

Ridhannagar (Salt Lake City)

DEED OF SALE

Valued at Rs. 30,000/-

30,000

CONTRACTOR OF THE PARTY

One Thousand Nine Hundred and Eighty-six BETWEEN (1) RAWAN MONDAL son of Late Kamaruddin Mondah, (2) SAMSER MONDAL (3) SAHEB MONDAL both sons of Late Mangalluddin Mondal, (4) HASEM ALI, (5) ALLAUDDIN MONDAL, (6) JALALUDDIN MONDAL, (7) JAMALUDDIN MONDAL all sons of Late Jamser Ali Mondal, (8) UJLA BIBI wife of Late Jamser Ali Mondal, (9) TASIRANNESSA BIBI wife of Late Nurruddin Molla,

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(10) SOKARJAN BIBI wife of Golam Ali, (11) SEKANDAR ALI,

(12) OSMAN ALI, (13) ALKACH ALI all sons of Rahaman Mondal,

(14) ABDULLA MONDAL son of Late Motaleb Mondal, (15) WADEN BIBI

wife of Late Motaleb Mondal all by faith Muslim by occupation
Cultivation and Housewife residing at Hatiara, P.S. Rajarhat in

the District of North 24-Parganas hereinafter called the VENDES

(which expression shall unless excluded or repugnant to the context,

be deemed to mean and include their heirs, executors, administrators,

representatives and assigns) of the ONE PART.

AND

(1) KARUKUNNATH ABUBACKER MAKKAR son of Late Abubackker by occupation - Business, (2) MRS. RABIA MAKKAR wife of Karukunnath Abubacker Makker by occupation - Housewife both by faith Muslim residing at 171/C, Lenin Sarani, P.S............ Calcutta - 700 013 in the city of Calcutta hereinafter called the PURCHASERS



(which expression shall unless excluded or repugnant to the context be deemed to mean and include their heirs, executors, administrators, representatives and assigns) of the OTHER PART.

WHEREAS Mujdin Mondal, Mangaluddin Mondal, Komaruddin Mondal, Rahaman Mondal were seized and possessed of and/or otherwise well and sufficiently entitled to the property each having 4 (one-fourth) share ALL THAT piece or parcel of land measuring . 15 Satak comprised in C.S. Khatian No. 1073 at a yearly rent of Rs. 4/- at Mouza - Hatiara, P.S. Rajarhat, Touzi No. 169 in the District of North 24-Parganas absolutely free from all encumbrances.

AND WHEREAS Kommaruddin Mondal died intestate leaving behind him surviving his only son Ramjan Mondal on his legal heir in respect of the aforesaid property.



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AND WHEREAS Mangaluddin Mondal died intestate leaving behind him surviving the following legal heirs and representatives namely (1) Samser Monda, (2) Sahab Mondal, (3) Jamser Ali Mondal sons of the deceased and (1) Tasirannessa Bibi, (2) Sokar jan Bibi, daughters of the deceased.

behind him surviving the following legal heirs and representatives namely (1). Hasem Ali, (2) Allauddin Monda, (3) Jalaluddin Mondal, (4) Jamalluddin Mondal, sons of the deceased and Ujla Bibi wife of the deceased.

AND WHEREAS Rahaman Mondal died intestate leaving behind him surviving the following legal heirs and representatives namely (1) Sekandar Ali, (2) Osman Ali, (3) Alkach Ali, (4) Mataleh Mondal, sons of the deceased.



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AND WHEREAS Motaleb Mondal died intestate leaving behind him surviving the following legal heirs and representatives,

(1) Abdulla Mondal, son of the deceased, (2) Wadeen Bibi, wife of the deceased.

AND WHEREAS each of the heirs and heiressess named herein-before upon the death of Kamaruddin Mondal, Mongaluddin Mondal, Rahaman Mondal, Jamser Ali Mondal and Motaleb Mondal became entitled to the right, title and interest in the said property measuring ,1175 Satak out of .15 Satak comprised in C.S.Khatian No. 1073 at Mouza - Hatiara, P.S. Rajarhat in the District of 24-Parganas.

