

3852

श्रीकृष्ण 9,96,000 रुमात्र 1721/234A 3678 5000Rs.



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पञ्च हज़ार रुपये FIVE THOUSAND RUPEES

विज्ञापन का नाम ...

9316

Handwritten notes and signatures in red ink.

Vinay Kumar Pathak

13/7/95

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13795

DEED OF SALE

THIS DEED OF SALE is made this the 12th day of JUNE,

25400 One thousand nine hundred and Ninetyfive BY & BETWEEN (1)

SMT.PUSHPA GOURI PATHAK, wife of Shri Mani Shankar P.Pathak

(2) SHRI MANI SHANKAR P.PATHAK, son of Late Prabhulal Pran-

jiwan Pathak (3) SHRI MUKUL PATHAK (4) SHRI VINAY KUMAR PATHAK

(5) SHRI HIMANSHU PATHAK, sons of Shri Mani Shankar P.Pathak

all by faith Hindu, resident of Prabhu Kunj, Katras Road,

Dhanbad, District Dhanbad, chowki, sadar sub registry office

Dhanbad, District Dhanbad, hereinafter called and referred

to as the V E N D O R S (which expression shall unless

excluded by or repugnant to the context be deemed to mean

and include their heirs, executors, successors, administra-

tors, legal representatives and assigns) of the ONE PART:

(Nos.1 to 3 represented by their constituted Attorneys

SHRI HIMANSHU M.PATHAK (2) SRI VINAY KUMAR PATHAK, sons of

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Shri Mani Shankar P. Pathak
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Shri Mani Shankar P. Pathak
13/7/95

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of Shri Mani Shankar P. Pathak, vide Power no. 247 dated 9.12.92 and Power no. 246 dated 9.12.92 registered at Dhanbad sub registry office and Vide Power no. 13 dated 3.12.1994 Registered at Rajkot on 3.12.94.)

A N D

MESSERS 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 Road, 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 executors, administrators, legal representatives and permitted assigns) of the

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व र का

No 126, 95-96
Sold to Mrs Subha Estate Pvt Ltd
of New Market, Dhanbad
through

No. of Shares 25000 = a (5000 x 5 + 100 x 4)

District Clerk
District Treasury Dhanbad
20695

273
4.22/95



Hilton Bhatt
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Binay Kumar Pathak
13/7/95

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OTHER PART: Represented by one of the DIRECTOR SRI Y.N. NARULA, son of Late Ganpat Ram Narula.

WHEREAS Sri Pranjivan Pathak since deceased owned several movable and immovable 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, Mani Shankar and Mukund Rai and widow Harikaur Bai, who inherited the immovable and movable properties left by Prabhulal in accordance with the Shashtrik Hindu Law of succession which was then enforced 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

कोषागार के विधि में

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कोषागार प्राधिकारी

धनबाद

No. 126, 95-96

Sold to D/s. Subha Estate Pvt Ltd

of New Market, Dhanbad

Area

of 25400 sq ft (5000 x 5 + 10 x 4)

Clerk
District Treasury Dhanbad

20695



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Binay Kumar Pathak
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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 of March, 1963 and Registered 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 Manishankar Pathak was allotted immovable properties being then Municipal Ward No. 17 of the Dhanbad Municipality commonly known as PRABHUKUNJ situated at the Dhanbad-Katras Road.

AND WHEREAS a further result of the aforesaid partition and severance of the said Joint Family comprising



Vinay Kumar Pathak

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Vinay Kumar Pathak
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of the sons and widow of the said Prabhulal Pranjivan and 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 Mitakshara Family Manishankar Pathak obtained by virtue of the aforesaid Partition immovable properties comprising of them then Ward No.17 of the 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 by the said KARTA of the Joint Hindu Mitakshara family Manishankar Pathak for

जोधनार पदाधिकारी के विवेक में

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जोधनार पदाधिकारी
धरमदास

No 126 195-96

Sold to Mr. Subha Estate Pvt. Ltd.

of New Market, Dhanbad
through

Non-Judicial

of Rs. 25,000/- (5000 x 5 + 100 x 4)

District Treasurer Dhanbad

20/6/95



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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 on 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.

