2506 2386 5000Rs.

INDIA NON JUDICIAL

५000रु. Rs 5000

सत्यमेव जयते

भारत

पाँच हज़ार रुपये FIVE THOUSAND RUPEES

DEED OF SALE

THIS DEED OF SALE made this the 25th day of May 1995 between Himanshu M. Pathak son of Shri Manishankar P. Pathak as Karta of Joint Mitakshara family known as Himanshu M Pathak, by faith Hindu, by occupation Landholder, residing at Prabhukunj Katras Road, Dhanbad District Dhanbad Chowki, Sadar Sub registry Office Dhanbad Dist. Dhanbad herein after called and referred to as the VENDOR (which expression shall unless excluded by or repugnant to the context be deemed to mean and includs his heirs, executors, successors, administrators, legal representatives and assigns) of the One Part;

A N D

MESSERS SHUB ESTATE PRIVATE LIMITED A Company incorporat-

OFFICE OF THE TREASURY OFFICER
HAZARIBAG

Sold to Sri Shubh Estate, Private Ltd., Katras Road Dhanbad

for Rs. 27/25-00

22.5.95

Stamp Clerk
Hazaribag Treasury

25/5/95

25/5/95

25/5/95

336
V.14/95

25/5/95

337
V.14/95

Kishore Chandra Dhamak
25/5/95

25/5/95

5000Rs.

INDIA NON JUDICIAL

५000रु. Rs 5000

सत्यमेव जयते

भारत

पाँच हज़ार रुपये FIVE THOUSAND RUPEES

incorporated on 14.8.1991 under the companies Act 1956 having its registered office at 6, Acre Rd. Calcutta- 700017 at present New Market, Katras Road, Dhanbad, P.O.P.S. Dhanbad Chowki Sub-registry Office, Dhanbad, Dist. 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 represented by Director Sri Y.N. Narula S/O late Ganpat 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 Hari Kaur 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 develved upon his death

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HAZARIBAG

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for Rs. 27/25-00

22.5.95

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25/5/95

5000Rs.

INDIA NON JUDICIAL

५000रु.

Rs 5000

सत्यमेव जयते

भारत

पाँच हज़ार रुपये FIVE THOUSAND RUPEES

25/5/95

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 aforsaid partition and severance was subsequently redused to writing and evidences by a registered deed of partition dated 28th of March 1963 and Regd. in Bok No.1 Volume No.38, pages 435 to 439 bearing No. 5631 of Dhanbad subregistration office.

And whereas in terms of the afores aid deed of partition Sri Manishankar Pathak was allotted immovable properties being then Municipal ward No.17 of Dhanbad Municipality known as Prabhukunj situated on the Dhanbad Katras Road, Dhanbad.

OFFICE OF THE TREASURY OFFICER
HAZARIBAG

Sold to Sri Shakti Estate, Private Ltd. Katras Road Dhanbad.

for Rs. 27/25-00

22-5-95

Stamp Clerk
Hazaribag Treasury

27/5/95

5000Rs.

INDIA NON JUDICIAL

५000रु. Rs 5000

सत्यमेव जयते

भारत

पाँच हज़ार रुपये FIVE THOUSAND RUPEES

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 Gouri 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 Ward No.17 of the Dhanbad Municipality comprised an area of 8 Bghas 14 Kathas and 9 chataks 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

OFFICE OF THE TREASURY OFFICER
HAZARIBAG

Sold to Sri Shah Estate Private Ltd Katras Dhanbad.

or Rs. 27125-00

22-5-95

Stamp Clerk
Hazaribag Treasury

25/5/95

5000Rs.

INDIA NON JUDICIAL

५000रु. Rs 5000

सत्यमेव जयते

भारत

पाँच हजार रुपये FIVE THOUSAND RUPEES

family between the period 1964 and 1977 leaving the residue of the property comprising of an area of 6 bighas 2 Kathas 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.

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. 5066 for the year 1980.

