

July One thousand Nine hundred Righty-seven BETWEEN

(1) ABBUL HAID (2) NOORJAHAN BEGUN alias HUSNA - son and
daughter of late Abul Kari both residing at 14, Khanka Sar
Lane, P.S. Taltala, Calcutta-14 hereinafter called and refe
to as "VENDORS" (which expression unless excluded by
repugnant to the context or subject shall be deemed to mea
and include their respective heirs, executors, legal repre
tatives, administrators and assigns) of the ONE PART:

AND

M/S. PARK HOUSING CORPORATION a registered partnership fir within.

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within the meaning of Indian Partnership Act, 1932 carryin its business at and from 11/18, Bright Street, Calcutte-70 bereinafter called and referred to as "P U R C H A S E R" (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.

1977 and made between Masum Bibi and Dulal Bibi both daught of Late Pir Mohammed therein referred to as VENDORS of the ONE PART AND ABDUL RAYMAN son of Late Moulavi Md. Tayeb referred to as the PURCHASER of the OTHER PART and registe with Sub-Registrar, Sealdah, District 24-Parganas and recein Book No.2, Volume No.7, Being No. 947, Pages 274 for the year...

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year 1877 and the said Masum Bibi and Dulah Bibi for the consideration therein mentioned sold, transferred, assured conveyed and assigned unto am to the said Abdul Rahman ALL THAT the piece and parcel of land containing by admeasurement an area of 31 Cottabs more or less situated lying at and being premises No. 39, 39/1B, Darga Road, originally premises No. 39, Darga Road under Holding No. 311 formerly Holding No. 57, 58 and 61-4A in Mousa Hijala, Pargana Debi-Panchannagram, Sub-Division IV, Sub-Registry Orfice Sealdah, P.S. Beniapular, District: 24-Parganas more fully and particularly described in the Schedule thereinder written and the said Purchaser having constructed several number of tile shed structure was in possession and in enjoyment with right title and interest without any interruption from others and paid the statutory taxes regularly,

AND WHEREAS the said Abdur Rahman died in or about 1897

leaving behind him Barsiran Bibi (1st wife) and Shamsa Bibi (2nd wife) and 5 sons namely Abdul Bari, Abdul Baki, Abdul Safi, Abdul Kafi, Abdul Hadi and three daughters, Hamida Bibi, Jamila Bibi and Shaida Bibi by the first wife and three daughters Khairunnessa Bibi, Bilati Bibi and Funna Bibi by the second wife as mentioned hereinabove;

AND WHEREAS some portion of the land measuring an area of about 181 Sft. more or less in the premises being No.39/1A, Darga Road acquired by the local people for construction of 'Darga' which has been duly registered in the Assessment Registrar of Calcutta Municipal Corporation;

AND WHEREAS some portion of the land measuring an area of 492 Sft. and 25 Sft. had been acquired by the Calcutta Improvement Trust vide No. P/9, C.I.T. Scheme XXXV for common passage on the Northern side and Southern side and road alignment. The area of about 517 Sft. or 11 Chittaks 22 Sft. more or less in the said premises being No. 39 and 39/1B, Darga Road, has been acquired by the aforesaid authority;

AND WHEREAS About Hadi died leaving his mother Bashiran Bibi, bis wife, Rawshan Akhter and other children as his beirs and successors;

AND WHEREAS thereafter Shahida died leaving behind her mother Bashiran Bibi, four brothers vis. Abdul Bari, Abdul Baki, Abdul Kafi, Abdul Safi and two sisters vis. Hamida and Jamila as her sole heirs and successors;

AND WHEREAS thereafter Khairunnessa, Belati Bibi and Funna Bibi died...

died one after another before their marriage leaving behind four step-brothers viz. Abdul Bari, Abdul Baki, Abdul Kafi, Abdul Safi and the step-sisters viz. Hamida Bibi and Jamila Bibi as her heirs and successors;

