



Received of Act 11/1/1925 under India Stamp Act 1895

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337/-  
- 11/-  
- 533/-  
- A 46/-  
- 4/-  
- 40/-  
Receipt for transfer of immovable property - Three of

THIS INDENTURE made this Twenty ninth day of November in the year of Christ one thousand nine hundred and twenty-nine Between Rashid-ul-Hasan son of Khan Sahib Moulvi Rafiqul Hasan medan landholder residing at No.13, Mc.Leod Street in the town of Calcutta and Syed Mahomed son of Moulvi Syed Reazatullah deceased Mahomedan District Judge, Birbhum residing at Suri the district of Birbhum as the surviving executors of the last Will and Codicil of Nawab Si Syed Shamsul Huda deceased (hereinafter called the vendors) of the one part and Reza-ur-Rah Khan Mahomedan landholder of No.28, Convent Road, Entally in the suburbs of Calcutta in the district of Twenty-four Pergunnahs (hereinafter called the purchaser) of the other part WHERE by an Indenture of Conveyance dated the thirtieth day of November one thousand nine hundred eight and made between one Gool Mahomed Khan of the one part and Moulvi Shamsul Huda (after Nawab Sir Syed Shamsul Huda) of the other part the said Gool Mahomed Khan for the consideration mentioned in the said Indenture of Conveyance granted and conveyed unto the said Moulvi Sha Huda (afterwards Nawab Sir Syed Shamsul Huda) the land hereditaments and premises No.4, Old Ballygunge Second Lane in the district of the Twenty-four Pergunnahs free from all encumbrance a portion of which (separated by metes and bounds from the remaining portion) is intended to hereby granted And Whereas on the fourteenth day of February one thousand nine hundred and twenty the said Nawab Sir Syed Shamsul Huda opened a cash credit account with the Bengal National Bank Limited (now in liquidation) up to a limit of Rupees Twenty-five thousand and as Collateral Security for the due payment of the moneys for the time being payable by him on the said account with interest and costs deposited with the said Bengal National Bank Limited the said Indenture of Conveyance with intent to create an equitable mortgage on the said land hereditaments and premises And Whereas the said Nawab Sir Syed Shamsul Huda died on the seventh day of October one thousand nine hundred and twenty-two having previously thereto 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 Codicil the said Nawab Sir Syed Shamsul Huda appointed his wife Shamsun Neher Hossain Begum the said Rashidul Hasan and Syed Mahomed Masih executors of his said Will and Codicil And Whereas on the thirtieth day of November one thousand nine hundred and twenty-five the said Shamsun Neher Hossain 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 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 was granted by the District Judge of Twenty-four Pergunnahs to the said Shamsun Neher Hossain Begum Rashidul Hasan and