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, Karta and Manager were partitioned and distributed amongst the members of the Joint family as

कोषादार पदाधिकारी के विवेक में

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कोषादार पदाधिकारी
धनबाद

No. 126, 95-96
Sold to M/s Subha Estate Pvt Ltd.
of New Market, Dhanbad
through
Non-Judicial Stamp
of Rs. 25400/- (15000 x 5 + 100 x 4)

District Treasury Dhanbad
20.6.95



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Binay Kumar Pathak

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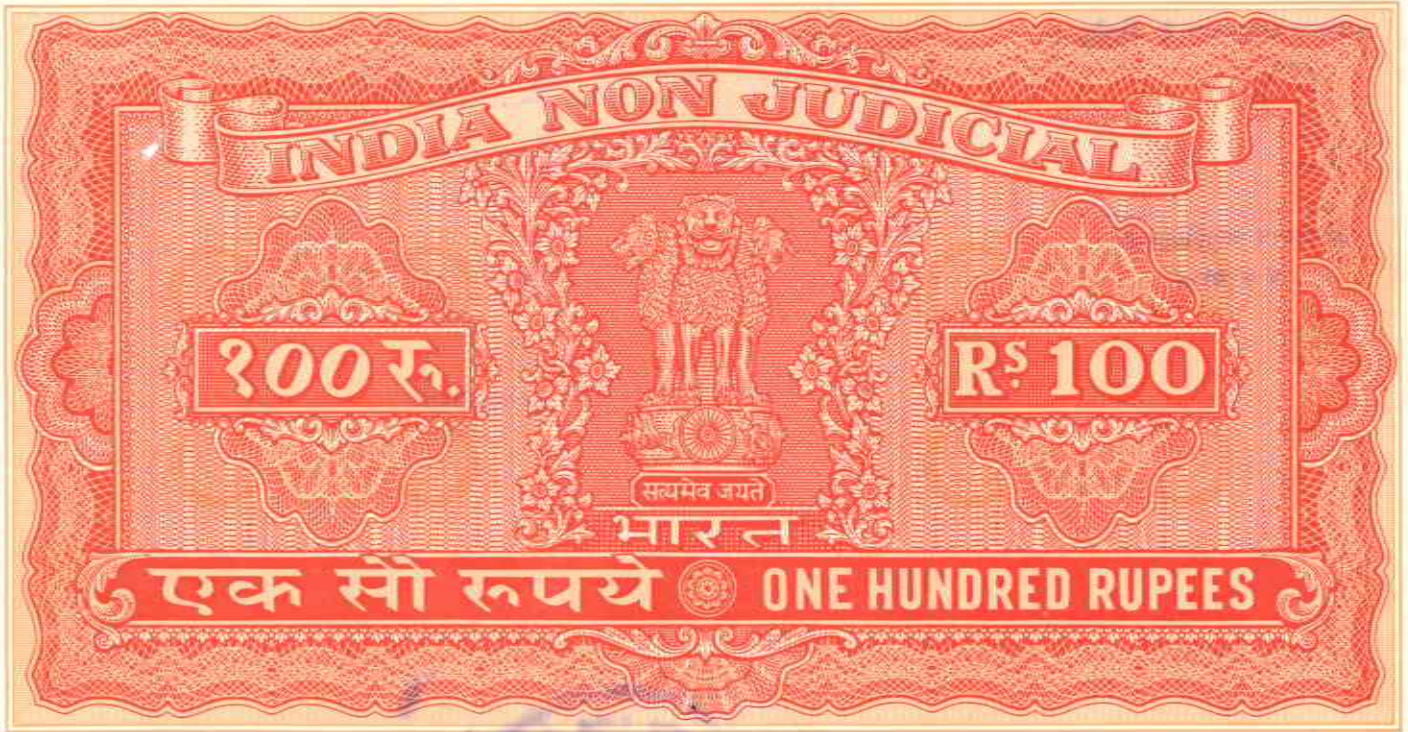
Binay Kumar Pathak
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recorded in the Deed of Partition dated 19.6.1980 and as registered in the office of the Sub Registrar, Dhanbad in Book No.1, Volume No.51, pages from 28 to 38 being No. 5066 for the year 1980.

AND WHEREAS the immovable property so held by Manishankar Pathak as such Karta and Manager and which was the subject matter of Partition 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 Landlord 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 access to the said several plots of land a common passage has been made out



Vinay Kumar Pathak
18/7/95

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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 portion of the land which was distributed by the members of the said Joint Family MANISHANKAR PATHAK have also been separately mentioned and described in Schedules 'B', 'C', 'D', 'E' & 'F' of the said Deed of partition dated 19.6.1980.

