

**Before Shri R.S. Virk, District Judge (RETD.)**  
**appointed to hear objections/representations in the matter of PACL Ltd.**  
**as referred to in the order dated 15/11/2017, of the Hon'ble Supreme Court**  
**passed in civil appeal no. 13301/2015 titled Subrata Bhattacharya vs SEBI.**

**File no. 222**

**MR NO. 7410 & 7411 -16**

7361, 7365 to 7367-16 7371 &  
7372-16 26367 to 26370-16

**Objector** : Habitech Infraventures Pvt. Ltd.

**Present** : H. K. Gangwani, Advocate

1. Vide order dated 02/02/2016, passed in civil appeal no. 13301/2015 bearing the title Subarata Bhattacharaya Versus Securities & Exchange Board Of India, the Hon'ble supreme court had directed constitution of a committee by SEBI to be headed by Hon'ble Mr. Justice R.M. Lodha. former Chief Justice of India as its Chairman for disposing of the land purchased by PACL so that the sale proceeds recovered there from can be paid to the investors who have invested their funds in the company for purchase of the land. The said committee was asked to collect relevant record including title sale deeds from the CBI (Central Bureau of Investigation) if it is in possession of any documents. The committee on its part has put up various properties including the property forming the subject matter of the present objection petition for auction sale on its website [www.auctionpacl.com](http://www.auctionpacl.com).
2. The objector above named seeks delisting from the list of properties of PACL and / or its subsidiaries / associate for auction / sale with the averments that as many as 48 out of 50 of separate parcels of land, total measuring 22.3500 Acres all situated at village Malpura, Tehsil Kotputli, Distt. Jaipur (Rajasthan) as detailed in the objection petition were sold by it during the years 2014 and 2015 vide separate sale deeds and mutations in respect of such sales also stand duly entered in favour of such transferees whereas agreements of sale had been executed in respect of two such properties, described at Sr. Nos.21 & 23 of its said list in the objection petition in hand.

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3. a) It is averred by the objector that it had entered into an agreement of sale dated 28/7/2013 with PACL Ltd for purchase from it of an area measuring 13.3159 Acres situated a village Malpura, Tehsil Kotputli, Distt. Jaipur (Rajasthan) @ of Rs. 36,50,000/- per Acre for an amount totalling Rs. 4,86,03,035/- out of which it had paid an amount of Rs. 1,01,00,000/- on 17/07/2013 (though the agreement of sale is dated 28/07/2013) whereas the balance amount of Rs. 3,85,03,035/- (three crore, eighty five lakhs, three thousand and thirty five) was payable by the vendee (objector) as per schedule given here under:-

- i) Rs. 20,50,758/- (twenty lakhs, fifty thousand, seven hundred and fifty eight) on or before 23.09.2013.
- ii) Rs. 1,21,50,758/- (one crores, twenty one lakhs, seven hundred and fifty eight) on or before 23.11.2013.
- iii) Rs. 2,43,01,516/- (two crores, forty three lakhs, one thousand, five hundred and sixteen) on or before 23.01.2014.

b) It is further averred by the objector that it had also entered into another agreement of sale dated 28/7/2013 with PVG Developers Pvt Ltd for purchase from it of an area measuring 14.1187 Acres situated a village Malpura, Tehsil Kotputli, Distt. Jaipur (Rajasthan) @ of Rs. 36,50,000/- per Acre for an amount totalling Rs. 5,15,33,255/- out of which it had paid an amount of Rs. 10,00,000/- on 26/07/2013 (though the agreement of sale is dated 28/07/2013) whereas the balance amount of Rs. 5,05,33,255/- (five crores, five lakhs, thirty three thousand, two hundred and fifty five) was payable by the vendee (objector) as per schedule given here under:-

- i) Rs. 1,18,83,314/- (one crores, eighteen lakhs, eighty three thousand, three hundred and fourteen) on or before 23.09.2013.
- ii) Rs. 1,28,83,314/- (one crores, twenty eight lakhs, eighty three thousand , three hundred and fourteen ) on or before 23.11.2013.
- iii) Rs.2,57,66,628/- (two crores, fifty seven lakhs, sixty six thousand, six hundred and twenty eight) on or before 23.01.2014.

c) It is also averred by the objector that it had entered into yet another agreement of sale dated 28/7/2013 with TC Developers Pvt Ltd for purchase from it of an area measuring 23.5988 Acres situated a village Malpura, Tehsil Kotputli, Distt. Jaipur (Rajasthan) @ of Rs. 36,50,000/- per Acre for an amount totalling Rs. 8,61,35,810/- (eight crore, sixty one lakhs, thirty five thousand, eight hundred and ten ) out of which it had paid an amount of Rs. 10,00,000/- on 26/07/2013 (though the agreement of sale is dated 28/07/2013) whereas the balance amount of Rs.

