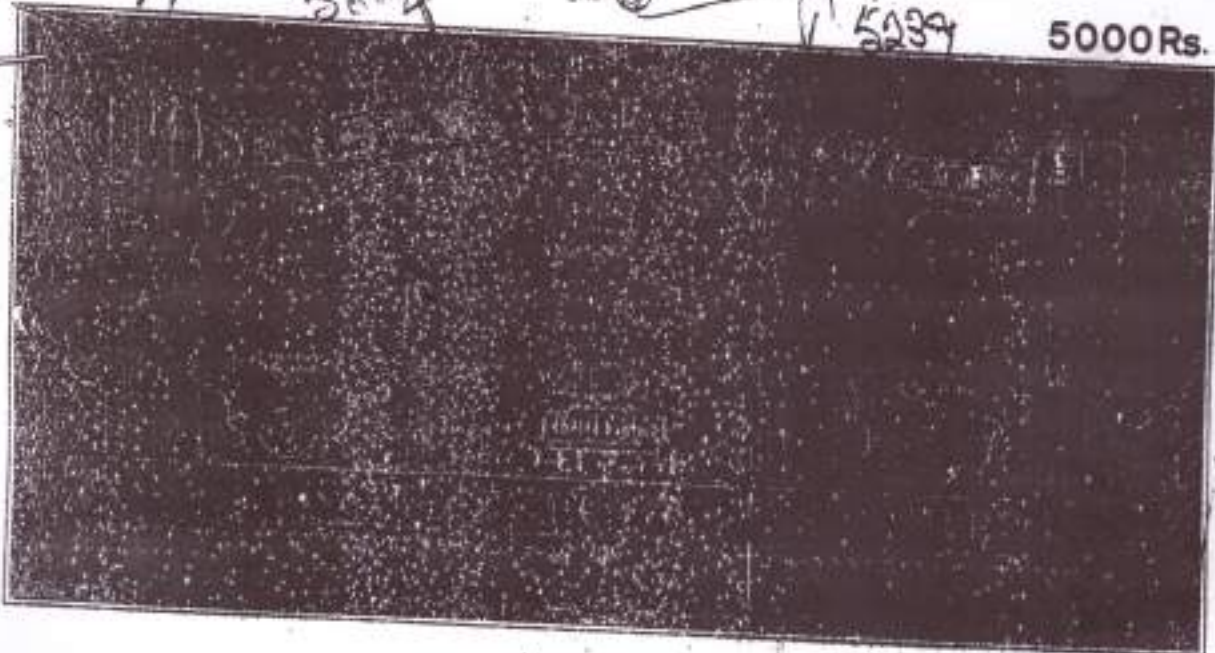


560A

SL-5

5239

5000Rs.



528
 23
 528
 4200/-
 980
 5240/-



800 50/-
 900 121/-
 921/-

THIS INDENTURE OF CONVEYANCE made this 4th day of April
 One Thousand Nine Hundred Eighty-seven B.E.T.W.E.E.N (1) ABDUL
HAFIZ son of Late Abdul Bari (2) MST. ASMA KHATOON wife of
 Late Abdus Salam (3) ARIF KALAM (4) TEASMIN BEGUM (5) NAJMA
BEGUM (6) MD. ASLAM (7) MUNNI BEGUM all sons and daughters
 of Late Abdus Salam, all residing at 7, Gostagar Lane, P.S.
 Beniapukur, Calcutta - 14 hereinafter collectively called
 and referred to as the 'VENDORS' (which expression unless
 excluded...



No. 29
A. F. Pallassan
T. ad. Ponnani

~~Handwritten text, mostly illegible due to blurring and overlapping marks.~~

- 1) Abdul Kafi 510
- 2) Abdul Bari
- 3) Must. Asma Khatun
- 4) Abdus Salam
- 5) Arif Kalam
- 6) Yasmin Begum
- 7) Nayna Begum
- 8) Md. Aslam
- 9) Muni Begum
- 10) all sons & daughter of late Abdul Salam
- 11) all residing at 7, Alagar Lane. P.S. Ponnani Dist. Alappuzha.
- 12) all by case + Muslim
- 13) all by Progeny 1, 3, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.