*Rashidul Hasan*  
*Son of Abdul Rahman Khan*

*Shamsun Neher Hossain Begum*  
*Sole executrix*

died intestate on the thirteenth day of December one thousand nine hundred and twenty-; Whereas since her death the said Rashidul Hasan and Syed Mahomed Masih the vendors as -  
 living executors have been administering the said estate left by the said Nawab Sir Syed  
 Huda deceased And Whereas the said Indenture of Conveyance dated the thirtieth day of  
 one thousand nine hundred and eight was deposited by the said Bengal National Bank Limited  
 the Imperial Bank of India at Calcutta on the *third* day of *May one thousand nine hundred*  
 as security for certain advances made to the said Bengal National Bank Limited by the  
 Imperial Bank of India And Whereas on the *fourth* day of *May one thousand nine hundred* at  
 the said Imperial Bank of India instituted a suit in the High Court of Judicature at Re-  
 William in Bengal in its Ordinary Original Civil Jurisdiction being suit No.1215 of 1927  
 the recovery of the moneys payable to the said Imperial Bank of India and for enforce-  
 the securities held by the said Imperial Bank of India including amongst others the said  
 conveyance dated the thirtieth day of November one thousand nine hundred and eight And whe-  
 an order made by the said High Court in the said suit No.1215 of 1927 on the first day  
 one thousand nine hundred and twenty-seven Charles Ernest Walker, Clarence George Ashwo-  
 Joseph Benjamin Stanley were appointed Receivers of the assets undertaking properties a-  
 curities of the said Bengal National Bank Limited including the said charge on the said  
 hereditaments and premises and they were authorised to realise and receive all moneys p-  
 to the said Imperial Bank of India on the securities made over to it by the said Bengal  
 Bank Limited including the said charge on the said land hereditaments and premises No.4  
 Ballygunge Second Lane And Whereas by another order dated the twenty-third day of April  
 thousand nine hundred and twenty-eight and made by the said High Court in the said suit  
 of 1927 David Mitchell was appointed an additional Receiver with all the powers provide-  
 the said order dated the first day of June one thousand nine hundred and twenty-seven A-  
 as there was due to the said Bengal National Bank Limited on the first day of December  
 sand nine hundred and twenty-seven on the said account of the said Nawab Sir Syed Shams-  
 and on the security of the title deeds of the said land hereditaments and premises the  
 Rupees Thirty-two thousand three hundred and seven and pies three And Whereas the said  
 having demanded the payment of the moneys so payable the vendors made a proposal to the  
 amicable compromise of their claim And Whereas an order was made by the said High Court  
 Ordinary Original Civil Jurisdiction on the second day of August one thousand nine hund-  
 twenty-seven in the matter of the Indian Companies Act and in the matter of the Bengal  
 Bank Limited for the winding up of the said Bengal National Bank Limited And whereas by  
 of the said High Court made in the said matter and dated the ninth day of August one th-  
 nine hundred and twenty-seven Clarence George Ashworth, Charles Ernest Walker and Edwin  
 Carter were appointed Liquidators for the purposes of such winding up of the said Benga-  
 Bank Limited And Whereas by an order of the said High Court in the said suit No.1215 of  
 the eleventh day of October one thousand nine hundred and twenty-eight the said Receive-  
 interalia authorised to grant and assign the claim of the said Bengal National Bank Lim-  
 the account of the said Nawab Sir Syed Shamsul Huda and the said Security on the said l-  
 ditaments and premises for the consideration of Rupees Twelve thousand and five hundred  
 settlement of the claim of the said Bengal National Bank Limited in favour of the perso-  
 sons nominated by the vendors And Whereas the vendors having no money for payment of th-  
 debt payable to the said Bengal National Bank Limited on the said account of and on the

Nawab Sir Syed Shamsul Huda requested the purchaser to take from the Receivers an assignment the said claim and of all money due on the said account and of the said security for the same in consideration of Rupees Twelve thousand and five hundred And Whereas for payment of the said debt payable in respect of the equitable mortgage on the said land hereditaments and premise payment of the additional stamp duty on the probate of the said Will and Codicil of the said Sir Syed Shamsul Huda for payment of rent due in respect of his estate and for other purpose the course of the administration of the estate of the said Nawab Sir Syed Shamsul Huda deceased the vendors proposed to and agreed with the purchaser for the absolute sale to him of a separate portion (being the northern portion) of the said land hereditaments and premises No.4, Old Ballygunge Second Lane containing by admeasurement one Bigha ten Cottahs ten Chittacks and ten square feet and the inheritance thereof for an estate equivalent to an estate in fee simple in possession or for an estate equivalent thereto free from encumbrances at the price of Rupees Sixteen thousand eight hundred and fifty-one annas six and pies two and two-third And Whereas by an Indenture of Assignment bearing or intended to bear even date with these presents and made between the said Bengal National Bank Limited in liquidation of the first part the said Receivers of the second part and the purchaser of the third part the said Bengal National Bank Limited in liquidation (by the said liquidators) and the said Receivers in consideration of the sum of Rupees Twelve thousand and five hundred paid to the said Receivers by the purchaser in full satisfaction of the claim of the said Bengal National Bank Limited on the said account of the said Nawab Sir Syed Shamsul Huda assigned and transferred absolutely unto the purchaser all the moneys due payable to the said Bengal National Bank Limited together with all interest and other money payable or thereafter to accrue due or become payable in respect of the said account of the said Nawab Sir Syed Shamsul Huda and also granted and conveyed unto the purchaser the said land hereditaments and premises No.4, Old Ballygunge Second Lane being the security for the said mortgage

