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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

A 246833

M.V. 28, 11, 1957

100
A/D 142400



Cheque No. 619272-8082-88
for Rs. ... has been paid or
defect stamp duty wk. 41
439015

23.50

9/11/06

61350
35850
45200
142400

THIS DEED OF CONVEYANCE

Made this the 20th day of September

TWO THOUSAND & SIX 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, Upper Wood Street, Kolkata -
700 017, hereinafter referred to as the "**PURCHASER**" (which

7 Q-250
7 Q-80
330/-

7 Q-250
7 Q-80
330/-

Sale + 1924.
2848450

2848
2848
31328

6. old office St. Cal-1

4-00 P.M.

20th Nov 06
Sahanogaj Gazi @ Sahanogaj Gazi
one of the Encls. 74916

4 SEP 2006

Sold to KANODIA & CO.
Solicitors & Advocates
Address: OLD POST OFFICE STREET
CALCUTTA-700 001

L. S. VENTOR,
HIGH COURT - CAL.

Sahanogaj Gazi @
SAHANOGAJ Gazi

1206C

Sahanogaj Gazi @

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SAHANOGAJ GAZI

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SAHANOGAJ GAZI

Sahanogaj Gazi @ Sahanogaj Gazi
Sahanogaj Gazi @ Sahanogaj Gazi
Bibi wale Matabbar Gazi + Marjine
Bibi wale Matabbar Gazi +
Mahanogaj Gazi + Mahanogaj Gazi
both sp. wale Matabbar Gazi
Firoja Bibi wale Matabbar Gazi
Bibi + Mahanogaj Gazi @ Sajide
Bibi + Mahanogaj Gazi

20/9/06

Chittaranjan Das
sp. H. Das
Nile + P.O. Shivapur,
Kolkata 700 010

20/9/06

Sahanogaj Gazi @ Sahanogaj Gazi

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) **MARJINA BIBI alias MARJINA BIBI GAZI** wife of Late Matabbar Gazi;

(2) **SHANUR GAZI alias SAHANOYAJ GAZI**;

(3) **MAHINUR GAZI**;

(4) **MIJANUR GAZI**;

all sons of Late Matabbar Gazi and all residing at Village & P. O. Chandpur, P. S. Rajarhat, North 24 Parganas;

(5) **FIROZA KHATOON alias FIRUZA KHATOON** wife of Khatib Ali and residing at Village & P. O. Kirtipur, P. S. Barasat, North 24 Parganas;

(6) **MAJIDA BIBI ALIAS SAJIDA BIBI** wife of Sirajul Haq and residing at Village & P. O. Chandigar Rohanda, P. S. Barasat, North 24 Parganas;

(7) **MAFUZA KHATOON ALIAS SAJIDA BIBI** wife of Enamul Sahaji and residing at Village & P. O. Paikanpara, P. S. Bhangore, South 24 Parganas;

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, successors, representatives, administrators, agents and assigns) of the *OTHER PART*;

1210

ચિત્રોત્તર ચિત્રિ આગુન

B.F.

1211

આગુતર આગુતર
ઉચ્ચ આગુતર ચિત્ર

Sajide Bili who is a
Hag All of 6, old Post.
Office street. Calcutta

1212

આગિતર ચિત્ર
ઉચ્ચ આગિતર ચિત્ર



Chittanjan Dasgupta
810 - H. Dasgupta
Vill + PO - Shillkharpur
Raypur
24. 8. 1906
Service

20/9/06

WHEREAS:

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

- (i) At all material times, One Matabbar Gazi was the absolute and recorded owner of or otherwise sufficiently entitled to ALL THOSE the pieces and parcels of land measuring about 78 Satak as per recorded area be the same a little comprised in or forming part of L. R. Dag Nos. 849, 1350, 1450, 1451, 1472, 1473, 1474, 1475, 1914, 1932, 1944, 1949, 1958, 1977, 1978, 1980, 1985, 1986, 1988, 1989, 1990, 2002, 2006, 2041, 2295 and 2306 recorded vide his L. R. Khatian No. 1453, J. L. No. 48 in Mouza Chandpur Chappagachi within the jurisdiction of Chandpur Gram Panchayat under P. S. Rajarhat in the District of 24 Parganas (North);
- (ii) The said Matabbar Gazi died intestate leaving behind surviving him the Vendors as his only legal heirs. The Chandpur Gram Panchayat Gram Panchayat has inter alia by its certificate dated 28th September 2004 certified that the Vendors herein are the only legal heirs entitled to the estate of the said Matabbar Gazi, since deceased;
- (iii) The Vendors herein have thus become the joint absolute owners of or otherwise sufficiently entitled to the said land;
- (iv) Apart from the above the Vendor No. 1, herein is the absolute and recorded owner of ALL THAT the piece

and parcel of land measuring about 16 Satak as per recorded area comprised in or forming part of L. R. Dag No. 1960 recorded vide Khatian No. 1342/1 in Mouza Chandpur Chappagachi, P. S. Rajarhat District North 24 Parganas;