AND WHEREAS the said Abdul Kafi one of the sons of Late Abdul Rahman by his 1st wife having inherited 2 Annas 13 Gandah 1 Kara 2 Kranti 5 Tils measuring an area of 3 Cottahs 8 Chittaks of land more or less and being part of the aforesaid premises No. 39, 39/1B, Darga Road, Calcutta - 700017 as per Nohammadan Law of inheritance in view of the facts and circumstances stated hereinabove and he died on or about 3rd April 1942 leaving behind his son Abdul Hamid and daughter, Hoorjahan Begum alias Huena the Vendors herein;

AND WHEREAS a suit has been filed by one Abdul Salam (since deceased) and Abdul Hafiz both co-sharers of the said property against other co-owners, Sri Malati Madhab Bose and fifteen other co-sharers including the said Hamid and Husna Begum the Vendors herein in the said property, being Title Suit No. 9 of 1977 pending in the Court of 9th Asst. District Judge at Alipore, South 24-Parganas for partition of their property;

IN THE PREMISES the vendors Abdul Hamid and Noorjahan Begum slias Husna are jointly seized and possessed of and/or well and sufficiently entitled to the portion of undivided land measuring an area of 3 Gottaha & Chittaka out of the 27 Gottaha more or less in the proportion of 2:1 lying at and being part of the premises No. 39, 39/1B, Darga Road, P.S. Deniapukur, Calcutta-700 017 with structure thereon morefully described in the --

property) free from all encumbrances, charges, liens, attachments, acquisition and requisition, trust whatsoever on as is
where is basis with tenants paying rent to other co-sharers and
co-owners of the property;

AND WHEREAS the Vendors agreed to sale and the purchaser agreed to purchase free from encumbrances, charges, liens, attachments acquisition, requisition and whatsoever nature on as is where is basis and with tenants as aforesaid all that the piece of undivided land measuring an area of 3 Cottabs & Chittaks with tile shed in the said property at and for a consideration of Rs.49,000/- (Rupees thirtynine thousand) only.

NOW THIS INDEXTURE WITNESSETH that in pursuance of the said agreement and in consideration of the said sum of Rs.49,000/-(Rupees fortynige thousand) only Well and truly paid to the Vendors by the Purchaser on or immediately before the execution of these presents (the receipts 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 for ever acquit releases and discharges the Purchaser and the said property) the seid Vendors doth hereby by these presents grant transfer convey assure and assign unto and in favour of the Purchaser ALL THAT the undivided piece of land containing by admessuremen an area of 3 Cottabs 8 Chittaks out of 27 Cottabs more or less situate lying at and being a portion of premises No. 39 and 39/1B, Darga Road with tile shed structure standing thereon more fully and particularly described in the Schedule hereunds: written ...

written (hereinafter referred to as the said property) OR HOWSDEVER OTHERWISE the said premises now 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 pattabs and muniments of title exclusively relating to or concerning the said premises or any part thereof 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 Purchase in manner aforesaid A N D that the Furchaser 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 in trust for them all that free from all encumbrances whatsoever made or suffered by the Vendor 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 Vendorss shall and will from time to time and at all times hereafter at the request and cost of the Furchaser do and execute or cause to be done and executed all such acts, deeds and things whatsoever for further and more perfectly assuring the said premises and every part thereof unto and to the use of the Furchaser aforesaid as shall or may be reasonably required.

## SCHEDULE OF THE PROPERTY :

ALL THAT piece and parcel of 3 Southha & Chittaks of land more or less together with structure made of brick wall corrugated tin and tile shed situate and lying at and being portion of the premises No.39, 39/18, Darga Road, under Holding No. 311 -- formerly Holding No.57, 58 and 61 and Ward No.04 formerly Ward No. 58 in Nouza Thijala Pargana Dibi 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 : By 37/A, 38/G. Darga Road

ON THE SOUTH : By 40. Darga Road,

ON THE EAST : By Darga Road

ON THE WEST : Talbagan Lane.

