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50 Rs.



(12)

50/-  
B. 9/12/02  
Assistant Registrar of Assurances  
Calcutta

E-7

THIS DEED OF SURRENDER OF LEASE made this 9<sup>th</sup> day of MARCH Two thousand and Two by MR. GOLAM KABIR son of Late Khan Bahadur Golam Kibria by faith Islam by occupation Landlord residing at 6, Rawdon Street, Kolkata-700 017 hereinafter referred to as the LESSEE of the ONE PART A N D BEGUM RAHANA KHAN wife of Nawab Allahauddin Ahmed Khan residing at the Amir Villa Palace, Loharu-127 201 in the State of Haryana (2) MRS. AFSANA MARWAH wife of Major S.P. Marwah of 297, Forest Lane, Nebsarai, Sainik Farm, New Delhi-110 068 (3) BEGUM FAIZANA KHAN wife of Mr. Furruk Said Khan residing at Rahat Manjil, Maurice Road, Aligarh, U.P. (4) MRS. FARHAT SALAHUDDIN, wife of Farook Salahuddin residing at 175, Patliputra Colony, Patna-800 013 (5) MRS. ALMAS HUSSAIN wife of Syed Manzar Hussain, G.M. Town Division, TISCO, 2C Road West, Northern Town, Jamshedpur-831 001 hereinafter jointly referred to as the LESSORS.

WHEREAS....

94264

M F Rahman Adv

Sold To	.....
Address	.....
Value	- 4 MAR 2002

Registered for Registration No. 1-10/11

Gulam Kabir me 9/3/02

Gulam Kabir

Gulam Kabir s/o of  
Khan Bahadur Gulam  
Kibria, Islam Landlord  
at 6 Rowdon St Kolkata  
700017

Gulam Kabir

Qazi F. Rahama  
Advocate  
High Court Kalk

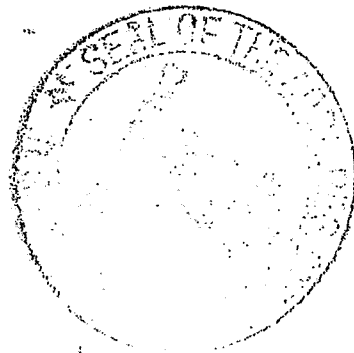
Qazi F. Rahama  
Advocate  
10/84 Lower Kolkata

9/3/02

W H E R E A S :

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 on the One Part and Nawabjadi Kamrunnessa alias Nawabjadi Kamrunnessa Fahtema Khatoon therein referred to as the Purchaser of the Other Part and 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 storied messuage, tenements, land hereditament being Premises No.6, Rowdon Street, measuring an area of 1 Bigha 6 Cottahs 13 Chittacks 7 Sq.ft. 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. I, Volume No. 36, Pages 174 to 178, Being No. 1619 for the year 1947.

While in possession and enjoyment of the said Premises No. 6, Rowdon 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, Rowdown Street to and 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) 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....

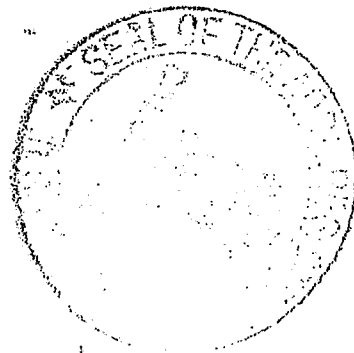


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**Registrar of Assurances**  
**Calcutta**

premium and reserving the lease rents mentioned therein and the said lease Deed was registered with the registrar of Assurances, Calcutta and recorded in Book No. I, 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 of Mr. G. Karim, (2) Nawabjadi Zaibunnessa, wife of Mr. G. Kabir, (3) Mrs. Saukat Banu, wife of Mr. H. Halim, (4) Nawabjadi Noorjahan Begum, wife of Mr. G. Moyeen, (5) Mrs. Ayesha Nayeem, wife of Mr. G. Nayeem, (6) Mrs. Mamoona 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 Kamrunnessa Fahtema Khatoon on receipt of valuable consideration mentioned therein sold, conveyed, transferred, assured and assigned ALL THAT undivided one-seventh share to each of them in Premises No. 6, Rawdon Street, Calcutta measuring an area of 1 Bigha 6 Cottahs 13 Chittacks 7 Sq.ft. a little more or less together with two and partly three storied Brick built messuage dwelling house, out-houses, garages office lawn etc. standing therein 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. I, Volume No. 36 Pages 58 to 65 being No. 2540 for the year 1959.

By virtue.....



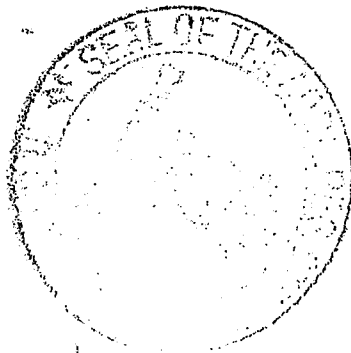
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**Additional Registrar of Assurances**  
**Calcutta**

By virtue of the aforesaid purchase from Nawabjadi Kamarunnessa Fahtema Khatoon the said Nawabjadi Zaibunnessa become the Owner in respect of One Seventh undivided share in ALL THAT Premises No. 6, Rawdon Street, measuring an area of 1 Bigha 6 Cottahs 13 Chittacks 7 Sq.ft. be the same a little more or less together with two and partly 3 storeyed brick built messuage, dwelling house, out houses, garages, office, lawn etc., standing thereon fully described in Schedule "A" mentioned hereunder free from all encumbrances whatsoever but subject to conditions and terms of lease dated 16th December, 1967 granted by the said Nawabjadi Kamarudnessa Fahtema Khatoon in favour of her 7 sons as described in paragraph 2 hereinabove.

