

1352

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872



*[Handwritten signature]*



00AA 360629

admissible under Rule 21 duty stampes  
under the Indian Stampes Act-1899  
as also as amended by W. Bengal  
Stamp Amendment Act-1938  
Schedule SA No. 23  
Fee Paid as under,

*[Handwritten notes and calculations]*  
10,200  
Fee Paid  
AO - 2640.00  
Sales 2.50  
P.R. 94  

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2643.41

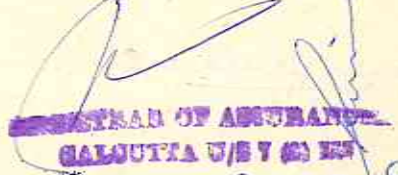
A 1100-a  
55-a  
25  
ma  
nh 1184

Shop  
is - 9705  
c.m. 3300  
B.M.S. 1328  

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14325

**DEED OF SALE :**



20.2.96  
11/9/11

*[Handwritten signature]*  
S. R. Jha  
7.9.11

THIS DEED OF SALE is made this the 20th day of February  
One thousand nine hundred and ninety Six BY HIMANSHU PATHAK  
son of Sri Mani Shankar P. Pathak, by faith Hindu, by occupation  
Land holder, residing at Prabhu Kunj Katras Road, Dhanbad  
in the District of Dhanbad Chowki, Sadar Sub Registry Office  
Dhanbad, District Dhanbad, Bihar 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 :

*[Handwritten text in Hindi]*  
मार्ग दिशिका पंजी के अन्तर्गत अमीर का मुंदा 66000 रुपया है ताका निबंधन  
अहमिदिक रंजी-गावण्ड के यतार 725 100 10.6.02 के अन्तर्गत  
शुभ वेट प्रोडिमेड मिने, अंतरात वी. दानबाद, के द्वारा अन्तर्गत आकार 110 3  
दि 1-9-11 द्वारा 14325 रुपया का मुंदाक शुभक अमीर का रंजी



*[Handwritten signature]*  
11/9/11

*[Handwritten calculations]*  
100  
100  

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1100

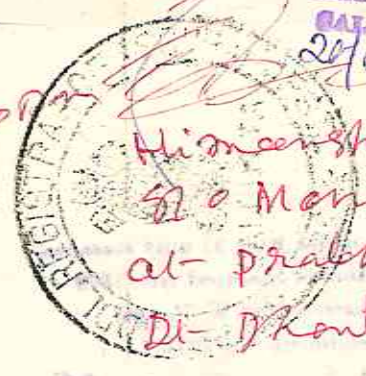
Serial No 24596  
Sold to Subh. Estate Pvt. Ltd.  
of New Market  
K. Tanbar

Calcutta Collectorate,  
Treasury  
Date 9.2.1996  
Treasurer

1000/-  
100  
70/100

Presented for Registration at  
Calcutta Registration Office  
on the 20th day of Feb 1996  
Himanshu Pathak  
Mre Asant

1-30/2/96  
Himanshu Pathak  
S/o Mani Shankar P Pathak  
at Prabhu Ram Kataras Rd  
Dhankad Hindu landholder



Himanshu Pathak



1184

Himanshu Pathak

Vizayler nerna  
S/o K. P. Prasad  
of Hirapur, Dhankad  
Hindu Business

Bijay Kumar Verma

20/2/96  
Registrar of Assurances  
Calcutta U/N 7 of 1950



*Signature*  
- 20/2/96

- : 2 : -

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 Aere Road, Calcutta-700 017 at present New Market, Katras Road, Dhanbad, P.O. & P.S. Dhanbad Chowki Sadar Sub Registry office Dhanbad, P.S. Dhanbad hereinafter called and referred to as the PURCHASER (which expression shall unless excluded by or repugnant to the context be deemed 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.

