

BETWEEN MSST. DULALI BIBI widow of the late Allauddin Molla, ZAKIR HOSSAIN MOLLA, TAHIR HOSSAIN MOLLA, ALTAB HOSSAIN MOLLA, SABIR HOSSAIN MOLLA all sons of the late Allauddin Molla, MSST. FARIDA BIBI wife of Samsur Rahman, KAMALUDDIN MOLLA, JAMALUDDIN MOLLA, JAMALUDDIN MOLLA, all sons of the late Khorshed Ali Molla, all residing at Village Manikpur, Police Station Sonarpur, Dist. South 24-Parganas hereinafter jointly referred to as the VENDORS (which

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ASSURANCES I, KOLKATA

expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the **ONE PART A N D NORTH EAST RETAILERS PRIVATE LIMITED** a company incorporated under the Companies Act, 1956 having its registered office at premises No. 10/4B, Elgin Road, Kolkata - 700020, hereinafter referred to as the **PURCHSER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors-in-office and assigns) of the **OTHER PART**:

WHEREAS:

A. By eleven several Kobalas dated the 15th day of August, 1939 having Deed No. 3503, 3rd day of July, 1939 having Deed No. 2873, 29th day of August, 1949 having Deed No. 4230, 30th day of September, 1943 having Deed No. 6890, 4th day of October, 1948 having Deed No. 4881, 4th day of August, 1950 having Deed No. 3717, 21st day of April, 1959 having Deed No. 3616, 11th day of February, 1963 having Deed No. 993, 11th day of November, 1963 having Deed No. 11516, 29th day of November, 1963 having Deed No. 989 and Patta dated the 10th day of May, 1943 having Deed No. 2533, and also by inheritence from his parents one Khorshed Ali Molla amongst others became seised and possessed of and/or otherwise well and sufficiently entitled to All That the 2.82 acres be the same a little more or less situate lying at Mouja Manikpur, J.L. No. 77, Police Station Sonarpur, Pargana Magura, R.S. No. 226, Touji No. 412, comprised in-

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ADDITIONAL RESISTRAR OF ASSURANCES-I, KOLKATA

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ADDITIONAL REGISTRAR OR ASSURANCES-I, KOLKATA

(P.W.)/II-211/72 dated 13th June, 1974 published in the Calcutta Gazette, Extraordinary dated 14th June, 1974 for providing facilities for irrigation and drainage under Adi-Ganga Drainage Scheme.

- F. The said Allauddin Molla has died intestate on the 8th day of June, 1995 leaving him surviving his widow the said Dulali Bibi, his five sons Zakir Hossain Molla, Tahir Hossain Molla, Altab Hossain Molla, Sajjad Hossain Molla, Sabir Hossain Molla and only daughter Farida Bibi as his only heirs and legal representatives who upon his death became jointly entitled to his undivided part or share in the said entire land absolutely and forever.
- G. The Vendors are now seized and possessed of and /or otherwise well and sufficiently entitled to All That the said entire land minus the said one satak in Dag no. 510 and 4 sataks in Dag no. 574 free from all encumbrances, charges, liens, lispendens, attachments, acquisitions, requisitions, trusts of whatsoever nature.
- H. The Vendors herein have agreed to sell and the Purchaser and its nominees have agreed to purchase All That the said entire land at the consideration and on the terms and conditions mutually agreed.
- HH. The Vendors herein, have now by this indenture agreed to sell and the Purchaser has agreed to purchase All That the piece and parcel of land containing an area of 10 sataks be the same a little more or less out of the total area of 19 sataks situate lying at Mouja Manikpur, J.L. No. 77, Police Station Sonarpur, Pargana Magura, R.S. No. 226, Touji No. 412, C.S. Khatian no. .., R.S. Khatian no. 200, L.R. Khatian nos.39/1, 84, 182/1 and 61/1, Dag no. 512 in the District of South 24-Parganas more fully and particularly described

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in the Schedule hereunder written and shown and delineated in the map or plan annexed hereto and bordered in colour Red thereon (hereinafter referred to as the said land) free from all encumbrances, charges, liens, lispendens, acquisition, requisition, attachments, trust of whatsoever nature at and for the consideration of Rs. 1,81,500/- (Rupees one lac eighty one thousand five hundred only).