Assur

IN WITHESS WHEREOF the Vendors hath hereuntoset and subscribed their hands and seal the day, month and year first above written.

SIGNED SEALED AND DELIVERED

at Calcutta in the presence

of :

Abdul Hamid

1. Mentwhiteroigne stipose folice coust Cal=27

VENDORS

2. Gopal Chandra Makherjee Acipare Palia Court-Cal-27 Identified bypure.

Red own and explained by hu.

RECEIVED from the Purchaser the withinmentioned sum of Rs.49.000/- (Rupees Forty nine thousand) being the full consideration as per Memo below:

Rs. 49,000-00

## MEMO OF CONSTDERATION :

By coah in hand bo. 49000.00 / Rupees Fostymine thousand ) only

Witnesses:

1. Monter huthorije

Hodel Hand

VENDORS

LUCKTAMA BER

ROOKTAMA BER

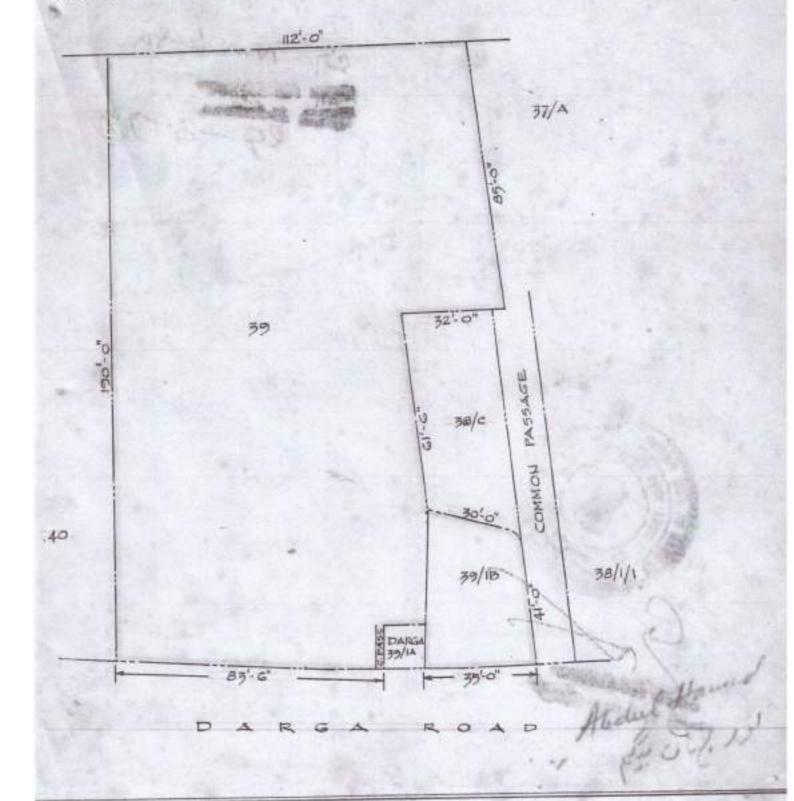
O. F. REALCO

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DEED PLAN OF PRE. No. 39 \$ 39/18, DARGA ROAD. CAL-17 SCALE :- IIN = 30 FI

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AREA OF PRE. NO. 39 DARGA ROAD - 1K-7CH- 24 S.FT.
AREA OF PRE. NO. 39 DARGA ROAD - 26K-4CH-21 S.FT.



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BETWEEN

ABDUL HAVID AND ANOTHER

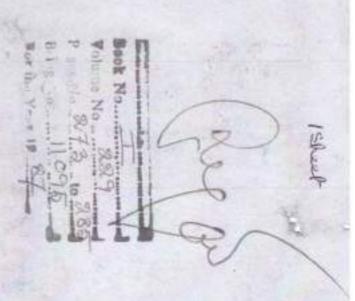
---- AND

M/s. PARK HOUSING CORPORATION



DEED OF CONVEYANCE





Mr. Q. F. RAHVAN, Advocate, High Court, 7, Old Post Office Street, Calcutta-700001.