

381/12 CP-287 314



पश्चिमबङ्गा पश्चिम बंगाल WEST BENGAL

B 363834

N.V. 9,81,360/-

100
+ 2 ne 48998

Stamp Act, 1899
Amendment Act, 1908
Module IA, No. 23, 5d.

Paid on account to

A - 10791-

E - 7

9 - 55-

no - 25-

no - 4

10882

16-1-07.

033938

49060

THIS DEED OF CONVEYANCE

Made this the 16th day of January,
TWO THOUSAND AND SEVEN A.D.

BETWEEN

CIRCLE CLUBS & RESORTS PRIVATE LIMITED, a

company incorporated under the provisions of the Companies Act,

1956, having its registered office at No. 1/1B, Upperwood Street,

Sale + Agreement
9,81,360/-

A-10791
E-7
9-55
no-25
no-4
10882



127688

No. Date

Sold to ...

Address ...

16-1-07

16-1-07

by SK. Rejaul Islam
one of the Exls. 11

L. S. VENDOR,
HIGH COURT-CLERK

SK. Rejaul Islam.

669

16-1-07

SK. Rejaul Islam.

664

L.T.-I of Najia Bibi
By Per Chitta naskar

665

SK. Safikul Islam

666

Papia Pasvin

PTO

Chittanjan naskar

① SK. Rejaul Islam
② + Rajia Bibi + Safikul
Islam both sons & wife
of late SK. Ali Muhammed.
③ + Papia Pasvin also late
SK. Ali Muhammed + Jobeda
Bibi + Abeda Bibi + Sajeda
Bibi + Olida Bibi all dau-
ghters of late SK. Ali
Muhammed residing at
100-400. vill & P.O. Cherpur
P.S. Rajarhat Dist-24-P.S. (M)
& 5-800 at vill - Jafarpur,
P.S. Kasipur Dist-24-P.S. (S)

Chitta ranjan naskar
SK. H. naskar
vill & P.O. Shikharpur
Rajarhat, service.

16-1-07.

2

Kolkata-700 017 hereinafter referred to as the "**PURCHASER**"
(which expression shall unless excluded by or repugnant to the
subject or context be deemed to mean and include its successors,
successors in interest and assigns) of the *ONE PART*;

AND

(1) **NAJIA BIBI** wife of Late Sk. Ali Muhammed;

(2) **SK. REJAUL ISLAM;**

(3) **SK. SAFIKUL ISLAM;**

Both sons of the said late Sk. Ali Muhammed;

(4) **PAPIYA PARVIN** daughter of the said late Sk. Ali
Muhammed;

All residing at P. O. Village Chandpur, P. S. Rajarhat in the
district of 24 Parganas (North);

(5) **JOBEDA BIBI** daughter of the said late Sk. Ali Muhammed,
wife of Liyakat Hosen residing at Village Bhogali, P. S.
Kasipur, in the district of 24 Parganas (South);

(6) **ABEDA BIBI** daughter of the said late Sk. Ali Muhammed,
wife of Modasar Hosen residing at Village Alakoilia, P. S.
Kasipur, in the district of 24 Parganas (South);

(7) **SAJEDA BIBI** daughter of the said late Sk. Ali Muhammed,
wife of Mosaref Hosen residing at P. O. & Village Kasipur, P.
S. Kasipur, in the district of 24 Parganas (South); AND



667

জোহেদা বিবি



668

জোহেদা বিবি



669

আবদুল হক



670

আবদুল হক



Philta njan
Sfo - H. njan
vithro - Philta
Rajinur
Service

(8) **OHIDA BIBI** daughter of the said late Sk. Ali Muhammed, wife of Rafikul Islam residing at Village Jafarpur, P. S. Kasipur, in the district of 24 Parganas (South); hereinafter jointly referred to as the "**VENDORS**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, successors, representatives, administrators and assigns) of the *OTHER PART*;

WHEREAS:

