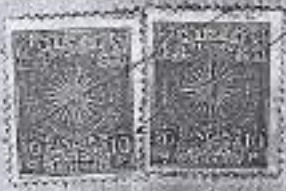
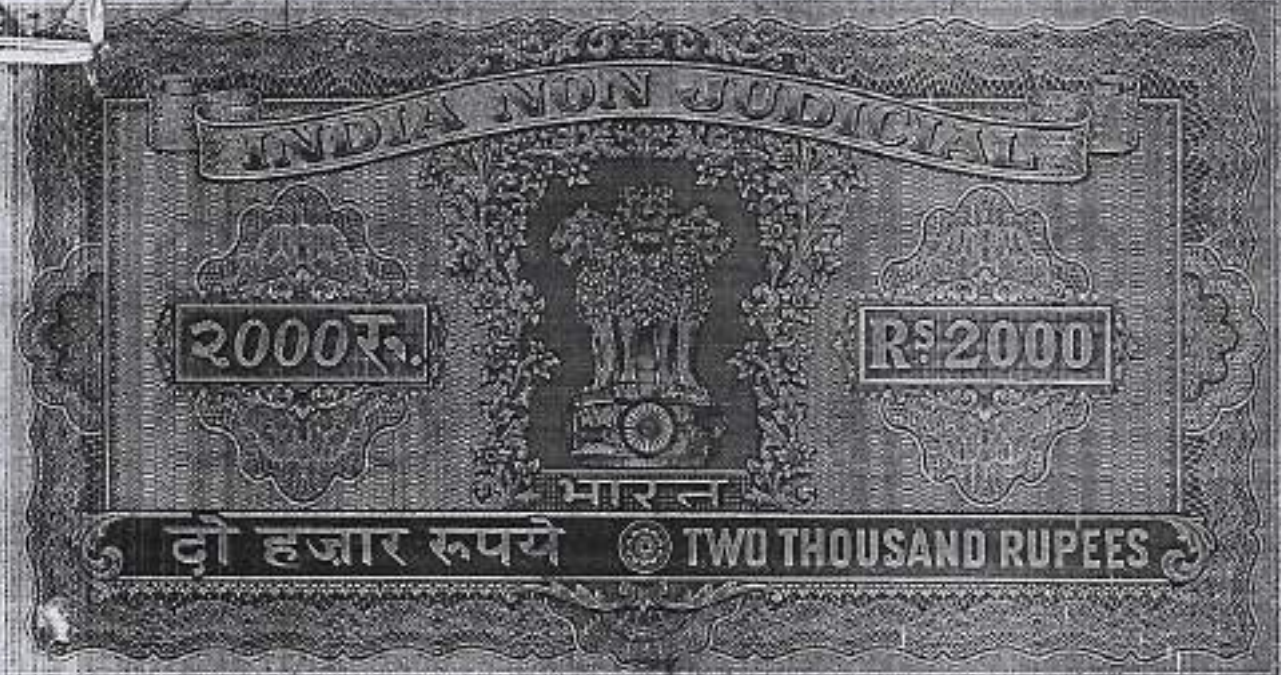


529

F 370. 2000Rs



1865/-

2315/- 47328

72
<u>2339/-</u>

229.50
3.00
<u>232.50</u>
6.00
<u>238.50</u>

10.4.78.

Handwritten signature
27/4/78

DEED OF CONVEYANCE :

THIS INDENTURE made this day of 10th April

One Thousand Nine hundred Seventy eight BETWEEN ANWAR

AHMAD son of late Nazi Mohammed Ghaffar, by faith

Muslim, by occupation landholder, residing at 70, 70/1,

Debendra Chandra Be Road, P.S. Kuntally, Calcutta-18,

Received the permission of the U. S. Govt. for the completion of this deed on 27/5/504/1978 b.l. 28.3.78.