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the said sum of Rupees Twelve thousand and five hundred which the purchaser declares as having been received by him in full satisfaction of all the moneys due and payable to him on the said debt and the said equitable mortgage created by the said Nawab Sir Syed Shamsul Huda and transferred to the purchaser by the said Indenture of Assignment bearing or intended to bear even date with these presents and in consideration of the sum of Rupees Four thousand three hundred and fifty-one annas six and pies two and two-third paid by the purchaser to the vendors the receipt whereof the vendors do and each of them doth hereby acknowledge and of and from the same a receipt every part thereof do and each of them doth hereby release the purchaser his heirs representatives and assigns (the said sum of Rupees Twelve thousand and five hundred together with the said sum of Rupees Four thousand three hundred and fifty-one annas six and pies two and two-third) to the said full consideration money of Rupees Sixteen thousand eight hundred and fifty-one annas six and pies two and two-third) they the vendors do and each of them doth hereby grant unto the purchaser his heirs and assigns All that piece or parcel of partly revenue paying and partly rent free land containing by admeasurement one Bigha ten Cottahs ten Chittacks and ten square feet situate lying at and being a separated part of premises No.4, Old Ballygunge Second Lane within the Municipality of Calcutta being part of Holdings Old No.88A and 94 now No.326 a Ballygunge in Sub Division H Division V Mouza Ballygunge Thanna Ballygunge Sub-Registry Sealdah in the District of Twenty-four Pergunnahs and paying the annual revenue of Rupees Three annas ten paise and four pargunnahs for Holding No.326 delineated in the plan

*Witnessed by*

No.1/1, Old Ballygunge Second Lane on the east partly by the premises No.2/1, Old Ballygunge Second Lane and partly by the premises No.3, Old Ballygunge Second Lane on the south by the remaining portion of the said premises No.4, Old Ballygunge Second Lane and on the west by the public road known as Old Ballygunge Second 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 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 in to and upon the said premises or any part thereof Together with all deeds Pottahs and muniments of title whatsoever exclusively 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 persons from whom they or any of them may procure the same without any action or suit To Have and to Hold the said land hereditaments and premises hereby granted or expressed so to be unto and to the use of the purchaser his heirs assigns for ever and the vendors do and each of them doth hereby for themselves himself their heirs executors administrators successors and representatives covenant with the purchaser his heirs executors administrators representatives and assigns that the vendors have not executed or done or knowingly suffered or been party or privy to any act deed or thing whereby or by reasons whereof the said land hereditaments and premises hereby granted or any part thereof is or may be impeached charged affected or encumbered in title estate or otherwise or whereby or by means whereof the vendors are in anywise hindered or prevented from granting the said land hereditaments and premises or any part thereof in the manner hereby done And the vendors 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 their heirs executors administrators successors and representatives will unless prevented by force 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 agent or at any trial hearing commission examination or otherwise as occasion shall require all or a copy of the deeds and writings set out in the Schedule hereunder for the purpose of securing the title of the purchaser to the said land hereditaments and premises hereby conveyed or expressed so to be or any part thereof And also at the like request and costs 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 Kobala dated the 1st October 1882 from Sheikh Babon Mistry to Sheik Machooddee Jamedar and Sm. Bibee Marachia.
- 2- Original Pottah dated the 8th June 1885 from the Deputy Collector of Twenty-four Pergu to Sheik Machooddee Jamedar and Marichiya Bibee.
- 3 Original Kobala dated the 4th January 1888 from Shaik Mochooddee Jamedar and Sm. Bibee