A. The Vendors herein have jointly held out and represented to the Purchaser as follows:

- (i) At all material times, one Sk. Ali Muhammed son of Naoser Ali was the absolute and recorded owner of ALL THOSE the pieces and parcels of land measuring about 29.452 Satak as per recorded share equivalent to 30.00 Satak as per recorded area be the same a little more or less comprised in or forming part of L. R. Dag Nos. 1965, 1966, 1969, 1970, 2309, 2310 & 2314 recorded vide his L. R. Khatian No. 48 all within Mouza Chandpur Chappagachi under Chandpur Gram Panchayat P. S. Rajarhat in the district of North 24 Parganas (hereinafter referred to as "the said land") which is more fully mentioned and described in the Schedule written hereunder;

- (ii) The said Sk. Ali Muhammed died intestate leaving behind surviving him his wife (the Vendor No. 1 herein), 2 sons (being the Vendor Nos. 2 & 3 herein) and 5 daughters (being the Vendor Nos. 4 to 8);
- (iii) The Chandpur Gram Panchayat has by its Certificate dated 15th March, 2005 inter alia confirmed that the said Sk. Ali Muhammed was as on date survived by the the Vendors herein as his only legal heirs;
- (iv) The Vendors herein are thus the absolute owners of or otherwise sufficiently entitled to the entire estate of the said Sk. Ali Muhammed, since deceased including the said land;
- (v) The Vendors are in peaceful khas physical and actual possession of the said land and the said land is free from all encumbrances whatsoever and howsoever.

B. The Vendors have jointly negotiated with the purchaser herein for sale of the said land and have agreed to sell transfer convey assure and assign unto and in favour of the purchaser the said land for the consideration and on the terms and conditions mutually agreed upon by the parties hereto;

C. The purchaser has at or before execution of this indenture paid to the vendors the entire amount of the said mutually agreed consideration and has called upon the vendors to grant this conveyance in its favour.

NOW THIS INDENTURE WITNESSETH as

follows:

- I. Relying on the aforesaid representations and assurances amongst others made by the Vendors and in pursuance of the said agreement made thereafter between the Vendors and the Purchaser and in consideration of a sum of Rs. 9,81,767/- (Rupees Nine Lacs Eighty One Thousand Seven Hundred & Sixty Seven) only paid to the Vendors by the Purchaser at or before the execution of these presents as per Memo of Consideration described hereunder, the receipt whereof the Vendors do and each one of them doth hereby as also by the receipt hereunder granted admit and acknowledge and of and from payment of the same and every part thereof hereby acquit, release and forever discharge the Purchaser and the said land hereby sold or so intended to be. The Vendors do and each one of them doth hereby sell, grant, transfer, convey, assign and assure unto and in favour of the Purchaser absolutely and forever free from all encumbrances, charges, claims, demands, liens, trusts, mortgages, lispens, attachments, acquisitions and/or requisition their respective areas of land being the said land being ALL THOSE the pieces and parcels of land measuring about 29.452 Satak as per recorded share equivalent to 30.00 Satak as per recorded area be the same a little more or less comprised in or forming part of L. R. Dag Nos. 1965, 1966, 1969, 1970, 2309, 2310 & 2314 recorded vide his L. R. Khatian No. 48 all within Mouza Chandpur Chappagachi under the Chandpur Gram Panchayat within the jurisdiction of P. S. Rajarhat

in the district of 24 Parganas (North) more fully mentioned and described in the schedule hereunder written with all ownership rights to own possess use and enjoy AND ALSO TOGETHER WITH all and singular the intangible assets edifices fixtures gates courts courtyards compound areas sewers drains ways paths passages fences hedges ditches trees standing crops walls water water courses lights and all manner of former and other rights liberties benefits privileges easements quasi-easements appendages and appurtenances and other similar rights for the beneficial use and enjoyment of the said land whatsoever belonging or in any way appertaining thereto or reputed or known to be part or parcel or member thereof which now is or are or heretofore were or was held used occupied or enjoyed therewith TO HAVE AND TO HOLD the said land and every part thereof more fully mentioned and described in the schedule written hereunder absolutely and forever without any hindrance, interruption, disturbance, claim or demand whatsoever from the Vendors or any person or persons lawfully or equitably claiming any estate, right, title and interest whatsoever from under through or in trust for the Vendors.

- II. AND THAT the Vendors do and each one of them doth hereby covenant that the interest which the Vendors profess to transfer, subsists and that the Vendors have good and marketable title, full right, power and absolute authority to grant, sell, transfer, convey, assign and assure unto the Purchaser the said land in the manner aforesaid.