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the said sum of Rs. 1,81,500/- (Rupees one lac eighty one thousand five hundred) only of the lawful money of the Union of India well and truly paid by the Purchaser to the Vendors at or before the execution of these presents (the receipt whereof the Vendors do and each of them doth hereby as also by the receipt hereunder written admit and acknowledge and of and from the same and every part thereof forever acquit release and discharge the Purchaser and the said land) the Vendor doth hereby grant transfer convey assign and assure unto and in favour of the Purchaser All That the piece and parcel of land containing an area of 10 sataks be the same a little more or less out of the total area of 19 sataks situate lying at Mouja Manikpur, J.L. No. 77, Police Station Sonarpur, Pargana Magura, R.S. No. 226, Touji No. 412, C.S. Khatian no. .., R.S. Khatian no. 200, L.R. Khatian nos.39/1, 84, 182/1 and 61/1, Dag no. 512 in the District of South 24-Parganas more fully and particularly described in the Schedule hereunder written and shown and delineated in the map or plan annexed hereto and bordered in colour Red thereon (hereinafter referred to as the said land) OR HOWSOEVER OTHERWISE the said land or any part thereof now is or butted, bounded, called, known, heretofore was situated, described and distinguished Together With all sewers drains ditches ancient and other lights, paths, passages and all manner of rights, privileges

ADDITIONAL REGISTRAN OF ASSURANCES., KOLKATA easements, advantages and appurtenances whatsoever to the said land or any part thereof belonging to or anywise appertaining or usually held, occupied or enjoyed or reputed known as part parcel or member thereof or appurtenant thereto and all the estate, right, title, interest, property, claim and demand whatsoever both at law or in equity of the Vendors into and upon the same or thereof Together With all deeds, pattahs, muniments of title anv whatsoever relating to the said land or any part thereof which now are or at any time hereafter shall or may be in the possession, power or control of the Vendors or any other person or persons from whom they may procure the same without any action or suit **TO HAVE AND TO HOLD** the said land hereby granted and conveyed or expressed or intended so to be and every part thereof unto and to the use of the Purchaser absolutely and forever and the Vendors do and each of them doth hereby covenant with the Purchaser THAT by the Vendors or their deed or thing NOTWITHSTANDING any act, done or executed or knowingly predecessor or predecessors-in-interest suffered to the contrary the Vendors are now lawfully, rightfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said land hereby granted, transferred and conveyed or expressed or intended so to be and every part thereof without any manner or condition, use, trust or other thing whatsoever to alter, defeat, encumber or make void the same AND THAT NOTWITHSTANDING any such act, deed or thing whatsoever aforesaid the Vendors have now in themselves good right, full power and absolute authority to grant, transfer and convey the said land hereby granted, transferred and conveyed or expressed or intended so to be unto and to the use of the Purchaser in manner aforesaid AND the Purchaser shall and may at all times hereafter peaceably and quietly possess and enjoy the said land and receive the rents, issues and profits thereof without any lawful eviction, interruption, claim or demand from or by the Vendors or any person or



ADDITIONAL REGISTRAR OF ASSURANCES-I, KOLKATA

that free and clear and freely and clearly absolutely acquitted, exonerated and released or otherwise by and at the costs and expenses of the Vendors well and sufficiently indemnified of from and against all manners of claims, charges, liens, debts, attachments and encumbrances whatsoever made or suffered by the Vendors or any person or persons lawfully or equitably claiming as aforesaid AND further that the Vendors and all persons having or lawfully or equitably claiming any estate or interest whatsoever in the said land or any part thereof from under or in trust for them the Vendors shall and will from time to time and at all times hereafter at the request and costs of the Purchaser do and execute or cause to be done and executed all such acts, deeds and things whatsoever for further better and more perfectly assuring the said land and every part thereof unto and to the use of the Purchaser in manner aforesaid as shall or may be reasonably required.

THE SCHEDULE ABOVE REFERRED TO:

ALL THAT All That the piece and parcel of land containing an area of 10 sataks be the same a little more or less out of the total area of 19 sataks situate lying at Mouja Manikpur, J.L. No. 77, Police Station Sonarpur, Pargana Magura, R.S. No. 226, Touji No. 412, C.S. Khatian no. .., R.S. Khatian no. 200, L.R. Khatian nos.39/1, 84, 182/1 and 61/1, Dag no. 512 in the District of South 24-Parganas, as shown and delineated in the map or plan annexed hereto and bordered in colour RED thereon.

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IN WITNESS WHEREOF the Vendors have hereunto set and subscribed their respective hands and seals on the day month and year first above written.