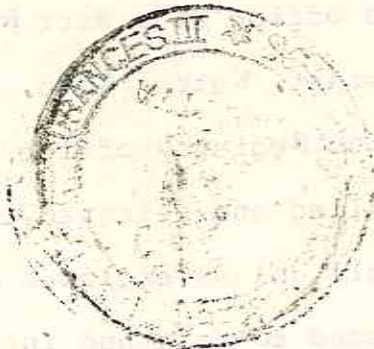
Serial No. 24596  
Sold to Sub. Estate Pvt. Ltd.  
of New Market  
at. Bangalore

Calcutta Collectorate,  
Treasury

Date 9.2.1976

Treasurer

10000 —  
10 —  
10000 —



*[Handwritten signature]*

SECRETARY OF ASSURANCE  
CALCUTTA U/S 7 (2) 1976

- : 3 : -

*Prabhulal Pathak*  
*20/6/96*

WHEREAS Shri Pranjivan Pathak since ~~passed~~ deceased owned several moveable and immoveable properties and whereas the said Prabhulal Pranjivan Pathak died intestate on or about 16th day of December 1955 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 the said 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 properties inherited by them as aforesaid on the death of their father Prabhulal.

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

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



**SECRETARY OF ASSURANCE**  
**CALCUTTA U/87 (2) III**

- : 4 : -

*Manishankar Pathak*  
*21/2/96*

AND WHEREAS a further result of the aforesaid partition and severance of the said joint family comprising of the sons and Widow of the said Prabhulal Pranjivan Sri Manishankar Pathak became the Karta Manager of the Hindu Mitakshara family known as Manishankar Pathak of Dhanbad consisting of himself his wife Smt Pushpa Gauri Pathak and three sons Viz Vinay Kumar M. Pathak Hiamnshu M. Pathak and Mukul M. Pathak.

AND WHEREAS the said joint Hindu Mitakshara 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 Chittacks more or less.

AND WHEREAS out of the aforesaid properties portions of the same were transferred to the said Karta of the Joint Hindu Mitakshara family Manishankar Pathak for valuable consideration and to meet the needs 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 ownership and possession of the said joint Hindu Mitakshara family Manishankar Pathak.

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,



  
DIRECTOR OF ASSURANCE  
CALCUTTA U/B T (2) III

*Manishankar Pathak*  
*25/2/96*

AND WHEREAS for good consideration and by mutual consent the Hindu undivided family known as Manishankar Pathak was disputed and the properties hold by Shri Manishankar Pathak as Karta and Manager were partitioned and disturbuted amongst the members of the joint family as recorded in the deed of partition dated 19.6.1980 and registered in the office of the Sub Registrar Dhanbad in Book No.I, Volume No.51 pages from 28 to 38 being No.5056 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 and distributed 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 landlord State of Bihar vide mutation Case No.134(111)/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 the said deed of partition wherein all the five members of the said family have equal and common rights.

AND WHEREAS the demarcated portions of the lands 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.



*[Handwritten Signature]*  
SECRETARY OF ASSURANCE  
CALCUTTA U/S 7 1900

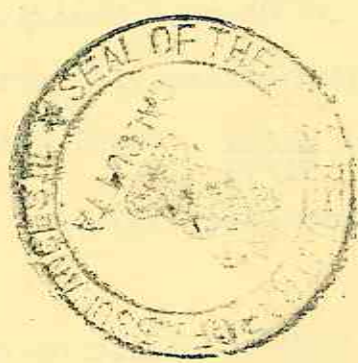
- : 6 : -

*Pathak*  
- / 28/2/96

AND WHEREAS as a result of the aforesaid partition evidences by Deed of partition dated 19.6.1980 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 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 Mukul Pathak HUF comprising of himself and his family.

AND WHEREAS since the date of said partition the vendor hereinabove have been in exclusive use and occupation and enjoyment of their respective interest in plots of properties without any interference by any other person or persons and their names duly recorded in the records of Dhanbad Municipality as the owners of the above immovable properties vide return no.V.B. Pathak 63/76 , Himanshu Pathak 62/76 , Mukul Patha 61/76 in the Urban 50/79 51/79 49/79 Land Ceiling and Regulation Act, 1976.

AND WHEREAS as per the deed of partition dated 19.6.1980 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.



*[Handwritten Signature]*  
SECRETARY OF ASSURANCE  
CALCUTTA U/8 7 (2) 1952

- : 7 : -

AND WHEREAS the vendor alongwith Vinay Kumar Pathak and mukul M. Pathak have got 1/3rd share each in schedule premises.