OFFICE OF THE TREASURY OFFICER
HAZARIBAG

Sold to Sri Shubh Estate Private Ltd. Katras Road, Dhanbad

for Rs. 27/25-00

22.5.95

Stamp Clerk
Hazaribag Treasury

25/5/95

2000Rs.

INDIA NON JUDICIAL

२000रु. Rs 2000

सत्यमेव जयते

भारत

दो हज़ार रुपये TWO THOUSAND RUPEES

AND WHEREAS the immovable property so held by Mani shankar 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 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 acess 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 by the members of the said Joint family MANISANKAR PATHAK have also been separately mentioned and described in schedules B.C.D.E. & F of the aforesaid deed of partition dated 19.6.1980.

OFFICE OF THE TREASURY OFFICER
HAZARIBAG

Sold to Shubh Estate Private Ltd. Katras Road. Dhanbad

for Rs. 27125-00

22-5-95

Stamp Clerk
Hazaribag Treasury

25/8/95

50 Rs.

पचास रुपये

सत्यमेव जयते

भारत

INDIA

५०रु.

50RS

FIFTY RUPEES

AND WHEREAS a result of the aforesaid partition evidenced 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 ~~xxx~~ 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 H U F comprising of himself his wife Smt. Parul Pathak and son Master Madhav Pathak and similarly the property alloted to Sri Mukul Pathak was received by him as Karta and Manager of his Joint Hindu Family known as Mukul Pathak H U F 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 recorde in the records of Dhanbad Municipality as the owners of the above immovable properties

OFFICE OF THE TREASURY OFFICER
HAZARIBAG

Sold to Sri Shubh Estate Private Ltd. Katras Road, Dhanbad

for Rs. 27/25-00

22.5.95

Stamp Clerk
Hazaribag Treasury

25/5/95

50 Rs.

पचास रुपये

सत्यमेव जयते

भारत

INDIA

५०रु.

50RS

FIFTY RUPEES

vide return No. V.K. Pathak 63/76, Himanshu Pathak 62/76
50/79 51/79

Mukul Pathak 61/76 in the Urban land ceiling and Regulation
49/79
Act 1976.

AND WHEREAS per the Deed of partition dated 19.6.80 the properties described in the Schedule below with other lands feel 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 reason are desirous of selling and/or disposing of their right, title,interest in the immovable property herein below described for valuable consideration.

AND WHEREAS Messers Shubh Estate Pvt. Ltd. incorporated under the companies Act, 1956 on 14.8.1991 interms of resolution passed by its Board of Directors at its meeting held on 7.9.1991 offered through its Directors Sri Lakhbir Singh Sabharwal and ShriBaldev Raj Narula to the vendors to purchase their right, title interest in the aforesaid

OFFICE OF THE TREASURY OFFICER
HAZARIBAG

Sold to Sri Shubh Estate Pvt Ltd. Katras Road Dhanbad

for Rs. 27/25=00

22-3-95

Stamp Clerk
Hazaribag Treasury

25/5/95

20 Rs.

बीस रुपये

सत्यमेव जयते

भारत

INDIA

२०रु.

20RS

TWENTY RUPEES

immovable property for the ~~purchase~~ purpose or 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 the purchaser shall purchase the right, title and interest of the vendor inthe demarcated portion of Plot No. 295 (Part) and 296 (part) Mouza Dhanbad Mouza No.51 morefully described in the Schedule hereunder written and shown in colour Green the map of plan annexed hereto for a consideration herein after mentioned.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS :

1. That, in parsuance 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. 295 (Part) and 296 (Part) Mouza Dhanbad No.51 within the jurisdiction of Dhanbad Municipality measuring 4 Kathas 6.6 Chhataks moreor less for a consideration of Rs. 1,25,000/- out of which a sum of Rs.1,00,000/- (Rs. one Lac) only was paid to the vendor by the purchaser by cheque

