. That the vendor do hereby acknowledge and confirm receipt by him the entire amount of consideration payable to them by the purchaser hereinabove mentioned and that there in no further claim outstanding or balance of the consideration remaining payable by the purchaser to the vendor . The Vendors should be round to vaccate the three stories building within fifteen days.

Contd...P/13.

REGISTRAR OF ASSURANCES
CALCUTTA U/S 7

SCHEDULE :

ALL THAT piece and parcel of homestead land situated in Mouza Dhanbad P.S. Bank More , Dhanbad Chowki Sadar Sub Registry Office Dhanbad Municipality Mouza No. 51 , Part of plot No. 301 (Part) with all the old structures standing thereon being three storey building recorded as Dhanbad Municipal Holding No. 231 (New)/ 172 (Old) , Ward No. 15 (new) / 17 (old) total covered area 4794 sq. ft. out of which sold by this deed is 1598 sq. ft, being 1/3rd share of the Vendor . Which is butted and bounded in the manner following that is to day :-

NORTH : Plot No. 301 (P)

SOUTH : Pllot No. 301 (P)

EAST : Plot No. 310 (P)

WEST : Plot No. 301 (P)

IN WITNESS WHEREOF THE VENDOR set and subscribe his hands and seals on this the day , month and year first above written.

WITNESSES:

1. Murari Mohan Chatterjee Dhanbad 20/2/96

2. Pojay Kumar Verma Hirapur, Dhanbad 20-2-96.

Drafted by me S.D. Tewari Advocate 20/2/96

Typed in my office.

SIGNATURE OF THE VENDOR

20/2/96

As Power of Attorney for MUKUL M. PATHAK.

Registered in Book No. 5
Volume No. 15
Pages 316 to 329
Being No. 8376
for the year 1996

I

871

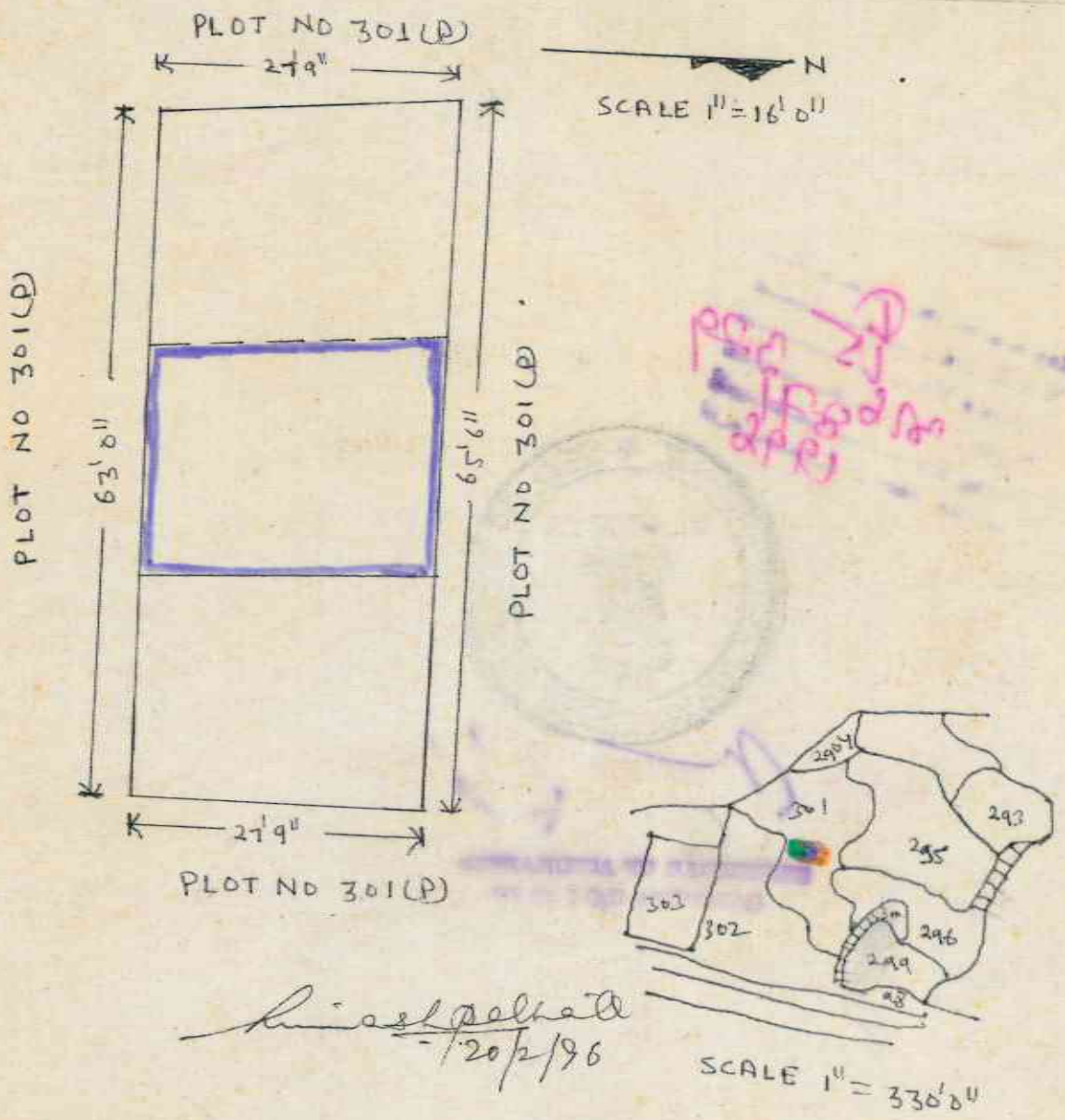
SECRETARY OF ASSURANCES
CALCUTTA U/S 7 (2) (b)
7/10/96

SECRETARY OF ASSURANCES
CALCUTTA U/S 7 (2) (b)

PLAN SHOWING LAND IN MOUZA DHANBAD NO 51 IN C.S. PLOT NO 301(P) WITH THREE STOREYED OLD EXISTING BUILDING HAVING PLINTH AREA 1783 SFT. COVERED AREA 4794 SFT. MUNICIPAL HOLDING NO 231 (NEW)/173 (old) WARD NO 15 (New) / 17 (old) SITUATED AT KATRAS ROAD P.O+P.S. + DIST. DHANBAD BEING 1/3rd SHARE OF VENDOR.

VENDOR :- SRI MUKUL M. PATHAK

VENDEE :- SHUBH ESTATE PVT. LTD.



20/2/96

SCALE 1" = 330' 0"