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5,05,33,255/- (five crores, five lakhs, thirty three thousand, two hundred and fifty five) was payable by the vendee (objector) as per schedule given here under:-

- i) Rs. 2,05,33,905/- (two crores, five lakhs, thirty three thousand, nine hundred and five) on or before 23.09.2013.
- ii) Rs. 2,15,33,905/- (two crores, fifty one lakhs, thirty three thousand, nine hundred and five) on or before 23.11.2013.
- iii) Rs.4,30,67,810/- (four crores, thirty lakhs, sixty seven thousand, eight hundred and ten) on or before 23.01.2014.

d) It is further averred by the objector that it had, subsequent to the three above referred agreements of sale with the above named three companies, entered into Memorandum of Understanding dated 17.07.2014 jointly with the said three companies in respect of their said lands, total measuring 51.0334 Acres, situated at the above named village. In the said MOU, the three vendor companies acknowledge receipt of Rs. 3,06,03,000/- (three crores, six lakhs and three thousand) while the balance was payable as per schedule detailed in the table below:-

S.No.	Name of the companies	Total sale consideration	Paid as an advance sale consideration in Rs.	Remaining sale consideration in Rs.
1	M/s PACL Limited	Rs. 4,86,03,035/-	Rs. 2,86,03,000/-	Rs.2,00,00,035/-
2	M/s PVG Developers Pvt. Ltd	Rs. 5,15,33,255/-	Rs. 25,00,000/-	Rs.4,90,33,255/-
<del>3</del> o	M/s T C Developers Pvt. Ltd	Rs.8,61,35,810/-	Rs.25,00,000/-	Rs.8,36,35,810/-
<del>t</del>	<b>Total</b>	<b>Rs.18,62,72,100/-</b>	<b>Rs.3,36,03,000/-</b>	<b>Rs.15,26,69,100/-</b>

**Note:** It may be pointed out that in the agreement of sale dated 28/07/2013 with PACL, the said company had acknowledged receipt of Rs. 1,01,00,000/- (one crores and one lakh) leaving a balance of Rs. 3,85,03,035/- (three crore, eighty five lakhs, three thousand and thirty five) payable as per schedule in para 4(a) above but in the above chart in para 4(d) above as extracted from the MOU dated 17/07/2014, the said company acknowledges receipt of an amount of Rs. 2,86,03,000/- (two crores, eighty six lakhs and three thousand) without there being

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any mention in the MOU as to on which date and in which manner an amount Rs. 1,85,03,000/- was received by PACL from the objector.

(e) As per the said MOU, the balance amounts payable by the above named three companies were to be cleared within the time frame as detailed in the table below:-

S.No.	Name of the companies (Parties to this agreement)	Total sale consideration	Remaining sale consideration shall be payable	Remaining sale consideration shall be paid on or before:
1	M/s PACL Limited	Rs. 4,86,03,035/-	Rs. 2,00,00,035/-	30.07.2014
2	M/s PVG Developers Pvt. Ltd	Rs. 5,15,33,255/-	Rs. 4,90,33,255/-	30.12.2014
3	M/s T C Developers Pvt. Ltd	Rs.8,61,35,810/-	Rs.8,36,35,810/-	30.01.2015
<b>Total</b>		<b>Rs.18,62,72,100/-</b>	<b>Rs.15,26,69,100/-</b>	

**Note:** As per column 5 of the above table, the remaining sale consideration payable to the above named three companies was payable by 30/07/2014, 30/12/2014 and 30/01/2015 in respect of M/S PACL, M/S PVG Developers Pvt. Ltd, and M/S TC Developers Pvt. Ltd but the objector has nowhere specified as to on which date and how much amount of the remaining sale consideration payable by it to the above named three companies was paid by it, if at all and in what manner. It also needs to be remembered that M/S PVG Developers Pvt Ltd and M/S TC Developers Pvt Ltd are both subsidiaries of PACL as so described at Sr. Nos. 421 and 541 respectively of the list of its subsidiaries furnished by PACL to SEBI. Any attempted transfer by PACL or any of its subsidiary / associate without following the requirement of law would not take such properties out of the ambit of action by SEBI because the collection by PACL and its subsidiaries / associates is definitely covered under the definition of collective investment scheme within the meaning of sections 2 (b) (a) and 11-AA of the Securities and Exchange Board of India Act, 1992.

4. a) It is further claimed by the objector that out of the total land measuring 51.0334 Acres described in the MOU dated 27/7/2013, it had sold an area measuring 22.3500 Acres in favour of different persons during the years 2014 & 2015 vide separate sale deeds on the strength of GPA dated 27/07/2013 (executed in its favour by PACL only) and that mutation in respect of such sales also stand duly entered in favour of 48 out of its 50 vendees whereas the agreement of sale in respect of two such purported vendees stand duly entered as described at Sr. Nos.

