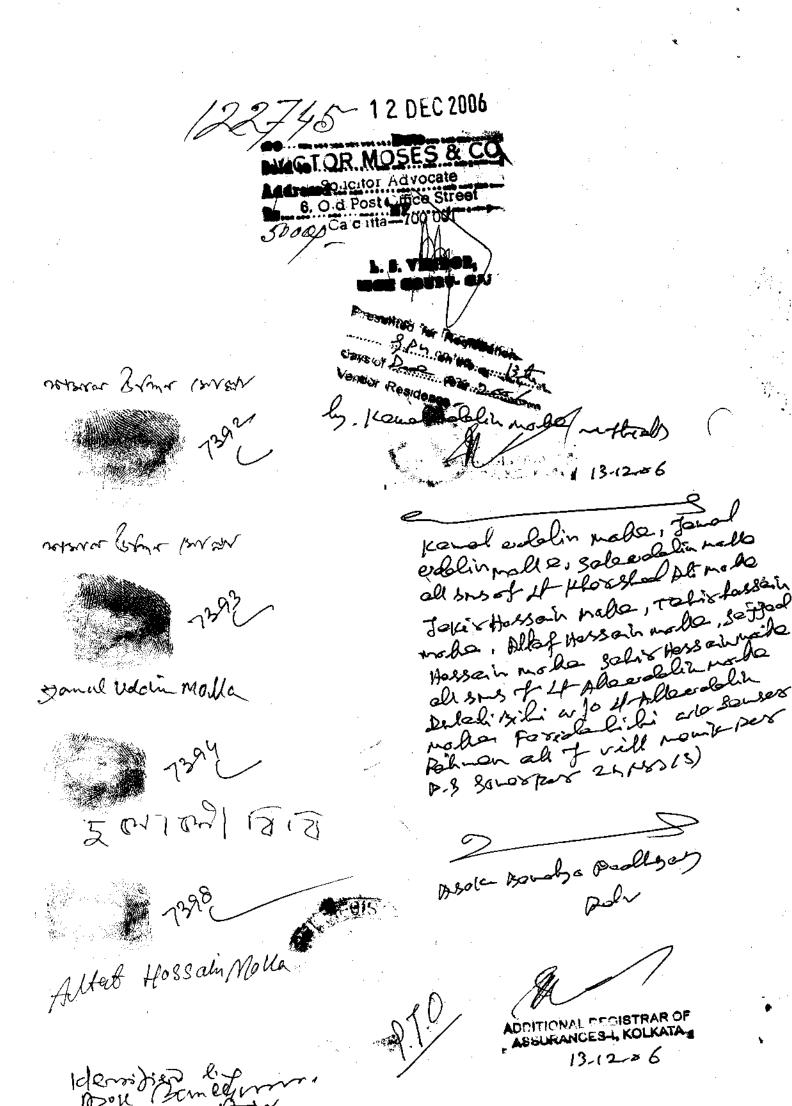


SALCUTIA NA 100 00 27.3-47 THIS INDENTURE made this 3 day of December Two Thousand Six BETWEEN MEST. DULALI BIBI widow of the late Allauddin Molla, ZAKIR HOSSAIN MOLLA, TAHIR HOSSAIN MOLLA, ALTAB HOSSAIN MOLLA, SAJJAD HOSSAIN MOLLA, SABIR HOSSAIN MOLLA all sons of the late Allauddin Molla, MSST. FARIDA BIBI wife of Samsur Rahman, KAMALUDDIN MOLLA, JAMALUDDIN SALAUDDIN MOLLA, , all sons of the late Khorshed Ali Molla, all

D. Kalkata Miny or 094938 1815 04 ban brown Pairt an Arthop San The D Defect "A" For Pr. 2607-00Sabs quently realised wanter and Si Chegan In Cherry



residing at Village Manikpur, Police Station Sonarpur, Dist. South 24-Parganas hereinafter jointly referred to as the <u>VENDORS</u> (which 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 <u>ONE PART AND BALAJI RETAILERS PRIVATE LIMITED</u> 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 <u>PURCHSER</u> (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 <u>OTHER PART</u>:

WHEREAS:

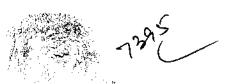
A. By eleven several Kobalas dated the 15th day of August, 1939 having Deed No. 3503, 3rd day of July, 1939 having Deed No. 2873, 29th day of August, 1949 having Deed No. 4230, 30th day of September, 1943 having Deed No. 6890, 4th day of October, 1948 having Deed No. 4881, 4th day of August, 1950 having 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. 9943, 11th day of February, 1973 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



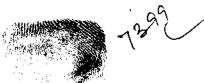
Jalais Hossein Molla



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Talis Hossain malla.