SIGNED SEALED AND DELIVERED by

the within-named Vendors at Kolkata

in the presence of:

Asou Bandyupawon

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Munita

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3 Tahir Hossain molla.

4 Altab Hossain Molle

5 8 off and Hossofw morea

6 Sobin Hassaum maken

+ Farida bibi

8 JOHENS GYMX 18NGEN

9 Janual Addin molla

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ADDITIONAL TEGISTRAR OF ASSURABIOSSUS, KOLKATA **RECEIVED** of and from the withinnamed Purchaser the within-mentioned sum of Rs. 1,81,500/- (Rupees one lac eighty one thousand five hundred only) being the full consideration money as per Memo below:-

MEMO OF CONSIDERATION

DATE	PAY ORDER	PAID TO	BANK/BRANCH	AMOUNT RS.
	NO.	- 1 7211	ABN AMRO	6,482.00
11.12.2006	622316	Farida Bibi	Bank, Brabourne	,
ì			Road, Kolkata.	
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1.12.2006	622229	Kamaluddin	[- 150 -	•
		Molla	- Do -	6,482.00
1.12.2006	622278	Sabir	- 100 -	2,
		Hossain		
		Molla	- Do -	45,375.00
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Ì		Molla	- Do -	45,375.00
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		Molla	<u> </u>	6,482.00
11,12,2006	622103	Jakir	- Do -	0,102.50
		Hossain		
}		Molla		6,482.00
11.12,2006	622058	Altaf	- Do -	0,402.00
11.12,2000		Hossain		
		Molla		6,482.00
11.12.2006	622260	Sajjad	- Do -	0,402.00
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		Molla		6.400.0
11.12.2006	622070	Tahir	- Do -	6,482.0
11.12.2000	0220,0	Hossain		
	1	Molla		1000
11.12.2006	Cash	Dulali Bibi		6,483.0
11.12.2000	Casii		Total :	Rs.1,81,500.0

(RUPEES ONE LAC EIGHTY ONE THOUSAND FIVE HUNDRED ONLY)

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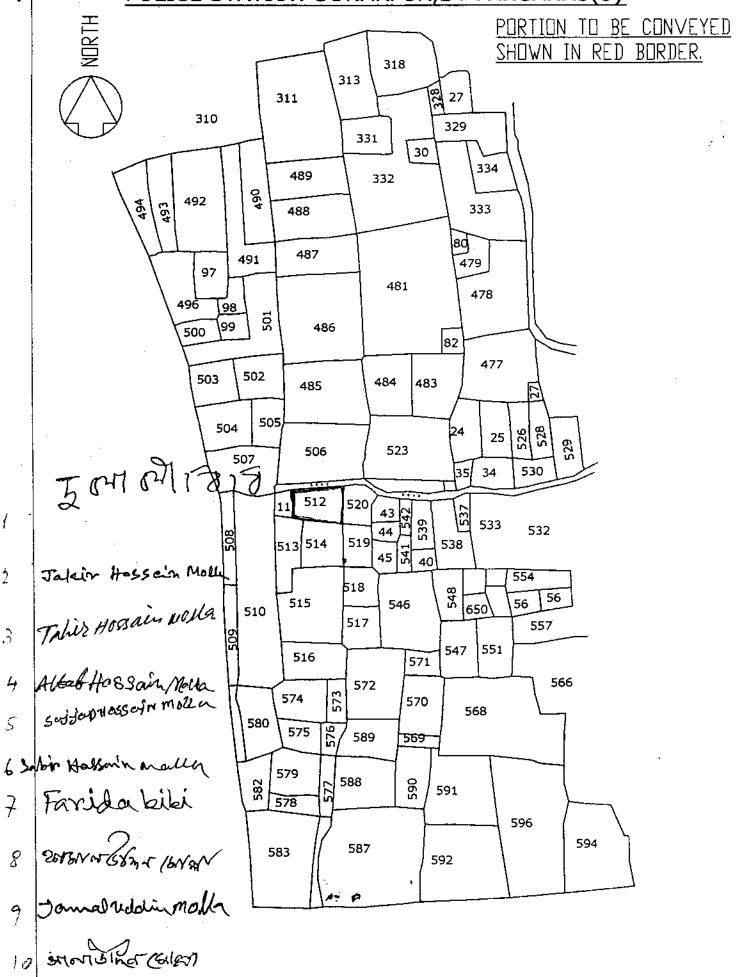
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3 Tahir HOSSain Molla 3 OFFER OF BYMA (SHEN)

