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Bimal Kumar Banerjee
Notary B. Com. LL. B.
CALCUTTA E-24-PARGANAS.

Professional Address -
C. M. M's Court
Compound
2, Bankshall Street,
Calcutta-700001.

Notarial Certificate

(Pursuant to section 8 of The Notaries Act, 1952)

TO ALL TO WHOM THESE PRESENTS shall come, I, B.K. Banerjee, duly authorised by the Central Government to practise as a NOTARY do hereby verify, authenticate, certify, attest as under the execution of the instrument annexed hereto collectively marked "A" on its being executed, admitted and identified by the respective signatories as to the matters contained therein, presented before me.

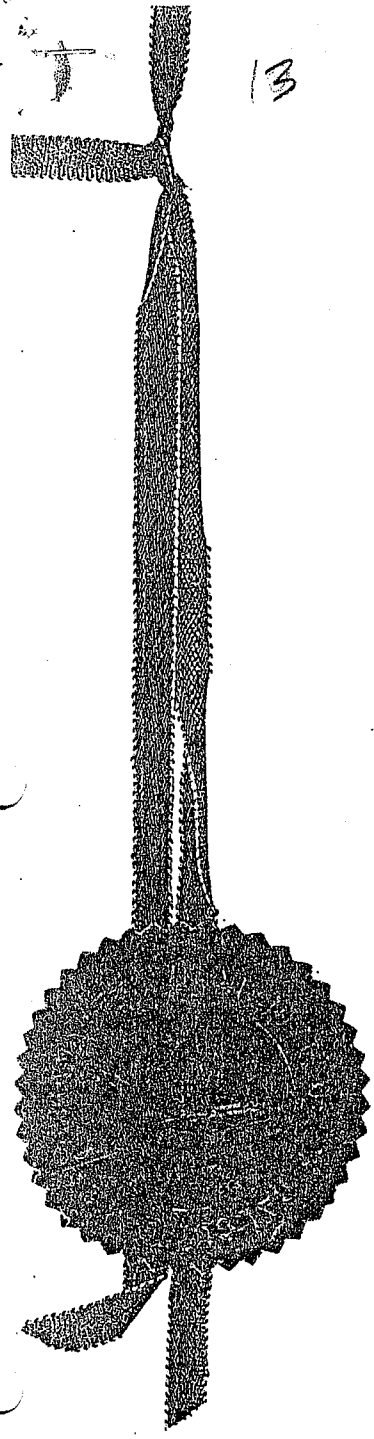
According to that this is to certify, authenticate and attest that the annexed instrument "A" is the *original* executed by *Smt Golam Momen* as per the *same*.

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PRIMA FACIE the annexed instrument "A" appears to be in the usual procedure to serve and avail as needs on occasions shall or may require for the same.

IN FAITH AND TESTIMONY
WHEREOF being required of a NOTARY
I, the said notary do hereby subscribe my
hand and affix my seal of office at Calcutta on
this the 20th day of April in the year of
Christ 19-2000

B.K. Banerjee
B. K. BANERJEE
NOTARY
20/4/2000



10Rs.



BEFORE THE NOTARY PUBLIC, CALCUTTA

AFFIDAVIT

I, **GOLAM MOMEN**, son of late Khanbahadur Golam Kibria by faith Islam working for gain at 67/B, Ballayunge Circular Road, Calcutta – 700 019 residing at 6, Rawdon Street, P.S. Park Street, Calcutta – 700017, 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 Kamrunessa Fahtema Khatoon therein referred to as the Purchaser of the

ALIGNED SEVERAL BANKERS
A. S. S. COURT CAMPOR,
BANKSHAH NTRERE.

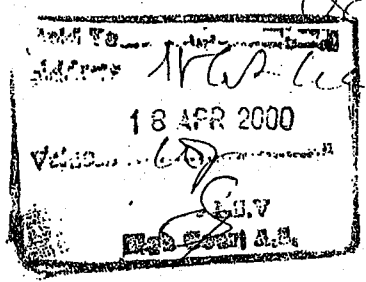
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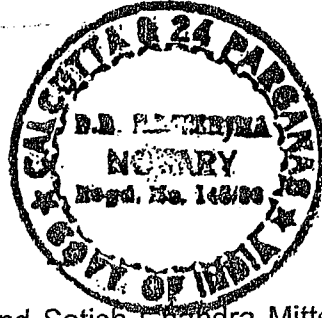
A. S. S. COURT CAMPOR,
BANKSHAH NTRERE.

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Dr F Robinson





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 storeyed messuage, tenements, land hereditaments being premises No.6, Rawdon 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.

