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दीर्घावत - 1/2 000 रुम्बो - 139617 - 1909 - 5000Rs. 2283



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कि क्रेता का नाम बडे मु - वाली के लु - (ने चर २५)
२५/५

U/S 28 (1) of the Unconferment of Custom
Regulation Act 1976
(1976 25-2) २५/५

२५/५
22-5-95

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1909
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DEED OF SALE.

22/5
₹ 38000
₹ 10800
₹ 39080

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THIS DEED OF SALE made this the 22nd day of May, 1995 between Mukul Pathak son of Shri Manishankar Pathak by faith Hindu, by occupation land holder residing at Prabhu kunj Aatras Rd. Dhanbad district. Dhanbad Chowki Sadar Sub registry Office, Dhanbad District. 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 registered at Rajkot on 3.12.94.

AND



MESSRS 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-700017 at present
 new market, katras Rd. Dhanbad P.O. & P.S. Dhanbad, Chowki
 Sadar Sub registry Office, Dhanbad. District. Dhanbad herein
 after called and referred to as the Purchaser (which expres-
 sion shall unless excluded 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 Y.N. Narula s/o Late Jankpal
Ram Narula

WHEREAS Shri Pranjivan Pathak since deceased owned
 several moveable and immovable 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

संख्या १०००००

संख्या १०००००

No. 51 / 95-96
Subh Estate Pvt. Ltd.
P. S. Hiranagar, Dhanu

Stamp
20615.00 (5000 x 4 + 500 + 100 + 10 + 5)

Subh Clerk
District Treasury Dhanu



22-5/95



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D. Lal Palival
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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 Develved upon his death as a bove on his sons Daulat Ram, Manishankar and Mukund Rai as their ancestral properties.

AND WHEREAS afore said 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 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 regd. in Book No.1 volume No.38 pages 435 to 439 bearing no.5631 of Dhanbad sub registration Office.

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No. 51 95-96
Subh Estate Pvt. Ltd

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Hirapur, District

Stamp

20615-00 (5000 x 4 + 500 + 100 + 10 + 5)

District Treasurer

25/5



27-5-95

No. 51 / 95-96
Subh Estate Pvt. Ltd

Hisarum... Document

20615 = 5000 x 4 + 500 + 100 + 10 + 5

District T... 2595



22-5-95



Manishankar Pathak
- 22/5/95



Manishankar Pathak
- 22/5/95

~~partitbon~~ immovable properties comprising of the then ~~existing~~ No. 173, 174 and 175 of the ward No. 17 of the Dhanbad Municipality comprised an area of 8 bighas 14 cottahs and 9 chhataks more or less .

AND WHEREAS out of the aforesaid properties portions of the same were transferred by the said Karta of the Joint Hindu Mitakshera 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 cottah remaining on ownership and possession of the said Joint Hindu Mitakshera 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.

5008

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No. 51, 95-96
Subh Estate Pvt. Ltd.
Hirapur, Dhanu.

Stamp
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Stamp clerk
District Treasury, Dhanu
2595



22-5-95



Manishankar Pathak
7/22/5/95

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 distributed amongst the members of the Joint family as recorded in the Deed of partition dated 19.6.80 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. 5086 for the year 1980.

AND WHEREAS the immovable property 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 land lord the State of Bihar ~~and~~ vide mutation Case No. 134 (III) DHAN/1979-80

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No 51 / 95-96
Call to Subh Estate Port Ltd

P. S.
Hisar, Haryana

डी.डी. नं. दर्शाया है

20615.00 (5000 x 4 + 500 + 100 + 10 + 5)

District Clerk
25/5



22-5-95

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R. S. Pathak
- 22/5/95

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 schedule B.C.E.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 Vijay 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 Amari Bijal and son Master Viraj and similarly

No. 51/95-96
Sold to Subh Estate Pvt. Ltd

Hirapur, D. Mandla

of Rs. 20615 (5000 x 4 + 500 + 100 + 10 + 5)

District T...
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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. Farul Pathak and son Master Madhav Pathak and similarly the property allotted to Sri 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 her in above have been in exclusive use and occupation and enjoyment of their respective interest in plots or properties without any interference 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. V.K. Pathak 63/76 Himanshu Pathak 50/79,

62/76 , Mukul Pathak 61/76 in the Urban Land Ceiling And 51/79 49/79 Regulation Act, 1976.

संख्या ५१/१९५-१६

No. 51 / 195-96

Subh. Estate Pvt. Act.

Hisar, District

संख्या ५१/१९५-१६

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

AND WHEREAS the vendor for good reason are desirous of selling and/or disposing of their right, title interest in the immovable property hereinbelow described for valuable consideration.