- III. AND THAT the said land hereby transferred is free from all encumbrances, claims, demands, charges, mortgages, trusts, attachments, liens, lispendens, acquisitions or notice of acquisition and/or requisition whatsoever and howsoever made or suffered by the Vendors or their predecessors in title or any person or persons lawfully and equitably claiming as aforesaid.
- IV. AND THAT the Vendors do and each one of them doth hereby declare that the said land is under their own direct cultivation and that there is no Bargadar or Bhag Chasi in the said land.
- V. AND THAT the Vendors do and each one of them doth hereby indemnify and covenant to keep indemnified the Purchaser from and against all rights, titles, interests, liens, charges and encumbrances whatsoever made, done, executed or occasioned or suffered by the Vendors.
- VI. AND THAT it shall be lawful for the Purchaser from time to time and at all times hereafter to enter into and to hold and enjoy the said land and every part thereof and to receive the rents issues and profits thereof without any interruption disturbance claim or demand whatsoever from or by the Vendors and freed and cleared from and against all manner of encumbrances trust liens and attachments whatsoever.
- VII. AND THAT the Vendors and all persons lawfully or equitably claiming any estate, right, title or interest whatsoever in the said land or any part thereof from,

through, under or in trust for the Vendors shall and will from time to time and at all times hereafter at the request of the Purchaser make, do, acknowledge and execute or cause to be done, made, acknowledged and executed all such further and other acts, deeds, matters, things and assuring the said land hereby sold, conveyed, assigned and assured and every part thereof unto and to the use of the said Purchaser in the manner aforesaid as shall or may be reasonably be required by the Purchaser.

VIII. AND THAT all the rates, taxes and other outgoings in respect of the said land have been paid by the Vendors till the date hereof and the Vendors hereby further indemnify and covenant to keep indemnified the Purchaser against all claims or demands arising in respect thereof.

IX. AND THAT the Vendors have assured that they had offered the said land to the contiguous owners of the said plot of land and that upon their refusal to purchase the same, the Vendors herein have approached and negotiated with the purchaser herein for the sale and transfer of the said land. The Vendors do and each one of them doth hereby further indemnify and covenant to keep indemnified the Purchaser herein against any claims, demands, injury, lispensens or any other harmful action against the Purchaser by any person claiming his right on the said land.

THE SCHEDULE above referred to:

ALL THOSE pieces and parcels of land recorded vide L. R. Khatian No. 48 as per details below:

L. R. DAG NO	TOTAL AREA OF DAG (in Satak)	NATURE	Share	Recorded Area (In Satak)	Area sold as per Share (in Satak)
1965	8	SALI	0.1111	0	0.889
1966	15	SALI	0.1111	2	1.667
1969	8	SALI	0.1111	1	0.889
1970	16	SALI	0.1111	1	1.778
2309	386	SALI	0.05	20	19.300
2310	28	DOBA	0.05	2	1.400
2314	53	DANGA	0.0666	4	3.530
TOTAL					29.452

in total the area of land measuring **29.452 (Twenty Nine Point Four Five Two) Satak** as per recorded share all within Mouza Chandpur Chappagachi under Chandpur Gram Panchayat P. S. Rajarhat in the district of 24 Parganas (North) or howsoever otherwise the same are is was or were heretofore butted bounded known numbered described called or distinguished.

MEMO OF CONSIDERATION

RECEIVED of and from the within named Purchaser the sum of Rs. 9,81,767/- (Rupees Nine Lacs Eighty One Thousand Seven Hundred & Sixty Seven) only being the entire sum of money payable for and towards the sale of the said land mentioned in the Schedule written hereinabove as per memo below:

By Cash

Rs. 9,81,767-00

Rs. 9,81,767-00

(Rupees Nine Lacs Eighty One Thousand Seven Hundred & Sixty Seven) only.

Witness:

1.

Chittanjan Mondal

L.T.L. of Nayin Badi
by the son of Chittanjan Mondal

2. SK Rozaw Islam.

3. SK Rafikul Islam

2.

Skajul Islam
at - Lauhati.