AND WHEREAS as a result of the aforesaid Partition evidenced 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 Bijal and son Master Niraj and



Binay Kumar Pathak

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similarly the property allotted to Sri 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. Parul 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 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

Binay Kumar Pathak
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Himanshu Pathak
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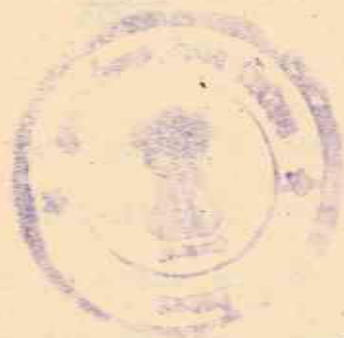
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of Dhanbad Municipality as the owner of the above immovable properties vide Return No. VK Pathak 63/76, Himanshu Pathak 50/79, 62/76 Mukul Pathak 61/76 in the Urban Land Ceiling and 51/79 49/79 Regulation Act, 1976,

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 Vendors and they are the owners thereof and are fully entitled to sell the same.

AND WHEREAS the vendors 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 PRIVATE LIMITED, incorporated under the Companies Act, 1956 on 14.8.1991 in terms of resolution passed by its BOARD OF DIRECTORS at its meeting, offered through its Director SHRI B.N.SINGH and SRI K.L.NARULA to the vendors 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.



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AND WHEREAS it is mutually agreed between the Vendors and the purchaser that the Vendors shall sell and the purchaser shall purchase the right, title, and interest of the Vendors in the demarcated portion of PLOT NOS. 302(P) 301(P), 295(P) and 296(P) of Mouza: DHANBAD, Mouza No. 51, measuring 4 kathas 10.08 chhataks morefully described in the schedule hereunder written and shown in colour Red in the plan annexed hereto which is part of a Common passage of the vendors and kept joint by the vendors is being sold by this sale deed for a consideration hereinafter mentioned

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:-

1. That in pursuance of the Vendors desirous 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(P) and 302(P) measuring 4 kathas 10.8 chhataks of Mouza: DHANBAD, Mouza No. 51 within the jurisdiction of Dhanbad Municipality for a consideration of 80,000/- (Rupees eighty thousand) only, but as per rate fixed by the Govt. the purchaser is bound to pay the Registration cost and Stamp duty for Rs. 1,17,000/- (Rupees One lac Seventeen thousand) only, which sum is being paid by the purchaser to the Vendors by way of PAY ORDER NOS. RHM 179527, RHM-179528, RHM-179530, RHM-179529 and RHM-179531 all dated 12.7.95 of Punjab National Bank, for Rs. 16,000/- each, payable at Punjab National Bank, Dhanbad Branch, Dhanbad



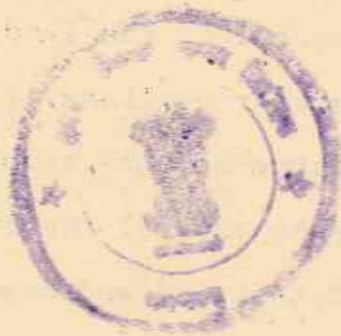
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drawn on PUNJAB NATIONAL BANK, DHANBAD (the receipt of which sum the Vendors do hereby admit and acknowledge) and the vendors hereby convey, transfer and sell the undernoted piece and parcel of the land free from all encumbrances, attachments, charges, liens, dispendances and liabilities for ever with easements, rights, privileges mentioned in these presents and all the right hereby granted, conveyed transferred assigned and assured and every part thereof unto the said purchaser for ever free simple possession free from all encumbrances, ways, passages, rights, severages, gutters, chains, rights, easements and appurtenances all areas, compound trace, yard, fences, paths, passages including 18 feet wide common passage 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 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 or evidences or title which exclusively relates to the said message, tenements land, premises hereto transferred or of any part or parts thereof and which now are and hereafter shall



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or may be in the custody possession or power of the Vendors or any other person or persons from them 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 pieces or parcels 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 purchaser absolutely and for ever free from all encumbrances and charges whatsoever morefully described in the schedule hereunder written.

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

a) That notwithstanding any act, deed, matter or things whatsoever by the vendors or its predecessors in in titled or any of them done, executed or knowingly suffered to the contrary the vendors are fully and absolutely seized and possessed or or otherwise well and sufficiently entitled to the said premises hereby granted, sold, transferred conveyed intended to sell to be for a perfect and indefeasible estate or inheritance without any manner of condition,



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use or trust or any other thing whatsoever or alter or make void the same.

b) That now withstanding any such act, deed or thing whatsoever aforesaid the vendors now have good, right, title 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 appurtenances 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, hinderance claim or demand whatsoever from or by the vendors 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 against all the manner of former and other estates, right, title, claim, mortgage,



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charges, liens, debts, attachments and encumbrances whatsoever.