AND WHEREAS the vendor for good 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 M/S. Shubh Estate Private Limited incorporated under the Companies Act, 1956 on 14.8.1991 in terms of resolution passed by its Board of Directors effected 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 it mutually agreed between the vendor and the purchaser that the vendor shall sell and the purchaser shall purchase the right, title and interest of the vendor in the house premises morefully described in the Schedule hereunder written and shown in colour RED in the map or plan thereto annexed for a consideration hereinafter mentioned.

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 right 1/3rd right, title and interest in the demarcated portion of Plot No.301(Part) Mouza Dhanbad, No.51, within the jurisdiction

98/2/2002  
L-  
Dhanbad



*[Handwritten signature]*

**SECRETARY OF ASSURANCE  
CALCUTTA 17/7 1913**

- : 8 : -

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/- (Rupees has been paid this day, by pay order No. RHM 68919 dated 19-2-96 drawn on Punjab National Bank, Dhanbad only, the vendor hereby convey, transfer and sell and undernoted piece and parcel of the land with all the structures standing thereon free from all encumbrances, attachments, cheques, liens, lispendences and liabilities or howsoever otherwise the said land hereditament and premises now are or hereto fore were or was situated butted and bounded called known numbered described in Distinguished together with also with easements, rights, privileges mentioned in the presents and all the rights hereby granted conveyed transferred assigned and assured and every part thereof unto the said purchaser for ever free from all encumbrances, ways passages, right sewerage, gutters chains rights easements and appurtenances 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 reversion and reversion remainder and remainders yearly and other rents, issues and profits thereof and every part thereof and the estate right title interest inheritance use, trust possession claim and demand whatsoever both at law and in equity the vendor into or upon the said messuage, tenaments land hereditaments and

*Handwritten signature and date: 20/2/96*



*[Handwritten signature]*  
**SECRETARY OF ASSURANCE  
CALCUTTA U/B 7 (1) 1911**

*Handwritten signature and date: 20/2/96*

premises and every part and parcel thereof and all deeds, writings 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 and hereafter 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 purchase 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 the Schedule 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 the contrary 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 be for a perfect and indefeasible estate or inheritance without any manner of conditions, use or trust or a any other thing whatsoever or alter to make void the same.



*[Handwritten signature]*  
REGISTRAR OF ASSURANCES  
CALCUTTA U/S 7 (a) 1938

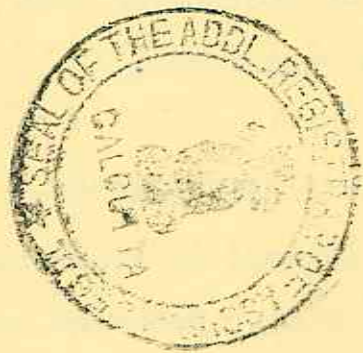
26/2/96  
20/2/96  
[Signature]

b) That notwithstanding any such act, deed or thing whatsoever aforesaid the vendor now have good right, 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 the use of the purchaser in the manner aforesaid and according to the true intent and meaning 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 ~~xxxx~~ 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 or of by the vendor for any person or persons whatsoever.

d) That free and clear and freely and clearly and absolutely acquitted exonerated and release or otherwise by and at the cost and expenses of the vendors defended kept harmless and indemnified of from and against all the manner of former and other estates right title claim mortgage charges liens debts attachments and encumbrances whatsoever.

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 from under or in trust for the vendor and/or



*[Handwritten signature]*  
**REGISTRAR OF ASSURANCE  
CALCUTTA U/R 7 (4) 19**

*Handwritten signature*  
20/10/98

his predecessors in title or any of them shall and will from time to time and at all times hereafter at the request 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 the said land hereditaments and premises hereby granted conveyed transferred and assigned 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 other outgoings due and payable in respect of the said land hereditaments and premises upto the date of three presents are the responsibility and liability 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 the instance of income tax authority or department or under the provisions of the Public 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 or Govt. in Dhanbad or by the land acquisition collector under the provisions of any act or otherwise.