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21 & 23 of the list of its 50 vendees referred to above. However it needs to be highlighted here that only one GPA exists on the file which is dated 26/07/2013 and which is executed by PACL alone in favour of the objector herein (which is in respect of an area measuring 13.176174 although the total holding of PACL as per agreement of sale dated 28/07/2013 is 13.3159 Acres) but there is no GPA in favour of the objector on behalf of PVG Developers Pvt Ltd or TC Developers Pvt Ltd and therefore it belies comprehension as to how the vendor could have sold off the remaining area which would obviously be of PVG Developers Pvt Ltd and TC Developers Pvt Ltd. Obviously therefore the area of PVG Developers Pvt Ltd and TC Developers Pvt Ltd has also been included in the area claimed to have been sold by the objector herein to 50 persons detailed in the said list appended to the objection petition in hand which it could not have done at all in as much as it had not paid the entire sale consideration to the above named three companies and nor had any of them executed any transfer deed of their respective holdings in favour of the objector by the time it entered into sale transaction with as many as 50 persons detailed in the list appended to the objection petition. Once an agreement of sale dated 28/07/2013 followed by MOU dated 17/07/2014 came to be executed by PACL in respect of its land measuring 13.3159 Acres, the GPA dated 26/07/2013 could not have been acted upon by the objector herein because the agreement of sale was specific regarding sale consideration of the said land having been fixed at Rs. 4,86,03,035/- out of which some amount had been acknowledged as having been received on 17/07/2013 whereas the balance amount was payable in two instalments extending up to 23/01/2014.

5. Reference may at this stage be next made to the provisions of sections 17 (1) (c), 24, 28 and 49 of the Registration Act, 1908 relevant portions whereof are extracted and which read as under:-

**Section 17:-**

- (i) The following documents shall be registered, .....namely:-
- a) .....
  - b) .....
  - c) **Non-testamentary instruments which acknowledge the receipt or payment of any consideration on account of the creation, declaration, assignment, limitation or extinction of any such right, title or interest;**

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- (ii) **SECTION 23. Time for presenting documents:-** Subject to the provision contained in section 24,25 and 26, no document other than a will shall be accepted for registration unless presented for that purpose to the proper officer **within four months** from the date of its execution.....
- (iii) **SECTION 28. Place for registering documents relating to land.-**Save as in this Part otherwise provided, every document mentioned in section 17, sub-section (1), clauses (a), (b), (c) 3<sup>o</sup>[(d) and (e), section 17, sub-section (2), insofar as such document affects immovable property,] and section 18, clauses (a), (b), 31[(C) and (cc)], **shall be presented for registration in the office of a Sub-Registrar within whose sub-district the whole or some portion of the property to which such document relates is situated.**
- (iv) **49. Effect of non-registration of documents required to be registered.-** No document required by section 17 [or by any provision of the Transfer of Property Act, 1882,] to be registered shall- (a) affect any immovable property comprised therein, or (b) confer any power to adopt, or (c) be received as evidence of any transaction affecting such property or conferring such power, unless it has been registered: [Provided that an unregistered document affecting immovable property and required by this Act, or the Transfer of Property Act, 1882, to be registered may be received as evidence of a contract in a suit for specific performance under Chapter II of the Specific Relief Act, 187748, 49[\* \* \*] or as evidence of any collateral transaction not required to be effected by registered instrument.

b) The cumulative effect of the aforesaid provisions of law as applicable to the facts of the case in hand is that mere agreements of sale or the MOU dated 17/07/2014 executed by the three companies named above in favour of the objector herein as detailed in para 4 of this order above cannot be considered sufficient to transfer title of the land in question from the above named three companies in favour of the objector herein and therefore the purported further transfer thereof by him in favour of 50 persons detailed in the list appended to the objection petition in hand is inconsequential more so when neither any of the three sale deeds and nor the MOU referred to above authorised the objector herein to transfer their respective holdings without the sale considerations payable to them having been fully paid to them respectively by the vendee objector herein. Consequently the sale deeds executed by the objector herein in favour of the above referred 50 persons cannot be considered to be irrevocable within the meaning of

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section 54 of the Transfer of Property Act, 1882 though so argued on behalf of the objector herein.

6. In view of the foregoing discussion, the objection petition in hand is held to be devoid of any merit and is accordingly dismissed. File be consigned to records.

**Date : 13/02/2018**

  
**R. S. Virk**  
**Distt. Judge (Retd.)**

**Note:**

Two copies of this order are being signed simultaneously one of which shall be retained on this file whereas the other one, also duly signed, shall be delivered to the objector as and when requested /applied for.

**Date : 13/02/2018**

  
**R. S. Virk**  
**Distt. Judge (Retd.)**