



12-20

11. 12. 2003
May 2003
Song
Sudip Kumar Pal

11. 12. 2003

Sudip Kumar Pal.



1131



1129

Jahan Lal Pal.



1130

Sudip Kumar Pal

Rahmat Dad Khan
S/o. Khoda Dad Khan
101-B, C - R. Avenue Kat. 73.

Registration admitted by
 ① Sudip Kumar Pal -
 S/o of Mati Lal Pal -
 (2) Jahan Lal Pal Song
 wife Manick Lal Pal -
 (3) Sudip Pal
 S/o of Mati Lal Pal
 (4) Jai Dipika Pal son of
 Mati Lal Pal
 Abonent of A. Hamaranda -
 District Chhota Sonepat
 By Caste.....
 By Profession.....

Admitted by
 Name: Rahmat Dad Khan.
 S/o of Khoda Dad Khan.
 101-B, C - R. Avenue,
 Kat. 73.
 District Chhota Sonepat
 By Caste.....
 By Profession.....

Address: 24/25
 Sub-Registrar, Sonepat
 1 MAY 2003

AND

Jatin Das Pal
 Sudip Kumar Pal
 Tridib Pal
 Kali Das Pal

TODAYS ABASAN PVT. LTD., a Pvt. Ltd. firm, having its registered office at AA - 5, Rajarhat Road, 2nd floor, Jagangra, Police Station - Rajarhat, Kolkata - 700 059, District - (North), 24 - Parganas - represented by its director SRI SIDDHARTH NAG, son of late Lal Mohan Nag by faith - Hindu, by occupation - Business, residing at BA - 114, Salt Lake City, Sector - I, Kolkata - 700 064, hereinafter referred to as the PURCHASER (which term or expression shall unless excluded by or repugnant to the context be deemed to include his heirs, successors, executors, administrators, legal representatives and assigns) of the OTHER PART.

WHEREAS one Kali Das Pal and others were absolutely seized and possessed of and / or well sufficiently entitled to ALL THAT Piece and parcel of land, measuring about 1 (one) Bigha 6 (six) cottahs more or less, also together with other lands and properties, situated in Mouza - Sura, Division - 3, Sub - Division 9, Dih - Panchannagram, Touzi No. - 2833, being Old Holding No. - 6, and subsequently revenue free holding No. - 6, and 6I, under Govt. Khas Mahal, Sub - Registration Office at Sealdah, Police Station - Beliaghata, and being Old Premises No. - 8, Bahir Sura Road, within the limits of Calcutta Corporation, in the District of 24 - Parganas (North), and they had right, title, interest over the said property.

AND WHEREAS by a Registered sale Deed, dated 21.11.1905, the said Kali Das Pal and others absolutely and freely sold, transferred and conveyed the said property to one Motilal Sen and since such acquisition, said Motilal Sen has possessing and enjoying the said property as sole and absolute owner thereof and he had right, title, interest over the said property. AND WHEREAS by another Registered Sale Deed, bearing dated - 11th March, 1907, the said Motilal Sen absolutely and freely sold, transferred and conveyed the said property to one Abdul Latif and Abdul Hafiz and possession of the said property was delivered by the said Motilal Sen to said Abdul Latif and Abdul Hafiz and the said Abdul Latif and Abdul



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Jaffer Latif
 Sudip Kumar Pal
 Tridib Pal
 Dipak Pal

Hafiz jointly acquired the right, title interest over the said property AND SUBSEQUENTLY said Abdul Latif and Abdul Hafiz jointly filed Redemption Suits being Nos. - 167 & 168 for the year 1907 - 08 before the Alipore Collectorate for setting the said land (measuring about 1 (one) Bigha 6 (six) cottahs) as Revenue free land and accordingly they deposited 30 times Revenue of the said land, at a time, before the Alipore Collectorate and thus the said total land was set free from any kind of Revenue.