AND WHEREAS at the time of Revisional Settlement the aforesaid persons, the Vendors herein, recorded their mames under R.S.Khatian No. 1066 at Mouza - Hatiara, P.S. Rajarhat in the District of 24-Parganas and enjoyed the same jointly constructing house thereon.

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AND WHEREAS Rajab Ali Mondal, Rajak Ali Mondal and Rasid
Ali Mondal sons and legal heirs of Mujdin Mondal sold, transferred
and conveyed their Two Annas and Ten Paise share to Ramjan Mondal,
Samser Mondal, Sehab Mondal, Sekandar Ali, Osman Ali, Alkach Ali
and Jamsed Ali Mondal and Mataheb Mondal ALL THAT piece and parcel
of land measuring .0235 Satak comprised in R.S. Bag No. 639 under
R.S. Khatian No. 1066 at Mouza - Hatiara, P.S. Rajarhat in the
District of 24-Parganas.

AND WHEREAS on the death of Jamser Ali his legal heirs
namely (1) Hasem Ali, (2) Abuddin Mondal, (3) Jalaluddin Mondal,
(4) Jamaluddin Mondal and (5) Ujla Bibi and on the death of
Mataleb Mondal his legal heirs (1) Abdulla Mondal and (2) Wadeen
Bibi become entitled to their purchased property.

AND WHEREAS Ramjan Mondal and 14 others the Vendors
No. 1 to 15 well seized and possessed of the Scheduled land with

structure by virtue of inheritance and enjoyed the same with good right and absolute power of ownership and have every right to transfer the same to anybody in anyway.

AND WHEREAS the Vendors have agreed to sell and the Purchasers have agreed to purchase a plot of land, free from all encumbrances, measuring 4 (four) Cottahs with structure more fully and particularly described in the schedule hereunder within and delineated in the map or plan annexed hereto at or for the price of No.30,000/- (Nupees Thirty Thousand) only.

agreement and in consideration of &.30,000/- (Rupees Thirty Thousand) only to Vendor paid by the Purchaser as per Memo below: at or immediately before the execution of these presents (the receipt whereof the Vendors doth hereby as well as by the receipt hereunder written, admit and acknowledge and of and from same and every part thereof hereby acquit, release and for ever discharge the said Purchaser as well as the said land, particularly described in the Schedule hereunder written). The Vendor doth hereby sell, grant, transfer, convey, assign unto the Purchaser free from all encumbrances attachments, charges, liens, lispendent ALL THAT piece or parcel of Rayat Dakhali Swattiya Land with structure and the right of common passage and all rights easements and appurtenances as particularly mentioned and described in the Schedule hereunder written TO HAVE AND TO HOLD the said land hereby granted, transferred, conveyed and assigned or

expressed or intended so to be with the appurtenances unto the Purchaser absolutely and for ever free from all encumbrances whatsoever.

The Vendors doth hereby covenant with the Purchasers :-

1. THAT notwithstanding any act deed matter of thing whatsoever done by the Vendors or their predecessors in title or any of them done executed or knowingly suffered to the contrary, the Vendors are fully and absolutely seized and possessed of condition use trust or other thing whatsoever to alter or make void the same;

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2. That notwithstanding any such act deed or thing whatsoever aforesaid, the Vendors now have good right, full lawful absolute authority and indefeasible title to grant convey transfer and assign his land hereby granted, transferred and assigned or expressed or intended to be with the appurtenances unto and to the use, of the Purchasers in the manner aforesaid and according to the true intent and meaning of these presents;

