

3906

बीकानेर - 969, 000 एम १५ - 25140

3420

5000Rs.



62
23

बिक्रेता का नाम श्री मणि शंकर प. पथक
पत्नी श्री मणि शंकर प. पथक

Vinay Kumar Pathak
15/6/95

15/6/95

25140

15.7.95

Registration fee 15/11/95
Stamp duty 15/11/95

25140
3420
8500

DEED OF SALE

THIS DEED OF SALE is made this the 12th

day of June, One thousand nine hundred and ninety five, BY AND BETWEEN: (1) SHRI MANI SHANKAR P.PATHAK, son of Late Prabhulal Pranjiwan Pathak, (2) SMT. PUSHPA GOURI PATHAK, w/o (Shri Mani Shankar P.Pathak., (3) SHRI MUKUL PATHAK, S/O Shri Mani Shankar P.Pathak, (4) VINAY KUMAR PATHAK son of Sri Mani Shankar P.Pathak, and (5) HIMANSHU PATHAK son of Shri Mani Shankar P.Pathak all by faith Hindu, resident of Prabhukunj, Katras Road, Dhanbad, District Dhanbad, chouki, Sadar Sub-registry office, Dhanbad, District Dhanbad, hereinafter called and referred to as the VENDORS (which expression shall unless excluded by or repugnant to the context be

Vinay Kumar Pathak
15/6/95
15/6/95

25140
3420
6840
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6915

30000

No. 93 / 95-96

Sold to: Mrs. Sath Estate Pvt. Ltd
New Market - Dhanbad

No. of 37110 = (5000 x 7 + 2000 + 100 + 10)

Deputy Clerk
District Treasury, Dhanbad
6695

Munish Patel
15/7/95

15-7-95

विना कुनार भांडा -
दिमांशु पाठक
मनी रोक पी. पाठक
कलश राड पत्रवाड



15-7-95

विनाशु पाठक रक विनाशु पाठक

दिनांक 15/7/95
प्राणजीवन मंडल

334
15/7/95

Munish Patel

335
15/7/95

Omoy Kumar Pathak

15/7/95

15-7-95



-: 2 :-

himanshu Pathak
- 15/6/95

Vinay Kumar Pathak
15/6/95

deemed to mean and include their heirs, executors, successors, administrators, legal representatives and assigns) of the ONE PART., Nos. 1 to 3 are represented by their constituted Attorney SHRI HIMANSHU M. PATHAK (2) VINAY KUMAR PATHAK sons of Sri 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 Regd. at Rajkot on 3.12.94.

AND

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 ✓

800008

No. 195, 95-96

Sold to M/S Subh. Estate Pvt. Ltd
of New Market Dhanu

Stamp
of Rs. 37110 = 15000 x 7.4 = 200 + 100 + 10

Stamp clerk
District Treasury Dhanbad

6695

प्राधिकृत अधिकारी के हस्ताक्षर

2/11/95

अधिकारी का पता

336
15.7.95

Hiten Bhatt
15.7.95



15.7.95

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-: 3 :-

Pranjan Pathak
15/6/95

Binay Kumar Pathak
15/6/95

-700017 at present New Market, Katras Rd. 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 one of the Directors Sri Y.N. Narula S/O Late Ganpat Ram Narula.

WHEREAS Sri 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

240000

विभागात् प्रवाहिका

2/11/95

विभागात् प्रवाहिका

No. 93, 95-94

Sold to M/s Subh Estate Pvt. Ltd

of New Market Dhanbad

through Non-judicial Court

of Rs 37110/- (5000 x 7 + 2000 + 100 + 10)

District Clerk
District Treasury Dhanbad

6695



15.7.95

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Binay Kumar Pathak
15/6/95

Binay Kumar Pathak
15/6/95

leaving behind his Three sons viz Daulat Ram, Mani Shankar 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 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.

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विभागाधीन
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No. 93 195-96
Sold to Mr/s Subh Estate Pvt Ltd
of New Markets, Dhanbad
Not Judicial/Con amp
of Rs. 37110 = 0 (5000 x 7 + 200 + 100 + 10)

amp clerk
District Treasury Dhanbad
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Shri. Ash. Pathak
-15/6/95-

Vinay Kumar Pathak
15/6/95-

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 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 Manishankar Pathak was allotted immovable properties being then Municipal ward No.17 of the Dhanbad Municipality commonly known as Prabhu-kunj situated at the Dhanbad Katras Road.