By an oral Hiba made by the said Nawabjadi Zaibunnessa on 9th August Two thousand one supported by a Deed of Declaration testified by the Notary Public Kolkata on 10th August Two thousand one the said Nawabjadi Zaibunnessa in consideration of her natural love and affection towards her five daughters namely (1) Begum Rahana Khan, (2) Mrs. Afsana Marwah, (3) Begum Faizana Khan, (4) Mrs. Farhat Salahuddin and (5) Mrs. Almas Hussain abovenamed conveyed transferred granted assured and assigned unto five daughters by way of Gift all that undivided one seventh ownership share in the said premises No. 6, Rawdon Street, Kolkata free from all encumbrances but subject to right of Lease as aforesaid in equal share.

6. In the premises the Lessors herein have jointly become the owners in respect of one-seventh undivided share in the said premises at 6, Rawdon Street, Kolkata.

7....



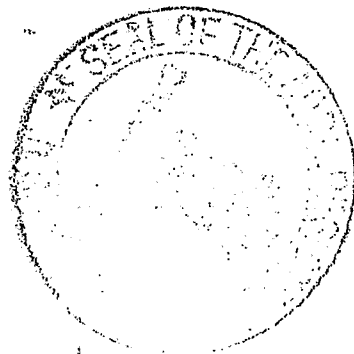
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Additional Registrar of Assurances  
Calcutta



7. The said lease is in full force and virtue and all rents have been paid and all terms and conditions contained thereunder have been performed and observed by the Lessee up to the date of these presents and the Lessee at all material times and is presently in possession of the property since the execution of this lease and for personal reasons and consideration the said Lessee having desired to be relieved from any further payment of such rent and performance of the covenants and conditions approached the said Lessors for surrender of the said Lease and delivery of possession of the property and whereas the said Lessors have agreed to accept from the Lessee the surrender of the aforesaid Lease of the said premises.

8. NOW THIS DEED WITNESSES that in pursuance of the said Agreement and in consideration of performing all terms and conditions and making payment of rates and taxes and other outgoings by the Lessors the said Lessee as beneficial user of the said property do hereby give up and relinquish all his leasehold Estate and interests and surrender and deliver possession to the Lessors in respect of his one-seventh share comprised in the said Deed of Lease dated 16.12.1957 and TO HOLD the same as before execution of Lease by the predecessors-in-interest of the Lessors 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 and all other rights and interests of the said Lessee

in the.....



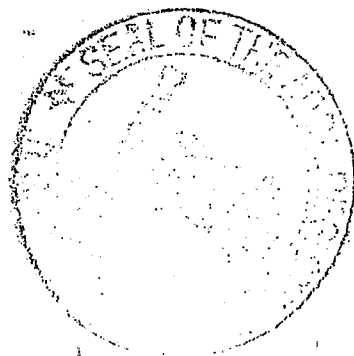
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Additional Registrar of Assurances  
Colaba

in the said premises by virtue of the said Deed shall also stand extinguished and merged in the reversion with immediate effect as if the said lease was never granted or intended.

9. AND THIS INDENTURE FURTHER WITNESSES that in consideration of the surrender of the Lease which is accepted by the Lessors they the said Lessors do hereby discharge the Lessee Mr. Golam Kabir from all claims, demands and liabilities on account of future rent and/or arising out of performance or non-performance of the covenants and conditions provided under the hereinbefore recited indenture of Lease.

SCHEDULE OF PROPERTY ABOVE REFERRED TO

ALL THAT undivided One Seventh leasehold rights in the two and partly three storeyed brick built messuage tenement or dwelling house, out-houses, garages, 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 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.....



*[Handwritten Signature]*  
**Additional Registrar of Assurances**  
**Calcutta**

Rawdon Street, On the East by Rawdon Street, On the South  
and West by Premises No.7, Rawdon Street.

IN WITNESS WHEREOF Mr. Golam Kabir the Lessee  
herein has set and subscribed his hand and seal on the day  
month and year first above written.

SIGNED and DELIVERED by the  
LESSEE in presence of the  
following Witnesses :

*Golam Kabir*  
LESSEE

1. *Quazi J. Rahim*  
AD Vocate  
10th St. Court Kolkata

2. *Ashoke Mali*  
3/5 R.P. Colony  
Tally Counge, Kolkata - 33

Drafted by me.

*Quazi J. Rahim*  
Advocate.



*[Handwritten Signature]*  
**Additional Registrar of Assurance**  
**Calcutta**

Registered in —

Book No. I  
Page No. 2  
Page 3779 to 3787  
Volume No. 01159  
Date of issue 2002

=====  
DATED THIS 9<sup>th</sup> DAY OF M A R C H 2002  
=====

B E T W E E N

MR. GOLAM KABIR.

LESSEE

A N D

BEGUM RAHAN KHAN & ORS.

LESSORS.

Additional Registrar of Assurances  
Calcutta

7/5/02

DEED OF SURRENDER OF LEASE



Additional Registrar of Assurances  
Calcutta

QUAZI FAZLUR RAHMAN  
Advocate  
7, Old Post Office Street,  
Calcutta-700 001

