

M.v 93,500/ Mb 1114

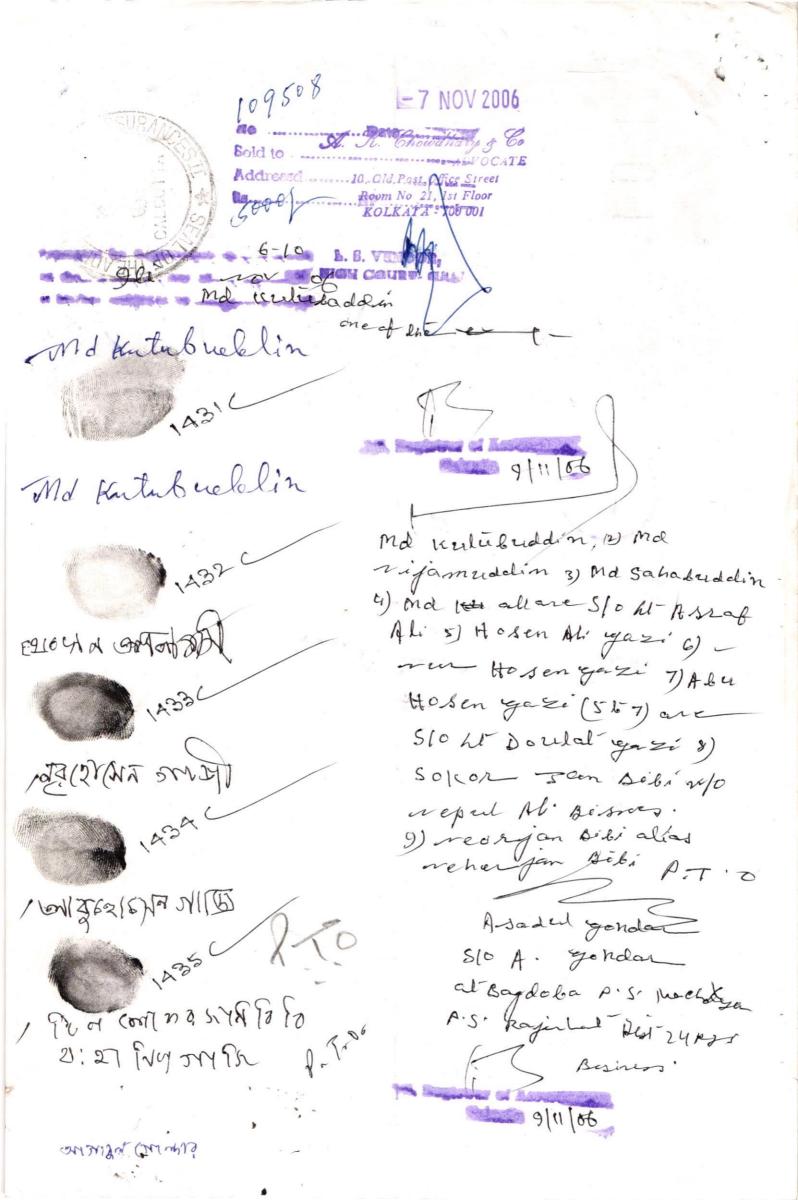
SALE DEED

THIS SALE DEED IS made this 9th day of November, Two Thousand and Six **BETWEEN** (1) **HOSEN ALI GAJI**, aged about 62 years, (2) NUR HOSEN GAJI, aged about 56 years, (3) ABU HOSEN GAJI, aged about 52 years, nos. 1 to 3 are sons of Late Doulat Gaji, residing at Village & P.O. Chandpur, P.S. Rajarhat, District North 24 Parganas, (4) SOKOR JAN BIBI, wife of Nepur Ali Biswas, aged about 35 years,

