

DATED THIS:

19TH

DECEMBER 2014

ASSIGNMENT
OF
GOODWILL

MR IRSHADUR RAHMAN
(“The Assignor”)

-AND -

MR JAKIR HUSSAIN KHAN
&
MD NOOR UDDIN LUDI
(“The Assignees”)

‘AKASH TANDOORI’
GROUND FLOOR
185 HIGH STREET,
HORNCHURCH,
RM11 3XS

THIS ASSIGNMENT OF GOODWILL is made The TH 19 Day of DECEMBER 2014

BETWEEN:-

MR IRSHADUR RAHMAN of 185A High Street, Hornchurch, Essex, RM11 3XS
("The Assignor") and

MR JAKIR HUSSAIN KHAN of 25 Becket Avenue, East Ham, London, E6 6AE & **MD NOOR UDDIN LUDI** of 6 Bath Road, Forest Gate, London E7 8QQ
("The Assignees")

WHEREAS:

- (A) The Assignor has agreed with the Assignees for the sale of the goodwill of the business carried on at the premises known as '**AKASH TANDOORI**' of **Ground Floor Premises known 185 HIGH STREET, HORNCHURCH, RM11 3XS** and to hold themselves as carrying on the business in succession to the Assignor.
- (B) The Assignor has agreed with the Assignees for the sale to them of the business carried on at the premises as Licensed Indian Restaurant known as 'Akash Tandoori' and to hold themselves as carrying on the business in succession to the Assignor

NOW THIS DEED WITNESSETH as follows:

1. In pursuance of the said agreement and in consideration of the sum of **FOURTEEN THOUSAND POUNDS (£14,000.00)** now paid by the Assignees to the Assignor (the receipt of which the Assignor hereby acknowledges) the Assignor hereby Assigns all that Goodwill in the Business in succession to the Assignor and to hold the same unto the Assignees absolutely.
2. The Assignor hereby covenants with the Assignees that the Assignor will not for a radius of Two (2) miles from the premises and for a period of Two (2) years from the date hereof (the "effective date") either alone or jointly with or as manager or agent for any person or company directly or indirectly:
 - (a) Carry on or be engaged in competition with the Business
 - (b) Seek to procure orders from or do business with any person who at any time has been a regular customer of the business during the prior twenty four months
3. The Assignor hereby covenants with the Assignees that the Assignor will pay and discharge all liabilities of any kind which may be due and payable at any time prior to the date hereof in connection with the business and will keep the Assignees his effects and estates indemnified against the same and against all actions proceeding claims demands costs damages and expenses in relation thereto.
4. The Assignees hereby jointly and severally covenant with the Assignor that they will pay all liabilities of any kind in connection with the Businesses incurred after the date

hereof and will keep the Assignor their effects and estates indemnified against the same and against all actions proceedings claims demands costs damages and expenses in relation thereto.

5. Except where the context does not so permit the singular shall include the plural and vice versa and the masculine shall include the feminine and vice versa and where there is more than one Assignor and/or Assignees all the conditions entered into by such persons shall be joint and several.

IN WITNESS whereof the parties have executed this Deed the day and year first above written

SIGNED as a DEED
By The Assignors
IRSHADUR RAHMAN

X MR IRSHADUR RAHMAN


In the presence of

19/12/14


MR. BABUL AHMED
SOLICITOR

HOLDEN HALE SOLICITORS
2nd Floor 5 Harbour Exchange
London, E14 9GE
Tel 020 7190 3388
Fax 020 7190 3389 DX 55652 Bow

SIGNED as a DEED
By The Assignee
JAKIR HUSSAIN KHAN

X 

In the presence of

19/12/14


MR. BABUL AHMED
SOLICITOR

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By The Assignee
MD NOOR UDDIN LUDI

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