4. Palia Parvin

5. কোমল হাতি

6. মোহাম্মদ হাতি

7. আরজান হাতি

8. উম্মে হাতি

Drafted by me.



(S. K. Kanodia)

Advocate.

Read over and explained by
verrecular and understood.

Chittanjan Mondal

Sl. No. Signature of the executant and/or purchaser / Presentants

SPECIMEN FORM FOR TEN FINGER PRINTS

1.



LITTLE



RING



MIDDLE



FORE



THUMB

LEFT HAND



THUMB



FORE



MIDDLE



RING



LITTLE

RIGHT HAND

2.



LITTLE



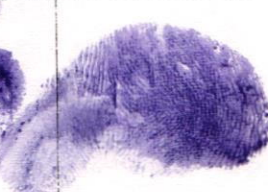
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MIDDLE



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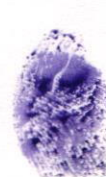


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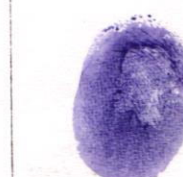
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THUMB



FORE



MIDDLE



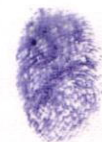
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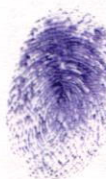
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RIGHT HAND

3.



LITTLE



RING



MIDDLE

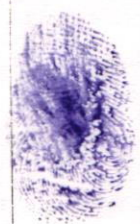


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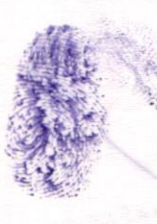


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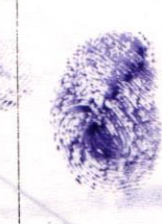
LEFT HAND



THUMB



FORE



MIDDLE



RING



LITTLE

RIGHT HAND

SK. Logan/Islam

Sl. No. Signature of the executant and/or purchaser / Presentants

SPECIMEN FORM FOR TEN FINGER PRINTS

1.



Sh. Saifuddin Islam

LITTLE	RING	MIDDLE	FORE	THUMB
LEFT HAND				
THUMB	FORE	MIDDLE	RING	LITTLE
RIGHT HAND				

2.



Bria Parvin

LITTLE	RING	MIDDLE	FORE	THUMB
LEFT HAND				
THUMB	FORE	MIDDLE	RING	LITTLE
RIGHT HAND				

3.



Sh. Ramesh Kumar

LITTLE	RING	MIDDLE	FORE	THUMB
LEFT HAND				
THUMB	FORE	MIDDLE	RING	LITTLE
RIGHT HAND				

Sl. No. Signature of the executant and/or purchaser / Presentants

SPECIMEN FORM FOR TEN FINGER PRINTS

1.



সারিয়া হিদি



LITTLE



RING



MIDDLE



FORE



THUMB

LEFT HAND



THUMB



FORE



MIDDLE



RING



LITTLE

RIGHT HAND

2.



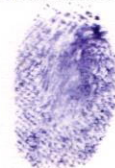
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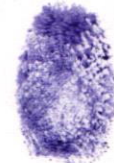
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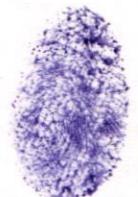
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MIDDLE



FORE



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LEFT HAND



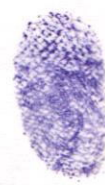
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FORE



MIDDLE



RING



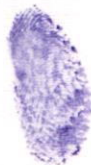
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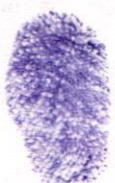
সারিয়া হিদি



LITTLE



RING



MIDDLE



FORE



THUMB

LEFT HAND



THUMB



FORE



MIDDLE



RING



LITTLE

RIGHT HAND

DATED 16th day of January, 2007

NAJIA BIBI & ORS

- VENDORS

AND

CIRCLE CLUBS & RESORTS PRIVATE

LIMITED

- PURCHASER



DEED OF CONVEYANCE

In respect of an area of land
measuring 29.452 Satak
in Mouza Chandpur Chappagachi,
24 Parganas (North)



KANODIA & CO.,

Solicitors & Advocates,
6, Old Post Office Street,
KOLKATA - 700001.
Off: 22307298/22109532
Fax: 22480035
Res.: 26557108/0151
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[CP287-con1]