



171

Admissible under Rule 20, duly stamped under the Indian Stamp Act 1899, as amended by Act, III of 1922, Schedule I. A No. 23 and by section 82 (1) of the Calcutta Improvement Act, 1911.

At -  
Jafar  
Rs 10/-  
2 2/-  
17/-  
13-5-33

Stamp duty paid  
Under the Indian  
Stamp Act 1899, as  
amended by Act  
III of 1922 ... Rs. 60/-  
Additional duty  
paid under the  
Calcutta Improvement  
Act. ... Rs. 76/-  
Paid in excess Rs. ... As 4  
Total Rs. 136/-

THIS INDENTURE made this Thirteenth day of May in the year of Christ one thousand nine hundred and thirty-three Between Syed Mahomed Maleeh son of Moulvi Syed Reazatulla deceased Mahomedan landholder residing at Gokarna Police Station Masir nagar in the District of Dacca (hereinafter called the vendor) of the one part and Reza-ur-Rahaman Khan son of Abdur Rahaman Khan Mahomedan landholder of No.4, Old Ballygunge 2nd Lane in Ballygunge in suburbs of Calcutta but within the limits of the municipality of Calcutta (hereinafter called the purchaser), of the other part WHEREAS Moulvie Shamsul Huda afterwards Nawab Sir Syed Shamsul Huda was seized 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 within the Municipality of Calcutta but 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 Razia Begum also known as Razia Khatoon being the daughter of Syed Mahomed Masih a brother of the said Nawab Sir Syed Shamsul Huda 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 Shamshun 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 remaining two-thirds share of his properties and the said remaining two-thirds share of his properties descended on his death to the heirs left by him as hereinafter mentioned And Whereas the said Nawab Sir Syed 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 Maleeh the vendor and the said Syed Mahomed Masih and one sister 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

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 deceased as his sole heirs and the said Razia Begum also known as Razia Khatoon became entitled to the remaining undivided one-third share of <sup>and</sup> in the said properties as the legatee under the said Will and Codicil of the said Nawab Sir Syed Shamsul Huda deceased And Whereas on the thirtieth day of November one thousand nine hundred and twenty-five the said Shamsun 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 Shamsun 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 Shamsun Nehar Hossaini Begum died intestate on the thirteenth day of December one thousand nine hundred and twenty-six And Whereas on the death of the said Shamsun 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 an Indenture of Conveyance dated the twenty-ninth day of November one thousand nine hundred and twenty-nine and made between the said Rashidul Hasan and Syed Mahomed Masih as the surviving executors of the last will and Codicil of the said 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 separate northern part of the said land hereditaments and premises <sup>No.</sup>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 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 said premises No.4, Old Ballygunge 2nd Lane conveyed as aforesaid to the purchaser was numbered by the Corporation of Calcutta as premises no.4, Old Ballygunge 2nd Lane And Whereas the debts and liabilities of the estate of the said Nawab Sir Syed Shamsul Huda deceased having been fully paid off and satisfied and the estate of the said Nawab Sir Syed Shamsul Huda deceased having been fully administered the said Syed Mahomed Masih and Rashidul Hasan as such surviving executors made over the said land hereditaments and premises no.4/1, Old Ballygunge 2nd Lane hereinafter fully described (an undivided equal fifth part or share

of the heirs of the said Nawab Sir Syed Shamsul Huda deceased is seized and possessed of and is otherwise well and sufficiently <sup>entitled</sup> to an undivided equal fifth part or share of and in the said land hereditaments and premises No.4/1, Old Ballygunge 2nd Lane as and for an estate equivalent to an absolute estate of inheritance in fee simple in possession free from encumbrances And Whereas the purchaser is the owner of the remaining four equal fifths part or share of and in the said land hereditaments and premises No.4/1, Old Ballygunge 2nd Lane he having purchased the same from the owners thereof by an Indenture of Conveyance dated the twenty-second day of September one thousand nine hundred and thirty-two And Whereas the vendor has agreed with the purchaser for the absolute sale to him of the said undivided one equal fifth part or share of the vendor of and in the said land hereditaments and premises No.4/1, Old Ballygunge 2nd Lane and the inheritance thereof in fee simple in possession free from encumbrances at the price of Rupees Three thousand and eight hundred NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and <sup>in</sup> consideration of the sum of Rupees three thousand and eight hundred to the vendor paid by the purchaser on or before the execution of these presents the receipt whereof the vendor doth hereby acknowledge and of and from the same and every part thereof doth hereby release the purchaser his heirs representatives and assigns he the vendor doth hereby grant unto the purchaser his heirs and assigns All that the undivided one equal fifth 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 eight sixteen Cottahs one Chattack and thirty-four square feet be the same a little more or less 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 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 or to be held or enjoyed or to be appertaining or usually held or enjoyed



