

I HIR



Record to Panchna Jagan  
 4/522 (2)  
 1975/12/15  
 27/5/78  
 4/1/78  
 20-4-78  
 or 23+50  
 1865/-  
 471.20  
 74  
 2331/-  
 229.50  
 6.00  
 238.50  
 24.4.78

DEED OF CONVEYANCE

THIS INDENTURE made this day of 24<sup>th</sup> day of April One Thousand  
 Nine hundred Seventy eight BETWEEN ANWAR AHMAD son of Late  
 Hafiz Mohammed Ghufraan , by faith - Muslim, by occupation -  
 Landholder, residing at 70, 70/1, Debendra Chandra De Road,  
 P. S. - Entally, Calcutta- 15, District- 24 - Parganas, herein-  
 after called and referred to as the VENDOR ( which term or

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-: (2) :-

expression shall unless repugnant to or excluded by the context shall mean and include himself, his heirs, executors, administrators representatives and assigns ) of the ONE PART :

A N D

KISMATUL NESSA wife of Tawakkal Khan by faith- Muslim , by occupation - Housewife, residing at 73, Debendra Chandra Dey Road, P. S. - Entally, Calcutta- 15, District- 24 - Parganas, hereinafter called and referred to as the PURCHASER ( which term or expression unless excluded by or repugnant to the context shall mean and include herself, her heirs, executors, administrators, representatives and assigns ) OTHER PART.

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-: (3) :-

WHEREAS one Md. Islam and the father of the Vendor Hazi Md. Ghufran (deceased) became the absolute owner (each having undivided one half share) of all that piece and parcel of land measuring by estimation 4 bighas 19 cottahs 10 chittacks 22 Sq.ft. more or less together with structures thereon situated at and being Premises No. 70 and 70/1, Debendra Chandra Dey Road, (formerly Chingrighata Road) P.S.- Entally, Sub - Registration Office Sealdah, District - 24 - Farganas, within the limits of Corporation of Calcutta.

AND WHEREAS the said Hazi Md. Ghufran while thus jointly possessing and enjoying the said property absolutely and without any interruption from any person / persons whatsoever died intes-

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-i (4) i-

-tate on 28. 2. 69 leaving him surviving the only son Vendor, one widow Khalikunnessa, four daughters namely Merajunnessa, Alinunnessa, Hafisa Begum and Begum Benu as his legal heirs, under the Mahamedan Law ( Sunni School ) by which the said deceased was used to be governed till his death :

AND WHEREAS the Vendor along with five Co-Sharers namely Khalikunnessa, Merajunnessa, Alinunnessa, Hafisa Begum and Begum Benu jointly became the owners to the extent of undivided half share of the entire Premises No.70 & 70/1, Chingrighata Road, ( now Debendra Chandra De Road ) C a l c u t t a - 15 and the said Md. Islam became the owner to the extent of undivided half share of the said property .



-: (5) :-

AND WHEREAS the said Md. Islam, of the one part and the Vendor along with said five Co-owners jointly of the other part, executed a deed of partition in respect of their respective shares and the said deed was registered at Sub - Registration Office at Sealdah, in Book No. 1, Volume No. 30, Pages 171 to 185, Being No. 1297 for the year 1970, AND WHEREAS by virtue of the aforesaid partition the Vendor along with five Co-owners namely Merajunnessa, Khalikunnessa, Alimunnessa, Nafisa Begum and Begum Bamu jointly became the owner of all that piece and parcel of land containing an area of 2 Bighas 9 Chittacks 13 Chittacks 11 Sq. ft more or less together with structures thereon being holding No. 248, Sub - Division H, Division IV, under Police Station Entally, Sub - Registration Office Sealdah,

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District - 24 - Parganas, within the limits of Corporation of Calcutta lying at & being Premises No. 70 & 70/1, Debendra Chandra Dey Road, ( formerly Chingrighata Road ) Calcutta - 15 :

AND WHEREAS the Vendor thus became the owner to the extent of undivided 14/48th. share of the said property and Merajunnessa Alimunnessa, Rafisa Begum, Begum Banu each became the owner to the extent of undivided 7/48th. share of the said property and the said Khalikunnessa became the owner to the extent of undivided 1/8th. share of the said property .