3. That the vendor doth hereby further covenant with the purchaser that he shall and will unless prevented by fire, earthquake or some other inevitable accident from time to time



*[Handwritten signature]*  
**SECRETARY OF ASSURANCE**  
**CALCUTTA U/B 7 (2) 1911**

*Prabhu Lal Pathak*  
*2/10/96*

and at all times upon every reasonable request and at the cost of expenses 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 commission or explanations or otherwise as occasion shall require all the deeds, documents and writings evidencing the partition of the erstwhile joint Hindu Mitakshara family of Prabhu Lal 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 uncanceled 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 is no further claim outstanding or balance of the consideration remaining payable by the purchaser to the vendor.

6. The vendors should be bound to vacate the three storied building within 15 days.



**REGISTRAR OF ASSURANCES**  
**CALCUTTA U/S 7 AND 8E**

- : 13 : -

SCHEDULE :

ALL THAT piece and parcel of Homestead land situated in Mouza Dhanbad P.S. Bankmore Municipality Dhanbad Chowki Sadar Sub Registry office Dhanbad, Mouza No.51 part of Plot No.301(Part) with all the old structures standing thereon being three storeyed building recorded as Dhanbad Municipal Holding No.231(New) 173 (Old) Ward No.15(New), 17(Old), Total covered area 4794 Sq. Ft and area 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 say :-

North : Plot No.301(P).  
South : Plot No.301(P)  
East : Plot No.301(P)  
West : Plot No.301(P).

IN WITNESS WHEREOF the vendor set and subscribed his hands and seals on this the day month and year first above written.

WITNESSES :

1. Murari Mohan  
Chatterjee  
Dhanbad  
20/2/96

2. Rajay Kumar Verma  
Hisapur, Dhanbad.  
20-2-96.

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

  
SIGNATURE OF THE VENDOR :

Registered in.....  
BOOK No.....  
Volume No.....  
Pages.....  
Being No.....  
for the year.....

*CP*  
*328-344*  
*1916*

*✓*  
*872*



**REGISTRAR OF ASSURANCES**  
CALCUTTA U/17 (A) 1916

*710196*



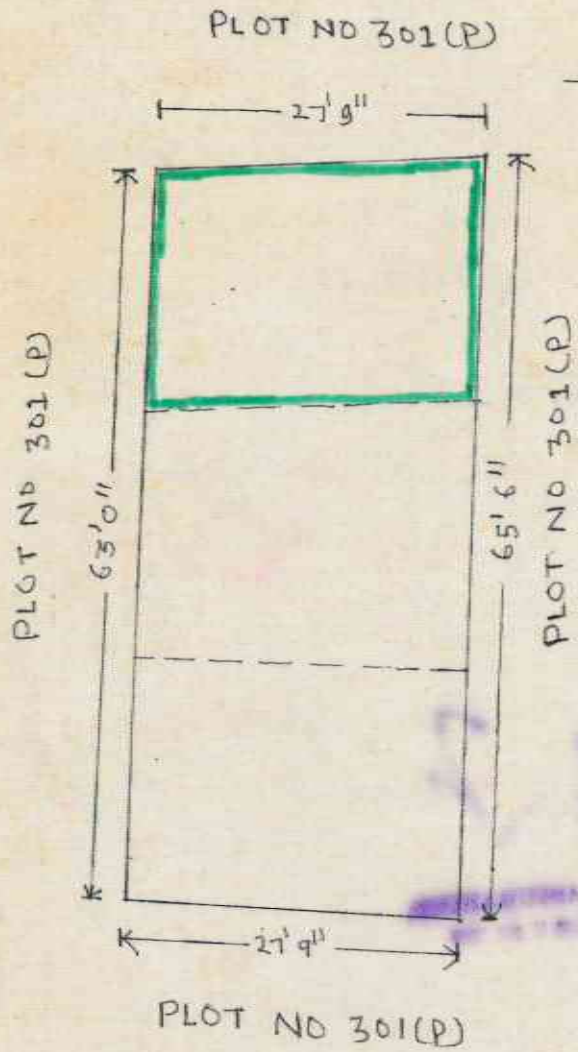
**REGISTRAR OF ASSURANCES**  
CALCUTTA U/17 (A) 1916

