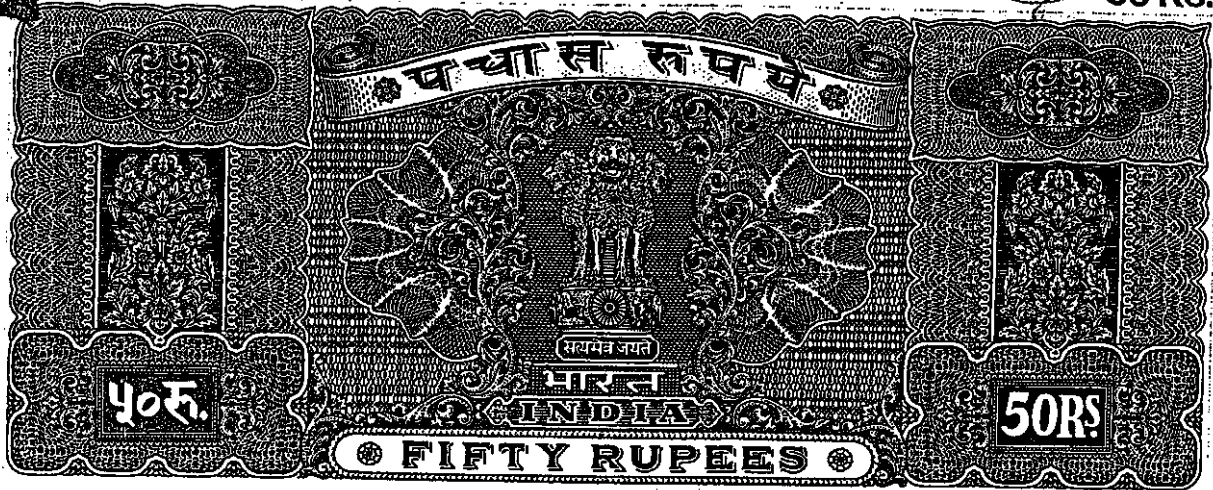


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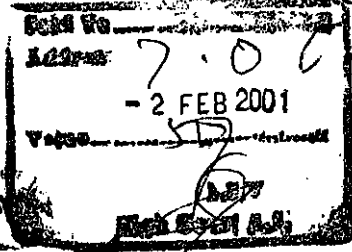
**THIS DEED OF SURRENDER OF LEASE** is made this 13<sup>th</sup> day  
of February Two Thousand One **BETWEEN GOLAM MOYEEN**, son of Late  
Golam Kibria of 6, Rawdon Street, Calcutta - 700017 hereinafter referred to as the  
**LESSEE** of the **ONE PART**

**AND**

**(1) GOLAM KABIR, (2) GOLAM NAYEEM, (3) GOLAM MOMEN, (4)  
GOLAM MONEM** all sons of late Golam Kibria and **(5) NAWABJAD  
ZAIBUNNESSA**, wife of Golam Kabir, **(6) AYESHA NAYEEM**, wife of

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the Calcutta Registration G  
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on the 13th day of Feb 2001  
Golam Moqueen 13/2/01

Golam Moqueen  
slight Golam Khatun  
at 6 Pashan Street  
cont. 70007

by 2/2/01

Golam Moqueen

Alok Kumar  
510 Abanti K.  
of 701 Pashan  
of 701 Pashan  
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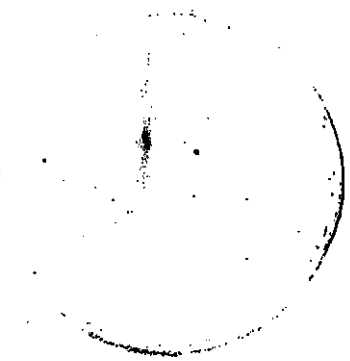
Nayeem, (7) MAMOONA MOMEM, wife of G. Momen and (8) FARZANA MONEM, wife of G. Monem hereinafter collectively referred to as the LESSORS of the OTHER PART.

WHEREAS Nawabjadi Kamrunnessa Fahtema Khatoon, wife of Mr. Golam Kibria. since deceased was the absolute Owner of ALL THAT two storeyed and partly three storeyed messuage, tenements, land, hereditaments being Premises No.6, Rawdon Street, measuring an area of 1 Bigha 6 Cottah 13 Chittack 7 Sq.ft. a little more lawn etc. standing thereon free from all encumbrances.

While in possession and enjoyment of the said premises No.6, Rawdon Street, Calcutta as absolute owner thereof the said Nawabjadi Kamarunnessa Fahtema Khatoon by an Indenture of Lease dated 16<sup>th</sup> December 1957 demised the said Premises No.6, Rawdon Street unto her seven sons namely (1) Mr. G. Karim (2) Mr. G. Kabir (3) Mr. G. Halim, (4) Mr. G. Moyeen, (5) Mr. G. Nayeem, (6) G. Momen and (7) Mr. G. Monem as lessees thereof together with all rights of easements and appurtenances thereto in equal proportion for a period of 99 years on receipt of the premium and reserving the lease rents mentioned therein and the said Lease Deed was registered with Registrar of Assurance Calcutta and recoded in Book No.I, Volume No.136, Pages 142 to 147, Being No.4636 for the year 1957.