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residing at Village & P.O. Shyamnagar, P.S. Kasipur, District South 24 Parganas, (5) **NEORJAN BIBI alias NEHERJAN BIBI,** aged about 42 years, residing at Village & P.O. Patharghata, P.S. Rajarhat, District North 24 Parganas, nos. 4 and 5 are daughters of Late Doulat Gaji, (6) MD. AJIMADDIN, aged about 46 years, (7) MD. NIJAMUDDIN, aged about 43 years, (8) MD. SAHABUDDIN, aged about 32 years, (9) MD. KUTUBADDIN, aged about 30 years, nos. 6 to 9 are sons of Late Asraf Ali and Late Fuljan Bibi, residing at Village & P.O. Chandpur, P.S. Rajarhat, District North 24 Parganas, (10) RAOSHONARA BEGAM, wife of Sekhdeen Mohammad, aged about 52 years, residing at Village Dakshina Para, Chandigarh, P.O. Rohanda, P.S. Barasat, District North 24 Parganas, (11) CHAYARA BIBI, wife of Habibullaha, aged about 37 years, residing at Village, P.O. & P.S. Haroa, District North 24 Parganas, (12) AMENA BIBI, wife of Nasiruddin, aged about 42 years, residing at Village Bishnupur, P.O. & P.S. Rajarhat, District North 24 Parganas, (13) MASUDA MOLYA, wife of Nasiruddin, aged about 43 years, residing at Village Machhibhanga Purba Para, P.O. Tona, Bhangore, District South 24 Parganas (14) ACHHMA KHATUN, wife of Enamul Hak, aged about 41 years, residing at Village Dakshina Para, Chandigarh, P.O. Rohanda, P.S. Barasat, District North 24 Parganas and (15) SERINA BIBI, wife of Arsad, aged about 39 years, residing at Village Sonapukur, P.O. Sankarpur, District North 24 Parganas, nos. 10 to 15 are daughters of Late Asraf Ali and Late Fuljan Bibi, all by faith Muslim, hereinafter 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 heirs, executors, administrators, legal representatives and assigns) of the ONE PART AND CIRCLE CLUBS & RESORTS PRIVATE LIMITED, a Company duly registered and incorporated under the provisions of the Companies Act, 1956 and having its registered office at 1/1B, Upper Wood Street, 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 SECOND PART.



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WHEREAS HOSEN ALI GAJI, NUR HOSEN GAJI, ABU HOSEN GAJI, all sons of Late Doulat Gaji, SOKOR JAN BIBI, wife of Nepur Ali Biswas, NEORJAN BIBI alias NEHERJAN BIBI, both daughters of Late Doulat Gaji, MD. AJIMADDIN alias MD. AZIMUDDIN, NIJAMUDDIN alias SAHABUDDIN alias MD. NIZAMUDDIN, SAHABUDDIN, KUTUBADDIN alias MD. QUTUBUDDIN, all sons of Late Asraf Ali and Late Fuljan Bibi, RAOSHONARA BEGAM alias RAWSANARA BIBI, wife of Sekhdeen Mohammad, CHAYARA BIBI alias SAYRA BIBI, wife of Habibullaha, AMENA BIBI, wife of Nasiruddin, MASUDA MOLYA alias MAMUDA BIBI, wife of Nasiruddin, ACHHMAKHATUN alias ASMA BIBI, wife of Enamul Hak, SERINA BIBI, wife of Arsad, all daughters of Late Asraf Ali and Late Fuljan Bibi, are owned and in khas possession of all that piece and parcel of land admeasuring 2.66 Sataks (Decimal) equal to 1 Cottah 10 Chittacks and 9.2 Sq.ft. out of 8 Sataks which arising out of 32 Sataks along with others be the same a little more or less situate in Mouza Chandpur Champagachi, under Chandpur Gram Panchayet, P.S. Rajarhat, District North 24-Parganas in J.L. No. 48, C.S. Dag no. 1725, L.R. Dag No. 1959, C. S. Khatian No. 311, classified as Sali (Paddy) land and enjoying the absolute right, title and interest thereof free from all lispendenses, demands, encumbrances, charges, liens, hindrances, attachments, debts and dues whatsoever without any interference and disturbance of any manner whatsoever from any corner whatsoever.

AND WHEREAS one Maola Box Gazi, son of Late Dukhi Gazi, sold, transferred and conveyed all that piece and parcel of land admeasuring 8 Sataks (Decimal) out of 32 Sataks along with others be the same a little more or less situate in Mouza Chandpur Champagachi, under Chandpur Gram Panchayet, P.S. Rajarhat, District North 24-Parganas in J.L. No. 48, C.S. Dag no. 1725, L.R. Dag No. 1959, C. S. Khatian No. 311, classified as Sali (Paddy) land unto and in favour of Golam Rasul Gazi, Daulat Gazi and Mohammad Ali Gazi, all sons of Late Dukhi Gazi by a Bengali Sale Deed dated 06.05.1958 which was duly registered with the office of Sub-Registrar at Cossipore, Dum Dum and recorded in Book no. I, Volume no. 91, Being no. 6045, for the year 1958 and thus the said

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Golam Rasul Gazi, Daulat Gazi and Mohammad Ali Gazi became the joint owners of the said land each having 2.66 Sataks.