*[Signature]*

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) WARD NO 15 (New) SITUATED AT KATRAS ROAD P.O., P.S.,  
 173 (Old) 17 (Old)  
 S DIST DHANBAD BEING  $\frac{1}{3}$ rd SHARE OF VENDOR

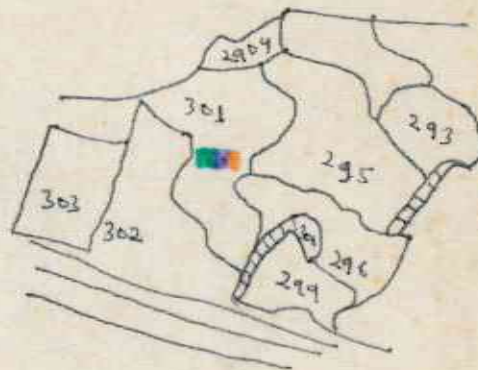
VENDOR :- SRI HIMANSHU PATHAK

VENDEE :- SHUBH ESTATE PVT. LTD.



SCALE: 1" = 16'0"

*Handwritten notes in pink ink:*  
 YMC &  
 JAF &  
 8/2/96



SCALE 1" = 330'6"

*Signature:* Himanshu Pathak  
 - 20/2/96

THE SHOWING LAND IS MORE DETAILED IN SI IN C-2 PLOT NO 501(B)  
 WITH THREE STOREY OLD EXISTING BUILDING HAVING FINISH  
 AREA 1103 SQY COVERED AREA 1000 SQY MINERAL HOLDING IN  
 251 (B) WARD NO 12 (B) SITUATED AT KATRA ROAD NO 42  
 DIST DHANBAD. BRING 1/4 SHARE OF VENDOR

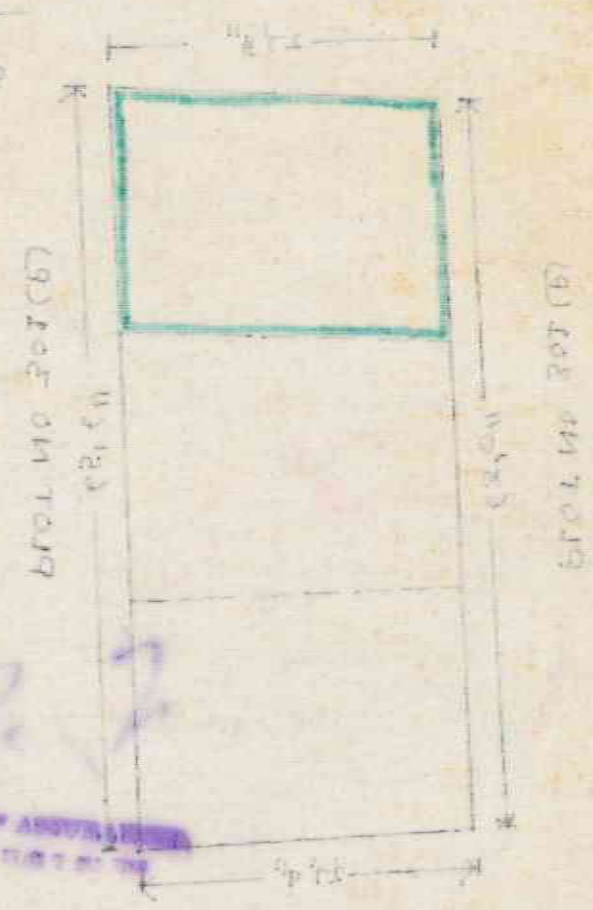
VENDOR :- SRI HIRANSHU PATNAK  
 VENDOR :- SHUBH ESTATE PVT. LTD.

APPROVED BY THE  
 OFFICE NO. 2002  
 14/2  
 872  
 1998



SCALE: 1" = 100'

PLOT NO 501(B)



SCALE 1" = 250' EN

PLOT NO 501(B)

*[Handwritten signature]*