

INDIA NON JUDICIAL

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RS 750

भारत

सात सौ पचास रुपया SEVEN HUNDRED & FIFTY RUPEES

admissible under Rule 21 and
Stamped under the Indian Stamp
Act 1899 as amended by Act III
of 1922 and Section 82 (1) of the
Calcutta Improvement Act 1911.
Schedule LA No. 23A-50

Rs 838 P. 50

Stamp duty paid under the Indian
Stamp Act as amended by Act III
of 1899 and also as amended by
W.B Stamp Amendment Act of 1964
Additional Duty paid under the
Calcutta Improvement Act 1911

Paid in Excess.....
Total..... 1458.50
Fee Paid.....

A 187.50

R 4.00

N 2.50

194/-

Registrar of Alipore District
No. 24 Parganas

Manindra Chandra De

23/9/77

THIS DEED OF SALE is executed this the 23rd day of
of September, in the year One Thousand Nine Hundred and Seventy
corresponding to the 6th day of Asoin 1377 B.S. by SHRI
MANINDRA CHANDRA DE son of Late Purna Chandra De of 1/2A,
Ballygunge Place East, Calcutta-19, P.S. Ballygunge, District
24 Parganas, hereinafter called the VENDOR (which expression
shall unless otherwise excluded by or repugnant to the context
include and mean his heirs, successors-in-interest, executors,
representatives and assigns) in favour of 1. SHRI RABINDRA
CHANDRA SAHA, 2. SHRI BIJOY CHANDRA SAHA (minor), 3. SHRI NITYA
GOPAL SAHA (minor) sons of Shri Haran Chandra Saha. Minors

cal
231000/-
231500
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E 190.00
194.00
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1458.50



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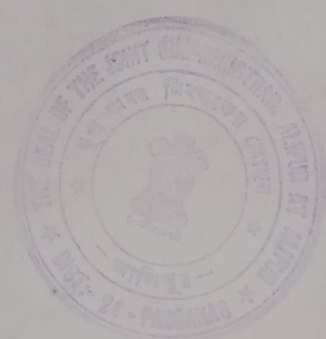
Nos. 2 and 3 are represented by their natural guardian father Haran Chandra Saha son of Late Jagari Chandra Saha, residing at Sreenagar, Calcutta-51, P.S. Dum Dum, District 24 Parganas and 4. SHRI MADHUSUDAN DAS son of Late Gopinath Das residing at No. 32, Nital Charan Dutta Lane, Howrah, P.O.P.S. and District Howrah hereinafter called the PURCHASERS (which expression shall unless otherwise excluded by or repugnant to the context include and mean their respective heirs, successors in interest executors, representatives and assigns) on the terms and conditions and payment of consideration mentioned hereinafter:-

WHEREAS all that .46 acre of land being the C.S. plots Nos. 201, 202 and 203 in entirety of Khatian No. 190 in Mouza Ibrahimpur J.L. No. 36, R.S. No. 10, P.S. Jadavpur (formerly Tollygunge), District 24 Parganas and comprised within the Touzi

57th
 Madhuni Das
 32, Kolar Ch. Dulla New Hrd
 District Collectors,
 Treasury
 No. 1579/77
 Bath

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 16580



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 Registrar of Allotment
 Dist. 24 Panna

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3.

M. C. Chandra

Touzi No.244 of Alipur Collectorate, was originally in Khash possession of the proprietor of the said Touzi No.244. It was formerly within Tollygunge Municipality. On inclusion of the Tollygunge Municipal area within Calcutta Corporation on and from 1st April,1953 last it is now within the ambit of - - Calcutta Corporation and registered therein as premises No.63, Ibrahimpur Road, in Ward No.99 AND WHEREAS prior to Cadastral Survey Settlement Operation of the area, Ajid Rahaman Mondal (alias Ajijar Rahaman Mondal) since deceased, son of late Rajjabali Mondal of Ibrahimpur Road, took settlement of the aforesaid .46 acre of land of those three C.S.plots 201,202 and 203 (in Mouza Ibrahimpur J.L.No.36) in Sthitiban Rayati Right at a consolidated annual rent of Rs.3-10 annas TO HAVE AND TO HOLD the same in absolute right and forever. It was said Ajid Rahaman Mondal's own residential house with a tank therein, trees, huts and structures etc. standing thereon and



4.