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 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 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 Kamarunnessa 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. G. 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 Kamarunnessa Fahtema Khatoon on receipt of valuable consideration mentioned therein sold, conveyed, transferred, assured and assigned unto them **ALL THAT** undivided one-seventh share each in 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 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.I, Volume No.36 Pages 58 to 65 Being No.2540 for the year 1959.

4. By an indenture dated 4th November 1968 made between Shaukat Banu wife of Golam Halim therein described as the Vendor of the One Part

SITTAI HOMAN BANERJEE
 N O P A B V
 S. H. H.'S COURT CAMPUS,
 1, PANDEYALLA STREET,
 CALCUTTA 700004

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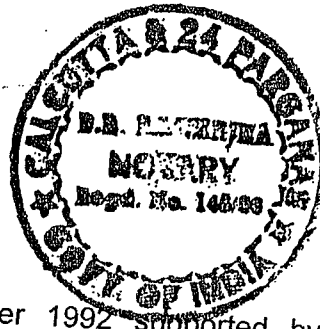
and Nawabjadi Kamarunnessa Fahtema Khatoon therein referred to as the Purchaser of the Other Part, the said Shaukat Banu on receipt of the consideration mentioned therein sold, conveyed, transferred, assured and assigned to and unto the said Nawabjadi Kamarunnessa Fahtema Khatoon ALL THAT her undivided one-seventh share in the said premises at 6, Rawdon Street, Calcutta free from all encumbrances whatsoever and the said deed was registered with the Sub-Registrar of Calcutta recorded in Book No.1, Volume No.158, Pages 255 to 262 Being No.5172 for the year 1968.

5. The said Kamarunnessa Fahtema Khatoon who was governed by Hanafi School (Sunni Sect) of Muslim Law died intestate on 18.2.1975 and in consequence whereof her one seventh share in the said premises devolved upon her husband Mr. G. Kibria and seven sons whose names have been stated hereinabove as per Mohammadan Law and upon the death of Mr. G. Kibria his share likewise was also devolved upon his seven sons.

6. In the premises the 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 became Owners of 1/49th share each in the said premises.

SHRI KUMAR BANERJEE
S O F A R O
S. M. H.'S COURT CAMPUS,
1, BANKSHALL STREET,
CALCUTTA-700007

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7. By an oral Hiba dated 6th September 1992 supported by a Declaration dated 10.9.92 made before Notary Public Calcutta the said Nawabjadi Razia Khatoon transferred her entire 1/7th share in the said premises in favour of her husband Mr. G. Karim who accepted the said gift forthwith and took possession of the same.
8. By an oral Hiba dated 17th March 1999 supported by a Declaration made on 18.3.1999 before Notary Public Calcutta the said Nawabjadi Noorjahan Begum transferred her 1/7th share in the aforesaid premises in favour of her husband Mr. G. Moyeen who immediately accepted the said gift and took possession of the same.
9. Mr. G. Moyeen who became the Owner of 1/49th and 1/7th share (total 8/49th) in the aforesaid Premises made an oral Hiba on 19th day of March 1999 duly supported by a Deed of Declaration made on 20.3.1999 before Notary Public Calcutta whereby the said Golam Moyeen out of natural love and affection freely and voluntarily and absolutely transferred his 8/49th share in the said property in favour of his four brothers namely Mr. G. Kabir and Mr. G. Nayeem, Mr. G. Momen and Mr. G. Monem in equal proportion and all of whom took possession thereof accepting the gift forthwith.
10. By an oral Hiba made on 14th February 2000 testified by a Deed of Declaration dated 15th March 2000 before the Notary Public Calcutta Mr.

B.B. BANERJEE
NOTARY
S. H. M. COURT CAMPUS
1, BANKHALL STREET
CALCUTTA-700009

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G. Halim transferred his 1/49th share in the aforesaid Premises in favour of his four brothers namely Mr. G. Nayeem, Mr. G. Kabir and Mr. G. Momen and Mr. G. Monem.

11. By an oral Hiba made on the 21st March 2000 testified by a Deed of Declaration made before the Notary Public Calcutta on 25th day of March 2000 Mr. G. Karim freely, voluntarily and absolutely transferred his 8/49th share in the aforesaid property in favour of his four brothers namely Mr. G. Kabir and Mr. G. Nayeem, Mr. G. Momen and Mr. G. Monem in equal proportion.