AND WHEREAS thereafter Abdul died intestate as bachelor and after his demise, his sister Hamidi Bidi, acquired the undivided share of his brother Abdul Latif over the property, as his only legal heir and successors and thus the said Abdul Hafiz and Hamida Bibi were the joint owners of the said land, measuring 1 (one) Bigha 6 (six) cottahs, together with other properties. AND WHEREAS said Abdul Hafiz filed a partition suit, being No. - 1026 of the year 1913 before the Hon'ble High Court at Calcutta against his sister Hamida Bibi and afterwards the said partition suit was finally decreed on 31st August, 1922 and according to the said decree of the said Partition, the said Hamida Bibi became the absolute owner of the said land, measuring about 1 (one) Bigha 6 (six), Cottahs, together with all rights thereto, situated in Mouza Sura, Division - 3; Sub - Division - 9, Dihi Panchannagram, Touzi No. - 2833, Old Holding No. - 6, and subsequently Revenue free Holding No. - 6H & I, Police Station - Beliaghata, A. D. S. R. O. at Sealdah, and recorded as old premises No. - 5 and subsequently premises no - 8, Bahir Sura Road, in the Calcutta Corporation in lieu of her undivided share in the said joint properties and said Hamida Bibi got possession of the said land and was possessing and enjoying the same as sole and absolute owner thereof and subsequently said Hamida Bibi recorded her name before the Alipore Collectorate as owner of the said land by filling a Mutation Case No. 355 for the year 1927 - 28 before the collectorate and thus said Hamida Bibi had absolute right title, interest and possession over the said land.



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Jamila binti Pal
Gulip binti Pal
Triadic Pal
Zubikar Pal

AND WHEREAS by a registered Sale Deed, bearing dated - 21st May, 1932, the said Hamida Bibi absolutely and freely sold, transferred and conveyed the said land, together with all rights and benefits thereto to one Samsul Haque and the possession of the said land was delivered by said Hamida Bibi unto and in favour of the said purchaser Samsu Haque and the possession of the said land was delivered by said Hamida Bibi unto and in favour of the said purchaser Samsu Haque and since such acquisition, said Samsul Haque was holding and possessing the said land as owner thereof and he had the absolute right, title, interest over the said land.

AND WHEREAS said Samsul Haque, by a Registered Sale Deed, bearing dated 15th February, 1993; absolutely and freely sold, transferred and conveyed **ALL THAT** plot of land, measuring about 6 (six) cottahs 7 (seven) chittaks 7 sq.ft. more or less out of the total land, measuring 1 (one) Bigha 6 (six) cottahs to one Sekh Golam Rahaman for the consideration of Rs. 2,575/- and the possession of the said land was handed over to said Sekh Golam Rahaman by the said Samsul Haque and thus the said Sekh Golam Rahaman was absolutely holding and possessing the said plot of land, measuring 6 cottahs 7 chittaks 7 sq.ft. as sole and absolute owner thereof **AND** while thus holding and possesing the said land, said Sekh Golam Rahaman died intestate on 1/12/1935 as Bachelor, leaving behind his three brothers, namely Fazle Rahaman, Golam Based and Golam Halder and his two sisters, namely Sakina Bibi and Amina Bibi, as his legal heirs and successors and by virtue of intestate succession accordingly to Mohamedan Law, the said Fazle Rahaman alongwith his two other brothers and sisters jointly acquired the right, title, interest over the said land. **AND** accordingly, they jointly obtained a Succession Certificate from the **Ld. First Munsiff at Sealdah in Act 39 case no - 364 of 1936** in respect of the said land, left by the deceased Sekh Golam Rahaman, and since then, the said Fazle Rahaman and others were relising rents from the existing tenants of the said land. **AND WHEREAS** the said Sakina Bibi, the elder sister of the deceased Sekh Golam Rahaman, died intestate on 4.12.1938, leaving behind her only son Gulam Mustafa alias Sekh Kalu and no other legal her and by virtue of intestate succession according to Mohamedan Law, the said Gulam Mustafa acquired the undivided



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Sub-Registrar, Bangalore
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right, title, interest over the said property, left by her mother Sakina Bibi AND accordingly, said Gulam Mustafa also obtained a Succession Certificate from the I.d. First Munsif at Sealdah in Act 39 Case No. - 84 of 1939 in respect of his share over the said Land.