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District 24 Parganas, hereinafter called and referred to as the VENDOR (which term or 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

TAWAKKAL KHAN son of Abed Khan, by faith Muslim, by occupation business, residing at 73, Debendra Chandra Dey Road, P.S. Entally, Calcutta-15, District 24 Parganas,

hereinafter called and referred to as the PURCHASER



-3-

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

WHEREAS one Md. Islam and the father of the Vendor, Hazi Md. Ghufran (deceased) were the absolute owners 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 De Road, (formerly Chingrighata Road), P.S. Entally, Sub-Registration



-4-

Sub-Registration Office Sealdah, District 24 Parganas, within the limits of Corporation of Calcutta. And the said Hazi Md. Ghufran (deceased), the father of the vendor, had undivided one half share in the above property AND WHEREAS the said Hazi Md. Ghufran along with the said Md. Islam while thus jointly possessing and enjoying the said property absolutely and without any interruption from any person/persons whatsoever died intestate on 28.2.69 leaving him surviving the only son vendor, one widow Khalikunnessa, four daughters namely Merafunnessa, Alimunnessa, Nafisa Begum and Begum Banu as his legal heirs, under the Mahamedan Law (Sunni School) by which the said deceased was used to be governed till his death:



-5-

AND WHEREAS the Vendor along with five Co-sharers namely Khalikunnessa, Merajunnessa, Alimunnessa, Madisa Begum and Begum Band 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), Calcutta-15 and the said Md. Islam became the owner to the extent of undivided half share of the said property.

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



-6-

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, Rafisa Begum and Begum Banu jointly became the owner of all that piece and parcel of land containing an area of 2 Bighas 9 cottahs 13 chittacks 11 sq.ft. more or less together with structures thereon being holding No. 248, Sub-Division H, Division IV, Mouja Tangra, under Police Station Amtally, Sub-Registration Office Sealdah, Dist. 24 Parganes, within the limits of Corporation of Calcutta

contd....7

Calcutta lying at and being premises No. 70 & 70/1,
Debendra Chandra De 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, Nafisa 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 by virtue of a registered deed of partition dated 1.4.77 executed by the Vendor and Khalikunnessa & 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 & (eight) chittaks 23 sq. ft. more or less with structures

structures having partly brick-built wall and partly thatched wall and partly tiled and partly tin covering lying and being premises No. 70 & 70/1, Debendra Chandra Dey Road, (formerly known as Chingrighata Road), Calcutta-15, within the limits of Corporation of Calcutta shown in that partition plan as Lot 'A'.

AND WHEREAS the vendor has intended to dispose of a plot of revenue paying land measuring by estimation 7 (seven) cottahs four (4) chittacks 23 sq.ft. with structures on a portion thereof (having an area of 5 (five) cottahs) more or less consisting of partly brick built wall and partly thatched wall and tiles covering at premises No. 70, Debendra Chandra Dey Road, formerly known as (Chingrighata Road), Calcutta-15, within the limits of Corporation of Calcutta, being the eastern portion (as more fully described in the schedule hereunder) free from all encumbrances AND WHEREAS the purchaser has agreed to purchase the said property with Tenant at the consideration of Rs. 3,250/- per cottah

AND WHEREAS the Vendor entered into an Agreement on 2nd day of March 1978 with the purchaser for absolute sale of the said property of premises No. 70, Debendra Chandra Day Road (more fully described in the Schedule below) at or for the price of Rs. 23,664.06 (Rupees twenty three thousand six hundred sixty four & paise six only) free from all encumbrances AND on the same day received from the said purchaser the sum of Rs. 2,501/- 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. 23,664.06 paise (Rupees twenty three thousand six hundred sixty four & paise six only of the lawful money of the Union of India whereof a sum of Rs. 2,501/- (Rupees two thousand five hundred one only) was paid by the purchaser as earnest money and in part of the consideration money and the balance thereof being Rs. 21,163.06 (Rupees twenty one thousand one hundred sixty three

three & paise six only) well and truly paid all or before the execution to the vendor (the receipt whereof the vendor doth hereby admit and acknowledge and of and from the same and every part thereof doth hereby acquit, release and forever discharge the purchaser and the said portion of the premises No. 70, 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 messuage tenement land hereditaments and premises being eastern portion of premises No. 70, Debendra Chandra Dey Road, in Calcutta more and fully described in the schedule hereunder written and shown and delineated in the plan annexed hereto and thereon shown written red border and hereinafter for the sake of brevity referred to as the said premises together with the right of all common passage, 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 walls or other walls and common drain appertaining thereto or moreover otherwise the