800008

No. 93, 95-96

विशेष अधिकाय के तहत

Sold to Mrs. Subh Estate Pvt. Ltd

of New Market, Dhanbad

through

No. Judicial Stamp of Rs 37110 = 4 (5000 x 7 + 200 + 100 + 10)

21/11/19

अधिकाय परामर्शक
द्वारा

Deputy clerk
District Treasury Dhanbad

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himanshu pathak
-15/6/95-

Vinay Kumar Pathak
15/6/95

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. Pushpa 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 ward No. 17 of the Dhanbad Municipality comprised an area of 8 bighas 14 kathas and 9 chhataks more or less.

290002

No. 93 195-96

Sold to Mrs. Subh Estate Pvt Ltd.
of New Market Dhanbad
through

No. of Judicial Court Fee Stamp
of Rs 37,110-00 (5000x7 + 2000 + 100 + 10)

Clerk
District Treasury Dhanbad

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कोषाध्यक्ष कार्यालय
2/11
कोषाध्यक्ष कार्यालय
दुर्गापुर



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-: 7 :-

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 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

Binay Kumar Pathak
15/6/95
7-15/6/95

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No. 92,195-96
Sold to... M/s. Inbh Estate Pvt. Ltd.
of... New Market, Dhanbad

श्रीमान् श्री...
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श्रीमान् श्री...
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No. of...
of vs. ₹7110-00 (5000 x 7 + 2000 + 100 + 10)
District Treasury Dhanbad
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-: 8 :-

Manishankar Pathak
 15/6/95

Binay Kumar Pathak
 15/6/95

Pathak was disrupted and the properties held by Sri Manishankar Pathak 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.

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/

2000RS

कोषादार कोषादार के विषय में

2/11/11

कोषादार महाविद्यालय
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No. 93 195-94

Sold to M/s. Subh. Estate Pvt. Ltd

of New Market Dhanbad

No. of 37110 (5000 x 7 + 2000 + 100 + 10)

Sr. no clerk
District Treasury Dhanbad

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12/11/11



15-7-95

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Binay Kumar Pathak
15/6/95

Binay Kumar Pathak
15/6/95

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 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.

10000

No. 93, 95-96

Sold to M/s. Subh Estate Pvt. Ltd.

of New Market, Dhanbad

through No. Judicial/Com. Camp

of Rs. 37,110.00 (5000 x 7 + 2000 + 100 + 10)

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Deputy clerk
District Treasury Dhanbad

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15-7-95

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Himanshu Pathak
7-15/6/85

Vinay Kumar Pathak
15/6/85

-: 10 :-

AND WHEREAS as 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 Vinay Kumar Pathak HUF comprising of himself, his wife Smt. Bharati daughter Kumari Bijal and son Master Niraj and 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 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

No. 93 195-96

Sold to... M/s... Subh. Estate Pvt. Ltd

of... New Market, Dhanbad

Non-Judicial/Court Fee Stamp

of Rs 37-110-00 (5000 x 7 + 2000 + 100 + 10)

Stamp clerk
District Treasury Dhanbad

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विवाह पंजीयन के लिये

2 (1)
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विवाह पंजीयन
कार्यालय



15-7-51

4

28/3/51

DEPARTMENTAL STAMP

विवाह पंजीयन

-:11 :-

Binay Kumar Pathak
15/6/95

Binay Kumar Pathak
15/6/95

any other person or persons and their names duly recorded in the records of Dhanbad Municipality as the owner of the above immovable properties vide return No.V.K.

Pathak $\frac{63}{50/79}$ Himanshu Pathak $\frac{62}{51/79}$ Mukul Pathak $\frac{61}{49/79}$

in the Urban land ceiling and Regulation Act, 1976.

AND WHEREAS 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 there of and are fully entitled to sell the same.

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 Pvt.Ltd., incorporated under the companies Act 1956 on 14.8.91 in terms of resolution passed by its Board of Directors at its meeting offered through its Directors 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

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constructing thereon a commercial and residential complex.