District Sub-Registrar
Ponnani, Alappuzha
21-4-87

Abdul Kafi
v. c. T. D.
534

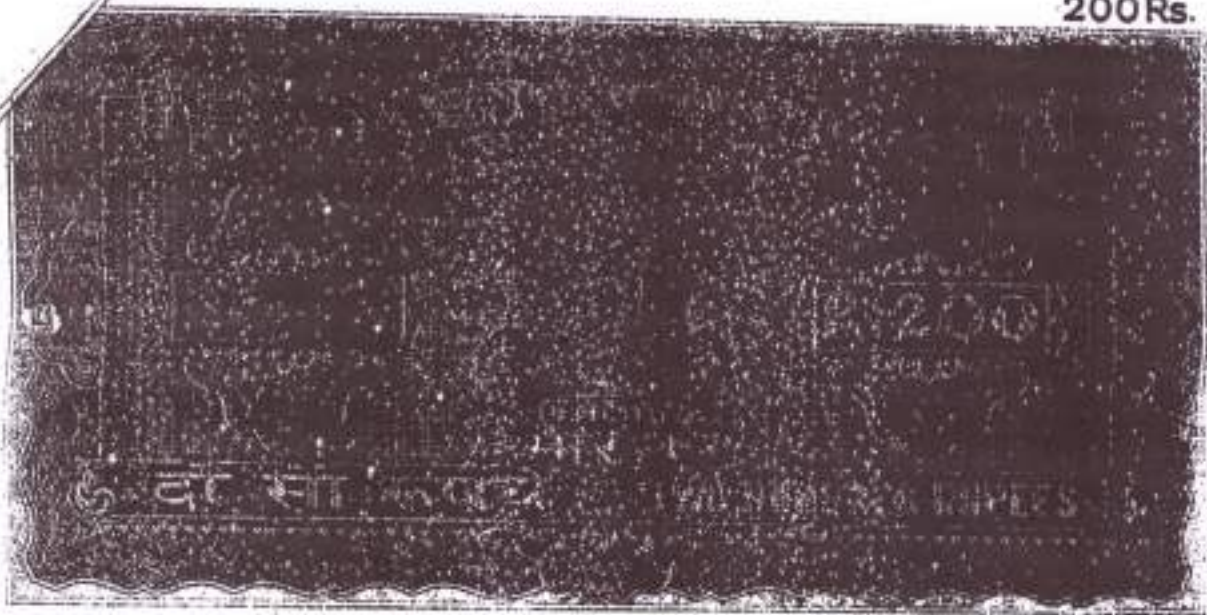
Abdul Kafi
v. c. T. D.
535

Yasmin Begum
v. c. T. D.
536

~~Handwritten notes and signatures, mostly illegible.~~

Neelam Khatun
v. c. T. D.
537

District Sub-Registrar
Ponnani, Alappuzha
21-4-87



- 2 -

excluded by or repugnant to the context or subject shall be deemed to mean and include their respective heirs, executors, legal representatives, administrators and assigns);

A N D

M/S. PARK HOUSING CORPORATION a registered Partnership Firm within the meaning of Indian Partnership Act, 1932 hereinafter called and referred to as the 'PURCHASER' (which expression unless excluded by or repugnant to the context or subject shall be deemed to mean and include its successors, administrators and assigns) of the OTHER PART :

W H E R E A S by an Indenture of Conveyance dated 5th September, 1877 and made between Masum Bibi and Dulal Bibi both daughters of Late Pir Mohammed therein referred to as Vendors...



-: 3 :-

Vandors of the One Part and Abdul Rahman son of Late Moulvi Md. Tayeb referred to as the Purchaser of the Other Part and registered with the Sub-Registrar Sealdah, District 24-Parganas and recorded in Book No. 2 Volume No. 7 Being No. 947 Page No. 274 for the year 1877, the said Masum Bibi and Dulal Bibi for the consideration therein mentioned sold, transferred, assured conveyed and assigned unto and to the said Abdul Rahman ALL THAT the piece and parcel of land containing by admeasurement an area of 31 Cottahs more or less situated lying at and being premises No. 39, 39/1A, 39/1B, Darga Road originally premises No. 39, Darga Road under Holding No. 311 formerly Holding No. 57, 58 and 61-4A in Mouza Tiljala, Pargana Dehi-Panchannagram, Sub-Division IV, Sub-Registry Office Sealdah, P.S. Beniapukur, District 24-Parganas more fully and particularly described in the Schedule thereunder written and the said Purchaser having constructed several number of tile shed structures was in possession and in enjoyment with right...