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ADDITIONAL REGISTRAR OF

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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-

C.S./ R.S./ L.R. DA NO.	C.S.	R.S. NKHATIA NO.	L.R. NKHATIAN NO.	TOTAL AREA IN EACH DAG in Satak	AREA OWNED BY KHORSHED ALI in Satak	
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477	247		84	F0	_	
			779	52	26	
	+	 	269	·····		
			148			
478	17	17	84	59	•	
	ļ		779	39	10	
 		 	269			
			148			
485	305	305	84	60	50	
	j		779	00	60	
	 	 	* 269			
	147		148			
510	 		84	88	20	
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511			84	5		
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]	ļ	39/1			
512		20	84	19	10	
	ŀ	<u> </u>	182/1	19	19	
			61/1		·	
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515	148		84	48		
Í		Ĺ	182/1	70	48	
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517	146		84	17	12	
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		<u> </u>	269			
		ļ	148			
518	159		84	17		
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542	150		269		(구구) (제)	
542	159		148	6	- 6	

MAL REGISTPAR OF KANCESH, KOLKATA

			84 * 779 269		
545	159		148 84 779 269	9	9
573	159		148 84 779 269	8	8
574	159		39/1 84 182/1 61/1	23	23
TOTAL					2.82 acres

in the District of 24-Parganas more fully and particularly described in the Schedule thereunder written (hereinafter referred to as the said entire land).

- B. The said Khorshed Ali Molla thus became seised and possessed of and/or otherwise well and sufficiently entitled to amongst others All That the said entire land.
- C. An area of 50 sataks (western side) out of Dag no. 510 (out of which 1 satak belonged to Khorshed Ali Molla) and an area of 4 sataks out of Dag no. 574 were acquired by the State of West Bengal under the West Bengal Land (Requisition and Acquisition) Act, 1948 vide notification no. 10240-L.A. (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.

LI NAL REGISTRAR OF

- D. By an Indenture of Settlement dated the 16th day of November, 1984 made between the said Khorshed Ali Molla of the One Part and Allauddin Molla, Kamaluddin Molla, Jamaluddin Molla and Salauddin Molla of the Other Part and registered with the Sub-Registrar, Sonarpur in Book No. I, Volume No.36 Pages 313 to 320, Being No. 4328 for the year 1984, the said Khorshed Ali Molla in consideration of his natural love and affection towards his said four sons granted transferred conveyed assigned and assured unto and in favour of the said four sons in trust All That the said entire land absolutely and forever with provision that upon the death of the said Settlor the said entire land shall vest in the Vendors absolutely and in equal shares.
- E. The said Khorshed Ali Molla died on the 22nd day of July, 1991.
- 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

11. I NAL REGISTRAR OR AUSURANCES KOLKATA



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 condition 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 (out of the balance land of 15 sataks) 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 C.S. Khatian no.159, R.S. Khatian no..., L.R. Khatian nos.39/1, 84, 182/1 and 61/1, Dag no. 574 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) 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 lace 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

ASSURANCES, KOLKATA

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 (out of the balance land of 15 sataks) 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 C.S. Khatian no.159, R.S. Khatian no. ..., L.R. Khatian nos.39/1, 84, 182/1 and 61/1, Dag no. 574 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 heretofore was situated, butted, bounded, called, numbered, described known, distinguished Together With all sewers drains ditches ancient and other lights, paths, passages and all manner of rights, privileges 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 any part thereof Together With all deeds, pattans, muniments of title whatsoever relating to the said land

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ASSURANCES I, KOLKATA

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 NOTWITHSTANDING any act, deed or thing by the Vendors or their predecessor or predecessors-in-interest done or executed or knowingly 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 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 demand from or by the Vendors or any person or persons lawfully or equitably claiming from under or in trust for them AND 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 (out of the balance land of 15 sataks) 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 C.S. Khatian no.159, R.S. Khatian no. ..., L.R. Khatian nos.39/1, 84, 182/1 and 61/1, Dag no. 574 in the District of South 24-Parganas as shown and delineated in the map or plan annexed hereto and bordered in colour RED thereon.