M. G. Chakrabarti, Secy.

and he used to reside there with his family and was in khas possession thereof till his death.

AND WHEREAS during the last Cadastral Survey Settlement Operation the afore-mentioned Sthitiban Rayati interest and khas possession of said Ajid Rahaman Mondal in that Homestead land of him was duly recorded in the Record of Rights as C.S. Plot No.201,202 and 203 measuring .46 acre of land of Khatian No.190 in Mouza Ibrahimpur J.L.No.36, P.S.Tollygunge (now Jadavpur), District 24 Parganas appertaining to Touzi No.244 of Alipur Collectorate and under the then - - Superior landlord, the proprietor of the Touzi No.244, Roy Dwaraknath Chakraborty Bahadur and bearing an annual rent of Rs.3-10 annas and finally published too.

AND WHEREAS said Ajid Rahaman Mondal died leaving - behind his two wives (Afijan Bibi and Naunu Bibi), three sons (1.Ainul Huq Mondal, 2.Abdul Huq Mondal and 3.Akbarali Mondal) and five daughters (1.Begum Bibi,2.Anarjan Bibi,

5244
Kasturba Das
32, Selaui di Bali

1579100

Datta

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20/11/20

Registrar of Allotment
Dist. 24 Padang



5.

Mondal

3.Fuljan Bibi, 4.Meherjan Bibi and 5.Sakina Bibi) as his only heirs and heiresses to inherit amongst others the aforesaid Sthitiban Rayati land of C.S.Plots Nos.201,202 and 203 of Khatian No.190 in Mouza Ibrahimpur J.L.No.36 and they inherited the same in their personal capacity as heirs as said late Ajid Rahaman Mondal their father made no Will or Wakf in respect of it or disposed of it in any other way.

AND WHEREAS aforesaid Ajid Rahaman Mondal was a Muslim by religion and governed by the Sunni School of Mahammedan Law, on his death by right of inheritance each of his two wives (1.Afijen Bibi and 2.Naunu Bibi) got 1/16th (i.e.one anna) share as sharer. Each of his three sons (1.Ainul Huq Mondal, 2.Abdul Huq Mondal and 3.Akbarali Mondal) got 14/88th (i.e.Two annas Ten Gendas Three Karas One and Ten by Eleven Krantis) share as Residuary and Each of his five daughters (1.Begum Bibi, 2.Anarjan Bibi, 3.Fuljan Bibi,

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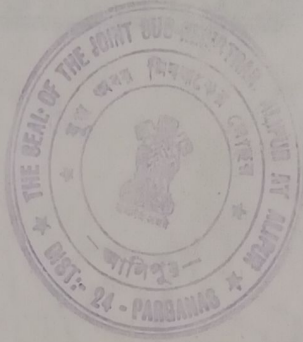
32, Dadi Ch. Datta House No

Collector

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1579/70

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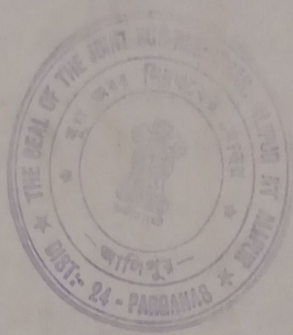
Registrar of Alibors at Alibors
Dist. 24 Parganas

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4. Meherjan Bibi and 5. Sakina Bibi) got 7/88th (i.e. One anna Five Gandas One Kara Two and five by eleven Krantis) share as Residuary of the afore-mentioned property (.46 acre land of C.S. plots Nos. 201, 202 and 203 of Mouza Ibrahimpur J.L.No. 36, the residential house of late Ajid Rahaman Mondal) and they all also went on residing therein and were in joint possession and enjoyment of the same in khas, the afore-mentioned heirs of late Ajid Rahaman Mondal, the two widows, Three sons and Five - - daughters constituted the entire body of co-sharer owners of the property,

in

AND WHEREAS later on/1959 Begum Bibi afore-mentioned one of the 5 daughters of late Ajid Rahaman Mondal aforesaid sold away her entire undivided 7/88th (i.e. one anna five - - gandas one kara and two and five by eleven Krantis) share of the aforesaid property to her brother Abdul Huq Mondal's wife Kesidan Bibi under the Deed of Sale dated 12.6.1959, Registered in Office of the Sub-Registrar of Alipur (Registered in Book No. 1, Vol. 97, Pages 153-158, Being No. 5638 for the year 1959 of the said Office), executed by said Begum Bibi in favour of Kesidan Bibi aforesaid. Still later in 1960 aforesaid late Ajid Rahaman Mondal's one of the widows Naunu Bibi and another ~~-----~~ daughter Sakina Bibi together sold their entire undivided - 25/176th (i.e. Two annas five gandas one kara, Two and five by eleven krantis) share of the said property also to Kesidan Bibi aforesaid wife of Abdul Huq Mondal under the Deed of Sale - - dated 14.9.1960 registered in the Office of the Sub-Registrar of Alipur (Registered in Book No. 1, Vol. 121, Pages 176-179, Being