- (v) Thus the Vendors herein the are the owners and/or sufficiently entitled to their respective areas of land in aggregate being ALL THOSE the pieces and parcels of land measuring about 94 Satak be the same a little more of less forming part of Dag No. 849, 1350, 1450, 1451, 1472, 1473, 1474, 1475, 1914, 1932, 1944, 1949, 1958, 1960, 1977, 1978, 1980, 1985, 1986, 1988, 1989, 1990, 2002, 2006, 2041, 2295 and 2306 forming part of L. R. Khatian Nos. 1342/1 and 1453 in Mouza Chandpur Chappagachi, P. S. Rajarhat District North 24 Parganas (hereinafter referred to as "the said land") morefully and particularly described in the schedule (hereinafter referred to as "the said land");
- (vi) The said land is free from all encumbrances whatsoever and howsoever and the Vendors are in khas peaceful actual and physical possession of the said land;
- (vii) The vendors have not applied for mutation of their names in respect of the land belonging to the said Matabbar Gazi, since deceased and the same is still recorded in the name of the said Matabbar Gazi, since deceased;

B. The Vendors herein being in urgent need of money for their respective personal and family requirements, have jointly

approached the purchaser and offered to sell the said land and have 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 free from all encumbrances charges claims demands acquisitions requisitions mortgages lispensens absolutely and forever 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 deed of sale 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 believing the same to be true and fully relying thereon and in pursuance of the said offer of the Vendors to sell and the agreement arrived at between the Vendors and the Purchaser thereupon and in consideration of the total agreed sum of Rs. 28,48,450/- (Rupees Twenty Lacs Forty Eight Thousand Four Hundred & Fifty) of the lawful money of the Union of India well and truly paid in hands 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, lispendens, attachments, acquisitions and/or requisition their respective areas of land being the said land being ALL THOSE the pieces and parcels of land in measuring about 94 (Ninety Four) Satak as per recorded area be the same a little more or less comprised in or forming part of L. R. Dag Nos. 849, 1350, 1450, 1451, 1472, 1473, 1474, 1475, 1914, 1932, 1944, 1949, 1958, 1960, 1977, 1978, 1980, 1985, 1986, 1988, 1989, 1990, 2002, 2006, 2041, 2295 and 2306 vide L. R. Khatian Nos. 1352/1 and 1453, J. L. No. 48 in Mouza Chandpur Chappagachi within the jurisdiction of Chandpur Gram Panchayat under 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 the same 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 Vendor 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 interest and/or title or any person or persons lawfully and equitably claiming as aforesaid.
- IV. **AND THAT** the Vendors do and each one 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 manners of 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 including the Land Revenue payable to the State of West Bengal through the Collector, have been paid by the Vendors in respect the said area of land till the date hereof and the Vendors do hereby further indemnify and covenant to keep indemnified the Purchaser against all claims or demands arising in respect thereof.
- IX. **AND THAT** the Vendors do and each one them doth hereby further covenant that they shall sign all papers and assist in all manners required by the Purchaser herein for having its name mutated in respect of the said land hereby sold.
- X. **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, loss 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 the pieces and parcels of land as per details:

L. R. DAG NO.	KHATIAN NO.	NATURE OF LAND	TOTAL AREA OF DAG	RECORDED AREA
1350	1453	SALI	10	1.000
1450	1453	SALI	24	5.000
1451	1453	SALI	9	2.000
1472	1453	SALI	12	3.000
1473	1453	SALI	19	1.000
1474	1453	SALI	6	1.000
1475	1453	SALI	14	1.000
1914	1453	SALI	33	3.000
1932	1453	SALI	14	2.000
1944	1453	SALI	18	2.000
1949	1453	SALI	20	2.000
1958	1453	SALI	30	3.000
1960	1342/1	SALI	31	16.000
1977	1453	DOBA	34	2.000
1978	1453	SALI	75	8.000
1980	1453	SALI	55	11.000
1985	1453	SALI	16	0.000
1986	1453	DANGA	37	2.000
1988	1453	DANGA	36	1.000
1989	1453	DANGA	31	3.000
1990	1453	DANGA	89	9.000
2002	1453	SALI	46	4.000
2006	1453	SALI	12	1.000
2041	1453	SALI	11	1.000
2295	1453	SALI	33	6.000
2306	1453	SALI	46	4.000
TOTAL AREA				94.00

in total the area of land measuring **94 (Ninety Four) Satak** as per recorded area be the same a little more or less in Mouza Chandpur Chappagachi J. L. No. 48 within the jurisdiction of the Chandpur Gram Panchayat under 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.