AND WHEREAS the virtue of a registered deed of partition dated 1. 4. 77 executed by the Vendor and other Co - Owners, registered in Book No. 1, Volume No. 12, Pages 212 to 235 , Being Deed No. 273 for the year , 1977, in the Sub - Registration Office at Sealdah, the Vendor became the absolute owner and absolutely seized and possessed of and / or otherwise well and sufficiently entitled to all that piece and parcel of revenue paying land measuring by estimation 14 (fourteen) Cottahs 8 (eight) Chivtacks 23 sq. ft. more or less with structures having brick-built

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wall & partly tiled and partly tin covering lying and being Premises No. 70 & 70/1, Debendra Chandra De Road, formerly known as ( Chingrighata Road ) , Calcutta- 15, within the limits of Corporation of Calcutta.

AND WHEREAS the Vendor by a registered deed of conveyance, dated 10th. day of April, 1978 & registered at the Sub-Registration Office Sealdah in Book No. 1, Being No. 370, transferred all that piece & parcel of land measuring 7 K. 4 Ch. 23 Sq. Ft., more or less with structures on a portion thereof to Tawakkal Khan of 75, Debendra Chandra Huzar Dey Road, Calcutta- 15.

AND WHEREAS the Vendor has intended to dispose of the remaining plot of revenue paying land measuring by estimation 7 (seven) Cottahs 4 (four) Chittacks with structures on a portion thereof consisting of partly brick - built wall and partly tin wall & partly tiles and partly tin covering at Premises No. 70 and 70/1, Debendra Chandra Dey Road, formerly known as (Chingrighata Road) Calcutta - 15, within the limits of Corporation of Calcutta, being the Western Side ( as morefully described in the

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Schedule hereunder) free from all encumbrance AND WHEREAS the purchaser has agreed to purchase the said property at the consideration of Rs. 3250/- ( Rupees three thousand two hundred & Fifty only per cettah .

AND WHEREAS the Vendor entered into an Agreement on 2nd. day of March, 1978 with the purchaser for absolute sale to her of the said property of Premises No. 70 & 70/1, Debendra Chandra Dgy Road, ( morefully described in the Schedule below ) at ar for the price of Rs. 23,562/-50 ( Rupees twenty three thousand five hundred sixty two & paisa fifty ) free from all encumbrances on the same day received from the said purchaser the sum of Rs.2,501/- ( Rupees two thousand five hundred & one ) only as and by way of earnest money and / or part of the consideration money.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rs. 23,562/-50 ( Rupees twenty three thousand five hundred sixty two & paisa fifty ) only of the lawful money of the Union of India whereof a sum of Rs. 2,501/- ( Rupees two thousand five hundred & one )

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only was paid by the Purchaser as earnest money and in part of the consideration money and the balance thereof being Rs. 21,061.50 ( Rupees twenty one thousand sixty one & paise fifty ) only well and truly paid all ~~sums~~ or before the execution to the Vendor ( the receipt whereof the Vendor doth hereby admit and acknowledge and si and from the same and every part thereof doth hereby acquit ~~make~~ release and forever discharge the purchaser and the said Premises No. 70 & 70/1, Debendra Chandra Dey Road, hereby sold and conveyed the Vendor doth hereby absolutely and indefeasibly grant convey sell transfer assign and assure into the purchaser All that the measuring tenement land hereditaments and premises being premises No. 70 & 70/1, Debendra Chandra Dey Road , in Calcutta more and ~~more~~ fully described in the Schedule hereunder written and shown and delineated in the plan annexed hereto and thereon shown written red bordered and hereinafter for the sake of brevity referred to as the said premises together with the right of all common passage , drain, paths and ways leading to the said premises but subject to the right in common of the adjacent owner / owners of in and upon the common boundary wall or

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adjacent owner / owners walls appertaining thereto or Moreover  
otherwise the said premises or any part of thereof now are / is  
heretofore were or the was the situated bounded called  
known numbered described or distinguished together with all  
structures out houses boundary and other walls electric wirings  
and sanitary fittings fixtures and all the erears sewers, drains,  
yards, courtyards, ways, paths passages, lights, water, water  
connection and ancient and all manner of rights lights, liberties  
privileges, advantages, emoluments, appendages, appurtenances,  
whatsoever belonging or in anywise appertaining to the said  
premises or any part thereof or which with the same now are of  
is or at any time or times heretofore were or was held used  
occupied or enjoyed or, reputed deemed taken or known as part of  
of parcel or number thereof or appurtenant thereto And the re-  
version and reversions remainder and remainders And all the  
estate right title claim interest property inheritance possess-  
ion use claim and demand whatsoever or the Vendor into or upon  
the said premises and every part thereof together with all  
deeds paths monuments writings and evidence of title exclusive -

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-ly relating to or concerning the said premises or any part thereof which are or hereafter shall or may be in the custody possession power or control of the Vendor may procure the same without any action or suit to have to hold the said premises and all and singular other premises hereby granted sold transferred and conveyed or express or intended so to be and every part thereof together with all and every of their rights and appurtenances into and to the use of the purchaser absolutely and for every free from all encumbrances And all the Vendor doth hereby covenant with the purchaser that notwithstanding any act deed or thing by the Vendor done executed or knowingly suffered to the contrary, the Vendor is legally and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said premises hereby granted or expressed so to be and every part thereof for a perfect and indefeasible estate of inheritance without any manner or conditions use trust or other thing whatsoever to alter defeat encumber or make void the same and that notwithstanding any such act deed or thing whatsoever as aforesaid the Vendor have good right full power absolute authority.