AND WHEREAS thus the said Fazle Rahaman, Golam Based, Golam Haider and Amina Bibi Sk. Gulam Mustafa jointly became the owner of the said land, measuring about 6 cottahs 7 chittaks 7 sq.ft. more or less, situated at in Mouza - Sura, Division - 3, Sub Division - 3, Dihi Panchanagram, Touzi no - 2833, being holding No. 6H & 6I, under Govt. Khas Mahal, A D S R O at Sealdah, Police Station - Beliaghata, and was recorded as Premises No.-8, Bahir Sura Road, in the Calcutta Corporation and they had right, title and interest over the said property.

AND WHEREAS by a Sale Deed, dated-19th Ashwin, 1348 B.S., corresponds to September, 1941 and Registered in Sub - Registration Office at Sealdah in Book No. - I, Volume No. - 45, Pages 219 to 225; Being No. - 2328 for the year 1941 and made between the said Fazle Rahaman and others, therein jointly described as the vendors of the One part and one Sri Chunilal Pal, Sri Lalit Mohan and Sri Manick Lal Pal, all sons of late Bipin Behari Pal, All of 7/1, Sita Ram Ghosh Street, Calcutta, therein jointly described as the purchasers of the other part and for the consideration mentioned therein, said Fazle Rahaman and others, absolutely and freely sold, transferred and conveyed the said plot of land, measuring about 6 cottahs 7 chittak and 7 sq.ft. more or less, together with rights and benefits thereto, as more fully described in the Schedule of the said Deed, unto the said purchasers namely Sri Chunilal Pal, Sri Lalit Mohan Pal and Sri Manicklal Pal and the possession of the said land was delivered by the said Vendors unto the said purchasers AND since such acquisition, the said Chunilal Pal, Lalit Mohan Pal and Manicklal Pal had been jointly possessing and enjoying the said land freely, absolutely and without any claim or demand from an any person or persons whatsoever and each of them had undivided 1/3rd share or part over the said land.



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AND WHEREAS by another sale Deed, dated - 25.02.1942 and registered in the Sub-Registration Office at Sealdah, in Book No. - 1, Volume No. - 131 Pages 91 to 95 Being No. - 268 for the year 1942, the said Chunilal Pal, Lalit Mohan Pal and Manicklal Pal jointly purchased ALL THAT plot of Land measuring about 5 cottahs 5 chittacks more or less, situated at and being premises No. - 8, Bahir Sura Road and Holding No. - 6/H & 611, Dih - Panchannagram, Division - 3, Sub-Division - 9, A D S R O at Sealdah, Police Station - Beliaghata, within the limits of Calcutta Corporation in the District of 24 - Parganas from its the then owner Sri Sashi Bhushan Sadhukhan, S/o, Late Bamapada Sadhukhan of 27B, Hara Mohan Ghosh Lane, Kolkata and the possession of the said land was delivered by the said Sashi Bhushan Sadhukhan unto the said Chunilal Pal, Lalit Mohan Pal and Manicklal Pal and since such acquisition, the said Chunilal Pal and 2 other had been jointly possessing and enjoying the said land as joint owners thereof and they had right, title, interest over the said land, each to the extend of undivided 1/3rd share or part over the said property.