4. Certified copy of Robokari dated the 19th April 1852 in case No.520 of the Deputy Collector of Twenty-four Pergunnahs.
5. Original Kobala dated the 23rd June 1867 from Sm. Jauloshi Bibee and others to Shaik Meajan Mistry.
6. Original Kobala dated the 2nd July 1888 from Miajan Mistry to Ramjan Jamedar.
7. Original Kobala dated the 9th January 1891 from Ramjan Jamedar to Shaik Khodabux Mistry.
8. Original Bengali Agreement for sale dated the 26th November 1894 between Sm. Basu Bibee and others and Mahbubunnessa Bibee.
9. Certified copy of extracts from the Register of Holdings in Panchannogram re Holdings 88 and 88 A. in Sub Division H Division 5.
10. Certified copy of extract from the Register of rent free Holding Re Holding 94 Sub Division H Division 5 in Panchannogram.
11. Original Receipt dated the 15th December 1894 from Sm. Basu Bibee and others to Mahbunnessa Bibee.
12. Certified copy of Order dated the 25th\*September 1894 in case No.206 of 1894 of the Court of the District Judge of Twenty-four Pergunnahs under Act VIII of 1890.
13. Certified copy of order dated the 28th November 1894 in the above case No.206 of 1894.
14. Certified copy of order dated the 9th January 1895 in case No.208 of 1893 under Act VIII of 1890 of the Court of the District Judge of Twenty-four Pergunnahs.
15. Certified copy of petition dated 15th December 1894 filed in case No.853 of 1894 of the Court of the Munsiff of Alipur.
16. Certified copy of petition dated the 15th December 1894 filed in case No.852 of 1894 in the Court of the Munsiff of Alipur.
17. Original Bengali Mortgage dated the 29th April 1891 from Shaik Khodabux Mistry to Abdul Manna and another.
18. Original Bengali Mortgage dated the 2nd March 1893 from Shaik Khodabux Mistry to Mohesh Chunder Das.
19. Original Bengali Mortgage dated the 7th August 1901 from Moulvi Dedar Bux and another to Fakir Chand Dey.
20. Original Bengali Release dated the 24th February 1904 from Fakir Chand Dey to Mahbunnessa Bibee and others.
21. Original Bengali Mortgage dated the 9th January 1905 from Mahabubunnessa Bibee and others to Ramlal Chatterjee.
22. Original Bengali Release dated the 25th February 1907 from Ramlal Chatterjee to Mahabubunnessa Bibee and others.
23. Original Bengali Kobala dated the 13th February 1895 from Sm. Basu Bibee and others to Sm. Mahabubunnessa Bibee.
24. Original Bengali Nadabi Ekrarpatra dated the 23rd July 1895 from Tahurunnessa Bibee in favour of Sm. Mahbubunnessa Bibee.
25. Original Indenture of Conveyance dated the 26th February 1907 from Mahbubunnessa Bibee and others to Gool Mahomed Khan.
26. Original Deed of Rectification dated the 14th August 1908 from Mahbubunnessa Bibee and others in favour of Gool Mahomed Khan endorsed on the Conveyance dated the 26th February 1907 from Mahbubunnessa Bibee and others to Gool Mahomed Khan.

H Division 5.

28. Certified copy of extract from Smart's Rent Roll Register No.1 Re Holding No.327 Sub Division H Division 5.

29. Original Conveyance dated the 30th November 1908 from Gool Mahomed Khan to Moulvi Shamsul Huda.

30. 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 Shamshur Neher 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.

In Witness whereof the vendors have hereunto set and subscribed their respective hands and seals the day and year first above written.

SIGNED SEALED AND DELIVERED

by his attorney Rashedul Hasan for self and as constituted attorney for S. M. Masik under a special Power of attorney dated the 21st November 1929 and verified by the Sadar Sub Judge of Sine at Calcutta in the presence of

In Presence  
Sobhakar, Calcutta

Saidan mulla Khan  
Banda, Jagesand, Alipore

Rashedul Hasan



Syed Muhammad Masik by  
his constituted attorney  
Rashedul Hasan



Memo of Consideration

By amount due under the aforementioned equitable mortgage created by Moulvi Gool Mahomed Khan and his heirs and assigns being open till the date of cheque No. A 263660 of the 29th day of November 1929 on the order of Hindyog Company drawn by Raja W. N. Bahaman Khan in favour of Rashedul Hasan for the sum of Rs 12500/-