AND WHEREAS Messers Shubh Estate Pvt. Ltd. incorporated under the companies Act, 1956 on 14.8.1991 in terms of resolution passed by its Board of Directors at its meeting held on 7.9.91 offered through its Directors Shri Lakhmir Singh Sabharwal and Shri Baldev Raj Narula to the vendors to purchase the right, title interest in the aforesaid immovable property for the purchase of development thereof and constructing thereon a commercial and residential complex.

AND WHEREAS it is 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 demarcated portion of Plot No. 301 (Part) Ambuza Dhanbad no. 51 more fully described in the schedule hereunder written and shown in colour red in the map or plan hereto 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, title and interest in the demarcated portion



22-5-95

R. Ashpalwale
7/22/5/95

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R. Ashpalwale
7/22/5/95

of Dhanbad Municipality measuring 3 kathas 13 $\frac{2}{5}$ chhataks more or less for a consideration of Rs.95000/- out of which a sum of Rs.51000/- was paid to the vendor by the purchaser by pay order No.427022 dated 28.2.92 on Indian Bank, Dhanbad by way of advance and/or part consideration and the balance sum of Rs.44000/- has been paid this day by pay order no. RBM 346591 dated 8-05-95 drawn on Punjab National Bank, Dhanbad only the vendor hereby convey, transfer and sell and undernoted piece and parcel of the land free from all encumbrances, attachments charges, liens, dispendances and liabilities of howsoever otherwise the said land hereditament and premises now are or here to fore were or was situated butted and bounded called known numbered described in distinguished together with also with easements, rights, privileges mentioned in these 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, passage, rights, sewerage, gutters chains rights easements and appurtenance all areas compound tracexx 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 remaininder and remainders yearly and other rents, issues, 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 the said messuages, tenements land, heriditaments and premises and every part and parcel thereof and all deeds, writing said muniments or evidences or title which



22-5-95

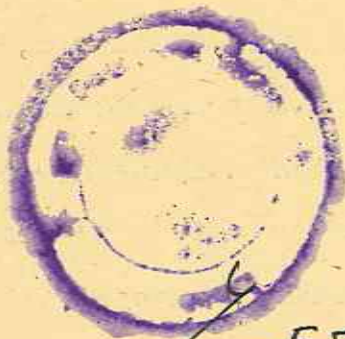
*Linea de Pellota
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premises hereby transferred or any part or part thereof and which now are and hereafter shall or may be in the custody possession or power of the vendors or any other persons or person from whom it can or may procure the same without any action or suit and full right, and liberty for the same without 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 or parcel of the land hereditaments, premises hereby conveyed TO HAVE 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 purchase absolute and for ever free from all encumbrances and charges whatsoever more fully 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 vendors are 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 any other thing whatsoever or alter to make void the same.

b. that notwithstanding any such act, deed or thing



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L. A. G. G. G. G.
7/22/18/95

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to grant convey, transfer and assign 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 these 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 rents issues and profits thereof for its absolute use the benefit without any lawful let, suit eviction interruption disturbances, hindrance, claim or demand whatsoever from of or 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. Further that the vendor and all persons having or lawfully and /or equitably claiming an 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 his predecessor 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



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Shri. O. S. Pathak
12/5/95

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and assigned or expressed or intended so to be and every part thereof unto and to the use of the purchaser its heirs, executor 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 these 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 authorities 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 or acquisition or requisition by Municipal authorities or Govt. in Dhanbad or by the land Acquisition collector under the land acquisition Act or any public or private body under the provisions of any act or otherwise.

3. That the vendor doth hereby further covenant with the purchaser that they shall and will unless prevented by fire, earthquake or some other inevitable accident from time to time 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 agent as the purchaser shall direct or appoint or at any trial bearing commission or explanation or otherwise



22-5-95

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evidencing the partition of the erstwhile 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 uncanceled subject to ordinary wear and tear.

5. That the vendor do hereby acknowledge and confirm receipt by them 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.

Schedule .

All that piece and parcel of homestead land situated in Mouza Dhanbad P.S. & Municipality, Dhanbad, chowki Sardar sub registry Office. Dhanbad mouza No. 51, aka part of plot No. 301 (Part) measuring 3 kathas 13 2/5 chhataks as also shown in the plan annexed which is butted and bounded in the manner following that is to say:

- North. By common passage.
- On the South. By Plot No. 301 (Part) of the vendor.
- On the East. By plot No. 301 (Part) of Shri Himanshu Pathak.
- On the West. By plot No. 301 of Shri Himanshu Pathak.