3. That the Purchasers shall and may from time to time and at all times hereafter peaceably and quietly hold occupy possess and enjoy the land with structure hereby granted transferred and assigned and take rents and profits thereof for her absolute use and benefit without any lawful hindrance, interruption, disturbance, suit, eviction, claim or demand whatsoever from or by the Vendors or any person or persons whatsoever;

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4. THAT free and clear and freely and clearly and absolutely acquitted exonerated and released or otherwise by and at the costs and expenses of the Vendors were and sufficiently saved defended kept harmless and other estate rights, title, claim, mortgages, charges, lien, lispendens, attachments and encumbrances whatsoever;

AND

- claiming any estate right, title or interest unto or upon the said land and every 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 at all times hereafter at the requests and costs of the Purchasers do and execute or cause to be done or executed all such acts, assurances, and things whatsoever for further better, and perfectly assuring the said land with structure hereby granted conveyed, transferred and assigned or expressed or intended so to be and transferred and assigned and every part thereof unto and to the use of the said Purchasers in the manner aforesaid as may be reasonably required;
- 6. THAT the said land with structure or any and every part thereof
 is not attached in any proceeding including certificate proceeding started by or at the instance of Income Tax, Wealth Tax or
 Gift Tax authorities or Department or under the provisions of the

Public Demand Recovery Act or otherwise and that no certificate has been filed in the office of Certificate Officer under the provisions of the Public Demands Recovery Act and no steps taken in execution of any certificate at the instance of the Income Tax and/or Wealth Tax and/or estate duty authorities;

A N D

7. THAT no notice issued under the Public Demand Recovery Act, has been served on the Vendors nor any such notice has been published;

A N D

- 8. THAT the Vendors have not yet received any notice of requisition or acquisition of the property described in the schedule below;
- 9. That the Purchasers and all persons or person claiming through under him shall have undisputed and all manner of rights through over or under the common passage.

It is hereby declared that the land, described in the Schedule below, is the self-acquired property of the Vendors and they are not the benamdar of the any one.

AND the Vendors deliver this day khas possession of the said land with structure unto the Purchasers.

SCHEDULE OF THE PROPERTY

ALL THAT piece or parcel of Bastu land with structure containing an area 4 (four) Cottahs, more or less, comprised in C.S. Dag No. 595/1615, R.S. Dag No. 639 under C.S.Khatian No. 1073, R.S.Khatian No. 1066 within the limit of Rajarhat Police Station, Addl. Dist.Sub-Registration Office - Bidhannagore and according to the Settlement Record of Rights finally published the plot is comprised at Pargana - Kalikata, Mouza - Hatiara, J.L.No. 14, R.S.No. 188, Touzi No. 169 in the District of North 24-Parganas.

The annual proportionate rent Rs. 1.75 is payable to the Collectorate of North 24 Parganas.

The property is butted and bounded as follows :-

North: Panchayet Road. South: K.A. MAKKAR

East. : K.A. MAKKAR. West : R.S. Dag No. 649.

MEMO OF CONSIDERATION

Paid in Cash:			
21.4.1986	11.	Rs.	4,500/-
12.5.1986		Rs.	4,800/-
2.6.1986		Rs.	4,500/-
11.7.1986		Rs.	4,000/-
19.8.1986		Rs.	4,000/-
8.9.1986	4 194 A	Rs.	4,200/-
9.10.1986		Rs.	4,000/-
		Rs.	30,000/- *

(Rupees Thirty Thousand only)

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Signature of the Vendor.

3: इंग्रिया आस (द्वीत्रा तील अधि IN WITNESS WHEREOF the Vendor hath hereunto set and subscribed their hands and seal on the day, month and year first above written.

Witnesses :

า. รุ่มประกอบญ

2. स्थित क्षेत्र अर्थक 2४/६ इम उपाय क्षेत्र अर्थ रमण्ड क्षेत्र क्षेत्र क्षेत्र क्षेत्र रमण्ड क्षेत्र क्षेत्र क्षेत्र क्षेत्र

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