

Stamp duty paid under the Indian Stamp Act 1899, as amended by Act No. 23 of 1922, and by Section 2 of the Calcutta Improvement Act, 1911.

STAMP SUPERINTENDENT  
CALCUTTA COLLECTORATE

Stamp duty paid  
under the Indian  
Stamp Act 1899, as  
amended by Act  
No. 23 of 1922  
Additional duty  
paid under the  
Calcutta Improvement  
Act, 1911 Rs. 210. As 6  
Paid in excess Rs. 1. As 10  
Total Rs. 211. As 16

Stamp duty paid  
under the Indian  
Stamp Act 1899, as  
amended by Act  
No. 23 of 1922  
Additional duty  
paid under the  
Calcutta Improvement  
Act, 1911 Rs. 210. As 6  
Paid in excess Rs. 1. As 10  
Total Rs. 211. As 16

Rs. 211. As 16

22-9-32

THIS INDENTURE made this Twenty-second day of September one thousand nine hundred and thirty-two Between Syed Mahomed Masih son of Moulvi Syed Reazatullah deceased, Mahomedan, District Judge of Sylhet and Cachar residing at Sylhet Rabia Khatoon wife of Khan Sahab Moulvi Rafiqul Hasan Mahomedan landholder residing at Baniyachong in the district of Sylhet and Razia Begum also known as Razia Khatoon wife of Rashid ul Hasan, Mahomedan landholder residing at 28/2, Shariff Lane in the town of Calcutta (hereinafter called the vendors) of the first part the said Syed Mahomed Masih and the said Rashid ul Hasan son of Khan Sahib Moulvie Rafiqul Hasan Mahomedan landholder residing at 28/2, Shariff Lane in the town of Calcutta aforesaid as the surviving executors of the last Will and Codicil of Nawab Sir Syed Shamsul Huda deceased of the second part and Rezaul Rahaman Khan son of Abdur Rahaman Khan Mahomedan landholder of No. 28, Convent Road Entally in the suburbs of Calcutta but within the District of Twenty-four Pergunnahs (hereinafter called the purchaser) of the third part WHEREAS Moulvie Shamsul Huda afterwards the said Nawab Sir Syed Shamsul Huda was seised and possessed of and was otherwise well and sufficiently entitled as and for an estate equivalent to an absolute estate of inheritance in fee simple in possession to the land hereditaments and premises No. 4, Old Ballygunge 2nd Lane in the district of Twenty-four Pergunnahs And Whereas the said Nawab Sir Syed Shamsul Huda died on the seventh day of October one thousand nine hundred and twenty-two leaving amongst other properties the said land hereditaments and premises No. 4, Old Ballygunge 2nd Lane and also leaving debts and liabilities and having previously to his death made his last Will on the seventeenth day of September one thousand nine hundred and eighteen and a Codicil to the said Will on the twelfth day of August one thousand nine hundred and twenty-two And Whereas by the said Will dated the seventeenth day of September one thousand nine hundred and eighteen the said Nawab Sir Syed Shamsul Huda inter alia gave and bequeathed an equal third part of all his moveable and immoveable properties including the said land hereditaments and premises No. 4, Old Ballygunge 2nd Lane to the said Razia Begum also known as Razia Khatoon then a minor being the daughter of the said Syed Mahomed Masih a brother of the said Nawab Sir Syed Shamsul Huda the said Nawab Sir Syed Shamsul Huda having brought her up since her infancy as his own child. And Whereas by the said Codicil dated the twelfth day of August one thousand nine hundred and twenty-two the said Nawab Sir Syed Shamsul Huda appointed his wife Shamsun Nehar Hossaini Begum since deceased and the said Syed Mahomed Masih and Rashidul Hasan executors of his said Will and Codicil and did not make any other alterations to the provisions of his said Will And Whereas by the said Will the said Nawab Sir Syed Shamsul Huda did not make any dispositions regarding the

