

THIS SALE DEED IS made this 13 day of October, Two Thousand and Six BETWEEN (1) HASEM ALI GAJI alias HASAN ALI GAJI, aged about 49 years, (2) KHALEK GAJI aged about 46 years, (3) HAMID ALI GAJI alias HAMID GAJI, aged about 43 years, (4) RABIUL GAJI, aged about 31 years, nos. 1 to 4 are sons of Late Bahar Ali Gaji, (5) SAHIDA BIBI, widow of Late Bahar Ali Gaji, aged about 70 years, (6) FATEMA BIBI, wife of Siraj, aged

13 OCT2006 A. R. Chowdhary & Co 10; Old Post Office Street Room No. 21, 1st Floor KOLKATA - 700 001 Additional B Mor Court of 13-06X 2006 Whalek gezs Whalek gar 3422 the second was the root made Khalek gezi 2) Hamid ali gazi (3423 3) Hassen ali Gari a Hirds 1: " Pot sion Service Ali Gari
all So late Bahars ali Gari Mo late gakir molle. Hassan Di Sos fatersion bi di Hasson Lei Ssi b) Sahi danish Pallyto, Caratar Hobacca Service Constant Mobacca Service Constant Constant Service Constant Mobanak Stolt Baharali gan all of ma bande por and the Chamelpore P.S. Wajrohat 13 OCT 2006

about 35 years, nos. 1 to 6 are residing at Village & P.O. Chandpur, P.S. Rajarhat, District North 24 Parganas and (7) **HALIMA BIBI**, widow of Late Jakir Molla, aged about 40 years, residing at Village Mobarekpur, P.O. Chandpur, P.S. Rajarhat, District North 24 Parganas, nos. 6 & 7 are daughters of Late Bahar Ali Gaji, 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.

WHEREAS HASEM ALI GAJI alias HASAN ALI GAJI, KHALEK GAJI HAMID ALI GAJI alias HAMID GAJI, RABIUL GAJI, all sons of Late Bahar Ali Gaji, SAHIDA BIBI, widow of Late Bahar Ali Gaji, FATEMA BIBI, wife of Siraj, and HALIMA BIBI, widow of Late Jakir Molla, both daughters of Late Bahar Ali Gaji, are owned and in khas possession of all that piece and parcel of land admeasuring 61.81 Sataks (Decimal) equal to 1 Bigha 17 Cottahs 5 Chittacks and 29.6 Sq.ft. out of 767 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, L.R. Dag Nos. 849, 1350, 1450, 1451, 1472, 1473, 1474, 1475, 1914, 1927, 1932, 1944, 1949, 1958, 1977, 1978, 1980, 1985, 1986, 1988, 1989, 1990, 2002, 2006, 2041, 2095, 2295 & 2306, L.R. Khatian No. 1243,

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classified as Sali (Paddy) Doba and Danga land 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 in the Records of Right prepared under the West Bengal L. R. Act, one Bahar Ali Gaji was shown as Holding of L.R. Dag Nos. 849, 1350, 1450, 1451, 1472, 1473, 1474, 1475, 1914, 1927, 1932, 1944, 1949, 1958, 1977, 1978, 1980, 1985, 1986, 1988, 1989, 1990, 2002, 2006, 2041, 2095, 2295 & 2306, L.R. Khatian No. 1243, where L. R. Dag no. 849 was shown undivided 1000 Share i.e., 1 Decimal out of 5 Decimals, L. R. Dag no. 1350 was shown undivided 1000 Share i.e., 1 Decimal out of 10 Decimals, L. R. Dag no. 1450 was shown undivided 2000 Share i.e., 5 Decimal out of 24 Decimals, L. R. Dag no. 1451 was shown undivided 2000 Share i.e., 2 Decimal out of 9 Decimals, L. R. Dag no. 1472 was shown undivided 2 Decimal out of 18 Decimals, L. R. Dag no. 1473 was shown undivided 1 Decimal out of 19 Decimals, L. R. Dag no. 1474 was shown undivided 1 Decimal out of 6 Decimals, L. R. Dag no. 1475 was shown undivided 2 Decimal out of 14 Decimals, L. R. Dag no. 1914 was shown undivided 1 Decimal out of 33 Decimals, L. R. Dag no. 1927 was shown undivided 5 Decimal out of 15 Decimals, L. R. Dag no. 1932 was shown undivided 1000 Share i.e., 1 Decimal out of 14 Decimals, L. R. Dag no. 1944 was shown undivided 1000 Share i.e., 1 Decimal out of 18 Decimals, L. R. Dag no. 1949 was shown undivided 1000 Share i.e., 2 Decimal out of 20 Decimals, L. R. Dag no. 1958 was shown undivided 875 Share i.e., 2 Decimal out of 30 Decimals, L. R. Dag no. 1977 was shown undivided 500 Share i.e., 1 Decimal out of 34 Decimals, L. R. Dag no. 1978 was shown

