



**TRUE COPY ATTESTED BY ME**  
 \_\_\_\_\_  
 Amar Nath Chatterjee  
 Notary Reg. No. 603/85  
 47, Chowringhee Square, Cal-700 007

(b)

**BEFORE THE NOTARY PUBLIC, CALCUTTA**

**AFFIDAVIT**

I, **GOLAM HALIM** son of Mr. G. Kibria by faith Islam, by occupation retired person of 6, Rawdon Street, P.S. Park Street, Calcutta - 700 017 do hereby solemnly affirm and declare as follows :

1. By an Indenture of Sale dated 20th May 1947 made **BETWEEN** Smt. Latika Mitter and Satish Chandra Mitter therein collectively referred to as the Vendors of the One Part and Nawabjadi Kamrunnessa alias Nawabjadi Kamrunnessa Fahtema Khatoon therein referred to as the Purchaser of the

AMAR NATH CHATTERJEE  
 NOTARY PUBLIC  
 REG. NO. 603/85  
 47, CHOWRINGHEE SQUARE, CALCUTTA

15 FEB 2000

18 APR 2002

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No. .... Date .....  
Sold To G. F. Rahman (Adv)  
Add. 70, P.O. 87, Cal.  
Rs. 100/-

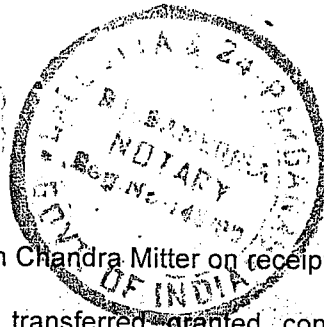


L.S. VINDOR  
HIGH COURT, CAL.

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Other part the said Smt. Latika Mitter and Satish Chandra Mitter on receipt of the valuable consideration mentioned therein sold transferred, granted, conveyed, assured and assigned **ALL THAT** two storeyed messuage, tenaments, land hereditaments being 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 Brick Built Building, out-houses, garages, lawns, etc. standing thereon free from all encumbrances whatsoever and the said deed was registered with the Sub-Registrar of Calcutta, recorded in Book No. 1, volume No. 36 Pages 174 to 178 being No. 1619 for the year 1947.

2. 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 16th December 1957 demised the said premises No. 6, Rawdon Street with 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) Mr. 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 Assurances Calcutta and recorded in Book No. 1, Volume No. 136, Pages 142 to 147 Being No. 4636 for the year 1957.

3. By another Indenture dated 27th July 1959 made between Nawabjadi Kamrunnessa Fahtema Khatoon wife of Khan Bahadur Golam Kibria therein referred to as the vendor of the one part and (1) Nawabjadi Razia Khatoon wife

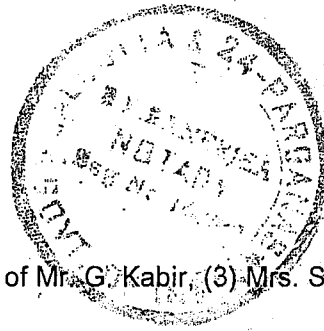
18 APR 2002

AMARNATH CHATTERJEE,  
NOTARY PUBLIC,  
WEST BENGAL,  
REG. NO. 603/95.

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Amarnath Chatterjee  
Notary / Reg. No. 603/95

22, Bowbazar Square, Calcutta 700 021



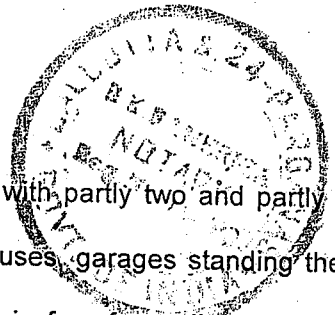
of Mr. G. Karim, (2) Nawabjadi Zaibunnessa wife of Mr. G. Kabir, (3) Mrs. Saukat Banu wife of Mr. G. Halim, (4) Nawabjadi Noorjahan Begum wife of Mr. G. Moyeen, (5) Mrs. Ayesha Nayeem wife of Mr. G. Nayeem, (6) Mrs. Mamoon Momen wife of Mr. G. Momen and (7) Mrs. Farzana Monem, wife of Mr. G. Monem therein collectively referred to as the purchaser of the other part and the said Nawabjadi Kamrunnessa Fahtema Khaton on receipt of valuable consideration mentioned therein sold, conveyed, transferred assured and assigned **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 16th 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.