By another Indenture dated 27<sup>th</sup> July, 1959 made between Nawabjadi Kanrunnessa Fahtema Khatoon wife of Khan Bahadur Golam Kibria therein

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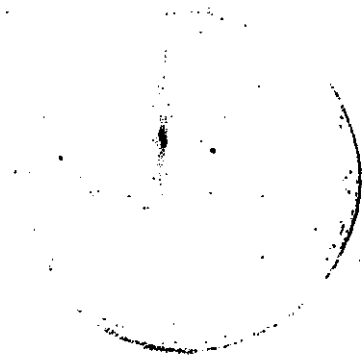


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referred to as the Vendor of the one part and (1) Nawabjadi Razia Khatoon, wife of Mr. G. Karim, (2) Nawabjadi Zaibunnessa, wife of Mr. G. Kabir, (3) Mrs. Saukat Banu, wife of Mr. G. Halim, (4) Nawabjadi Noorjahan Begum wife of Mr. G. Moyeen, (5) Mrs. Ayesha Nayeem, wife of Mr. G. Nayeem, (6) Mrs. Mamoon Momen, wife of Mr. G. Momen and (7) Mrs. Farzana Monem, wife of Mr. G. Monem therein collectively referred to as the purchasers of the other part and the said Nawabjadi Kamrunessa Fahtema Khatoon on receipt of valuable consideration mentioned therein sold, conveyed, transferred assured and assigned unto the Purchasers **ALL THAT** undivided one-seventh share each in the premises No.6, Rawdon Street measuring an area of 1 Bigha 6 Cottahs 13 Chittacks 7 Sq.ft. a little more or less together with partly two and partly three storied Brick built messuage, dwelling house, out-houses, garages office lawn etc. standing thereon fully described in the Schedule "A" mentioned therein free from all encumbrances but subject to terms and conditions of Lease dated 16<sup>th</sup> December, 1957 granted in favour of her seven sons as described hereinabove and the said Deed was registered with the Joint Sub-Registrar Alipore at Behala and recorded in Book No.1 Volume No.36 pages 58 to 65, Being No.2540 for the year 1959.

By an Indenture made on 4<sup>th</sup> November, 1968 between Shaukat Banu wife of Mr. Golam Halim therein referred to as the Vendor of the one part and Nawabjadi Kamrunessa Fahtema Khatoon therein referred to as the purchasers of the other part and on receipt of the consideration mentioned therein the said

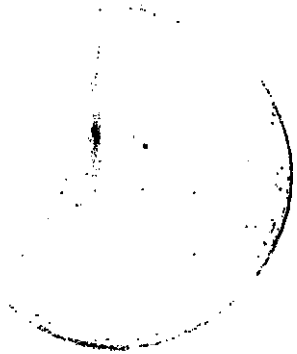


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Shaukat Banu sold, transferred, conveyed, assured and assigned unto the purchaser **ALL THAT** undivided one-seventh share in the right title and interest in premises No.6, Rawdon Street, Calcutta – 17 measuring an area of 1 Bigha 6 Cottahs 13 Chittacks 7 Square Feet more or less with partly two and partly three storied brick built building, tenements and houses, garages standing thereon fully described in the Schedule mentioned therein free from all encumbrances whatsoever and the said deed was registered with the Sub-Registrar of Assurances Calcutta and recorded in Book No.1, Volume No.158, Pages 256 to 262, Being No.5172 for the year 1968.

By a Deed of Surrender dated 4<sup>th</sup> day of November, 1968 made between Mr. Golam Halim therein referred to as the lessee on the one hand and Nawabjadi Kamrunnessa Fahtema Khatoon therein referred to as the Lessor the said lessee in consideration mentioned ✓ surrendered yielded, relinquished all his leasehold estate and interest and delivered possession to the said Lessor Nawabjadi Kamrunnessa Fahtema Khatoon **ALL THAT** one-seventh right title and interest under the aforesaid lease dated 16<sup>th</sup> December, 1957 in the property being No.6, Rawdon Street, Calcutta fully described in the Schedule mentioned therein and the said Deed was registered with the Sub-Registrar of Assurances, Calcutta and recorded in Book No.I, Volume No.184 Pages 297 to 2999, Being No.5726 for the year 1968.

The said Nawabjadi Kamrunnessa Fahtema Khatoon who was governed by the Hanafi School of Mohammedan Law and who became the owner in respect



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of undivided one-seventh share in premises No.6, Rawdon Street with structures as stated above, died intestate on 18.2.1975 and in consequence of her death the said 1/7<sup>th</sup> share devolved upon her husband Mr. G. Kibria and seven sons namely (1) Mr. G. Karim, (2) Mr. G. Kabir, (3) Mr. G. Halim, (4) Mr. G. Moyeen, (5) Mr. G. Nayeem, (6) Mr. G. Momen and (7) Mr. G. Monem in terms of the provision of Mohammedan Law.

The said Golam Kibria died intestate on 21.7.1987 and his share devolved upon his seven sons as stated hereinabove.