an area of 3 Cottahs & Chittacks ~~more~~ or less lying at and being part of the aforesaid premises No. 39, 39/1B, Darga Road, Calcutta-17 and upon the death of the said Abdul Bari in or about 1937 his property devolved upon his 3 sons namely Abdul Rauf, Abdus Salam and Abdul Hafiz;

AND WHEREAS the wife of Abdur Rouf died without any issue and Abdur Rauf died thereafter in or about 1971 his share in property devolved upon his two brothers Abdus Salam and Abdul Hafiz;

AND WHEREAS Abdus Salam died in or about 1977 leaving behind him his wife, Asma Khatoon, two sons namely Arif Kalam and Md. Aslam and three daughters namely Yeasmin Begum, Najma Begum and Munni Begum and the undivided share of 1 Katha 12 Chittacks land of the said Abdus Salam was inherited by his said wife and children in terms of Mohammedan Law;

In the premises Abdul Hafiz, Asma Khatoon, Arif Kalam, Yeasmin Begum, Najma Begum, Md. Aslam and Munni Begum the Vendors herein are seized and possessed of and are well and sufficiently entitled to the portion of land measuring an area of 3 Cottahs & Chittacks out of 27 Cottahs ~~more~~ or less lying at and being part of the premises No. 39, 39/1B, Darga Road, P.S. Beniapurkur, Calcutta - 17 with tile shed structures thereon occupier by tenants more fully described in the Schedule hereunder written (hereinafter referred to the said property);

AND WHEREAS a suit has been filed by the Vendors as co-sharers of the said property against other co-sharers, Sri Malati...

Malati Madhab Bose and fifteen others in the said property, being Title Suit No. 9 of 1977 pending in the Court of 9th Asst. District Judge at Alipora, South 24-Parganas for partition of their property;

AND WHEREAS the Vendor agrees to sale and the Purchaser agreed to purchase on as is where is basis but free from encumbrances, charges, liens, attachments, acquisition, requisition trust whatsoever nature all that the piece and parcel of land measuring an area of 3 Cottahs & Chittacks with tile shed in the said property occupied by the tenant at and for a consideration of Rs.49,000/- (Rupees Forty nine thousand) only.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the said sum of Rs.49,000/- (Rupees forty nine thousand) only well and truly paid to the Vendors by the Purchaser at or immediately before the execution of these presents (the receipt whereof the Vendors doth hereby as also by the receipt hereunder written admit and acknowledge and of and from the same and every part thereof forever acquit releases and discharges the Purchaser and the said property) the said Vendors doth hereby by these presents grant transfer convey assure and assign unto and in favour of the Purchaser ALL THAT the piece of land containing by admeasurement an area of 3 Cottahs & Chittacks out of 27 Cottahs more or less situate lying at and being a portion of premises No. 39 and 39/1B, Darga Road with tile shed structures standing thereon more fully and particularly described in the Schedule hereunder written (hereinafter referred to as the said property) OR HOWSOEVER OTHERWISE the said premises now
are...

are or is or at any time heretofore were or was situated butted bounded called known unnumbered described or distinguished TOGETHER WITH all buildings, structures, fittings, fixtures, yards, sewers, drains water, water-courses, lights, liberties rights, privileges, easements, advantages, appendages and appurtenances whatsoever to the said premises or any part thereof belonging or anywise appertaining therewith as part or parcel or member thereof or reputed to belonging to or be appurtenant thereto TOGETHER WITH all deeds pattahs and muniments of title exclusively relating to or concerning the said premises or any part thereof which now are or hereafter shall or may be in the possession custody or power of the Vendors TO HAVE AND TO HOLD the said premises hereby granted conveyed transferred assigned and assured or otherwise expressed or intended so to be unto and to the use of the Purchaser absolutely and forever AND the Vendors doth hereby covenant with the Purchaser that notwithstanding any act deed or thing by the Vendors done or executed or knowingly suffered to the contrary, the Vendors now have good right full power and absolute authority to grant convey transfer assign and assure the said premises hereby granted conveyed transferred assigned and assured or otherwise expressed or intended so to be unto and the use of the Purchaser in manner aforesaid AND that the Purchaser shall and may at all times hereafter peaceably and quietly hold possess and enjoy the said premises and every part thereof without any lawful eviction interruption claim or demand whatsoever from or by the Vendors or any of them or any person or persons lawfully or equitably claiming from under

or...

