

THIS INDENTURE made this Aday of Determine Two Thousand Six BETWEEN MSST. 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 MOLLA AND SALAUDDIN MOLLA, all sons of the late Khorshed Ali Molla, all

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12 DEC2006 residing Pargana express context admini D ZES the Co 10/4B PURC | the si succe: SURANCES - KOLKATA lin malla touched Salae dalin works all sof havir it khowshow Alrnolle, 20160) mode, Talio Hassach walls. Al day (t Hessein mode. Sofged Hesein Salis Hossah mola elsosof Allandolin mola Dulali si havi: 4th c Wo It Alberdalin mode Fer Bili als souser pohnon all will nowik per P. & Grosper 21 havi 🔓 11th Nov. L Debate Mendys B hav: Dee Ali oth

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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 A N D ZEST 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>:

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WHEREAS:

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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

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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. DAG NO.	C.S. KHATIAN NO.	R.S. KHATIAN NO.	L.R. KHATIAN NO.	TOTAL AREA IN EACH DAG in Satak	AREA OWNED BY KHORSHED ALI in Satak
477	247		148 84 779 269	52	26
478	17	17	148 84 779 269	59	10
485	305	305	148 84 779 269	60	60
510	147 247		148 84 779 269	88	39
511		200	148 84 779 269	5	5
512		20	39/1 84 182/1 61/1	19	19
515	148		39/1 84 182/1 61/1	48	48
517	. 146		148 84 779 269	17	12
518	159		148 84 779 269	17	17
542	159		148	6	6

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

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. 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

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ADDITIONAL PERMITS AT UR ASSURANCES II, KOLKATAN 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.

- D. The said Khorshed Ali Molla died on the 22nd day of July, 1991.
- E. 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.
- 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

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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 (out of the total area of 48 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.148, R.S. Khatian no. ... L.R. Khatian nos.39/1, 84, 182/1 and 61/1, Dag no. 515, 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 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

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ACCITIONAL PROBLEM GET ASSURANCES I, 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 total area of 48 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.148, R.S. Khatian no. ... L.R. Khatian nos.39/1, 84, 182/1 and 61/1, Dag no. 515, 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, numbered, described butted, bounded, called, 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, pattahs, muniments of title whatsoever relating to the said land

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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

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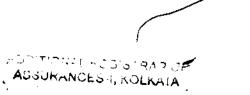
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or otherwise by and at the costs and expenses of the Vendors well and sufficiently indemnified of from and against all manners of claims, charges, liens, debts, attachments and encumbrances whatsoever made or suffered by the Vendors or any person or 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 the piece and parcel of land containing an area of 10 sataks (out of the total area of 48 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.148, R.S. Khatian no. ... L.R. Khatian nos.39/1, 84, 182/1 and 61/1, Dag no. 515, 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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NAL REGISTRAR OF

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:

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Jakir Hossein Moller Takir Hossein Moller Takir Herstein 1110/11.

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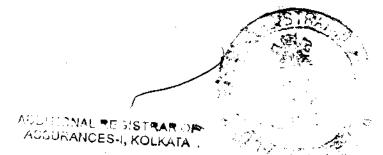
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RECEIVED of and from the withinnamed Purchaser the within-mentioned sum of Rs. 1,81,500/- (Rupees one lac eighty one thousand five hundred only) being the full consideration money as per Memo below:-

MEMO OF CONSIDERATION

DATE	PAY ORDER NO.	PAID TO	BANK/BRANCH	AMOUNT RS.
11.12.2006	622307	Farida Bibi	ABN AMRO Bank, Brabourne Road, Kolkata.	6,482.00
11.12.2006	622221	Kamaluddin Molla	- Do -	45,375.00
11,12,2006	622297	Sabir Hossain Molla	- Do -	6,482.00
11.12.2006	622111	Salauddin Molla	- Do -	45,375.00
11.12.2006	622179	Jamaluddin Molla	- Do -	45,375.00
11.12.2006	622094	Jakir Hossain Molla	- Do -	6,482.00
11.12.2006	622241	Altaf Hossain Molla	- Do -	6,482.00
11.12.2006	622251	Sajjad Hossain Molla	- Do -	6,482.00
11.12.2006	622079	Tahir Hossain Molla	- Do -	6,482.00
11.12.2006	Cash	Dulali Bibi		6,483.00
			Total:	Rs.1,81,500.00

(RUPEES ONE LAC EIGHTY ONE THOUSAND FIVE HUNDRED ONLY)

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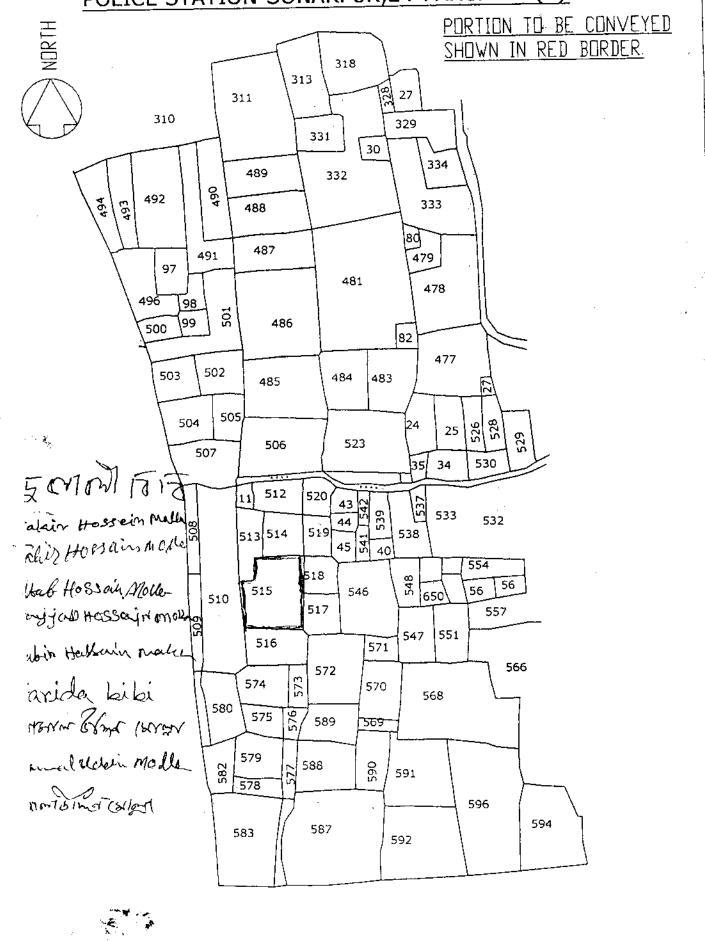
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MEDUKANUGA-I, KOLKATA

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DATED THIS

DAY OF

2006

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PAGE NO. 2514

BETWEEN

MSST. DULALI BIBI & ORS.

.. <u>VENDORS</u>

AND

ZEST RETAILERS PRIVATE

LIMITED

.. PURCHASER





CONVEYANCE

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

Scarrestor