use of the purchaser his heirs and assigns for ever and the vendor doth hereby for himself his heirs executors and administrators covenant with the purchaser his heirs executors administrators representatives and assigns that notwithstanding any act deed or thing by the vendor (or by any of his predecessors in title) done or executed or knowingly suffered to the contrary the vendor is lawfully and absolutely seised and possessed of or otherwise well and sufficiently entitled to the said land hereditaments and premises hereby granted or expressed so to be and everypart 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 vendor hath 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 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 hereby granted and receive the rents and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the vendor or any person or persons lawfully or equitably claiming from under or in trust for him (or from or under any of his predecessors in title) and that free from all encumbrances whatsoever made or suffered by the vendor (or any of his predecessors in title) or any person or persons lawfully or equitably claiming as aforesaid And further that the vendor and all persons having or lawfully or equitably claiming any estate or interest in the said land hereditaments and premises hereby granted or any of them or any part thereof from under or in trust for him the vendor (or from or under any of his 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 hereby granted and every part thereof unto and to the use of the purchaser his heirs and assigns in manner aforesaid as shall or may be reasonably required in Witness whereof the vendor hath hereunto set and subscribed his hand and seal the day and year first above written.

SIGNED SEALED AND DELIVERED

in the presence of  
 In Basu  
 Solicitor, Calcutta  
 Saiton mullah  
 Pleader, Barrister at Law,  
 Ameer.

Syed Mohammad Maleek



Memo. of Consideration:

By C.E. notes no. 434211, 436995 and 418076 being three pieces of Rs. 1000/- each for ----- Rs. 3000/-  
 By small notes ----- Rs. 800/-

Total. Rs. 3800/-

Three thousand and eight hundred only.

Witness:  
 In Basu  
 Saiton mullah

Presented for Registration  
 at 12.30 P.M. on the 13<sup>th</sup>  
 day of May 1933 at the  
 Sealdah Sub-Registry Office  
 by Syed Mohammed Saleh  
 The executor



Syed Mohammed Saleh

Sub-Registrar  
 13-5-33

2 receipts for  
 The...  
 6<sup>th</sup> 1937  
 13<sup>th</sup> 1937

Executed in presence  
 by Syed Mohammed Saleh  
 Son of Syed Mohammed Saleh  
 of Gokarna  
 District West Bengal  
 By order of the Court  
 By profession (Lawyer)

Syed Mohammed Saleh

Idar...  
 by Rashidul Hasan  
 Son of...  
 of...  
 District...  
 By order...  
 By profession...

The receipt of rupees Three Thousand & eight  
 hundred is admitted & is also correct.

Rashidul Hasan

Sub-Registrar  
 13<sup>th</sup> May 1933

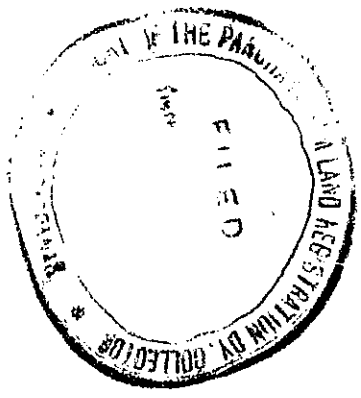
Dated this 13<sup>th</sup> day of July 1933.  
5(3) No. 46813

1/17

Syed Mahomed Mal eeh.  
To  
Reza-ur-Rahman Khan.



undivided 1/5th part of premises No. 4/1,  
Old Ballygunge 2nd Lane.



B. N. Basu and Co.,  
SOLICITORS

14. 6. 33

Reza-ur-Rahman Khan  
Book No. 1  
Volume No. 9  
Pages 275 to 284  
Being No. 715  
for the year 1933



20. 5. 33