AND WHEREAS the said Daulat Gazi died intestate and his widow, Anjaman Bibi died intestate leaving behind them surviving their sons and daughters, namely, HOSEN ALI GAJI, NUR HOSEN GAJI, ABU HOSEN GAJI, all sons of Late Doulat Gaji, FULJAN BIBI, since deceased, widow of Late Ashraf Ali, SOKOR JAN BIBI, wife of Nepur Ali Biswas, NEORJAN BIBI alias NEHERJAN BIBI, all daughters of Late Doulat Gaji, as their legal heirs and representatives and thus they became the joint owners of the said land as per Muslim Personal Law.

AND WHEREAS the said Fuljan Bibi died intestate leaving behind her surviving her sons and daughter namely, MD. AJIMADDIN alias MD. AZIMUDDIN, NIJAMUDDIN alias MD. NIZAMUDDIN, SAHABUDDIN alias MD. SAHABUDDIN, KUTUBADDIN alias MD. QUTUBUDDIN, all sons of Late Asraf Ali and Late Fuljan Bibi, RAOSHONARA BEGAM alias RAWSANARA BIBI, wife of Sekhdeen Mohammad, CHAYARA BIBI alias SAYRA BIBI, wife of Habibullaha, AMENA BIBI, wife of Nasiruddin, wife MASUDA MOLYA alias MAMUDA BIBI, ACHHMAKHATUN alias ASMA BIBI, wife of Enamul Hak, SERINA BIBI, wife of Arsad, all daughters of Late Asraf Ali and Late Fuljan Bibi, as her legal heirs and representatives and thus they became the joint owners of the said portion of the said land left by Fuljan Bibi, since deceased, as per Muslim Personal Law.

AND WHEREAS in the manner aforesaid the Vendors herein are the Owners of all that piece and parcel of land admeasuring 2.66 Sataks (Decimal) equal to 1 Cottah 10 Chittacks and 9.2 Sq.ft. out of 8 Sataks which arising out of 32 Sataks along with others be the same a little more or less situate in Mouza Chandpur Champagachi, under Chandpur Gram Panchayet, P.S. Rajarhat, District North 24-Parganas in J.L. No. 48, C.S. Dag no. 1725, L.R. Dag No. 1959, C. S. Khatian No. 311, classified as Sali (Paddy) land, the property more fully and particularly referred, explained and described in the **SCHEDULE** hereunder written

and/or given and are in the peaceful possession and/or occupation of the same and enjoying the absolute right, title and interest thereof free from all encumbrances, charges, liens, lispendenses, demands, claims, hindrances, attachments, debts and dues whatsoever without any interference and disturbance of any manner whatsoever from any corner whatsoever.

AND WHEREAS the Vendors herein have duly been recorded their names in the book of Chandpur Gram Panchayet as well as recorded their names in the records of right of the Block Land & Land Reforms Office and as such the Vendors herein became the Owners of the said property as per law of land.

AND WHEREAS since then the Vendors herein have been in exclusive khas, physical possession and enjoyed the said property without any hindrance or interference by any body and paying Govt. rent for their aforesaid property.

AND WHEREAS the entire schedule land is in the khas possession of the Vendors and no portion in any manner whatsoever is under and "BHAGCHASE".

AND WHEREAS the total area of schedule land never exceeds the maximum ceiling permitted under the Estate Acquisition Act.

AND WHEREAS there is no proceeding pending or even been initiated in connection the levy under Article 226 of the Constitution of India in the Hon'ble High Court at Calcutta.

AND WHEREAS the land was never subject any proceeding under the Bengal Restoration of Alienated Land Act (Act XXIII of 1937) or the West Bengal Acquisition and Settlement of Homestead Land Act (W.B. Act XV of 1969).

AND WHEREAS the schedule land is not affected in case of transfer of land by a member of the scheduled Tribes permission of the Revenue Officer (chapter 11A of the W.B. Land Reforms Act, 1955).

AND WHEREAS the Vendors have not received any notice of acquisition or requisition of the Property described in the schedule below.

AND WHEREAS no notice issued under the Public Demand and Recovery Act nor has been served on the Vendors nor any such notice has been published.

AND WHEREAS the Owners/Vendors herein has agreed to sell and the Purchaser has agreed to purchase of the SCHEDULE property hereunder written at or for a total consideration of Rs. 93,500/- (Rupees Ninety Three Thousand Five Hundred) only, the said Schedule property is free from all encumbrances, attachments, liens and lispendens whatsoever on the terms and conditions mentioned hereinafter.

