

2401

2192/114 - 9,99,000 रु. 16330

2284
5000Rs.



57
205

~~22111-56~~
~~22-5-95~~
 22-5-95

Vinay Kumar Pathak

किसेला का गण वडे मु-वाली इ पु-वाली
 नली-ही
 12/2/95
 Copy of the unobscured certified
 Registration (1972) & 1980/15
 Affidavit no 1972) at 22/5

DEED OF SALE.

~~2284~~
 A/c - 44400
 MA 108
 4548-2

THIS DEED OF SALE made this the 22nd day of May, 1995 between Vinay Kumar Pathak, Son of Shri Manishankar Pathak a part of Joint Hindu Mitakshera Family known as Vinay Kumar Pathak (H.U.F.), by faith Hindu, by occupation land holder residing at Prabhukunj Katras 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.

AND

MESSRS SHUBH ESTATE PRIVATE LIMITED, a company incorporated on 14.8.91 under the companies Act, 1956 having its registered office at 6 Acre Rd. Calcutta-700017 at present

~~16330~~
~~2220~~
~~5550~~
~~24101~~

संख्या ५०/१५-१६

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121

डी.डी. नं. ५०/१५-१६

No 50, 15-96
Sold to Subh Estate Pvt. Ltd

P. S. Hisar
District Dhanbad

of 24100 = (5000 x 4 + 2000 x 2 + 100)

District Dhanbad
25/95

Binay Kumar Pathak
22/5/95

22/5/95

बिनाय कुमार पथक
मन्त्रिमण्डल
दस्तावेज
CC
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22-5-95

बिनाय कुमार पथक

पुस्तक संग्रालय
गणपति संग्रालय

218
v.14/95

Binay Kumar Pathak
22/5/95



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Singh Kumar - Fashad
 22/5/95
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New Market, Katras Rd. Dhanbad P.O. & P.S. Dhanbad, chowki
 Sadar Sub registry Office, Dhanbad District, 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 its successors administrators, legal representatives and permitted assigns) of the OTHER PART. Reperdent by Director Y. N. Narula
S/o date Y. N. 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 Bai who inherited the immovable and moveable properties left by prabhulal in accordance with the Shashtrik Hindu Law of succession which was then enforce and accordingly the said properties owned by Prabhulal devolved upon his

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श्रीमान् न्यायाधीश

No. 50 / 95-96
Sold to Subh Estate Pvt. Ltd

Hizapur, Dhanbad

No. of Judge
of Rs 24,100.00 (5000 x 4 + 2000 x 2 + 100)

District Treasury Dhanbad

25-95



217
20.14/95

Surendra Kumar Agrawal
22/5/95



22-5-95



Vinay Kumar Pathak
22/5/95

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death as above on his sons Daulat Ram, Manishanker and Mukun 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 regd. in Book No.1 volume no.38 pages 435 to 439 bearing no.5631 of Dhanbad sub registration Office.

AND WHEREAS in terms of the aforesaid deed of partition Shri Manishanker Pathak was allotted immovable properties ~~being the municipal holding nos. 173, 174 and 175~~

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Vinay Kumar Pathak
22/5/95

संख्या ५०९५-९६

50, 95-96

Subh Estate Pvt. Ltd.

Hisar P.S. Dhauw

24100 = 10 (5000 x 4 + 2000 x 2 + 100)

District Tehsil Phambad

25-95



22-5-95



Vinay Kumar Pathak
22/5/95

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commonly known as Prabhukunj situated on the Dhanbad Katras read in the then ward No.17 of the Dhanbad Municipality.

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 Mitakshera family known as Manishankar Pathak of Dhanbad consisting of himself, his wife Smt. Ushpa 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 partition immovable properties comprising ~~of the then holding~~ NO. 173, 174 and 175 of the then ward No.17 of the Dhanbad Municipality comprised an area of 8 bighas 14 cathas and 9

Vinay Kumar Pathak
22/5/95

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No. 50, 95-96
Sold to Subh Estate Pvt Ltd

Hirapur, Dn. Alwar

of Rs. 24,100 = (5000 x 4 + 2000 x 2 + 100)

District Treasury
25/95



22-5-95



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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 No.361, 302,295 ,296 and 2904 in mouza Dhanbad Mouza No.51.