IN WITNESS WHEREOF the Vendors hereto have put and subscribed their respective hands and seals the day, month and year first above written.

**SIGNED SEALED AND
DELIVERED** by the within
named Vendors at Kolkata in
presence of:

Shittanjan Dasgupta
vill - + PO - Shikhar
Rajarhat - 24. P.O. No.

Sukhendu Chandra
49. S. D. Khanna Rd.
Kolkata - 51.

সাহানোগাজি

Sahanogazi ALIAS IGA
(SAHANOGAZI GAZI)

সাহানোগাজি

সাহানোগাজি

১২ (সাহানোগাজি) ১২

১২ (সাহানোগাজি) ১২

১২

(সাহানোগাজি)

সাহানোগাজি

১২

(সাহানোগাজি)

Endorsement &
he is his excellent

Shittanjan Dasgupta

MEMO OF CONSIDERATION

RECEIVED of and from the within named Purchaser the sum of Rs. 28,48,450/- (Rupees Twenty Eight Lacs Forty Eight Thousand Four Hundred & Fifty) only being the entire sum of money payable for and towards the price or value and consideration for sale of the said land mentioned in the Schedule written hereinabove as per memo below:

By Cash

Rs. 28,48,450-00

Rs. 28,48,450-00

(Rupees Twenty Eight Lacs Forty Eight Thousand Four Hundred & Fifty) only

Witnesses:

1. Chittanujn asgar

Saham & Grazi
Alias SAHAMOGA
GRAZI

2. Sibani Chandra

தமிழ்நாடு சர்க்கார்
தகவல் அலுவலர்
பெருமாள் தெருவு (18) வி
கோட்டை
மாண்புமிகு அமைச்சர்

Drafted by me.

(S. K. Kanodia)

Advocate.

ଓଡ଼ିଆ
ଆଜି ମା ବିବି
ଓଡ଼ିଆ
ଆଜି ମା ବିବି

SPECIMEN FORM FOR TEN FINGER PRINTS

Sl. No.	Signature of the executant and/or purchaser / Presentants
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Signature of the man in the portrait above.

LITTLE	RING	MIDDLE	FORE	THUMB
LEFT HAND				

THUMB	FORE	MIDDLE	RING	LITTLE
RIGHT HAND				



Signature of the woman in the portrait above.

LITTLE	RING	MIDDLE	FORE	THUMB
LEFT HAND				

THUMB	FORE	MIDDLE	RING	LITTLE
RIGHT HAND				



Signature of the man in the portrait above.

LITTLE	RING	MIDDLE	FORE	THUMB
LEFT HAND				

THUMB	FORE	MIDDLE	RING	LITTLE
RIGHT HAND				



Signature of the man in the portrait above.

LITTLE	RING	MIDDLE	FORE	THUMB
LEFT HAND				

THUMB	FORE	MIDDLE	RING	LITTLE
RIGHT HAND				

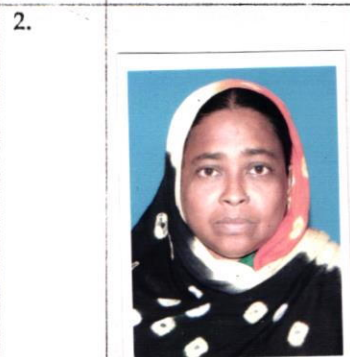
Sl. No. Signature of the executants / purchasers / Presentants

SPECIMEN FORM FOR TEN FINGER PRINTS



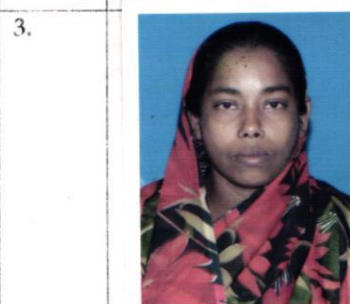
Handwritten signature in blue ink.

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



Handwritten signature in blue ink.

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



Handwritten signature in blue ink.

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THUMB	FORE	MIDDLE	RING	LITTLE
RIGHT HAND				



Handwritten signature in blue ink.

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LEFT HAND				
THUMB	FORE	MIDDLE	RING	LITTLE
RIGHT HAND				

DATED 20th day of September 2006

MARJINA BIBI

alias

MARJINA BIBI GAZI & ORS

- VENDORS

AND

**CIRCLE CLUBS & RESORTS PRIVATE
LIMITED**

- PURCHASER

DEED OF CONVEYANCE

In respect of recorded area of land
Measuring 94 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

www.kanodiaco.com

[CP-239con1]



REGISTRAR OF ASSURANCES
KOLKATA

23.11.08



REGISTRAR OF ASSURANCES
KOLKATA

Seamus

23.11.08