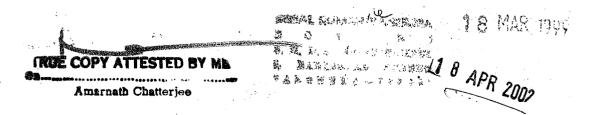


BEFORE THE NOTARY PUBLIC, CALCUTTA

AFFIDAVIT

I, NAWABJADI NOORJAHAN BEGUM, wife of Mr. Golam Moyeen, by faith: Islam, by occupation: Housewife, 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 Nawajadi Kamrunnessa Fahtema



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Khatoon therein referred to as the Purchaser of the 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-house, 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 Kamrunnessa Fahtema Khatoon by an Indenture of Lease dated 16th December,1957 demised the said premises No.6, Rawdon Street unto her seven sons namely (1) Mr. Golam Karim, (2) Mr. Golam Kabir, (3) Mr. Golam Halim, (4) Mr. Golam Moyeen, (5) Mr. Golam Nayeem, (6) Mr. Golam Momen and (7) Mr. Golam Monem as lessees thereof in equal proportion for a period of 99 years together with all rights of easements and appurtenances thereto on receipt of the premium and reserving the lease rents mentioned therein and the said Deed of Lease was registered with the Registrar of Assurances, Calcutta and recorded in Book 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 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) Mr. 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 each in premises No.6, Rawdon Street, measuring an area of 1 Bigha 6 Cottahs 13 Chittacks 6 Sq.ft. a little more or less together with partly two and partly three storeyed brick built messuage, dwelling house, outhouses, garage, 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 virtue of the aforesaid sale to all the seven purchasers including me I, Nawabjadi Noorjahan Begum have become seized and possessed of and/or otherwise well and sufficiently entitled to ALL THAT undivided one-seventh share in the aforesaid premises No.6, Rawdon Street, Calcutta with partly two and partly three storeyed building, dwelling house, out-houses, garage etc. fully







described in the Schedule written thereunder free from all encumbrances, charges, mortgages, acquisition and requisition whatsoever and however subject to right of lease in favour of the seven sons of the said Nawabjadi Kamrunnessa Fahtema Khatoon including my husband, Mr. Golam Moyeen.

5. Now be it known to all concerned that I Nawabjadi Noorjahan Begum, wife of Mr. Golam Moyeen do hereby declare and confirm that I have on the 17th March, 1999 in consideration of love and affection which I always had and still bear for my said husband, Mr. Golam Moyeen (Donee) 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-seventh 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 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 Donee Mr. Golam Moyeen has accepted the aforesaid gift and took possession and control of the same in presence of Mr. Golam Kabir and Mr. Golam Monem.

SCHEDULE OF PROPERTY ABOVE REFERRED TO

ALL THAT one-seventh undivided share in the partly two and partly three storeyed brick built messuage tenament or dwelling house, out-houses,







garage, gates, stair-cases, electric fittings and electric pump with all fittings, fixtures, baths, reservoirs, kitchens, latrines and compund 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

The Statements and declarations made in the foregoing Paragraphs 1, 2, 3,

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.

4, 5 including the Schedule of Property are true to my knowledge and belief.

DEPONENT

Identified by me.

Snagr J Raly 18,3,199

QUAZIF, RAHMAN Advocate, High Court

Ald Post office St. Calcutta-1

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