the said premises or any part thereof now are is heretofore were or the was situated butted bounded called known numbered described or distinguished distinguished together with all structures outhouses boundary and other walls electric wirings and sanitary fittings fixtures and all the areas sewers, drains, yards, courtyards, ways, paths passages, lights, water, water connection and adjacent and all manner of rights, lights, liberties, privileges, advantages, emoluments, appendages, appurtenances, whatsoever belonging or in anywise appurtenant to the said premises or any part thereof or which with the same now are or is or at any time or times heretofore were or was held used occupied or enjoyed or reputed deemed taken or known as part or parcel or number thereof or appurtenant thereto And the reversion and reversions remainder and remainders And all the estate right, title claim interest property inheritance possession use claim and demand whatsoever or the Vendor into or upon the said premises and every part thereof together with all

all deeds paths monuments writings and evidence of title exclusively 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 ever 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

and that notwithstanding any such act deed or thing whatsoever as aforesaid the vendor have good right full power absolute authority and inderisable 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 at the request and costs of the purchaser do and execute or cause to be done and

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 earthquakes or other inevitable accident from time to time and at all times hereafter at the request and costs of the purchaser produce, cause to be produced to the purchaser or his Attorney or Attorneys or agents or at any trial hearing commission, examination or on occasion aforesaid 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 or 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.

schedule referred to all that structure, machinery, tenement and appurtenances together with the piece and parcel of land or ground thereof belonging wholly and in part whereon the same is erected and built by measurement or area of 7 (seven) cottahs 4 (four) 33 sq. ft. chittacks more or less situate lying at and being premises No. 70, Debraj Chandra Roy Road. (formerly Chingrighat Road) within the limits of Corporation of Calcutta, together with all rights of easements and appurtenances attached thereto and deliver possession of the shed with tenement therein.

SCHEDULE OF PROPERTY

All that piece and parcel of Revenue paying land containing in area of 7 (seven) cottahs 4 (four) chittacks 33 sq. ft. more/less with structure or a portion of having an area of 5 (five) cottahs more/less having a person 2 (two) adbhans consisting of 7 partly brick-built and partly wretched wall and tiled covering shed being a lying No. 243 Sub-Division N, Division IV, under Fouzi No. 2833, Muz-Fatgis under Police Station Anally, District 24 Parganas within the limits of Corporation of Calcutta,

Calcutta, lying at and being eastern portion of premises No.70, Debendra Chandra Dey Road (formerly known as Chingrighata Road), Calcutta-15 together with all rights of easement & appurtenances, Butted & bounded as follows :-

On the North - Debendra Chandra Dey Road,

On the South - Land of Vendor & then the land of Rashmi Jamal. ,

On the East - Land with structures of Mohd. Islam,

On the west - Vendor's land with structure & 71, D.C. Dey Road.

The said property is shown in the annexed plan and marked bordered R&D.

Permission for registration of this deed was granted by the competent authority vide No. 2038
27/3/804/1978
dated 28.3.78.

IN WITNESS WHEREOF the vendor have hereto set and

contd. on page 17

and subscribed his hand on the day, month and year first referred to above.

SHOULD BE SEALD AND DELIVERED

in presence of :

witnesses :-

1. Sruyya Kumar Banerji
P.O. Gondalpara
Chaudenagore
2. Keshal Chandra Das
B, Khodagunj Road,
Cal-10

Anwar Ahmad

Signature of the vendor

MEMO. OF CONSIDERATION

Received from the within named purchaser the within mentioned sum of Rs. 23,664.06 p. in full satisfaction as per memo. below :-

By earnest money paid on 2.3.78 - Rs. 2,501.00

by cash :

211 pieces of R.B.I. notes

of 100 Rs. each

Rs. 21,100.00

by 6 pieces of 10 Rupee note

Rs. 60.00

balance by small coin

Rs. 3.06

Rs. 23,664.06 p.

Typed by me :

[Signature]
10, P. Mandala
C. C. Court.