OFFICE OF THE TREASURY OFFICER

Sold to Smt. Estate Private Ltd Katras Road Dhanbad

for Rs. 27125-00

22.5.25

Stamp Clerk

Dhanbad Treasury

5 Rs

INDIA

पाँच रुपये

पाँच रुपये

सत्यमेव जयते

FIVE RUPEES भारत FIVE RUPEES

No. 0689945 dated 20.11.92 on Indian Bank, Dhanbad out of which Rs. 50,000/- has been adjusted by way of advance and/or part consideration of this transaction and balance sum of Rs. 75,000/ has been paid this day by pay order No. RBM 346777 dt. 24-5-95 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, lis-pandances and liabilities or howsoever otherwise the said land hereditament and premises now are or is or here to fore were or was situated betted and bounded called known numbred described indistinguished together with also with casements, rights, privileges mentioned in there presents and all he rights hereby granted conveyed transferred assigned and assured and every part thereof unto the said purchaser for ever free simple in possession free from all encumbrances says passage, rights, sewarages, gutters, chains rights easemets and appurtenance all areas compound trace yard fences, paths passages, whatsoever exclusively belonging to the premises or any of them or any part thereof or appurtenants thereto exclusively and the reversion and reversion remainder and remainders yearly and other rents, issues and profits thereof and every part thereof AND ALL THE ESTATE right, title intetest

OFFICE OF THE TREASURY OFFICER
HAZARIBAG

Sold to Sri Subh Estate Private Ltd. Katras Road Dhanbad

for Rs. 27125-00

22-5-95

Stamp Clerk
Hazaribag Treasury

25595

inheritance use,trust possession claim and demand whatsoever both at law and in equity the vendors into or upon the said messuages, tenements land, her ditaments and premises and every part and parcel thereof and all the deeds, writing muniments or evidences or title which exclusively relates to the said messages, tenements land premises hereby transferred or any part or parts thereof and which now are and hereafter shellor may be in the custody possession or power of the endor or any other person or persons from whom it can or may procu 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 aforesai piece or parcel of the land hereditements premises hereby conveyed TO HAVE AND TO HOLD the said land hereditament and premises hereby grants transferred, conveyed and assigned or expressed or intended so to be with the appurtenance unto and to the use of purchaser absolute and for ever free all encumbrances and charges whatsoever morefully described in the schedule hereunder written.

2. That the vendor doth hereby convenant with the purchase

a. That notwithstanding any ace deed matter or thing whatsoever by the vendors or its predecassors in title or any of them done, executed or knowingly suffered to the conrary 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 at intended to sol 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 so to be with the appurtenance upon and to the use of the purchaser in the manner aforesaid and a ccording 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 or by the vendor for any person or persons whatsoever.

d. That free and clear and freely and clearly and absolutely acquited, exonerated and released or otherwise by and at the

cost and expenses of the vendors defended kept harmless and indemnified of from and against allthe manner of former and other estates, right, title claim mortgage charges liens, debs attachments and encumbrances whatsoever.

e. Further that the vendor and all persons having or lawfully and/or equitaby 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 allsuch acts, deeds things,assurance 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 ever 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 these presents are the responsibility and liability of the vendor and the vendor willbe liable for the same.

g. That the said land, hereditaments and premises or any part thereof is not attached in any proceedings(including

certificate proceeding started by or at the instance of the tax authorities or Department or under the provisions of the pubic 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 and 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 hearing commission or explanations or other-wise as accasion shall residue all the deeds, documents and 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 shallbe kept by their safe

unobliterated and uncancelled 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.

That I have given notice to the Competent Authority Dhanbad under the Urban Land (Ceiling Act Regulation) Act 1976 in favour of the purchaser.

That SIXTY DAYS have elapsed already and I have not any response from the said authority till today therefore, I am executing the SALE DEED today.