NOW THIS INDENTURE WITNESSETH that in consideration of the sum of Rs. 93,500/- (Rupees Ninety Three Thousand Five Hundred) only paid by the Purchaser herein to the Owners/Vendors herein at or before the execution these presents, the receipt whereof the Owners/Vendors herein and each of them doth hereby admit and acknowledge by the instant paragraph and also by a memorandum of consideration hereunder written and/or given and of and from the same and every part thereof acquit, release, exonerate discharge the Purchaser, its successors, successors-in-interest and assigns the said properties do hereby grant, transfer, convey, assign and assure forever to the Purchaser, its successors, successors-in-interest and assigns free from all encumbrances, charges, liens, lispendenses, demands, claims, attachments, hindrances, debts and adverse claims whatsoever ALL THAT the SCHEDULED properties OR HOWSOEVER OTHERWISE the said properties and lands and any part thereof now are or is or at any time heretofore were situated butted bounded called, known, numbered,

described or distinguished TOGETHER WITH all the yards, areas, house, out house, drains, water courses, ways, paths, passages, rights, lights, advantages, easements, privileges, emoluments appendages and appurtenances WHATSOEVER to the said properties and land or any part thereof belonging or in anywise appertaining or usually held or enjoyed therewith or reputed to belong to or be appurtenances thereto and all the estates, interests, claims and demands whatsoever of the Vendors at law and in equity into, upon, over and concerning the said properties or any part thereof AND ALL the reversion or reversions, remainder or remainders, issues and profits there-from hereby granted or expressed or intended so to be unto and to the use of the Purchaser, its successors, successors-in-interest and assigns absolutely forever TOGETHER WITH ALL the writings whatsoever exclusively relating to or concerning the said properties hereby granted, conveyed, transferred, alienated, granted and handed over which now are or hereinafter shall or may be in the custody, power, control, possession of the Vendors or any other person and persons from whom he may procure the same without any action or suit and TO HAVE AND TO HOLD the said properties and every part thereof hereby granted, conveyed and transferred or expressed or intended so to be unto and to the use of the Purchaser absolutely and forever free from all encumbrances, charges, attachments, liens, lispendens, debts, attachments, hindrances and adverse claims AND THAT NOTWITHSTANDING any act, deed, matter or thing whatsoever by the Owners/Vendors or her/his ancestors or predecessors-in-title made, done or executed or knowingly suffered to the contrary the Owners/Vendors is lawfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said properties hereby granted and conveyed or intended so to be unto and to the Purchaser absolutely and for ever free from all encumbrances charges attachments liens lispendens and adverse claim AND THAT NOTWITHSTANDING any act, deed, matter or thing whatsoever by the Vendors or her/his ancestors or predecessors in title made, done or executed or knowingly suffered to the contrary and the Vendors is lawfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said properties hereby granted and conveyed or intended so to be for a perfect and indefeasible estate of inheritance without any condition, use, trust or other thing whatsoever to alter encumber or make void the same AND THAT NOTWITHSTANDING any such act, deed, matter or thing whatsoever aforesaid the Owners/Vendors has good right, full power and absolute authority and indefeasible right, title and interest and well and sufficiently entitled to grant, transfer, convey, assign and assure the said properties hereby granted and expressed so to be unto and to the use of the Purchaser in the manner aforesaid and the Purchaser, its successors, successors-in-interest and assigns shall and may at all times hereafter peaceably and quietly possess and enjoy the said properties in the manner aforesaid without any lawful eviction, interruption, claim or demand from and by the Owners/Vendors or any person or persons lawfully and equitably claim under or in trust for the Owners/Vendors or her/his ancestors a predecessors-in-title and also free from all encumbrances, charges, attachments, liens, lispendens, adverse claims, whatsoever made or suffered by the debts and hindrances Owners/Vendors, his/her ancestors or predecessors-in-title AND FURTHER the Owners/Vendors covenant with the Purchaser, its successors, successors-in-interest and assigns that the said properties or any part thereof have not been affected by any attachment, notice or declaration or notices for acquisition or requisitions or any scheme of the Government of India or the Government of West Bengal or any Metropolitan Development Authority or any Improvement Trust or the Kolkata Municipal Corporation AND the Owners/Vendors and all persons under them shall and will from time and at all times hereafter at the request and costs of the Purchaser, its successors, successors-ininterest and assigns do and execute or cause to be done and executed such acts, deeds, matters and things whatsoever for further better and more perfectly assuring the said properties unto and to the use of the Purchaser, its successors, successors-in-interest and assigns at all reasonable times upon prior notice and at the costs of the Purchaser and persons claiming under them and the Owners/Vendors shall take all reasonable steps and execute and register all relevant documents relating to the said properties hereby conveyed AND FURTHER the Vendors inconsideration of the Purchaser having purchased the said property on the assurance and guarantee of the Vendors as to protection and indemnity against any possible claim by any persons if he/she/they is/are discovered to be still alive or became the Owners of the schedule property, the Vendors do hereby and hereunder agree to indemnify and at all times keep indemnified the Purchaser and its successors-in-interest, executor, administrators and representatives and also estate against all such possible claims or demands made or any actions and proceedings, if any commenced by any persons claiming through or under them in respect of the said schedule property and also against all costs, charges and expenses for defending any such claim, action or proceedings.