12. In the premises stated hereinabove and in view of the inheritance of 1/49th share upon the death of my parents in the aforesaid premises as stated in paragraph 5 hereinabove and hebas (gifts) made by my brothers Mr. G. Moyeen, Mr. G. Halim and Mr. G. Karim as stated in paragraphs 9, 10 and 11 hereinabove I have become absolutely seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT 3/8th** undivided share jointly with others in the aforesaid Municipal premises No.6, Rawdon Street presently Sarajini Naidu Sarani, P.S. Park Street, Calcutta - 700017.

13. I have decided to make Heba in respect of my share in the aforesaid premises No.6, Rawdon Street, in favour of my wife MRS. MAMOONA MOMEN a recorded owner of undivided 1/7th share in the

D.A. BANERJEE
NOTARY PUBLIC
S. H. L.'S COURT CAMBES,
4, BANESHAH STREET,
CALCUTTA-700001

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aforesaid premises acquired by purchase from Nawabjadi Kamrunnessa Fahtema Khatoon as stated in paragraph No.3 hereinabove.

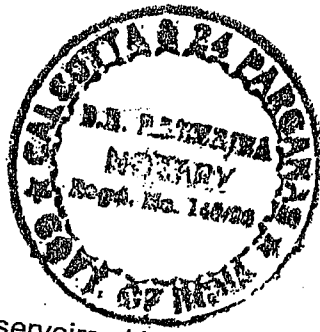
14. NOW BE IT KNOWN TO ALL CONCERNED that I GOLAM MOMEN son of late Khanbahadur Golam Kibria do hereby declare and confirm that I have on the 19th day of April, 2000 in consideration of love and affection which I had and still have for my wife MRS. MAMOONA HOMEN residing with me intended for and actually gave by words of mouth and expressed to give unto and to the use of the said MRS. MAMOONA MOMEN the DONEE herein the Schedule property, freely and voluntarily, absolutely and forever lying and situate at and being part of, premises No.6, Rawdon Street presently Sarojini Naidu Sarani, Calcutta – 700017 with all beneficial interests therein and delivered possession simultaneously with a view to divesting myself of my ownership in respect of the said property and pass title unto and in favour of the DONEE with all intents and purposes. I further declare that the said MRS. MAMOONA MOMEN has accepted the gift and took possession and control in respect of the gifted property and have confirmed acceptance in separate paper duly signed by her which is annexed hereto and marked with *Annexure "A"*.

SCHEDULE OF PROPERTY ABOVE REFERRED TO

ALL THAT 3/28th undivided share in the party two and partly three storied brick built messuage tenement or dwelling house, outhouses,

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GOVERNMENT OF WEST BENGAL
DEPARTMENT OF REVENUE
CALCUTTA



garage, gates, fittings, fixtures, baths, reservoirs, kitchens, latrines and compound walls together with the piece or parcel of revenue redeemed Land 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, presently 6, Sarajini Naidi Sarani, 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 No.1 to14 and the Schedule of property mentioned above are true to my knowledge and belief.

*Identified by me
Pradyot K. Ray
Scribe
18/8/00, Court Calcutta
20.4.2000*

B.K. Banerjee
DEPONENT

TRULY AFFIRMED AND DECLARED
BY ME ON IDENTIFICATION

B. K. BANERJEE
NOTARY
20 APR 2000

BANK OF CALCUTTA
INCIDENTAL AFFIDAVIT TO
BY THE NOTARY PUBLIC

B. K. BANERJEE
NOTARY



ANNEXURE - 'A'

ACCEPTANCE OF GIFT

I, **MAMOONA MOMEN** wife of Mr. Golam Momen, by faith Islam by Occupation Housewife residing at 6, Rawdon Street, Calcutta - 700 017, hereby confirm and declare that I have accepted the gifts in respect of Schedule property on the day and time it was made to me by the Donor, **MR. GOLAM MOMEN** and I have also taken possession and control of the said property simultaneously upon making such gift by him and accepted by me in presence of the following witnesses.

1. *Gulam Niyaz*
6, Rawdon Street
Calcutta 700 017

Mamoona Momen
MAMOONA MOMEN

2. *Muhammad Jaleel Akbar*
11/15, Bright Street,
Calcutta - 700 019.

SHRI KUNIA BANERJEE
S. M. S. COURT CAMPUS,
1, BANKHALL STREET,
CALCUTTA - 700 002

INSTRUMENT "A" dated. 17 day of

Feb 19

with

Notarial Certificate
Dated 20 day of April 2000

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Shri B. K. Banerjee
NOTARY PUBLIC
CALCUTTA @ 24-PARGANAS
C.M. M's Court Compound.
2. Bankshall Street,
Calcutta-700 001.