AND WHEREAS by a Partition Deed, dated-5th March, 1950, the above joint properties and other various properties were amicably partitioned by metes and bounds among the said three brothers, namely Chunilal Pal, Lalit Mohan Pal and Manicklal Pal and by virtue of the said partition Deed the said Manicklal Pal was allotted ALL THAT the two plots of land one plot of land measuring about 6 cottahs 7 chittaks 7 sq.ft. and another plot of land, measuring about 2 cottahs 2 chittaks situated at and being part of premises No. - 8, Bahir Sura Road, Police Station - Beliaghata, A. D. S. R. O. at Sealdah, within the limits of Calcutta Municipal Corporation, together with other properties in lieu of his undivided share or part over the said joint properties.

AND WHEREAS thus the said Manicklal Pal, since such partition, had been possessing and enjoying his allotted share of lands, having an area of 6 cottahs 7 chittaks 7 sq. ft. more or less and 2 cottah 2 chittaks 12 sq. ft. more or less as sole and absolute owner thereof and he duly recorded his name in the Assessment Register



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Secretary (Education)
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of the Calcutta Municipal Corporation as owner of the said properties and accordingly, the said land, measuring about 6 cottahs 7 chittaks, together with all rights and benefits thereto, was re-numbered as premises No. - 8/3, Bahir Sura Road and subsequently as Premises No. - 8/5, Sura Road and presently known and re-numbered as 8/5, Suren Sarkar Road.

AND THE vacant land, measuring about 2 cottah 2 chittaks 12 sq. ft. was re-numbered as premises No. - 8/48, Suren Sarkar Road, A N D thus said Manick Lal Pal had absolute right, title interest over the said total plot of land, measuring about 8 (eight) cottah 9 (nine) chittaks 19 sq. ft. situated at and being premises no - 8/5, Suren Sarkar Road & 8/4B, Suren Sarkar Road, under Police Station - Beliaghata, A D S R O at Sealdah, within the limits and jurisdiction of the Calcutta Municipal Corporation.

AND WHEREAS in consideration of love and affection, the said Manicklal Pal made an absolute Deed of Gift, dated 28.04.1958 and registered in the Sub-Registration Office at Sealdah, in Book No. - I, Deed No. - 938, for the year 1958 unto and in favour of his two sons, namely the Vendor No.1 herein and one Motilal Pal, since deceased (the husband of the Vendor No.2 and the father of the Vendor Nos.3 & 4) and by virtue of the said Deed of Gift, the Vendor No.1, herein along with said Motilal Pal were jointly gifted, conveyed and transferred ALL THAT premises No.8/5, Suren Sarkar Road, having the land area measuring about 6 cottah 7 chittaks 7 sq. ft. more or less by their father Manicklal Pal and possession of the said property was delivered by the said Manicklal Pal unto the Vendor No.1 and his brother Matilal Pal.

AND WHEREAS in consideration of love and affection the said Manicklal Pal, during his life-time, made and published his last Will and testament dated 9th day of August, 1978 and which was registered on 16th day of August, 1978 wherein deceased appointed jointly and/or solely executor of the deceased and the said will was registered on Office of the registrar at Calcutta for the year 1978 and bequeathed

Jaher Lal Pal
Sudip Kumar Pal

Tridib Pal
Dipika pal



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his immovable property of the land measuring 2 (two) cottahs 2 (two) Chittaks, 12 (twelve) Sq. ft. More or less situated at and being premises No. 8/4B, Suren Sarkar Road, Calcutta in favour of his two sons namely the Vendor No. 1 herein and one Motilal Pal since deceased (the husband of the Vendor No.2) and father of the Vendor Nos. 3 & 4.

of Motilal Pal
Sudip Kumar Pal

AND WHEREAS after demises of Manicklal Pal, the Vendor No.1 and said Motilal Pal have jointly acquired by Probate of the said will and it was granted by the Hon'ble Court and the right, title, interest over the plot of land measuring about 2 cottahs 2 chittaks 12 sq. ft. being premises No.8/4B, Suren Sarkar Road, Police Station - Beliaghata, Calcutta. **AND** thus the Vendor No. 1, along with his brother Motilal Pal have/had jointly acquired the right, title, interest over the said total plot of land, measuring about 8 cottahs 9 chittaks 19 sq. ft. more or less, situated at and being premises No.8/5, Suren Sarkar Road and premises No. 8/4B, Suren Sarkar Road, under Police Station - Beliaghata A D S R O at Sealdah, within the limits of Calcutta Municipal Corporation and each of them have/had undivided 1/2th share over the said property.