*Razia* Whereas the said Nawab Sir <sup>Syed</sup> Shamsul Huda who was a Mahomedan belonging to the Sunni sect died leaving his widow the said Shamshun Nehar Hossaini Begum two brothers the said Syed Mahomed Masih and one Syed Mahomed Maleeh and one sister the said Rabia Khatoon as his sole heirs under the said Sunni School of Mahomedan Law by which he was governed And Whereas on the death of the said Nawab Sir Syed Shamsul Huda the said Shamshun Nehar Hossaini Begum became entitled to an undivided one-sixth share the said Syed Mahomed Masih and Syed Mahomed Maleeh became each entitled to an undivided one-fifth share the said Rabia Khatoon became entitled to an undivided one-tenth share of and in the said lands hereditaments and premises No.4, Old Ballygunge 2nd Lane and other properties left by the said Nawab Sir Syed Shamsul Huda as his sole heirs and the said Razia Begum also known as Razia Khatoon became entitled to the remaining undivided one-third share of and in the said properties as the legatee under the said Will and Codicil of the said Nawab Sir Syed Shamsul Huda deceased And Whereas by an order made by the District Judge of Faridpur on the fourth day of August one thousand nine hundred and twenty-three in Act VIII case No.10 of 1923 the said Syed Mahomed Masih was appointed guardian of the person and property of his minor daughter the said Razia Begum also known Razia Khatoon she having been born on the twenty-seventh October one thousand nine hundred and nine And Whereas on the thirtieth day of November one thousand nine hundred and twenty-five the said Shamshun Nehar Hossaini Begum Rashidul Hasan and Syed Mahomed Masih applied in the Court of the District Judge of the Twenty-four Pergunnahs in case No.51 of 1925 under Act XXXIX of 1925 for grant of probate of the said Will and Codicil of the said Nawab Sir Syed Shamsul Huda deceased And Whereas on the thirteenth day of July one thousand nine hundred and twenty-six probate of the said Will and Codicil of the said Nawab Sir Syed Shamsul Huda deceased was granted by the District Judge of Twenty-four Pergunnahs to the said Shamshun Nehar Hossaini Begum Rashidul Hasan and Syed Mahomed Masih and they took upon themselves the administration of the estate left by the said Nawab Sir Syed Shamsul Huda deceased And Whereas the said Shamshun Nehar Hossaini Begum died intestate on the thirteenth day of December one thousand nine hundred and twenty-six leaving her mother Omme Salma Begum and her paternal uncle Ganiul Baqui her sole heirs under the Sunni School of Mahomedan Law by which she was governed And Whereas on the death of the said Shamshun Nehar Hossaini Begum the said undivided one-sixth share in the said land hereditaments and premises No.4, Old Ballygunge 2nd Lane and other properties which she had inherited from her husband the said Nawab Sir Syed Shamsul Huda deceased was inherited by her said heirs the said Omme Salma Begum and Ganiul Baqui in the following proportions namely the said Omme Salma Begum inherited an undivided one-third part of the said one-sixth share and thus an undivided one-eighteenth share of the said land hereditaments and premises No.4, Old Ballygunge 2nd Lane and other properties and the said Ganiul Baqui inherited the remaining undivided two-thirds part of the said one-sixth share and thus an undivided one-ninth share in the said land hereditaments and premises No.4, Old Ballygunge 2nd Lane and other properties And Whereas on the death of the said Shamshun Nehar Hossaini Begum the said Rashidul Hasan and Syed Mahomed Masih continued to administer the estate left by the said Nawab Sir Syed Shamsul Huda deceased as the surviving executors And Whereas by a Kobala or Deed of Sale in Bengali dated the twenty-sixth day of September one thousand nine hundred and twenty-seven the said Ganiul Baqui for the consideration mentioned in the said Deed of Sale sold and conveyed unto the