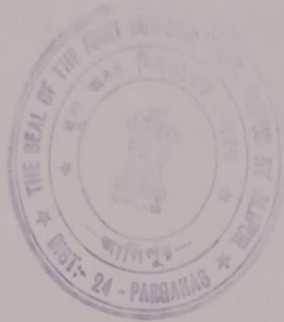


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Registrar of Alipore
Dist. 24 Parganas

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Being No.7279 for the year 1960 of the said Office) executed by said Naunu Bibi and Sakina Bibi in favour of said Kesidan Bibi And thus said Begum Bibi, Naunu Bibi and Sakina Bibi divested themselves of all their right title and interest in the property aforesaid and their entire undivided .39/178th (i.e. Three annas Ten gandas three karas one and Ten by Eleven - - Krantis) share of the said property vested in Kesidan Bibi - afore-mentioned and she went on in joint possession and enjoyment of her said share jointly with the other co-sharer owners late Ajid Rahaman Mondal's widow Afijan Bibi and 3 sons (1. Ainul Huq Mondal, 2. Abdul Huq Mondal and 3. Akbarali Mondal) and three daughters (1. Anarjan Bibi, 2. Fuljan Bibi and 3. Meherjan Bibi,

AND WHEREAS in early April, 1964 the then entire body of co-sharer owners in possession and enjoyment of the afore-said property, late Ajid Rahaman Mondal's three sons (1. Ainul Huq Mondal, 2. Abdul Huq Mondal and 3. Akbarali Mondal), widow Afijan Bibi and three daughters (1. Anarjan Bibi W/O Sheik Ohed Bux, 2. Fuljan Bibi W/O Sheik Kapiluddin Mondal and 3. Meherjan Bibi W/O Sheik Sumsuddin and afore-said Abdul Huq Mondal's wife Kesidan Bibi divested themselves of all their right, title, interest, possession and claim in the afore-said property, the entire .46 acre land of C.S. plots No. 201, 202 and 203 of Khatian No. 190 in Mouza Ibrahimpur J.L. No. 36 by selling the same out and out together with the tank therein and trees, huts and structures standing thereon and all right, title, and khas possession, all appendages, appurtenances, -



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Dist. 24 Parganas

No. 11

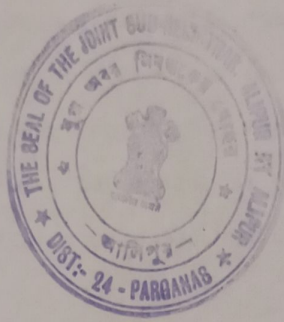
-appurtenances, liberties, easements, privileges, benefits and advantages, to the Vendor on receipt of proper consideration in four different Batches and under four different Deeds of Sale, all executed and registered on 7.4.1964 as detailed below and delivering khash and vacant possession of the same in favour of the Vendor.

DETAILS OF SALE DEEDS FOUR ABOVE.

- I. The Deed of Sale dated 7.4.1964 executed by Abdul Huq Mondal S/O late Ajid Rahaman Mondal and 2. Fuljan Bibi W/O Sheik Kapiluddin Mondal, in favour of the Vendor and Registered on the same date 7.4.1964 in the Office of the Sub-Registrar of - - Alipur (Registered in Book No.1, Vol.No.52, Pages 176-181, Being No.2614 for the year 1964 of the said Office).

- II. The Deed of Sale dated 7.4.1964 executed by 1. Kesidan Bibi W/O Abdul Huq Mondal and 2. Afijan Bibi W/O Late Ajid Rahaman Mondal in favour of the Vendor and Registered on the same date 7.4.1964 in the office of the Sub-Registrar of Alipur (Registered in Book No.1, Vol.No.61 pages 80-85, Being No.2616 for the year 1964 of the said Office).