AND THE VENDORS DOTH HEREBY COVENANT WITH THE PURCHASER as follows:

- 1. That the Vendors have in themselves good right, full power and absolute authority to convey the said properties unto and to the use and benefit of the Purchaser/s herein in the manner aforesaid.
- 2. That the Purchaser for all times hereafter peacefully and quietly enter upon or occupy or hold or possess and enjoy the said properties for their own use and benefits.
- 3. That the Purchaser shall hold the said properties free and clear and freely and clearly and absolutely acquitted, exonerated and forever released and discharged by the Vendors herein.
- 4. That Vendors shall and will from time to time and at all times hereafter at the request and costs of the Purchaser do and execute and cause to be done and executed all such further and other lawful acts, deeds, things, conveyances for the better and more perfectly and absolutely granting the said properties and every part thereof hereby conveyed unto and to the use and benefit of the Purchaser in the manner aforesaid as by the Purchaser shall be reasonably required.

5. The Vendors do hereby certify that the said properties, under SCHEDULE is not a Government land and nor vested, requisitioned and acquired by any authority whomsoever and independent of Land Ceiling and not belonging to any Trust, and not a Temple, Mosque or Church properties and in all manner absolutely free from all encumbrances.

SCHEDULE ABOVE REFERRED TO

ALL THAT piece or parcel of lands containing by measurement an area of 2.66 Sataks (Decimal) equal to 1 Cottah 10 Chittacks and 9.2 Sq.ft. out of 8 Sataks which arising out of 32 Sataks along with others be the same a little more or less situate in Mouza Chandpur Champagachi, under Chandpur Gram Panchayet, P.S. Rajarhat, District North 24-Parganas in J.L. No. 48, C.S. Dag no. 1725, L.R. Dag No. 1959, C. S. Khatian No. 311, classified as Sali (Paddy) land, number of Dag, Khatian and other particulars are as follows:-

Mouza	Khatian	Dag	<u>Area</u>	Share	Classifi-	Annual
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Chandpur C.S. 311 C.S. 1725 2.66 Sataks Sali

out

L.R. 1959 Sataks which

Champagachi

arising out of 32 Sataks

of

IN WITNESS WHEREOF the parties have subscribed their respective hands and seals on the day, month and year first above written.

by the Vendors in the presence of witnesses:

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2. Ovittanja 2. anga.

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SIGNED, SEALED AND DELIVERED

by the Purchaser in the presence of

WITNESSES:

1.

VENDORS

प्रारंभा द्यानी उपारंभा द्यानी

2.

Read over and Explained
in Bengali and .

Drafted by me

Arch Kr. Dey
Advocate

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PURCHASER

RECEIPT

Received a sum of Rs. 93,500/- (Rupees Ninety Three Thousand Five Hundred) only being the full and final consideration hereof from the within-named Purchaser/s on the date, month and year first above written in the manner as per the memorandum hereunder:

MEMORANDUM OF CONSIDERATION

By Cash

Rs.

93,500/-

Witnesses:-1. onshipmonno

2. Om Ita nyn aanga

(Rupees Ninety Three Thousand Five Hundred) only. अयः जिमान्य अवद्यान होत्ये व

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DATED THIS 9th DAY OF NOVEMBER 2006

BETWEEN

HOSEN ALI GAJI & ORS.

VENDORS

AND

CIRCLE CLUBS & RESORTS PRIVATE LIMITED

PURCHASER

22/1/02

DEED OF SALE

A. K. CHOWDHURY & CO.

Advocates, 10, Old Post Office Street, Kolkata – 700001.