undivided 2 Decimal out of 75 Decimals, L. R. Dag no. 1980 was shown undivided 6 Decimal out of 55 Decimals, L. R. Dag no. 1985 was shown undivided 1 Decimal out of 16 Decimals, L. R. Dag no. 1986 was shown undivided 0 Decimal out of 37 Decimals, L. R. Dag no. 1988 was shown undivided 00 Decimal out of 36 Decimals, L. R. Dag no. 1989 was shown undivided 1000 Share i.e., 2.45 Decimal out of 31 Decimals, L. R. Dag no. 1990 was shown undivided 1000 Share i.e., 7.36 Decimal out of 89 Decimals, L. R. Dag no. 2002 was shown undivided 2 Decimal out of 46 Decimals, L. R. Dag no. 2006 was shown undivided 221 Share i.e., 0 Decimal out of 12 Decimals, L. R. Dag no. 2041 was shown undivided 1 Decimal out of 11 Decimals, L. R. Dag no. 2095 was shown undivided 1000 Share i.e., 1 Decimal out of 11 Decimals, L. R. Dag no. 2295 was shown undivided 2000 Share i.e., 6 Decimal out of 33 Decimals and L. R. Dag no. 2306 was shown undivided 5 Decimal out of 46 Decimals.

AND WHEREAS the said Bahar Ali Gaji died intestate leaving behind him surviving his widow, sons and daughters namely, SAHIDA BIBI, HASEM ALI GAJI alias HASAN ALI GAJI, KHALEK GAJI, HAMID ALI GAJI alias HAMID GAJI, RABIUL GAJI, FATEMA BIBI, and HALIMA BIBI, being the Vendors herein, as his legal heiresses, heirs and representatives and thus they became the joint owners of the said land left by Bahar Ali Gaji, since deceased, as per Muslim Personal Law.

AND WHEREAS Md. Hasan Ali Gaji, Abdul Khalek Gaji, Abdul Hamid Gaji, all sons of Late Bahar Ali Gaji and Sahida Bibi, widow of Late Bahar Ali Gaji gifted and transferred all that piece and parcel of land admeasuring 26 Sataks (Decimal) out of 254 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, L.R. Dag No. 2306, 1958, 1914, 2002, 1978 & 1450, L.R. Khatian No. 1243, classified as Sali (Paddy) land unto and in favour of Halima Bibi, widow of Late Jakir Munshi by a registered Heba Nama dated 08.03.1996 which was duly registered with the office of Additional District Sub-Registrar at Bidhannagar, Salt Lake and recorded in Book no I, Volume no. 25, Pages 9 to 16, Being no. 943, for the year 1997 and thus said Halima Bibi became the owner of the said land along with others.

AND WHEREAS in the manner aforesaid the Vendors herein are the Owners of all that piece and parcel of land admeasuring 61.81 Sataks (Decimal) equal to 1 Bigha 17 Cottahs 5 Chittacks and 29.6 Sq.ft. out of 767 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, L.R. Dag Nos. 849, 1350, 1450, 1451, 1472, 1473, 1474, 1475, 1914, 1927, 1932, 1944, 1949, 1958, 1977, 1978, 1980, 1985, 1986, 1988, 1989, 1990, 2002, 2006, 2041, 2095, 2295 & 2306, L.R. Khatian No. 1243, classified as Sali (Paddy) Doba and Danga 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. 20,22,872/- (Rupees Twenty Lac Twenty Two Thousand Eight Hundred and Seventy Two) 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. 20,22,872/- (Rupees Twenty Lac Twenty Two Thousand Eight Hundred and Seventy Two) 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 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-ininterest 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, debts and hindrances whatsoever made or suffered by the 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-in-interest 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 61.81 Sataks (Decimal) equal to 1 Bigha 17 Cottahs 5 Chittacks and 29.6 Sq.ft. out of 767 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, L.R. Dag Nos. 849, 1350, 1450, 1451, 1472, 1473, 1474, 1475, 1914, 1927, 1932, 1944, 1949, 1958, 1977, 1978, 1980, 1985, 1986, 1988, 1989, 1990, 2002, 2006, 2041, 2095, 2295 & 2306, L.R. Khatian No. 1243, classified as Sali (Paddy) Doba and Danga land, number of Dag, Khatian and other particulars are as follows:-