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 No. 302 (P), 301(P) 295(P) and 296(P) of Mouza No. 51 (Fifty one) measuring 6 kathas 13.22 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 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. 302(P) 301(P) 295(P) and 296(P) measuring 6 kathas 13.22 chhataks Mouza Dhanbad No. 51 within the jurisdiction of Dhanbad Municipality for a consideration of 1,71,000/- which



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Binay Kumar Pathak
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Binay Kumar Pathak
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sum is being paid by the purchaser to the vendors
by way of pay order No. 179067 to 179071 dated 14-6-95
of Rs. 34,200/- each
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, lispendances
and liabilities for ever 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 simple in possession free from all encum-
brances ways passage, rights, severages, gutters,
chains rights easements and appurtenance 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 reminders 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 ~~at~~ law and in
equity the vendors into or upon the said messuages,



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Binay Kumar Pathak
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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 messages, tenements land premises hereto 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 vendors or any other 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 or parcel of the land hereditaments premises hereby conveyed TO HAVE AND TO HOLD the said 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 purchaser absolute and or 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



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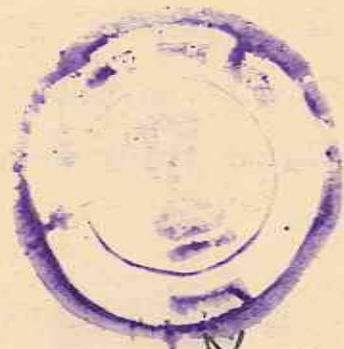
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Vinay Kumar Tathal
15/6/95

or thing whatsoever by the vendors or its predecessors in titled 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 intended to sell 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, 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 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,



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Binay Kumar Panah
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Binay Kumar Panah
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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 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, 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



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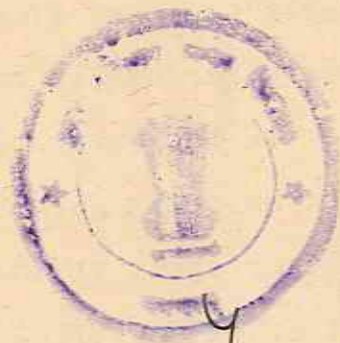
15.7-95

Sanjay Kumar Pathak
15/6/95
15/6/95

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 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 Attorney or agent or agent as the purchaser shall direct or appoint or at any trial hearing commission or explanations or otherwise as occasion shall require 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 or the purchaser to the land hereditaments and premises hereby granted and conveyed or any part thereof.

4. That, the vendor doth hereby further covenant that the said deeds documents and writings shall be



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Binay Kumar Tathak
15/6/95

Binay Kumar Tathak
15/6/95

kept by their safe unobliterated and uncanceled
subject to ordinary wear and tear.

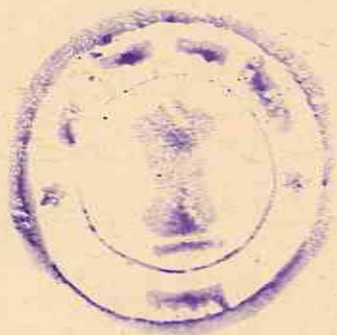
5. That, the vendors do hereby acknowledge
and confirm receipt by them the entire amount of consi-
deration payable to them by the purchaser hereinabove
mentioned and that there is no further claim outstan-
ding or balance of the consideration remaining payable
by the purchaser to the vendors.

That, we 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.

SCHEDULE

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 (Fifty one) part of plot No. 302(P),



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*Amiasl Palkh
15/6/95*

301(P) , 295(P) and ~~296(P)~~ measuring an area
6(six) kathas 13.22 chhataks land comprising of 18'ft
wide common passage sold by the Sale Deed which is
butted and bounded as follows :-

- On the North :: Part of Plot No.301 and 295
- On the South :: Part of Plot No.301 and 295
- On the East :: Part of plot No.295 and 296
- On the West :: Part of plot No.301

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

Witnesses:

1. *Hiren Bhatt*
15/6/95

2. *Drafted by me*
M. M. Chatterji

Drafted by me *D. W. N.*
11.7.95
D. W. N.
Advocate.