ADDITIONAL PEGISTRAR OF ASSURANCES-I, KOLKATA

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

Kolkata in the presence of:

Asok Bandyvour

by the within-named Vendors at 1 5 (27 (27) 17

Jakir Hossein Molle

3 TalibeHossain Nella

4 Albert Hossali Mollo

5 Gajjou Hossoin mela

6 Setin Heronin meder

7 Parida bibi

reterior of that Israp

9 Daniel Uddin molla

10 sand The Consett

FORTIONAL REGISTRAR OF ASSURANCES L. KOLKATA

RECEIVED of and from the withinnamed Purchaser the withinmentioned sum of Rs. 1,81,500/-(Rupees one lac eighty one thousand five hundred only) being the full consideration money per Memo below:-

MEMO OF CONSIDERATION

DATE	PAY ORDER NO.	BANK/BRANCH	AMOUNT RS.	
11.12.2006	622321	ABN AMRO Bank, Brabourne Road, Kolkata.	6,482.00	
11.12.2006	622169	- Do -	45,375.00	
11.12.2006	622292	- Do -	6,482.00	
11.12.2006	622114	- Do -	45,375.00	
11.12.2006	622175	- Do -	45,375.00	
11.12.2006	622090	- Do -	6,482.00	
11.12.2006	622234	- Do -	6,482.00	
11.12.2006	622247	- Do -	6,482.00	
11.12.2006	622083	- Do -	6,482.00	
	Cash		6,483.00	
		• Total :	Rs.1,81,500.00	

(RUPEES ONE LAC EIGHTY ONE THOUSAND FIVE HUNDRED ONLY)

Asou Bandypandon Adv.

2 Jakir Hossein Moder SHANDING (6945)

3 Talier Horsain Mella

4 Albert Hossain Moller 5 Seri y and Hossain mella

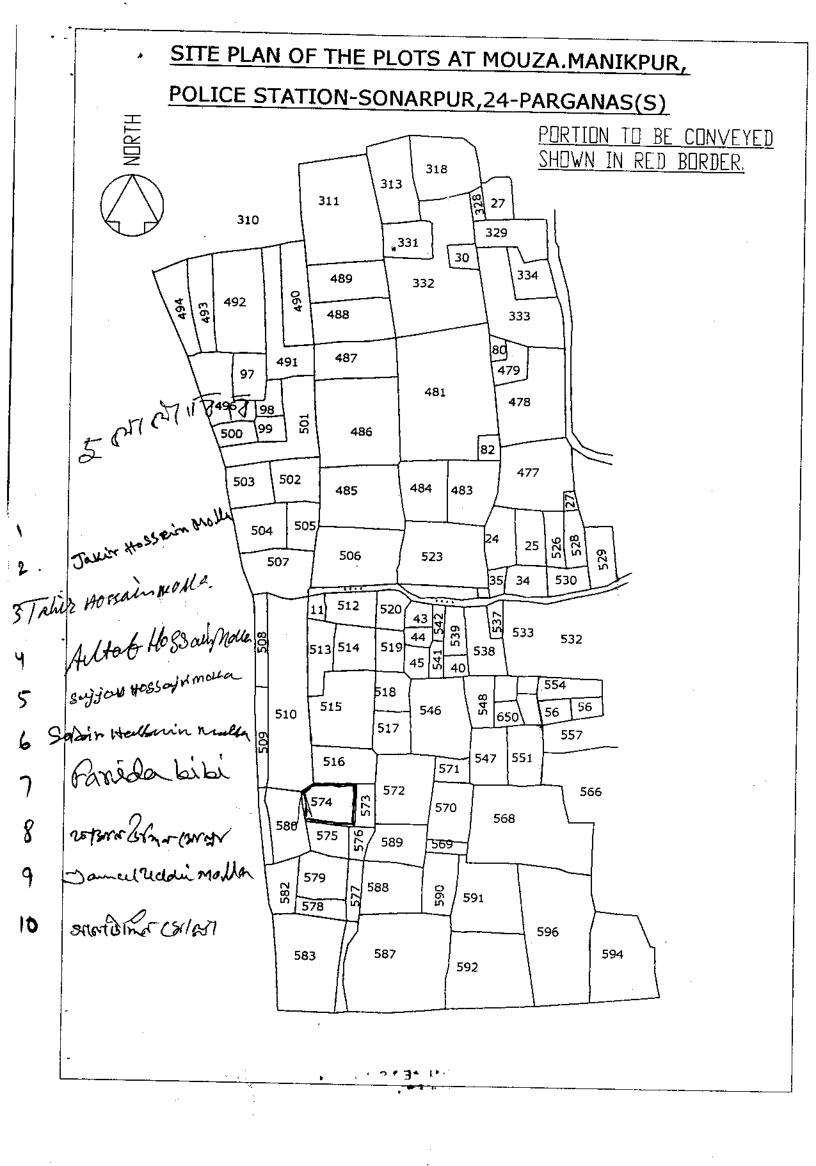
6 Saloin Hellnin malla

7 Parida bibis

8 Selseen Gran 1218 50

9 Daniel Uddin modle

ASSURANCES LI KOLKATA



ASSURANCES-I, KOLKATA

SPECIMEN FORM FOR TEN FINGER PRINTS

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	Altaf HOBSainMoller			Right Hand)	5	DILLIE