Salma Begum became entitled to an undivided one-sixth share therein And Whereas by an Indenture of Conveyance dated the twenty-ninth day of November one thousand nine hundred and twenty-nine and made between the said Rashid-ul-hasan and Syed Mahomed Masih as the surviving executors of the last Will and Codicil of the said Nawab Sir Syed Shamsul Huda deceased of the one part and the purchaser of the other part the said Rashidul Hasan and Syed Mahomed Masih as such executors as aforesaid for payment of the debt left by the said Nawab Sir Syed Shamsul Huda deceased for payment of the additional stamp duty on the probate of his said Will and Codicil for payment of rent due in respect of his estate and for other purposes in the course of the administration of the estate left by the said Nawab Sir Syed Shamsul Huda deceased granted and conveyed unto the purchaser for the consideration mentioned in the said Indenture of Conveyance the separated northern part of the said land hereditaments and premises No.4, Old Ballygunge 2nd Lane containing by admeasurement one Bigha ten Cottahs ten Chittacks and ten square feet delineated in the plan annexed to the said Indenture of Conveyance and thereon enclosed within red borders and also delineated in the plan annexed hereto and thereon enclosed within green borders And Whereas the remaining portion of the said land hereditaments and premises No.4, Old Ballygunge 2nd Lane (excluding the northern part thereof granted and conveyed to the purchaser by the said Indenture of Conveyance as aforesaid) was since numbered by the Corporation of Calcutta as premises No.4/1, Old Ballygunge 2nd Lane and the said northern part of the premises No.4, Old Ballygunge 2nd Lane conveyed as aforesaid to the purchaser was numbered by the said Corporation of Calcutta as premises No.4, Old Ballygunge 2nd Lane And Whereas on the twenty-seventh day of October one thousand nine hundred and thirty the said Razia Khatoon also known as Razia Begum attained her age of majority by completing her twenty-first year And Whereas by a Kobala or Deed of Sale in Bengali dated the twelfth day of December one thousand nine hundred and thirty the said Omme Salma Begum for the consideration mentioned in the said Deed of Sale granted and conveyed unto the said Razia Begum also known as Razia Khatoon amongst other properties her said undivided one-sixth share in the said land hereditaments and premises No.4/1, Old Ballygunge 2nd Lane whereupon the said Razia Begum also known as Razia Khatoon became entitled to an undivided half share in the said land hereditaments and premises No.4/1, Old Ballygunge 2nd Lane And Whereas the debts and liabilities of the estate of the said Nawab Sir Syed Shamsul Huda have been fully paid off and satisfied and the estate of the said Nawab Sir Syed Shamsul Huda has been fully administered And Whereas the vendors are seised and possessed of and are otherwise well and sufficiently entitled to undivided four-fifths part or share of and in the said land hereditaments and premises No.4/1, Old Ballygunge 2nd Lane hereinafter fully described as and for an estate equivalent to an absolute estate of inheritance in fee simple in possession free from encumbrances the said Syed Mahomed Maleeh being entitled to the remaining one-fifth share in the said land hereditaments and premises And Whereas the vendors agreed with the purchaser for the absolute sale to him of the said undivided four-fifths share in the said land hereditaments and premises No.4/1, Old Ballygunge 2nd Lane and the inheritance thereof as and for an estate equivalent to an absolute estate in fee simple in possession free from encumbrances at the price of Rupees Ten thousand five hundred and eighteen and annas fourteen And Whereas the said Syed Mahomed Masih and Rasid ul Hasan as such executors as aforesaid of the said last Will and Codicil of