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and indefeasible title to grant convey and sell the said premises hereby granted conveyed and sold or expression so to be unto and to the use of the Purchaser in manner aforesaid And the purchaser shall and may at all times hereafter peaceably and quietly hold possess and enjoy the said premises and receive the rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or any persons lawfully or equitably claiming from under or in trust for him and that free from all encumbrances whatsoever made or suffered by the Vendor or any person lawfully or equitably claiming as aforesaid And whereas further that the Vendor and all persons having lawfully or equitably claiming any estate or interest in the said premises or any part thereof from under or in trust for the Vendor shall and will from time to time and at all times hereafter as the request and costs of the purchaser do and execute or cause to be done and executed all such acts, deeds and things whatsoever for further and more particularly assuring the said premises and every part thereof into and to the use of the Purchaser in manner aforesaid as shall or may be reasonably required and the Vendor doth hereby further covenant with the purchaser that the Vendor

shall and will unless prevented by fire earthquake or other inevitable accident from time to time and at times hereafter at the request and costs of the purchaser produce, cause to be produced to the purchaser or her Attorney or Attorneys or agents or at any trial bearing commission, examination or as occasion arises all or any of the documents of title relating to the said premises and set out in the Schedule hereunder for the purpose of proving the title in the said premises and shall and will at the like request and costs allow or permit the purchaser to the true and correct copies of or extracts from the said documents and writings as may be required and shall in the meantime unless prevented as aforesaid keep and reserves the same documents and writings safe unobliterated and uncancelled the schedule referred to all that structures measures, tenement land hereditaments together with the piece and parcel of land or granted thereof belonging whereon and on part whereon the same is erected and built by measurement an area of 7 (seven) Cottahs 4 (four) Chittacks more or less situate lying at and being Premises No. 70 & 70/1, Debendra Chandra Dey Road,

( formerly Chingrighata Road ) within the limits of Corporation of Calcutta, together with all rights of easements and appurtenances attached thereof , and deliver tenant therein.

SCHEDULE OF PROPERTY

ALL THAT piece and parcel of revenue paying land containing an area of 7 (seven) Cottahs 4 (four) Chittacks more or less with structure on a portion thereof having partly brick-built and partly tin wall and partly tin and partly tiled covering being holding No. 248, Sub -Division H, Division IV, under Teuji No. 2833, Mouja- Tengra under police Station Estally, within the limits of Corporation of Calcutta lying at & being Premises No. 70 & 70/1, Debendra Chandra Dey Road, Calcutta - 15, (formerly known as Chingrighata Road) in the District - 24 - P a r g a n a s .

Butted and bounded as follows :-

On the North :- Premises No. 71, Debendra Chandra Dey Road, and land with structure of Tawakkal Khan.

On the South :- Land of Wahidulla Khan & land of Roshni Jamal .

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On the East :- Land with structures of Tawakkal Khan &  
land with structures of Md. Islam.

On the West :- 32' feet wide Corporation Passage.

The said property is shown in the annexed plan and marked  
bordered red.

IN WITNESS WHEREOF the Vendor have hereto set and  
subscribed his hand on the day, month and year, first  
referred to above. *Muhammad Ahmad*

SIGNED AND DELIVERED

in presence of :-

- 1) *Suryya Kumar Banerji*  
*P.O. Goudalpara*  
*Dist. Hooghly.*
- 2) *Keshab Ch. Das*  
*3, Khodaguij Road,*  
*Cal-10*

MEMO OF CONSIDERATION :