4. By an Indenture made on 4th November 1968 between Shaukat Banu wife of Mr. Golam Halim therein referred to as the vendor of the one part and Nawabjadi Kamrunnessa Fahtema Khaton therein referred to as the purchaser of the other part and on receipt of the consideration mentioned therein the said 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

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 Notary Public  
 Reg. No. 803/98

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Cottah 13 Chittack 7 square feet more or less with partly two and partly three storeyed 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 255 to 262 Being No. 5172 for the year 1968.

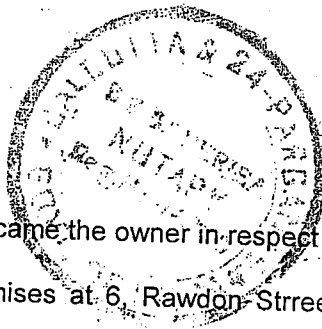
5. By a Deed of Surrender dated 4th day of November, 1968 made between Mr. Golam Halim (Deponent herein) therein referred to as the lessee on the one hand and Nawabjadi Kamrunnessa Fahtema Khatoon therein referred to as the lessor the said lessee in consideration mentioned therein surrendered, yielded, 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 16th 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. 1 Volume No. 184 Pages 297 to 299 Being No. 5726 for the year 1968.

6. The said Nawabjadi Kamrunnessa Fahtema Khatoon who was governed by the Hanafi School of Mohammedan Law and who became the owner in respect 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 1/7th share devolved upon 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) Mr. G. Momen, and (7) Mr. G. Monem (No. 3 deponents herein) in terms of the provision of Mohammedan Law.

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REG. NO. 803/98  
CALCUTTA

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Notary Reg. No. 803/98



7. By virtue as stated above I G.Moyeen became the owner in respect of one fortyninth (1/49th) undivided share in the premises at 6, Rawdon Street fully described in the schedule written hereunder free from all encumbrances whatsoever jointly.

8. Now be it known to all concerned that I Golam Halim son of Late Golam Kibria do hereby declare and confirm that I have on the 14th day of February, 2000 in consideration of natural love and affection which I had and still bear for my brothers namely 1) Mr. G. Kabir, 2) Mr. G. Nayeem, 3) Mr. G. Momen and 4) Mr. G. Monem intended for and actually gave by words of mouth and expressed to give unto and to the use of the Donees freely and voluntarily, absolutely and forever the said undivided one fortyninth share in the aforesaid premises fully described in the schedule below with all beneficial interest therein and delivered possession thereof simultaneously with a view to divest myself of all ownerships therein and pass title thereof unto and in favour of and or otherwise vest them in the Donees to all intents and purposes and I further declare that the Donee Mr. G. Kabir, Mr. G. Nayeem, Mr. G. Momen, and Mr. G. Monem have accepted the aforesaid gift and took possession and control of the same in presence of Mr. Quazi Fazlur Rahman and Mr. J. Islam both advocates, High Court, Calcutta.

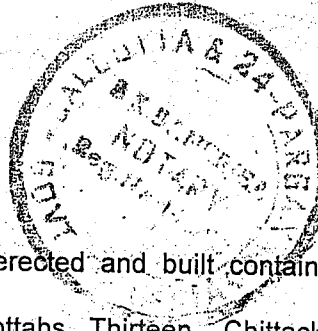
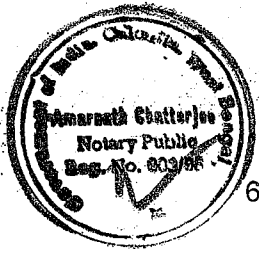
**SCHEDULE OF PROPERTY ABOVE REFERRED TO :**

ALL THAT 1/49th one forty ninth undivided share in the partly two and partly three storeyed brick built messuage tenement or dwelling house, out-houses, garage, gates, stair-cases, electric fittings and electric pump with all fittings, fixtures, baths, reservoirs, kitchens, latrines and compound walls together with the piece or parcel of revenue redeemed land thereto

ANWARUL CHATTERJEE  
NOTARY PUBLIC  
No. 20395  
CALCUTTA

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belonging and on part whereof the same is erected and built containing by measurement an area of one Bigha, Six Chottahs, 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 statements and declarations made in the foregoing paragraphs 1 to 8 and the schedule of Property as described above are true to our knowledge and belief.

**DEPONENT**

*Salam Hakin*

Identified by me.

*Quazi Iqbal*

**QUAZI I. RAHMAN**  
Advocate, High Court  
7, Old Post office St, Calcutta-1

15/2/2000

18 APR 2002

GENERAL AFFIRMED & DECLARED  
FROM ME ON IDENTIFICATION

*M. Banerjee*  
**M. BANERJEE**  
NOTARY

15 FEB 2000

AMARNATH CHATTERJEE  
NOTARY PUBLIC  
REG. NO. 803/01  
CALCUTTA

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Amarnath Chatterjee