or in trust for them AND that free from all encumbrances whatsoever made or suffered by the Vendors or any of them or any person or persons lawfully or equitably claiming as aforesaid AND FURTHER that the Vendors and all persons having or lawfully or equitably claiming any estate or interest in the said premises or any part thereof from under or in trust for the Vendors shall and will from time to time and at all times hereafter at the request and cost of the Purchaser do and execute or cause to be done and executed all such acts, deeds and things whatsoever for farther and more perfectly assuring the said premises and every part thereof unto and to the use of the Purchaser in manner aforesaid as shall or may be reasonably required.

SCHEDULE OF THE PROPERTY :

ALL THAT piece and parcel of 3 Gostaks & Chittaks of land more or less together with structure made of brick wall corrugated tin and tile shed situate and lying at and being a portion of the premises No. 39, 39/1B, Darga Road, under Holding No. 311 formerly Holding No. 57, 58 and 61-4A and Ward No. 64 formerly Ward No. 58 in Mouza Tiljala Pargana - Dihl Panchannagram, Sub-Division - IV; Sub-Registry Office Sealdah in the District South 24-Parganas, P.S. Beniapukur, Calcutta - 700017 which butted and bounded as shown in the annexed plan with Red border as follows :

ON THE NORTH : 39/1A, 37A & 38/C Darga Road

ON THE SOUTH : 40, Darga Road

ON THE EAST : Darga Road


ON THE WEST : Talbagan Lane

IN...

IN WITNESS WHEREOF the Vendors hath hereunto set and subscribed their hands and seals the day, month and year first above written.

SIGNED SEALED AND DELIVERED

by the VENDORS at Calcutta in the presence of :

- 1. Abdul Halim
3#9 Shah Amroo Lane
Calcutta-23
- 2. Munni Begum
- 3. Abdul Wahid
- 4. Yasmin Begum
- 5. 
(L.T.J. of Nazim Begum)
By the pen of A. P. Rishi (Assistant)
- 6. Md. Aslam
- 7. Munni Begum

Identified by me
Abdul Halim
 3#9 Shah Amroo Lane
 Calcutta-23
 Read over and explained
 by me. Qazi Jafarullah
 Advocate.

VENDORS

MEMO OF CONSIDERATION

RECEIVED from the withinnamed Purchaser
the within-mentioned sum of Rs. 49,000/- (Rupees
Forty nine thousand) only in the manner as
follows :

490 Pieces of R.B.9 MKS of Police
Memo $490 \times 100 = 49,000$
By Cash / execution dated 4.4.1987. Rs.49,000/-

(Rupees Fortynine thousand only).

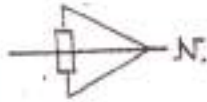
Witnesses : Abdul Halim

1. 3A, Shah Aman Road, Calcutta - 23
2. Mentu Mukherjee, Adipore, Police const, Cheel = 27
1. Abdul Hafiz
2. Ullah
3. Arif Kalam
4. Yamin Begum
5. [Redacted]
6. Md. Aslam (R.T. of Nazim Begum)
7. Munni Begum