E) Further that the vendors 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 vendors and/or their predecessors in title or any of them shall and will from time to time and 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 and 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 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 these presents and the responsibility and liability of the vendors and the vendors 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



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Certificate proceeding started by or at the instance of the 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 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 as the purchaser shall direct or appoint or at any trial hearing commission or explanation ~~as usual~~ or otherwise as occasion shall residue of all the deeds, documents and evidencing the partition of the erstwhile joint Hindu Mitakshara Family of Prabhulal Pranjivan Pathak and Manishanker Pathak and others hereinabove mentioned for the purpose of showing the title or the purchaser to the land hereditaments and premises hereby granted and conveyed or any part thereof.



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4. That the vendors doth hereby further covenant 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 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 to the vendors.

That we have given notice to the Competent Authority Dhanbad under Urban Land Ceiling & Regulation Act, 1976 in favour of the purchaser. That sixty days have elapsed already and we have got no response from the said authority till to-day therefore we are executing this SALE DEED to-day

SCHEDULE

All that piece and parcel of HOMESTEAD LAND situated in Mouza: DHANBAD, P.S. & Municipality Dhanbad, chowki, sadar sub registry office Dhanbad, District Dhanbad.

Mouza: DHANBAD, Mouza No. 51, PART OF PLOT NOS. 301(P) & 302(P) (three hundred one Part and three hundred two part) measuring



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New 9-00

Book - 27-12-95

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13-7-95

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Vinay Kumar Pathak
13/7/95

Sh. Ashok Kumar Sahu
13/7/95

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an area 4 kathas 10-8 chhataks (FOUR KATHAS AND TEN POINT EIGHT CHHATAKS) of land comprising of 18 feet wide common passage is sold by this sale deed. As per plan attached herewith and shown in PINK COLOUR.

Butted and bounded as follows:-

ON THE NORTH: Part of C.S. Plot No. 301 & 302.

ON THE SOUTH: Part of Plot No. 301 and 302

ON THE EAST: Part of C.S. Plot No. 246

ON THE WEST: Part of Plot No. 302.

IN WITNESS WHEREOF the vendors being the parties here-
unto of the ONE PART set and subscribed their hands and
seals on this the day, month and year first above written.

WITNESSES:

1. Hiten Bhatt
Katras Road
Dhanbad

Drafted by me.

m. m. chury

2. Ashok Kumar Sahu
Dhanbad
13.7.

2. N. O. D. D. 3.

Muravind
Chetty
D. W. M.
13.7.95

Typed by:
L.T.

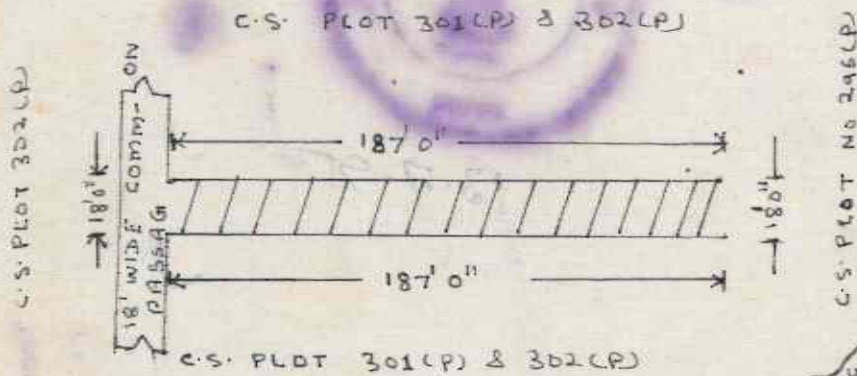
THE PLAN SHOWING THE LAND IN MOUZA DHANBAD NO 51
 IN C.S. PLOT NO 301(P) & 302(P) MEASURING AREA 4
 KATTAS 10.8 CHHATAKS.



SOLD BY: - (1) SRI MANISHANKAR PATHAK (2) SMT. PUSHPA GOURI
 PATHAK (3) SRI VINAY KUMAR PATHAK (4) SRI MUKUL
 PATHAK & (5) SRI HIMANSHU PATHAK.

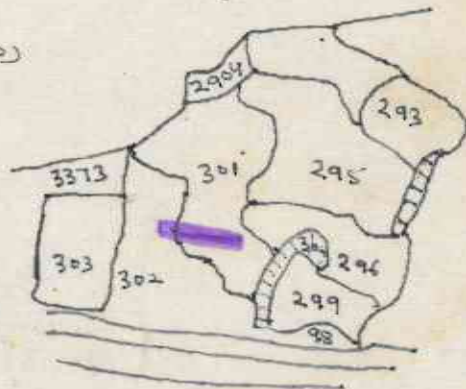
SOLD TO - SHUBHA ESTATE PVT. LTD.

SCALE 1" = 64' 0"



Vinay Kumar Pathak
 13/7/95

Manishankar Pathak
 13/7/95



SCALE, 1" = 330' 0"