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 22/5/95
 Manoj Kumar Pathak

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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 16.6.80 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.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 and distribution 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



Bimay Kumar Pathak
22/5/85

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State of Bihar vide mutation case No.134 (III)DHAN/1979-80 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 land which was distributed to the members of the said joint family Manishankar Pathak have also been separately mentioned and described in schedules B.C.E.E.&F of the aforesaid deed of partition dated 19.6.1980.

AND WHEREAS as a result of the aforesaid partition evidenced by deed of partition dated 19.6.80 the property

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संख्या दीर्घादि के दिवसे ।

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दीर्घादि पत्रिका
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No. 50 / 95-96
Sold to Subh. Estate Pvt. Ltd

P. S. Hiranagar - Dehradun

N. Judicial/ Court Fee Stamp
of 24100 = 5000 x 4 + 2000 x 2 + 100

Stamp Clerk
District Treasury Dehradun
25/95



22-6-95

Vinay Kumar Pathak
22/5/95

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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 Bijal and son Master Niraj and similarly the property allotted to Shri Himanshu Pathak was received by him as karta and Manager of the 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 hereinabove have been in exclusive use and occupation and enjoyment of their respective interest in plots or 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.K. Pathak $\frac{63}{76}$ / $\frac{50}{79}$, Himanshu Pathak $\frac{62}{76}$ / $\frac{51}{79}$, Mukul Pathak $\frac{61}{76}$ / $\frac{49}{79}$, in the Urban Land Ceiling and Regulation Act, 1976.

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 for good reasons are desirous of selling and/or disposing of their rights, title interest in the immovable property herein below



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Binay Kumar Pathak
22/5/95

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And WHEREAS ~~xxxx~~ 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 7.9.1991 offered through its directors Shri Lakhmir Singh Sabherwal and Shri Baldev Raj Narula to the vendors to purchase their 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 purchase that the vendors shall sell and the purchase shall purchase the right, title and interest of the vendors in the demarcated portion of plot No.301(Part), mouza Dhanbad mouza 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 of plot No.301(Part), mouza Dhanbad No.51 within the jurisdiction of Dhanbad Municipality measuring 4 kathas, 8 3/4 chhata more or less for a consideration of Rs.1,11,000/- out of which a sum of Rs.51,000/- was paid to the vendor by the purchaser by pay order No.427021 dated 28.2.92 on Indian Bank, Dhanbad by way of advance and/or part consideration and balance sum of Rs.60,000/- ~~xxxxxxx~~ has been paid

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Binay Kumar Pathak
22/5/95



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Biraj Kumar Patnao
22/5/95

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only the vendors hereby convey, transfer and sell and undernoted piece and parcel of the land free from all encumbrances, attachments, charges, liens, dispendences and liabilities or howsoever otherwise the said land hereditament and premises now are or is or here to fore were or was situated butted and bounded called known numbered described indistinguished 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 in free simple in possession free from all encumbrances ways passage, rights, sewerage, gutter chains rights easements and appurtenance all areas compound track yard ~~and~~ 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 others 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 vendors into or upon the said messuages, tenements, land hereditaments and premises and every part and parcel thereof and all deeds, writing muniments or evidences or title which exclusively relates to the said messuage, tenements and 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 vendors or any of the person or persons from whom it can or may procure the same without any action or suit and full right and liberty for the purchaser and its heirs, executors, administrators, representatives and assigns for the time being of the aforesaid piece and parcel of the land hereditaments



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22-5-95

Binay Kumar Pattnaik
22/5/95

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hereditaments and premises hereby granted transferred conveyed and assigned or expressed ~~bn~~ intended so to be with the appurtenance unto and to the use of the purchaser and absolute for ever free from all encumbrances and charges whatsoever more fully described in the schedule hereunder written.

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

a. that notwithstanding any act, deed, matter or thing whatsoever by the vendors 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 or make void the same.