Drafted by me.
Qazi Jafar Khan
Advocate

VENDORS

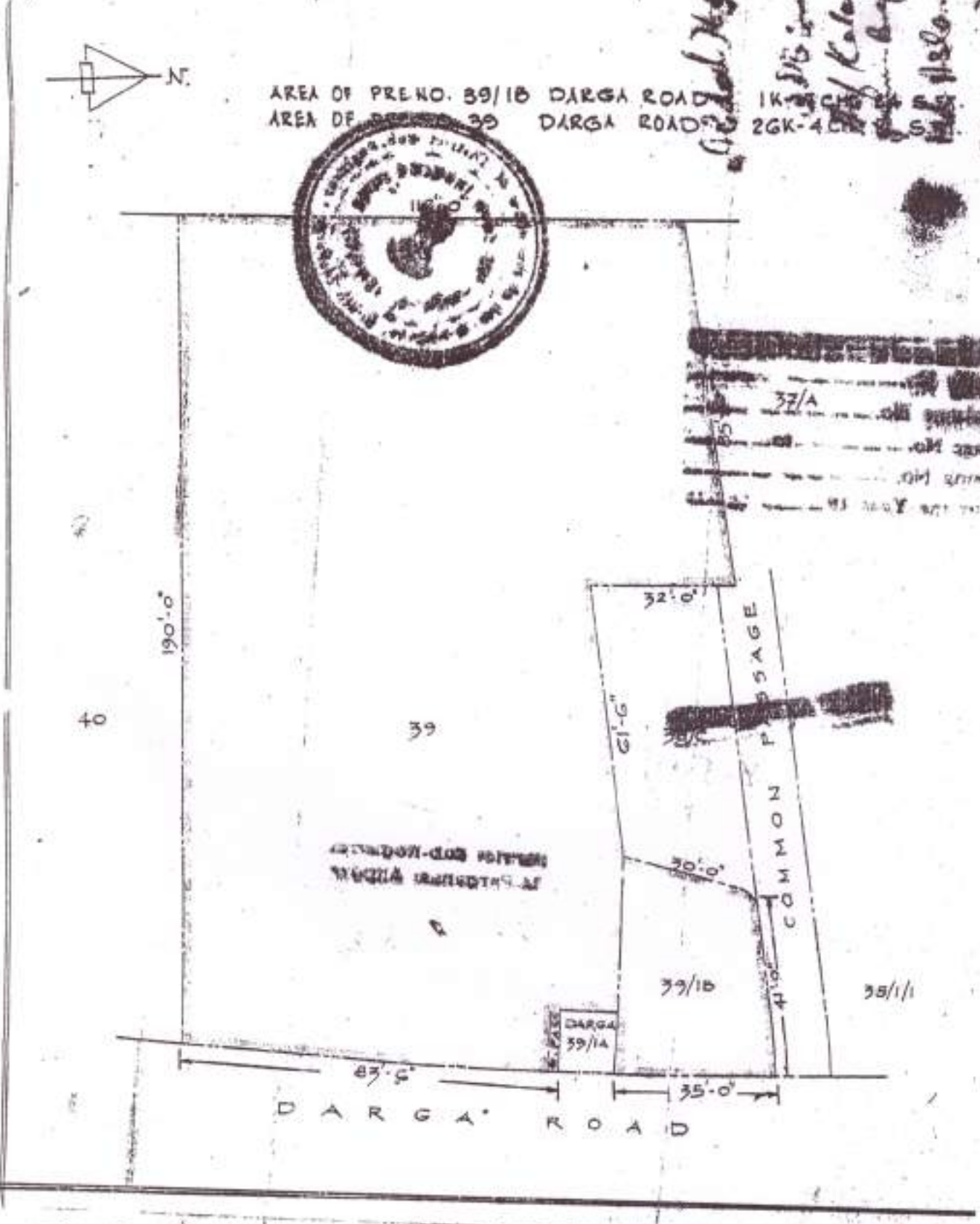
ED PLAN OF
 RE. No 39^A DARGA ROAD. CAL.-17
 SCALE = 1 IN = 30 FT.



AREA OF PRE NO. 39/1B DARGA ROAD
 AREA DE PRE NO. 39 DARGA ROAD

IK...
 2GK-4...

Handwritten notes:
 10/10/1953
 Division
 of Kalan
 ...
 ...



DATED THIS 4th DAY OF APRIL, 1987.

BETWEEN
ABDUL HAFIZ AND OTHERS
AND
M/S. PARK HOUSING CORPORATION



DEED OF CONVEYANCE

REGISTERED
24.87



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8/8/87

Mr. Q. F. RAHMAN,
Advocate, High Court,
7, Old Post Office Street,
Calcutta - 700 001.