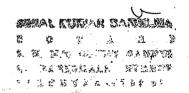


BEFORE THE NOTARY PUBLIC, CALCUTTA AFFIDAVIT

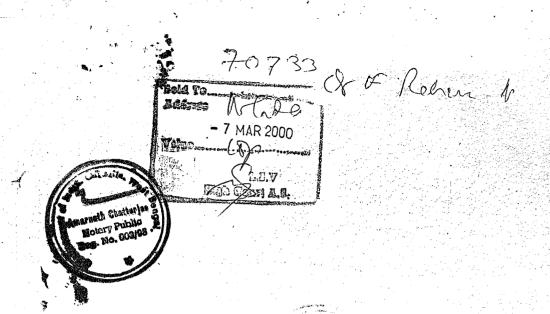
- I, Golam Karim, son of Mr. G. Kibria by faith Islam, by occupation a retired person of 6, Rawdon Street, P.S. Park Street, Calcutta 700 017 do hereby solemnly affirm and declare as follows:-
- 1. By an Indenture of Sale dated 20th May 1947 made between Smt. Latika Mitter and Satish Chandra Mitter therein 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 Other Part the said Smt. Latika

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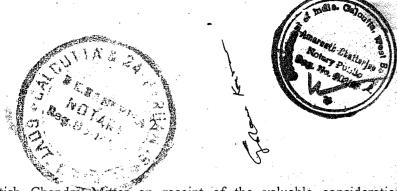
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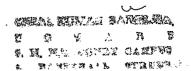
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Mitter and Satish Chandra Mitter on receipt of the valuable consideration mentioned therein sold transferred, granted, conveyed, assured and assigned ALL THAT two storeyed messuage, tenements, land hereditaments being Premises No.6, Rawdon Street measuring an area of 1 Bigha 6 Cottahs 13 Chittaks 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.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 Lidenture 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 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

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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. Maimoona 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 Khatoon on receipt of valuable consideration mentioned therein sold, conveyed, transferred, assured and assigned ALL THAT undivided oneseventh 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 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.

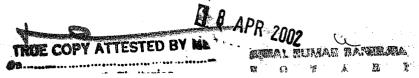
4. By an Indenture made on 4th November 1968 between Shaukat Banu wife of Mr. Golam Halim therein referred to as the Vendor of the One Part and Nawabjadi Kamrunnessa Fahtema Khatoon therein referred to as the Purchaser of the Other Part and on receipt of the consideration mentioned therein the said shaukat Banu sold transferred, conveyed assured and assigned unto the



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Purchaser ALL THAT undivided one-seventh share in the right-title and interest in Premises No.6, Rawdon Street, Calcutta – 700 017 measuring an area of 1 Bigha 6 Cottahs 13 Chittacks 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.I, 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 therein referred to as the lessee on the one hand and Najvabjadi 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 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

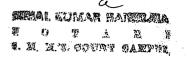




of undivided one-seventh share in Premises No.6, Rawdon Street with structures as stated above, died intestate on 18.2.1975 and in consequence of her death the said 1/7th share Devolved upon her seven sons namely, Mr. G. Kabir, Mr. G. Halim, Mr. G. Moyeen, Mr. G. Nayeem, Mr. G. Momen, Mr. G. Monem and myself Mr. G. Karim.

- The said Nawabjadi Razia Khatoon who became the owner in respect of undivided one-seventh share in the premises No.6, Rowdan Street, Calcutta, by virtue of the sale deed dated 27th July 1959 executed by Nawabjadi Kamrunnessa Fahtema Khatoon as aforesaid, with partly two and partly three storeyed building thereon fully described in the schedule written thereunder, made a oral gift out of natural love and affection towards me on the 6th September 1992 supported by a deed of Declaration affirmed on 10.9.1992 whereby the said Nawabjadi Razia Khatoon conveyed, transferred and bequeathed her entire one-seventh right, title and interest in the said premises unto me freely and voluntarily absolutely and forever with all beneficial interest therein and delivered possession thereof in presence of my other six brothers and I accepted the said gift and possession.
- By virtue as stated above I, Golam Karim became the Owner in respect of Eight fortyninth (8/49th) undivided share in the Premises at 6 Rawdon Street fully described in the Schedule written hereunder free from all encumbrances whatsoever.
- Now be it known to all concerned that I, Golam Karim son of Late Golam Kibria do hereby declare and confirm that I have on 21st day of March, 2000 in consideration of natural love and affection which I had and bear for my four brothers namely Mr. G. Kabir, Mr. G. Nayeem, Mr. G. Momen and Mr. G. 8 APR 2002







Monem (Donees) 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 8/49th (Eight fortynineth) share in the aforesaid Premises fully described in the Schedule below with all beneficial interest therein in equal proportion and delivered possession thereof simultaneously with a view to divest myself of all ownership 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 Donees Mr. G. Kabir, Mr. G. Nayeem, Mr. G. Momen and Mr. G. Monem have accepted the aforesaid gifts and took possession and control of their respective share in the said Premises in presence of the undernoted witnesses.

SCHEDULE OF PROPERTY ABOVE REFERRED TO

ALL THAT undivided 8/49th (Eight Fortynineth) Share in the partly two and partly three storeyed brick built messuage tenement or dwelling house, outhouses, 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 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 9 and the Schedule of property described above are true to my knowledge and belief.

DEPONENT

Identified by me

QUAZI F. RAHMA 23/3

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TRUE COPY ATTESTED BY MIL

Amernath Calabries
Notary Reg. No. 803/95

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