De  
22-9-32

and premises No.4/1, Old Ballygunge 2nd Lane in the manner hereinafter mentioned And Whereas the vendors have received from the purchaser several sums of money aggregating to the sum of Rupees Seven thousand and one hundred in part payment of the said consideration money of Rupees Ten thousand five hundred and eighteen and annas fourteen for the sale of the undivided four-fifths part or share in the said land hereditaments and premises No.4/1, Old Ballygunge 2nd Lane to the purchaser NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the said sum of Rupees Seven thousand and one hundred paid to the vendors by the purchaser as aforesaid and in further consideration of the balance of Rupees Three thousand four hundred and eighteen and annas fourteen paid to the vendors by the purchaser on or before the execution of these presents making together the full consideration money of Rupees Ten thousand five hundred and eighteen and annas fourteen the receipt whereof the vendors do and each of them doth hereby acknowledge and of and from the same and every part thereof do and each of them doth hereby release the purchaser his heirs representatives and assigns they the vendors do and each of them doth hereby grant and convey and the said Syed Mahomed Masih and Rashidul Hasan parties hereto of the second part as surviving executors of the last Will and Codicil of the said Nawab Sir Syed Shamsul Huda deceased as aforesaid do and each of them doth hereby convey and confirm unto the purchaser his heirs and assigns All that the undivided four-fifths part or share of and in all that the piece or parcel of partly revenue paying and partly revenue free land containing by admeasurement one Bigha sixteen Cottaks one Chattack and thirty-four square feet together with a tank therein situate lying at and being premises No.4/1, (formerly a part of No.4) Old Ballygunge 2nd Lane within the Municipality of Calcutta being part of Holdings Old No.88A and 94 now No.326 and 327 in Sub Division H Division V Mouza Ballygunge in Panchannogram Thanna Ballygunge Sub-Registry Sealdah in the District of Twenty-four Pergunnahs and paying the annual revenue of Rupees Three annas ten and pies ten to the Collector of Twenty-four Pergunnahs for Holding No.326 delineated in the plan annexed hereto and thereon enclosed within red borders and butted and bounded on the North partly by Old Ballygunge 2nd Lane and partly by premises No.4, Old Ballygunge 2nd Lane belonging to the purchaser on the east partly by premises No.3, Old Ballygunge 2nd Lane and partly by premises No.10, Old Ballygunge 2nd Lane on the south partly by premises No.9, Old Ballygunge 2nd Lane and partly by premises No.6, Old Ballygunge 2nd Lane and on the west by premises No.5, Old Ballygunge 2nd Lane OR HOWSOEVER otherwise the said land hereditaments and premises or any part thereof now are or is or heretofore were or was situated tenanted bounded called known numbered described or distinguished Together with all tanks ghats trees yards courts areas sewers drains water-courses rights liberties privileges easements and appurtenances whatsoever to the said land hereditaments and premises belonging or in anywise appertaining or usually held or enjoyed therewith or reputed to belong or be appurtenant thereto And all the estate right title interest claim and demand whatsoever of them the vendors and of the parties hereto of the second part in to and upon the said premises or any part thereof Together with all deeds Pottahs and muniments of title whatsoever relating to or concerning the said land hereditaments and premises or any part thereof which now are or hereafter shall or may be in the possession or power or control of the vendors their heirs executors representatives or assigns or any other person or

from whom he she or they or any of them any procure the same without any action or

vendors and the said Syed Mahomed Masih and Rashid ul Hasan as such executors as aforesaid being the parties hereto of the second part do and each of them doth hereby for himself herself themselves his her their heirs executors and administrators successors and representatives covenant with the purchaser his heirs executors administrators representatives and assigns that notwithstanding any act deed or thing by the vendors or by any of their predecessors in title done or executed or knowingly suffered to the contrary the vendors are lawfully and absolutely seised and possessed of or otherwise well and sufficiently entitled to the land hereditaments and premises hereby granted or expressed so to be and every part thereof for a perfect and indefeasible estate of inheritance without any manner of condition 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 vendors have good right to grant the said land hereditaments and premises hereby granted or expressed so to be unto and to the use of the purchaser his heirs and assigns in manner aforesaid and that they the said Syed Mahomed Masih and Rashidul Hasan as such executors as aforesaid parties hereto of the second part have not done any act deed or thing whereby or by reason whereof the said lands hereditaments and premises is or may be impeached charged affected or encumbered in title estate or otherwise or whereby or by reason whereof they are in any wise hindered or prevented from conveying and confirming the said land hereditaments and premises unto the purchaser in the manner hereby done And the purchaser his heirs and assigns shall and may at all times hereafter peaceably and quietly possess and enjoy the said land hereditaments and premises and receive the rents and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the vendors or any person or persons lawfully or equitably claiming from under or in trust for them or from or under any of their predecessors in title and that free from all encumbrances whatsoever made or suffered by the vendors or any of their predecessors in title 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 land hereditaments and premises or any of them or any part thereof from under or in trust for them the vendors or from or under any of their predecessors in title shall and will from time to time and at all times hereafter at the request and costs of the purchaser his heirs and assigns 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 land hereditaments and premises and every part thereof unto and to the use of the said purchaser his heirs and assigns in manner aforesaid as shall or may be reasonably required And the vendors and the parties hereto of the second part do hereby for themselves their heirs executors administrators successors and representatives covenant with the purchaser his heirs executors administrators representatives and assigns that they the vendors and the parties hereto of the second part their heirs executors administrators successors and representatives will unless prevented by fire or some other inevitable accident from time to time and at all times hereafter upon every reasonable request and at the costs of the purchaser his heirs executors administrators representatives and assigns produce or cause to be produced to him or them or his or their solicitors or agents or at any trial hearing commission examination or otherwise as occasion shall require all or any of the deeds and writings set out in the Schedule hereunder for the purpose of