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 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 to benefit without any lawful let, suit eviction interruption



22-5-95

Sriy Kumar Fathad
22/5/95

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by the virtue for any person or persons whatsoever.

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

e) ~~that~~ 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 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 up to 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 proceedings started by or at the instance of income

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Binay Kumar Pathak
22/5/95

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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 provision of any act or otherwise.

3. That the vendors 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 and expenses of the purchaser produce or caused to be produced unto the purchaser or its attorney ~~or attorneys~~ or agent or agent ^{or} as the purchaser shall ~~xxxxxxx~~ direct/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 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 vendors doth hereby further covenants that the said deeds documents and writings shall be kept by their safe unobliterated and uncancelled subject to ordinary wear and tear.

5. That the vendors 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.

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22-5-95

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.

SCHEDULE

Bijay Kumar Patnaik
22/5/95

All that piece and parcel of homestead land situated in Mouza-Dhanbad P.S-&Municipality Dhanbad, Chowki Sadar Sub-registry Office, Dhanbad Mouza No.51 part of plot No.301(Part) measuring 4 kathas 8 $\frac{1}{2}$ chhataks which is butted and bounded in the manner following what is to say:-

- On the 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 Mukul Pat hak.
- On the West. By common passage.

IN WITNESS WHERE OF the vendors being the parties here unto of the one part set and subscribed their hands and seals this day , month and year first above written.

Witnesses:-

1. Bijay Kumar Verma
Hirep ur, Dhanbad,
Dt 22/5/95
2. Surenchha Kumar Raywalle
Saraidhulla Dhanbad.
3. Drafted by me

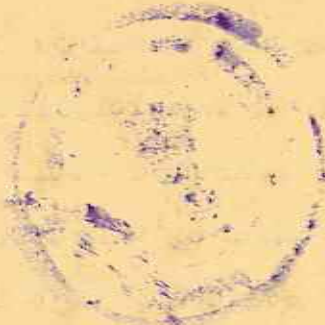
Muxari Mohan

Typed in my Office.

Chait

R. K. Anand
Advocate.

D. W. D.
22.5.95



22-5-95

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May 30 - no
Apr 10 - 22
Apr 16 - 22

18/12/95

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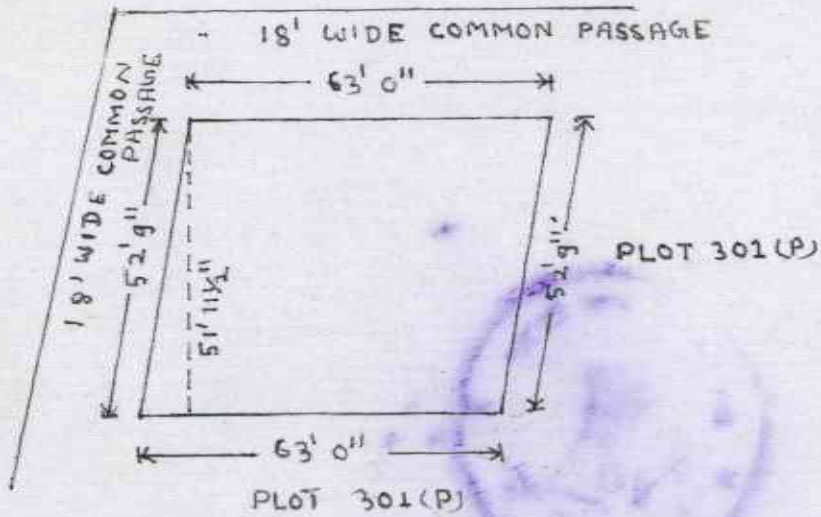
PLAN SHOWING THE LAND IN MOUZA DHANBAD (NO 51)

IN C.S. PLOT NO 301 (P) MEASURING AREA 4 KATTS 83/4 CHHATAKS

SOLD BY- SRI VINAY KUMAR PATHAK

SOLD TO- SHUBHA ESTATE PVT LTD.

SCALE 1" = 330'0"



SCALE 1" = 330'0"

Vinay Kumar Pathak

22/5/95