Received from the within named purchaser

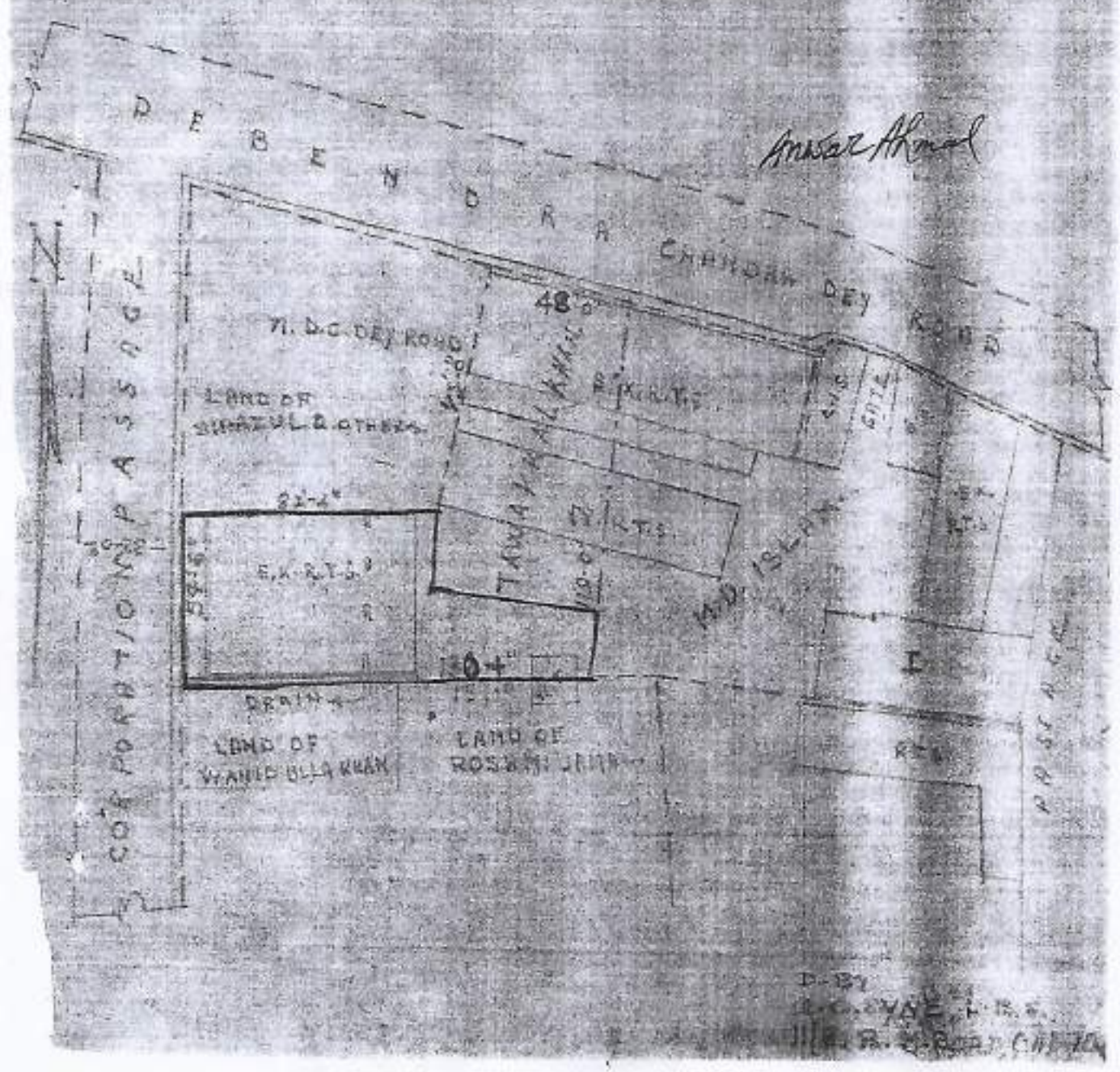
within mentioned sum of Rs.

in full satisfaction as per memo below :-

SITE PLAN OF DIVIDED PORTION OF ANWAR AHMED OF  
 THE PREMISES NO. 70, 70A, DEBENDRA CHANDRA DEY ROAD,  
 CALCUTTA. SCALE: 50 FT. TO 1 INCH.

AREA OF LAND: 7. K. 4 CH. (MORE OR LESS)  
 COVERED AREA: 5 K. 0 CH. (MORE OR LESS)

*Anwar Ahmed*



D BY  
 S. CHANDRA M. S.  
 111 R. S. ROAD, CALCUTTA



By earnest paid on 2. 3. 78 ... .. Rs. 2,501 .00  
By Cash on - - - - - ... .. Rs. 21,061 .50

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Total ... .. Rs. 23,562 .50

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Rupees Twenty Three Thousand Five Hundred  
Sixty Two & Paise Fifty.

Anwar Ahmad

- 1) Surajya Kumar Banerji  
P.O. Gondalpara  
Dist. Hooghly
- 2) Keshab Ch. Das  
3, Khodaguri Road,  
Cal-10.