deliver or cause to be delivered unto the purchaser his heirs executors administrators representatives and assigns such attested or other copies or extracts of or from the said deeds and writings or any of them as he or they may require And will in the meantime unless prevented as aforesaid keep the said deeds and writings safe unobliterated and uncanceled.

The Schedule above referred to.

1. Original Probate dated 13th July 1926 granted by the District Judge of Twenty-four Pergunnahs in Case No. 51 of 1925 under Act XXXIX of 1925 to Shamshun Nihar Hossaini Begum and others together with certified copy of the Will dated 17th September 1918 and Codicil dated 12th August 1922 of Nawab Sir Syed Shamsul Huda deceased.
2. Certified copy of the order dated the 4th August 1923 in Act VIII Case No. 10 of 1923 of the Court of the District Judge of Faridpur.
3. Original Bengali Kobala dated the 26th September 1927 from Moulvi Ganiul Baqui to Omme Salma Begum.
4. Original Bengali Kobala dated the 12th December 1930 from Omme Salma Begum to Razia Begum.

In Witness whereof the parties hereto of the first and second parts to these presents have hereunto set and subscribed their respective hands and seals the day and year first above written.

SIGNED SEALED AND DELIVERED

by the within-named Syed Mahomed Masih by his constituted attorney Mr. Rashid ul Hasan under a special power of attorney bearing no 15 for 1932 attested by the joint Magistrate of Digha and by the within named Razia Khatun by her constituted attorney Mr. Rashid ul Hasan under a special power of attorney bearing no 4 for 1932 attested by the joint Magistrate of Damugachuguch and by the within named Rashid ul Hasan at Calcutta in the presence of

*R. Basu*  
Solicitor, Calcutta.

*Saidur Rahman*  
Plaver, Juggat Lane, Alipor  
Kamanda Nath Ghosh  
Solicitor, Calcutta.

Signed sealed and delivered by the within named Razia Begum alias Razia Khatun at no 28/2 Shaifpore Calcutta in the presence of

*Kamanda Nath Ghosh*  
Solicitor, Calcutta  
*Saidur Rahman*  
Plaver, Juggat Lane, Alipor

Explained by me to Mr. Razia Begum alias Razia Khatun

*Syed Mahomed Masih*  
by his constituted attorney  
*Rashid ul Hasan*



*Razia Khatun* by her  
constituted attorney  
*Rashid ul Hasan*



*Razia Begum*



*Razia Begum*  
*Syed Mahomed Masih*  
by his constituted attorney  
*Rashid ul Hasan*