Sharma
L.T.
Typed by:-
Bar Library
Shanbag

L. No. 100
3. *ASHOK Kumar Singh*
Shanbag - 11.7.95

Nov-36

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श्री ०० १४४

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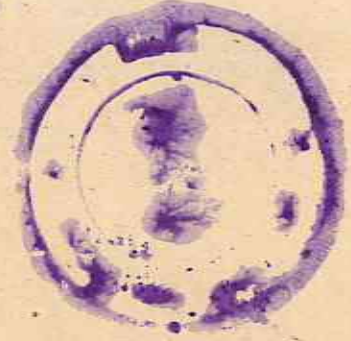
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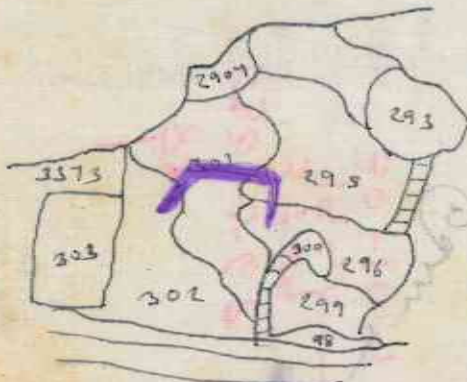
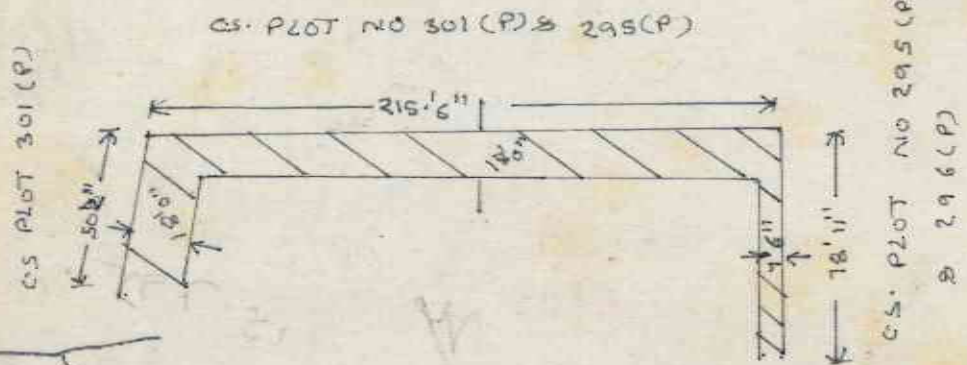


THE PLAN SHOWING THE LAND IN MOUZA DHANBAD NO 51
 IN G.S. PLOT NO 302 (P), 301 (P), 295 (P) & 296 (P) MEASURING
 AREA 6 KATTAS 13.22 CHHATAKS.

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

SOLD TO - SAUGHA ESTATE PVT. LTD

SCALE 1" = 64'0"

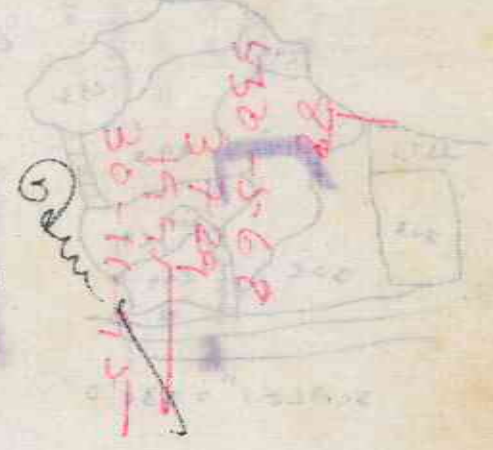
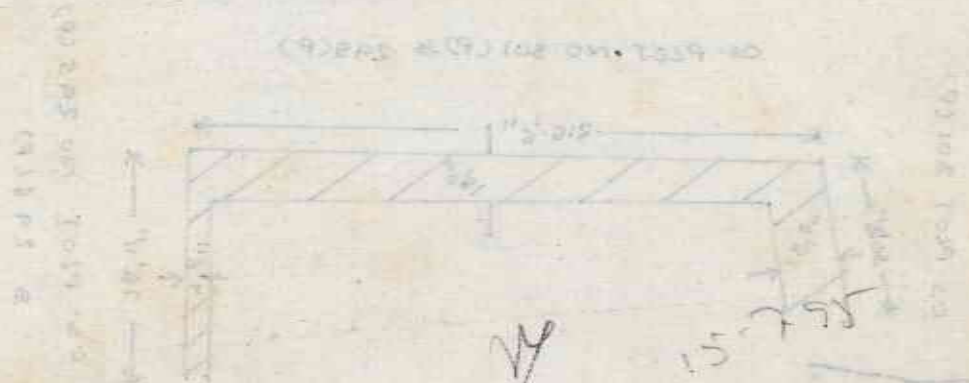


SCALE 1" = 330'0"

Vinay Kumar Pathak
 15/6/95
Himanshu Pathak
 15/6/95

THE PLAN SHOWING THE LOTS FOR MOORE'S DIVISION NO. 21
 OF THE WEST END OF THE CITY OF ST. LOUIS, MO.
 DEPT. & MAP NO. 12-25 WHITTAKER

FOR SALE BY THE UNDERTAKER (MAYBE SOME PARTS OF THE
 2. THE UNDERTAKER (MAYBE SOME PARTS OF THE
 3. THE UNDERTAKER (MAYBE SOME PARTS OF THE
 4. THE UNDERTAKER (MAYBE SOME PARTS OF THE



Handwritten signature in blue ink:
 Daniel Newman
 Estate
 Estate

3091190