S C H E D U L E

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 or plot No. 295(Part) and 296(Part) measuring 4 Kathas 6.6 Chhataks as also shown in the plan annexed, which is butted and bounded in the manner following what is to say :-

On the North : By C.S. Plot No. 301 (P) and 295 (P)

On the South : By plot No. 301 (Part) and 296 (P)

On the East : By plot No. 295 (Part) and 296 (P)

on the West : By plot No. 301 (Part)

IN WITNESS WHEREOF the vendors being the parties hereunto of the one part set and subsceribed their hands and seals this the day, month and year first above written.

Witnesses:-

1. Kishore Chandra D. Pathak 25/5/95

2. Bijay Kumar Verma
Hirapur, Dhanbad 25/5/95

3. Murari Mohan Chatterjee
D. W. 25/5/95

Typed in my Office.

Advocate

NDD-27-00
अधि-10-00
37-00

क्र० 1
जिल्द सं० 89
पृष्ठ सं० 59 से 73
में निबंधित 2386-1995
निबंधन संख्या वर्ष
दा० 10.10.95

fe
20.12.95

निबंधन पदाधिकारी
10/10/95
16/10/95

अभिलेख

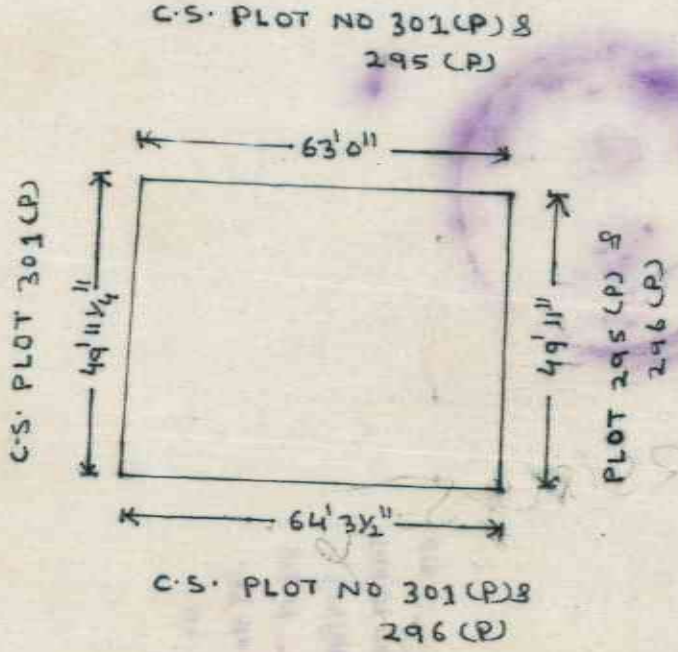
PLAN SHOWING THE LAND IN MOUZA DHANBAD (NO 51) IN C.S. PLOT NO. 295 (P) & 296 (P) MEASURING AREA 4 KATTAS 6.6 CHHATAKS.

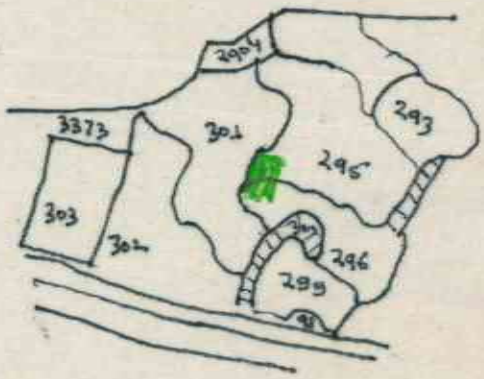
SOLD BY - SRI HIMANSHU PATHAK

SOLD TO - SHUBHA ESTATE PVT. LTD.

N

SCALE 1" = 32' 0"





SCALE 1" = 330' 0"

Rumisah Sekhall.
-12/5/95-

PLAN SHOWING THE LAND IN MOUZA DHANBAD (No 51)

IN C.S. PLOT No. 295 (P) & 296 (P) MEASURING AREA 4

KATTAS 6.6 CHHATAKS.

SOLD BY - SRI HIMANSHU PATHAK

SOLD TO - SHUBHA ESTATE PVT. LTD.

SCALE 1" = 32'0"