*Rashid ul Hasan*



*Musammat Razia Begum* alias *Razia Khatun* is identified by me

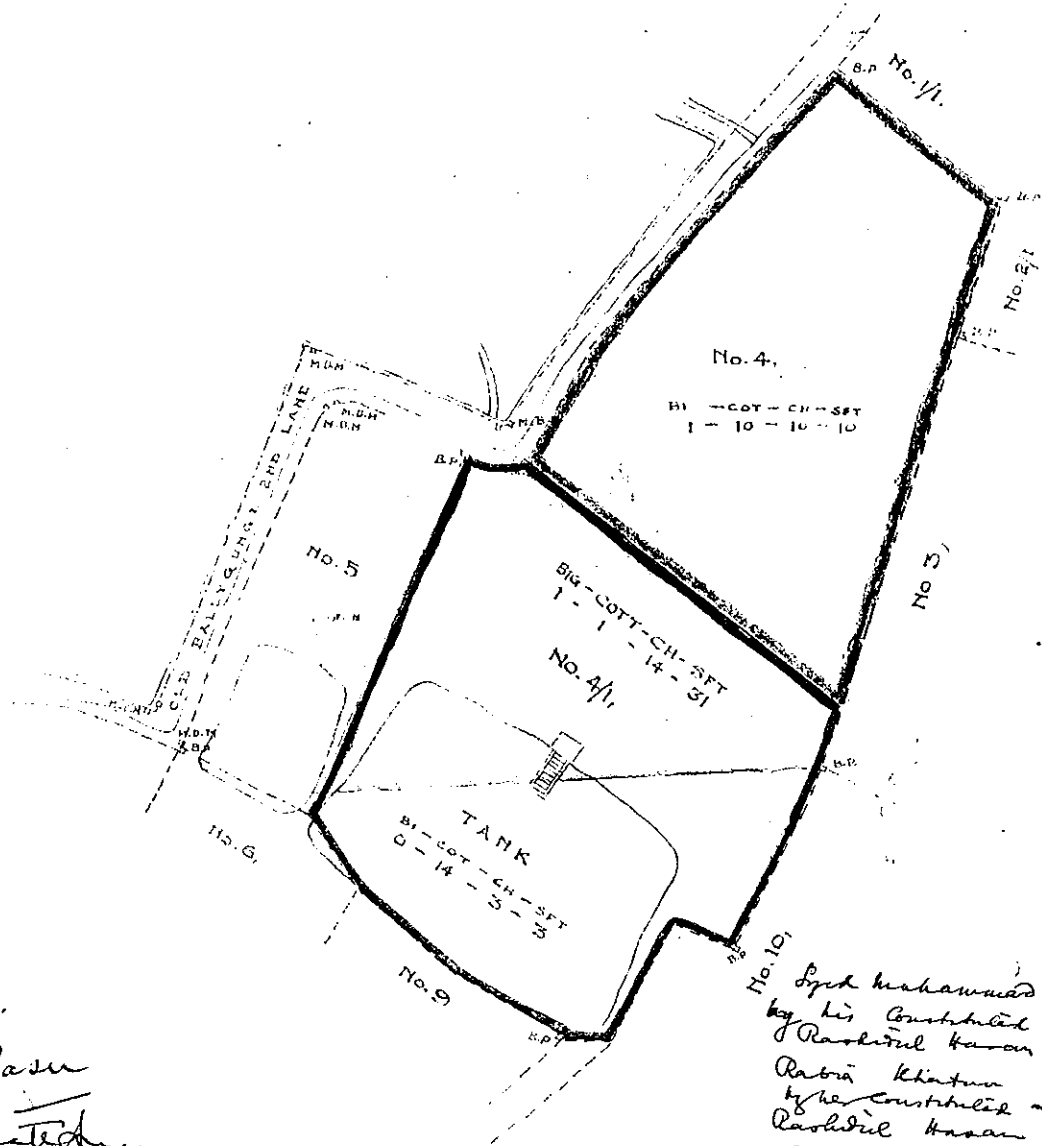
*Khandker Ahmad Hameed*

Att. Enginier

Etamogza, midnapur

Now Residing at 28/2, Shaif Lane, Calcutta.

PLAN OF  
PREMISES No. 4/1, OLD BALLYGUNGE 2ND LANE  
SCALE 50 FT = 1 INCH



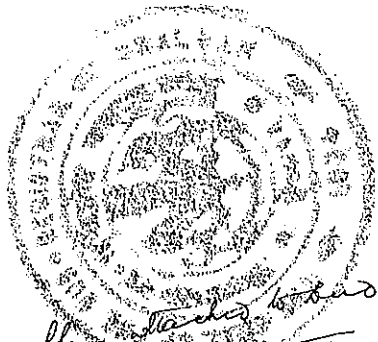
Witness Razia Begum alias  
Razia Khatun is identified  
by me  
Hassan Ali Khan  
Deputy Magistrate  
Bengal, Midnapur &  
N.W.P. District  
at 2/9/20, Sanyal  
Calcutta

Witnesses:

J. Basu  
S. K. Sanyal  
Kamrunnisa Khan

Witness to the signature of Razia Begum  
alias Razia Khatun  
Kamrunnisa Khan  
S. K. Sanyal

Lydia Mahomed Meah  
by her constituted attorney  
Rashidul Hasan  
Rabia Khatun  
by her constituted attorney  
Rashidul Hasan  
Razia Begum  
Razia Begum alias Razia Khatun  
Lydia Mahomed Meah  
by her constituted attorney  
Rashidul Hasan  
Rashidul Hasan



Planned for 1932  
M. 1500  
to the land  
22-9-32.