ADDITIONAL DEGISTRAR OF ASSURANCES I, KOLKATA

SPECIMEN FORM FOR TEN FINGER PRINTS

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אלאאל בינס היווויי	Thumb	Fore	Middle	Ring	Little
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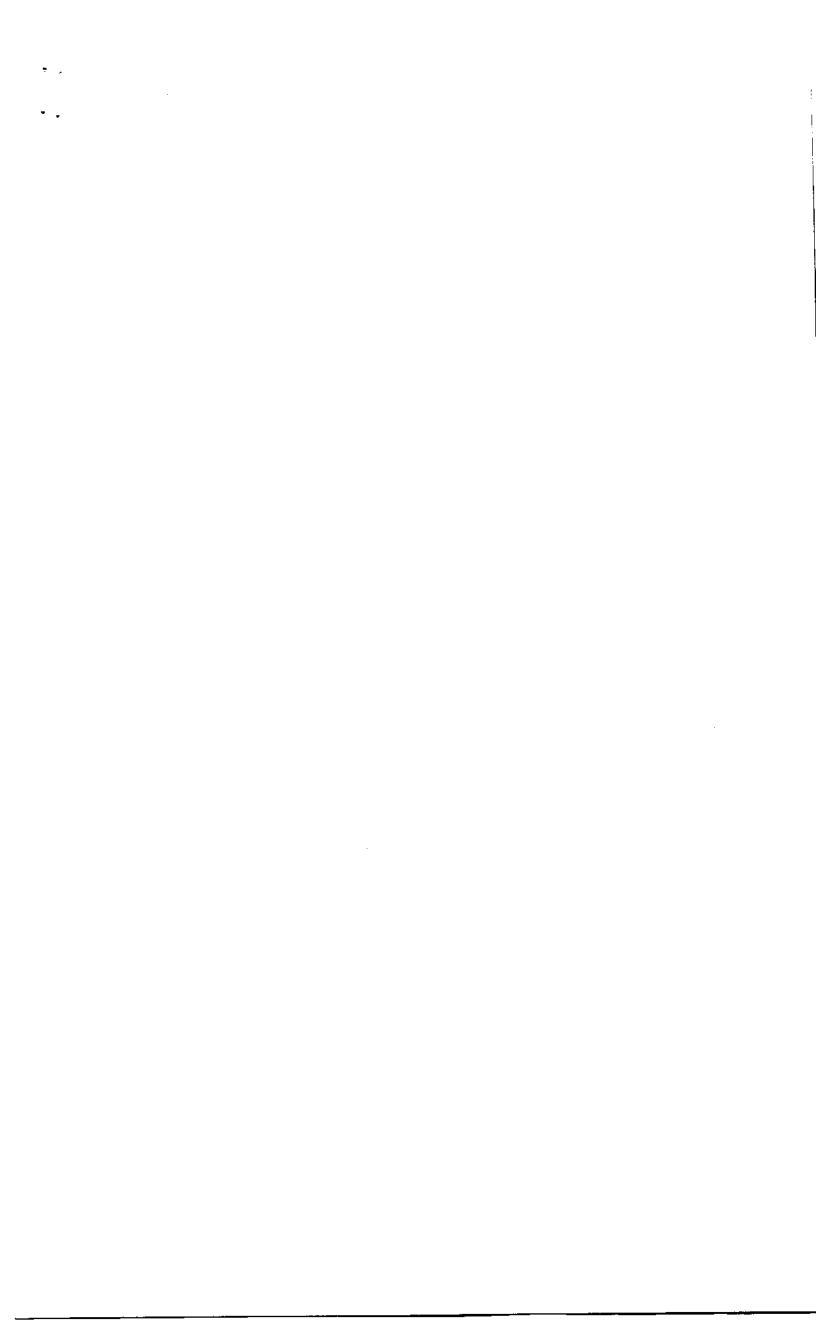
ASSURANCES-I, KOLKATA

SPECIMEN FORM FOR TEN FINGER PRINTS

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РНОТО			560			
	Little	Ring	Middle	Fore	Thumb	
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ASSURANCES & KOLKATA



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DATED THIS

DAY OF

2006

#####**########**###################

BETWEEN

MSST. DULALI BIBI & ORS.

.. VENDORS

AND

BALAJI RETAILERS PRIVATE LIMITED

PURCHASER

CONVEYANCE

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

TIONAL RESISTANT ASSURANCES I, KOLKATA

ADDITIONAL REGISTRAR CA

PRANDED-I, KULKATA

Registered in a BOOK NO. VOLOUMINO PARE NO. DEED NO.