AND WHEREAS the said Motilal Pal died intestate, leaving behind his widow (the vendor No. 2) and his two sons (the Vendor Nos. 3 & 4) and no other heir or successor and by virtue of intestate succession according to Hindu Law, the Vendor Nos. 2 to 4 have jointly acquired the undivided 1/2th share or part over the said joint property, left by the deceased Motilal Pal.

AND WHEREAS thus the vendors have right, titles, interest over the said property and the vendors have the right to sell / transfer the said property and the said property is free from all sorts of encumbrances whatsoever.

AND WHEREAS due to urgent need of money, the vendors have jointly declared their intention to sell the said property, as more fully described in the Schedule below.

Tridib Pal
Dipika Pal



[Signature]
7 MAY 2013

AND WHEREAS the Purchaser is desirous to purchase the said property, as more fully described in the schedule below, at the price of Rs. 1,50,000/- (Rupees one lakh fifty thousand only) and the vendors, having considered the same to be the highest market price and offer available in the present market, accepted the offer of the purchaser and have agreed to sell the said property, together with right of passage and all rights of easements and appurtenances thereto, free from all encumbrances

NOW THIS INDENTURE WITNESSETH that in consideration of the said total consideration price of Rs. 1,50,000/- (Rupees one lakh fifty thousand only) only being paid to-day to the vendors by the Purchaser on or before the execution of these present as detailed in the memorandum of consideration hereunder written, the receipt whereof the vendors do and each of them doth hereby and by the execution of these present admit and acknowledge and of and from the payment of which and every part whereof acquit release and forever discharges the purchaser and also the said property hereby granted and conveyed and expressed so to be.

The vendors do hereby grant, convey, transfer, assign and assure unto and to the use, occupation and enjoyment of the purchaser for itself and its successors in office the said structure, premises and hereditaments containing an area of 8 cottahs 9 chittaks 19 sq.ft. more/less with structure/shed, fittings, fixtures and all rights of easements situated at and being premises No. - 8/5, Suren Sarkar and 8/4B, Suren Sarkar Road, within the limits of Calcutta Municipal Corporation as has been fully and specifically described in Schedule hereunder written and marked and delineated with RED border (Boundary lines) in the plan attached to these presents together with all existing easement and prescriptive rights, all walls, passages and all manner of rights lights, liberties, benefits advantages, easement, appendages and appurtenances whatsoever to the said piece and parcel of land and any part thereof usually held, used occupied or enjoyed or be appurtenant thereto or known as per and parcel of number thereof and the reversion or reversions, reminder or remainders and rents, issues and profits, thereof and all the estate right, title interest, property, claim demand whatsoever both at law and in equity of the vendor as the absolute owner in possession into and upon the said piece and parcel of structure and every