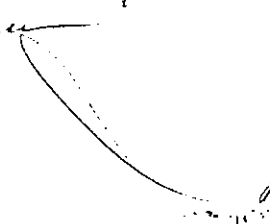
Total Rs 16851-6-3

Rupies sixteen thousand eight hundred and fifty one annas six and pie three only

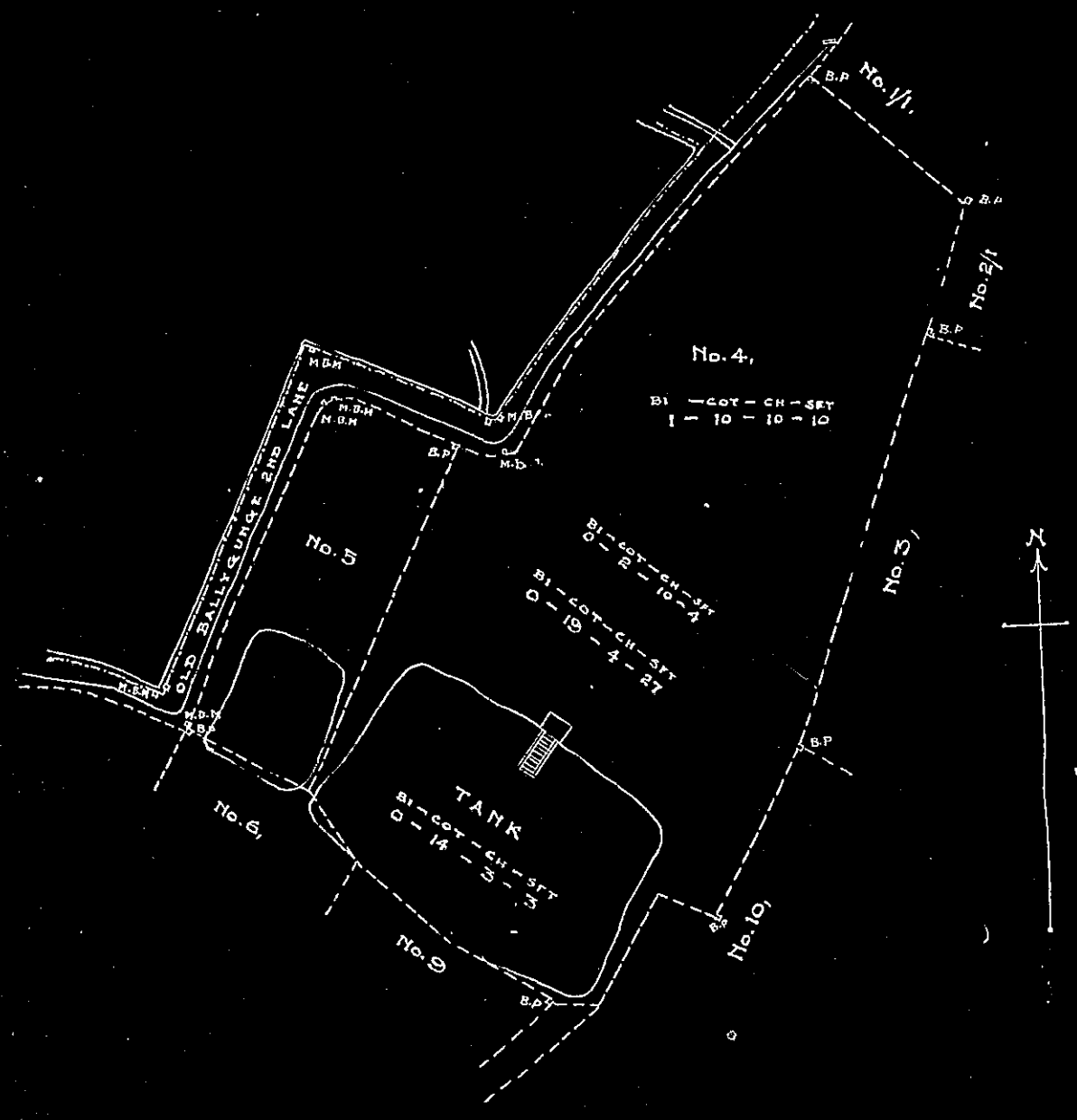
witness:

In Presence  
Saidan mulla Khan

Rashedul Hasan  
Syed Muhammad Masik by  
his constituted attorney  
Rashedul Hasan



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



Plans attached  
bud. 1967 to 1972

D. L. [unclear]

5/12/69







5<sup>th</sup> December 1929

Rashidul Hasan  
Khan Sahib

Rashidul Hasan

Sd/-  
5.12.29

Enclosed is submitted  
Rashidul Hasan  
Khan Sahib Refiqul Hasan  
13, No. 1st Street -

Calcutta  
Muzaffar  
Cashier for Self &  
Constituted Elong for Sd/- Muzaffar  
Khan Sahib

Rashidul Hasan

Pranab Kumar Das

Sd/-  
5.12.29





*D. K. S.*  
RECEIVED  
12 1954

Dated this 29<sup>th</sup> day of November 1929.

1034 B. N. Basu

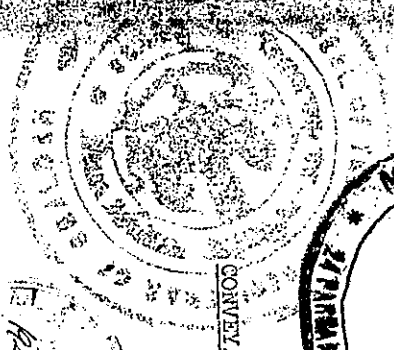
38

Rashid-ul-Hasan and anr.

To  
Rashid-ul-Hasan Khan.



CONVEYANCE.



A-1119  
R-1119  
24

Witness  
B. N. Basu  
Solicitor

B. N. Basu and Co.,  
Solicitors.

2-11-31

R. N. 11/11

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Volume no. 26  
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for the year 1929  
X



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5. 11. 31