Mouza	L.R. Khatian No.	L.R. Dag No.	Area	Share	Classifi- cation of plot as per ROR	Annual Rent to be paid as per amended provisions of W. B. L. R. Act, 1955.
Chandpur Champagachi	1243	849	1 Sataks out of 5 Sataks	1000	Sali	
Chandpur Champagachi	1243	1350	1 Sataks out of 10 Sataks	1000	Sali	
Chandpur Champagachi	1243	1450	5 Sataks out of 24 Sataks	2000	Sali	
Chandpur Champagachi	1243	1451	2 Sataks out of 9 Sataks	2000	Sali	
Chandpur Champagachi	1243	1472	2 Sataks out of 18 Sataks		Sali	
Chandpur Champagachi	1243	1473	1 Sataks out of 19 Sataks		Sali	
Chandpur Champagachi	1243	1474	1 Sataks out of 6 Sataks		Sali	

Chandpur Champagachi	1243	1475	2 Sataks out of 14 Sataks		Sali
Chandpur Champagachi	1243	1914	1 Sataks out of 33 Sataks		Sali
Chandpur Champagachi	1243	1927	5 Sataks out of 15 Sataks	e	Sali
Chandpur Champagachi	1243	1932	1 Sataks out of 14 Sataks	1000	Sali
Chandpur Champagachi	1243	1944	1 Sataks out of 18 Sataks	1000	Sali
Chandpur Champagachi	1243	1949	2 Sataks out of 20 Sataks	1000	Sali
Chandpur Champagachi	1243	1958	2 Sataks out of 30 Sataks	875	Sali
Chandpur Champagachi	1243	1977	1 Sataks out of 34 Sataks	500	Doba
Chandpur Champagachi	1243	1978	2 Sataks out of 75 Sataks	٠	Sali
Chandpur Champagachi	1243	1980	6 Sataks out of 55 Sataks		Sali
Chandpur Champagachi	1243	1985	1 Sataks out of 16 Sataks		Sali
Chandpur Champagachi	1243	1986	0 Sataks out of 37 Sataks		Danga
Chandpur Champagachi	1243	1988	0 Sataks out of 36 Sataks	610	Danga
Chandpur Champagachi	1243	1989	2.45 Sataks out of 31 Sataks	1000	Danga
Chandpur Champagachi	1243	1990	7.36 Sataks out of 89 Sataks	1000	Danga
Chandpur Champagachi	1243	2002	2 Sataks out of 46 Sataks		Sali
Chandpur Champagachi	1243	2006	0 Sataks out of 12 Sataks	221	Sali
Chandpur Champagachi	1243	2041	1 Sataks out of 11 Sataks		Sali
Chandpur Champagachi	1243	2095	1 Sataks out of 11 Sataks	1000	Sali
Chandpur Champagachi	1243	2295	6 Sataks out of 33 Sataks	2000	Sali
Chandpur Champagachi	1243	2306	5 Sataks out of 46 Sataks		Sali

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

SIGNED, SEALED AND DELIVERED

by the Vendors in the presence of

WITNESSES:

1. Anga Gora

2. Qhita majun amar

Haron Alason Lisaria

VENDORS

SIGNED, SEALED AND DELIVERED

by the Purchaser in the presence of

WITNESSES:

1. 18233 ONN

2. Ohistanja ovonskur

For CIRCLE CLUBS & RESORTS PVT. LID.

Authorised Signatory/Director

CANSLavma)

PURCHASER

Readouer and Explained in Bengali and Drafted by me

Sarmistha Sarkar Advocate, High Court Calcutta

RECEIPT

Received a sum of Rs. 20,22,872/- (Rupees Twenty Lac Twenty Two Thousand Eight Hundred and Seventy Two) 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. 20,22,872/-

VENDORS

(Rupees Twenty Lac Twenty Two Thousand Eight Hundred and Seventy Two) only. $\dot{}$

Witnesses:
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13 OC 2006 D. H. DEST

DATED THIS

DAY OF OCTOBER 2006

BETWEEN

HASEM ALI GAJI alias HASAN ALI GAJI & ORS.

... VENDORS

AND

CIRCLE CLUBS & RESORTS PRIVATE
LIMITED

.... PURCHASER

SALE DEED

A.K. Chowdhury & Co.
Advocates

10, Old Post Office Street, Kolkata –700001.