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ADDITIONAL FEGISES BEST

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ACCITIONAL RECISTRAR OF ASSURANCE 34, KOLKATA

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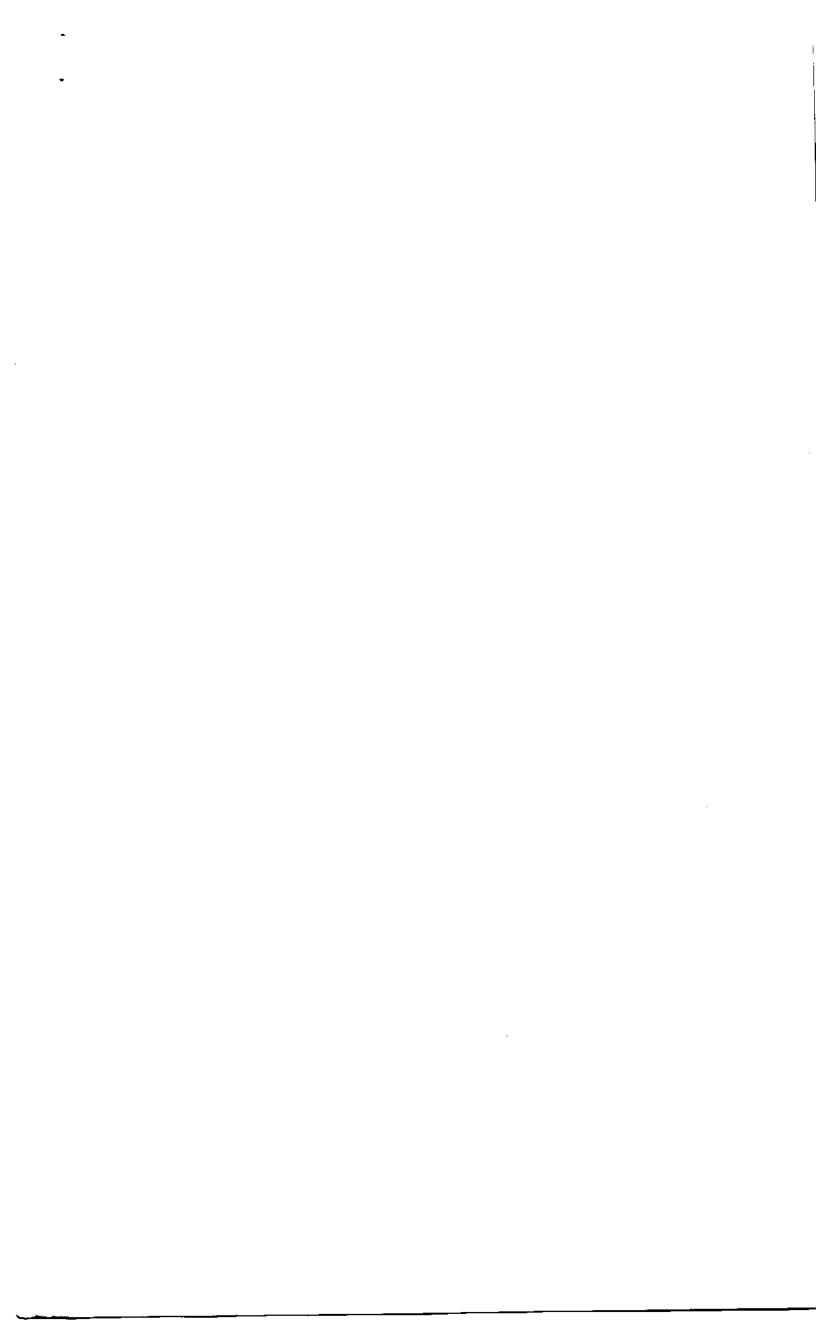
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SPECIMEN FORM FOR TEN FINGER PRINTS

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ADELTIONAL REGISTRAR OF ASSURANCES-I, KOLKATA



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DATED THIS

DAY OF

2006

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Registered in T BUOK NO. 1 VOLOUM NO. 1 PAGE NO. 1 DEED NO. 23727

BETWEEN

MSST. DULALI BIBI & ORS.

.. VENDORS

AND

NORTH EAST RETAILERS PRIVATE

LIMITED

.. PURCHASER



CONVEYANCE

ADDITIONAL RESISTRARY OF ASSURANCECH, KOLKANTA

VICTOR MOSES & CO., SOLICITORS & ADVOCATES, -6, OLD POST OFFICE STREET, KOLKATA-700 001.

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