Rupees twenty three thousand six hundred sixty four & paise six only.

witnesses :-

1. Sruyya Kumar Banerji
P.O. Gondalpara
Chaudenagore
2. Keshal Chandra Das
B, Khodagunj Road, Cal-10

Anwar Ahmad

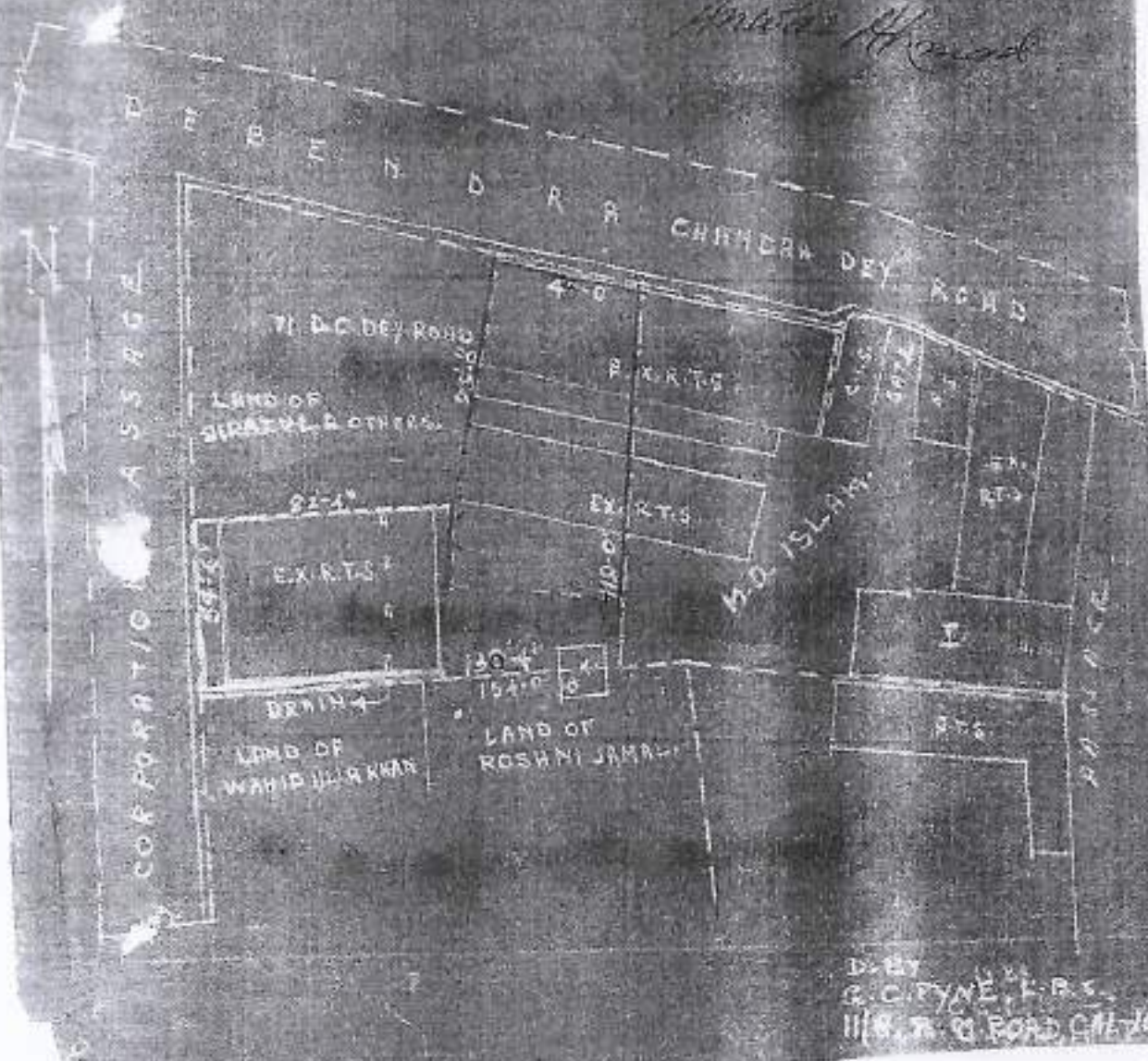
Drafted by me
Bimal W. Das
10.4.78

SITE PLAN OF DIVIDED PORTION OF ANWAR AHMAD OF
THE PREMISES NO. 70, 70A, DEBENDRA CHANDRA DEY ROAD,
CALCUTTA. SCALE, 50 FT. PER IN.

AREA OF LAND M.K. B.C.H. 23.5 FT.
 COVERED AREA, 10, K. 3. CH. (MORE OR LESS)

AREA OF LAND TO BE SOLD = 7 K. 4 CH. 23.2 FT.
 (More or Less)

Anwar Ahmad



D. BY
 G. C. TYNE, F.R.S.
 1118, T. G. ROAD, CALCUTTA