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That I have given notice to the Competent Authority, Dhanbad Under the Urban (land Ceiling & Regulation) Act, 1976 on in favour of the purchaser. That the Sixty days have already elapsed and I have not any response from the said Authority till today. Therefore I am executing this Sale deed today.

IN WITNESS WHEREOF THE vendor being the parties hereunto of the one part set and subscribed his hands and seals this the day, month and year first above written.

Witnesses:-

1. *Bijay Kumar Verma*
Hirapur, Dhanbad
Dt. 22.5.95
 2. *Sundha Kumar Hansalla* 22/5/95
Sansalla Dhanbad.
Drafted by me
 3. *MURARI MAHAPATRA*
- D. no. 22.5.95*

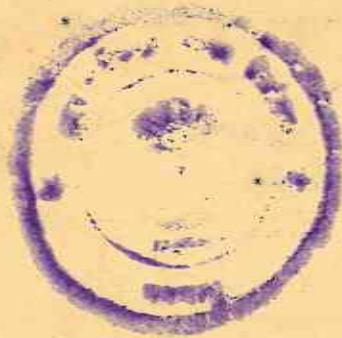
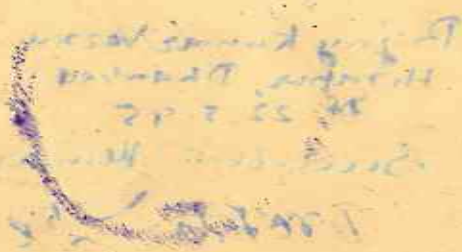
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D. S. S. S.
Advocate.

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22-5-95



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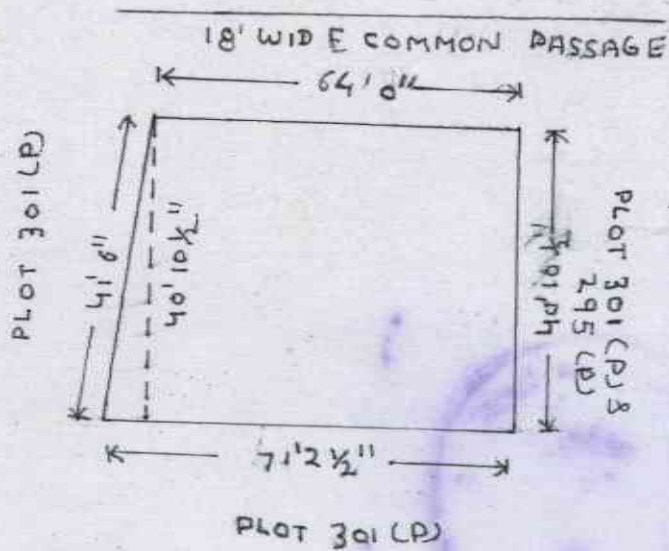
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.....	314
.....	2283
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PLAN SHOWING THE LAND IN MOUZA DHANBAD (NO 5)
 IN C.S. PLOT NO 301 (PART) MEASURING AREA 3 KATTAS
 13²/₅ CHHATAKS.

SOLD BY - SRI MUKUL PATHAK

SOLD TO - SHUBHA ESTATE PVT. LTD.

SCALE 1" = 33'0"



SCALE 1" = 33'0"

Signature
 - 22/5/95

Small signature or mark

PLAN SHOWING THE LAND IN MOUNT CHANDRA IN 20

THE 2 PLOT NO 261 (PART) MEASURING AREA 3 KATTAZ

1818 CHARTER 2

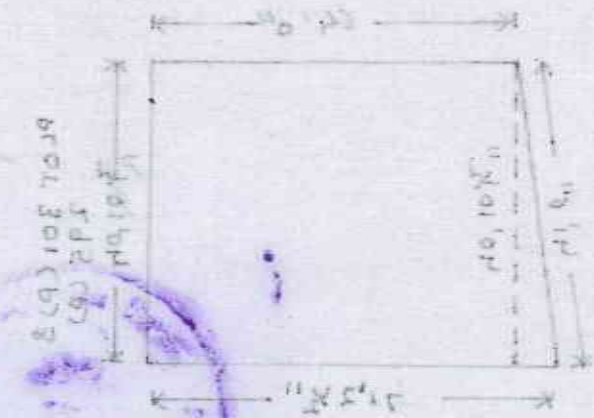
GOLD BY - SRI MANGAL BATHUK

GOLD TO - SHUBHA ESTATE PV. LTD.

SCALE 1" = 33.0'



18 MIB F COMMON PASSAGE



Plot 301 (b)



Plot 301 (b)

56-5-22



SCALE 1" = 330'

309195

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