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part thereof and all the goods, documents papers and writing whatsoever relating to the said premises, hereditaments or any part thereof which now are or may hereafter be in the possession power and control of the vendor as such absolute owner or any other person or persons from whom the vendors as such owners may procure the same without action of suit TO HAVE AND TO HOLD the said property hereby granted and conveyed or expressed or intended so to be with all rights and appurtenances whatsoever appertaining thereto unto and to the use of the purchaser forever absolutely and free from all charges liens, debts, attachments and encumbrances whatsoever, and the Vendors as such in possession do hereby covenant with the purchaser that NOT WITHSTANDING ANY act, deed, matter or thing by the vendors or their predecessors made, done or executed or suffered to the contrary the vendors as such owners in possession now have good right, full power and undoubted and absolute and absolute authority to grant and convey the said property hereby granted and conveyed or expressed or intended so to be any every part thereof unto the Purchaser in manner aforesaid and the purchaser is in possession of the said property and that the purchaser shall and may or at all times hereafter peacefully and quietly hold, possess and enjoy the said property by effusion the tenants and by demolishing the old structures, bylid houses, new structures, buildings, shed etc. thereon of its own choice by mutating his names in the records of the Collectors and/or Calcutta Municipal Corporation and receive the rent issues, profits thereof without any lawful eviction, interruption, claim, demand whatsoever from or by the vendor or any person or persons lawfully or equitably claiming from, under or in trust for the vendors of their predecessors in interest and 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 will and sufficiently indemnified or from and against all manner of former and other estate, right and interest and all claims, charges, liens, debts, attachments and encumbrances whatsoever created, made, done or suffered by the vendors or their predecessor or any person or persons lawfully or equitably claiming as aforesaid and that if any of the covenants or representations of the vendors made hereinbefore as such absolute owner is hereafter found to be false or incorrect the vendor shall be liable to the



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Additional D.
Sub-Registrar (Ex.)
7 MAY 2013

Purchaser for all losses, damages, costs, charges and expenses which the purchaser may suffer, incur or put to in consequence thereof of HOWSOEVER OTHERWISE due to any fault of the vendors and shall indemnify the purchaser for such losses, damages, costs, charges, and/or expenses suffered or incurred by the purchaser.

AND Further that the vendors as such absolute owners having or lawfully or equitably claiming any estate, right, interest to or in the said property and hereditaments or any part thereof from, under or in trust for the vendors or their successors shall and will from time to time and at all times hereafter at the requests and cost of the purchase or any person or persons claiming through the Purchaser, do and execute or cause to be done or executed all such acts, deeds and things whatsoever for further and more perfectly assuring the title and possession of the said property and hereditaments and every part thereof unto and to the occupation, use and enjoyment of the purchaser in the manner aforesaid as shall or may be reasonably required.

SCHEDULE OF PROPERTY REFERRED TO

ABOVE

ALL THAT piece and parcel of land, measuring about 8 (eight) cottah 9 (nine) chittaks 19 (nineteen) sq. ft. more or less, together with the one storeyed dwelling house, having total covered area of.....35.00¹..... sq. ft. situated and lying at premises No. - 8/5, Suren Sarkar Road and 8/4B, Suren Sarkar Road, under Police Station - Beliaghata, Kolkata - 700 010, within the limits and jurisdiction of the Calcutta Municipal Corporation (Ward No. 33), in the District of 24-Parganas (South), together with all fittings and fixtures and all rights of easement over the common passage and all other rights and benefits thereto.

Jitendra Lal Pal
Sudip Kumar Pal

Tridib Pal.
Dipika Pal



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Sub-Registrar, Gurgaon
7 MAY 2003

BUTTED AND BOUNDED as follows :

On the North by : 8/4, Suren Sarkar Road
On the South by : Suren Sarkar Road
On the West by : 6-0" wide common passage
On the East by : Land of Paribala Dassi,
8/7, Suren Sarkar Road and
Tarapada Ghosh, 8/8, Suren Sarkar
Road;

IN WITNESS WHEREOF we, the vendors, do hereby sign, this Deed of
Conveyance on the day, month and year referred to above.

Signed by the Vendors :

in presence of :-

Jecaw Rath Dutt.

1. S/o Late Sankha Nath Dutt.
21, Kunda Lane, Ballygunge - Tridib Pal.
Kolkata - 700 037.

2. *Rahmat Dad Khan*

S/o Khale Jmd Khan
101-B, C.R. Avenue
Kali - 73.

Jahar Lal Pal
Sudip Kumar Pal

Dipika pal

(Vendors)



Additional
Sub-Registrar, South
7 MAY 2003



1815-06

Additional District
Sub-Registrar, South
24 Parganas

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