In the Premises stated above and for acquiring the right, title and interests the Lessors are jointly seized and possessed of **ALL THAT** premises being No.6, Rawdon Street, Calcutta with all pucca structures standing therein fully described in the Schedule written hereunder.

**AND WHEREAS** such lease is in full force And whereas the lessee was at all material time and is presently in possession of the property since the execution of the lease by the predecessor-in-interest of the present Lessors **AND WHEREAS** for personal reasons and considerations the lessee herein having desired to be relieved from any further payment of rent and performance of the covenants and conditions approached the lessors herein for surrender of the said lease and delivery of the possession of the property **AND WHEREAS** the lessor

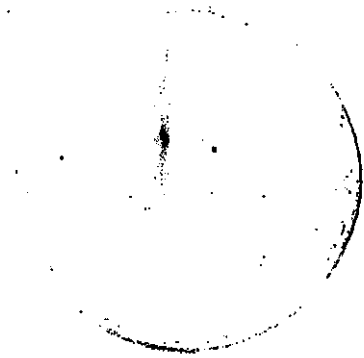


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herein have agreed to accept from the Lessee the surrender of the aforesaid lease of the said premises.

**NOW THIS DEED WITNESSETH** that in pursuance of the said agreement and in consideration of bearing maintenance charges and other outgoings by the Lessors and in further consideration of keeping the said Lessee save and harmless against any future liability the said lessee as beneficial user of the said property do hereby give up and relinquish all his leasehold estate and interest in and surrender and deliver possession to the Lessors of the premises comprised in and by the said Deed of Lease dated 16<sup>th</sup> December, 1957 and **TO HOLD** the same as before execution of the Lease by Nawabjadi Kamrunnessa Fahtema Khatoon the predecessor-in-interest of the Lessors herein **TO THE INTENT** and object that the same shall stand determined to all intents and purposes and that the residue of the said term of 99 years created by the said Deed of Lease dated 16<sup>th</sup> December, 1957, and all other rights and interests of the said lessee in the said premises under or by virtue of the said Deed shall stand extinguished and merged in the reversion freehold and inheritance of the premises with immediate effect as if the said lease was never granted or intended.

**AND THIS INDENTURE FURTHER WITNESSES** that in consideration of surrender of the lease which is accepted by the lessors herein the lessors do hereby release and discharge the lessee, his successor from all claims,



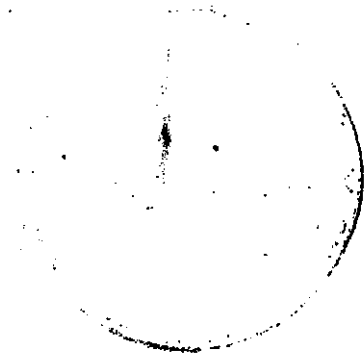
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demands and liabilities on account of future rent and/or arising out of performance or non-performance of the covenants, conditions provided in the Indenture of Lease hereinbefore recited.

**SCHEDULE OF PROPERTY ABOVE REFERRED TO :**

ALL THAT the partly two and partly three storied brick built messuage tenement or dwelling house outhouses, garage, gates, fittings, fixtures, baths reservoirs, kitchens, latrines and compound walls together with the piece or parcel of revenue redeemed and thereto belonging and on part whereof the same is erected and built containing by measurement an area of One Bigha, Six Cottahs Thirteen Chittacks and Seven Square Feet be the same a little more or less lying and situate at and premises No.6, Rawdon Street in the city of Calcutta and within the Jurisdiction of the Municipal Corporation of Calcutta butted and bounded in the manner following that is to say On the North by Premises No.5, Rawdon Street, On the East by Rawdon Street, On the South and West by Premises No.7, Rawdon Street.

The share of the lessee is one-seventh lease right in the aforesaid property.



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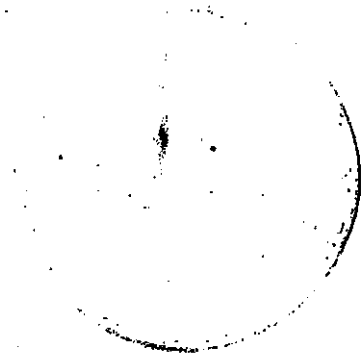
IN WITNESS WHEREOF the parties hereto have executed these presents on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

*Yogam Singh* ✓

in presence of :

1. *Mr. Yeatub*  
~~Advocate~~  
Calcutta High Court
2. *Quaz. Fazla Rahn*  
~~Advocate~~  
High Court, Calcutta



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DATED THIS 13<sup>th</sup> DAY OF February 2001

BETWEEN

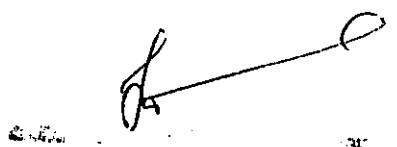
GOLAM MOYEEN

LESSEE

AND

GOLAM KABIR & ORS.

LESSORS



10.03.01

DEED OF SURRENDER

13/2/01

**QUAZI F. RAHMAN**  
Advocate  
High Court, Calcutta,  
7, Old Post Office Street,  
Calcutta - 700 001.

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