- III. The Deed of Sale dated 7.4.64 executed by 1. Ainul Huq Mondal S/O Late Ajid Rahaman Mondal and 2. Anarjan Bibi W/O Sheik Ohed Bux in favour of the Vendor and registered on the same date 7.4.1964 in the Office of the Sub-Registrar of Alipur (Registered in Book No.1, Vol.No.59, Pages 50-55, Being No.2617 for the year 1964 of the said Office).



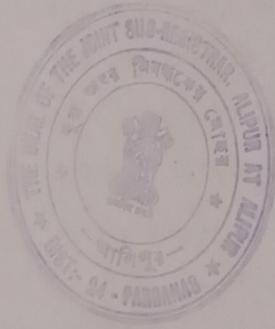
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Registrar of Allotment
Dist. 24 Parganas

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IV. The Deed of Sale dated 7.4.1964 executed by 1.Akbarali Mondal S/O Late Ajid Rahaman Mondal and 2.Meherjan Bibi w/O Sheik Sumsuddin in favour of the Vendor and Registered on the same date 7.4.1964 in the office of the Sub-Registrar of Alipur (Registered in Book No.1.Vol.No.60,Pages 43-48, Being No.2618 for the year 1964 of the said office).

And as such by virtue of his purchase mentioned in details above, the Vendor on and from 7.4.1964 became the sole owner in absolute right and in khash possession of the aforesaid entire .46 acre of land of C.S.Plots Nos.201,202 and 203 of Khatian No.190 in Mouza Ibrahimpur J.L.No.36 together with the tank therein,all the trees, huts and structures that stood thereon and all right, title, interest, claim, easements, appendages and appurtenances, benefits, liberties, privileges and advantages appertaining to or available thereto. For clear understanding of the site and - situation the entire area covered by the C.S.plots three 201,202 and 203 has been delineated and shown in the Map annexed herewith,

AND WHEREAS the afore-mentioned three C.S.plots No.201,202 and 203 of Mouza Ibrahimpur J.L.No.36 are closely situated and knit together and form a compact Block. The Public Roads to egress from and ingress into the said compact Block lie one on the North and another on the South. The Vendor with a view to disposing of the aforesaid land of the Block (C.S.Plots No.201,202 and 203 of Mouza Ibrahimpur J.L.No.36), in small plots and if possible - - - erecting buildings thereon, developed the area, filled up the tank lying within the area, raised the lower region to higher level, demolished old and dilapidated structures, bounded the entire



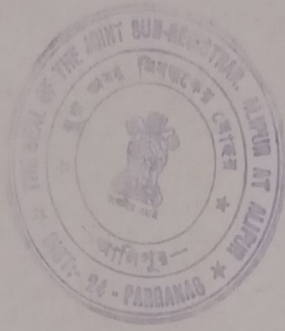
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Registrar of Companies, Alipur
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M. S. Das

entire eastern most boundary limit of the Block by erecting brick built wall, bounded the Northern most boundary limit of the Block by Brick built wall too but with one 12' ft. wide opening to egress from the Block to the Public Road on the North and to ingress into the Block from the Public Road on the North. Bounded only a portion of the Southern boundary limit by erecting some 15'-3" long brick wall commencing from the South East Corner of the Block aforesaid. On the south of the entire - - southern most boundary limit there lies some 4' ft. wide open kancha Public drain. All along beyond the entire western most boundary limit of the Block there stands a Brick built boundary wall belonging to Shri Satya Ranjan Das the owner of the land lying on the West just adjacent to the Western boundary limit of the Block.

The Vendor has also constructed three common passages in specific fixed and demarcated spaces within the Block connecting the public Roads on the North and the South for free use of the would be occupants of the area and their men, for passing and repassing within the area as well as to egress from the area to the public Roads on the North and the South and to ingress into the area from those Public Roads on the North and the South. One such common passage is 16' ft. wide all along and runs direct at about the middle of the Block commencing from the Western most boundary limit of the Block and at a distance of 53' ft. to the South from the North western corner of the Block and ending at a point at a distance of 33'-8" direct to the west from the Eastern most boundary limit of the Block. This 16' ft. wide common passage is limited within the Block having its Western most end at the Western most boundary limit of the Block and the Eastern most



Sub-Registrar of Alipore at Alipore
Dist. 24 Pabanas

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