10  
A  
0



# Memo of Consideration: —

By several series of money received  
by the Vendor from the purchaser prior  
to the 20th July 1932 aggregating  
to the sum of ————— Rs. 7100-0-0

By cheque no B-1/743058 dated  
the 20th July 1932 drawn by the purchaser  
in favour of Mr. Rashid ul Hasan  
on Messrs Friday & Co. Ltd. for the sum of Rs. 200-0-0

By a cheque no B-1/743060 dated  
the 17th September 1932 drawn by the  
purchaser in favour of Mr. Rashid ul  
Hasan on Messrs Friday & Co. Ltd. for  
the sum of ————— Rs. 1000-0-0

By a crossed cheque no 32A 75941  
dated the 22nd September 1932  
drawn by Messrs. D.N. Dey & Co. in  
favour of Mr. Rashid ul Hasan  
and Razia Begum on the Imperial  
Bank of India for the sum of Rs. 2218-14-0

Total Rs 10518-14-0

Rupees Ten thousand five hundred and  
eighteen and anna fourteen only

Witness: —

*In Basm*  
Saidmulla Khan  
Kamruddin Khan



Witness to the Sale of  
Razia Begum alias Razia Khatun  
Kamruddin Khan

Saidmulla Khan  
Razia Begum

Explained by me to Razia Begum  
alias Razia Khatun.

Kamruddin Khan  
Saidmulla Khan

Byed Muhammad Haich  
Saidmulla Khan  
Razia Khatun  
Razia Begum  
Razia Begum  
alias Razia Khatun

Musammut Razia Begum alias Razia  
Khatun is identified by me

Khandker Ahmad Hameed

Asst. Engineer P.W.D., Etamogri  
at Midnapur

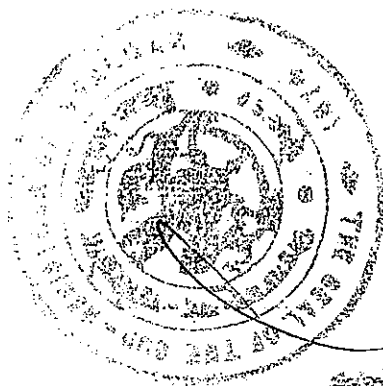
Now Residing at 28/2, Shauff Lane  
Calcutta

22-9-32

Document for Registration  
4-301  
Sept. 22 1932

Residential House  
on the ...

Rashidul Hasan



22-9-32

Executed by  
Rashidul Hasan  
Son of ...  
of ...  
Thana ...  
District ...  
By caste ...  
By profession ...  
as ...  
Religious Khatoon ...  
Razvi Khatoon ...  
1930 authentic ...  
Calcutta, who is personally known to me.

Rashidul Hasan

22-9-32

Dated this 22<sup>nd</sup> day of September 1932.

5(2)

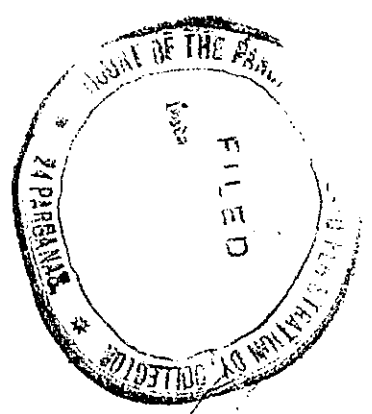
46

116.44.213

Syed Mahomed Masih and ors. -1st part  
Syed Mahomed Masih and anr. -2nd part  
And  
Reza-ur-Rahman Khan ----- 3rd part.

(5)

CONVEYANCE.



B. N. Basu and Co.



11-24-32  
128 141  
1540  
32

Reza-ur-Rahman

16-9