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Admissible under Rate of duty stamp
under the Indian Stamp Act, 1899
as also as amended by the Finance
Act, 1947 and the Finance
Act, 1957. No. 23+4

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REGISTRY OF AMBASSADORS
Calcutta

13/11/06

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SALE DEED

THIS SALE DEED IS made this 14th day of September, Two Thousand and Six **BETWEEN** (1) **HABIBUL GAZI**, (2) **MOFIZUL GAZI**, (3) **HAFIZUL GAZI**, all sons of Late Golam Gazi, all by faith Muslim, all are residing at Village & P.O. Chandpur, P.S. Rajarhat, District : North 24-Parganas, hereinafter referred to as "**THE VENDORS**" (which expression shall unless excluded by or

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70 = 250
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70 = 250
70 = 80

10, old Post Office & Cal -

35982
 Santi Mitra, Son
 of 50 Chandra Mohan Das
 KD-26

Kolkata Collectorate,
 Treasury
 6.13.02



1500
 300
 20
 18020

Handwritten signature in Bengali script.

1179

১) অক্ষয় গোস্বামী ও হাবিবুল গোস্বামী
 ২) অক্ষয় গোস্বামী
 ৩) হাবিবুল গোস্বামী
 অক্ষয় গোস্বামী

4.00 P.M.

14th Sept 06
 Akhaj Gazi in front.

14/9/06

Akhaj Gazi as constable
 attorney of Habiul Gazi
 ① Motiul Gazi
 ② Habiul Gazi at W. Old
 Post-office Street Kolkata-1

Ashraf Gulder -
 S/o A. S. Gulder
 V - Berdabur P.O. Matkunda
 P.S Rajmukh 24 Pgs (N)

Ashraf Gulder
 S/o Ashraf Gulder
 V. Berdabur P.O. Matkunda
 P.S. Rajmukh 24 Pgs (N)

14/9/06



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

No. 35982
Sold to Santi Mitra, Adv.
of 58 Chandra Mandel Lane
KO-26

Calcutta Collectorate,
Treasury

63-02

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18020



Registrar of Assurances
Calcutta



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**.

35982
Sold to Santi Nitro, Adm
of 50 Chandra Mandal Lane
KD-26

Calcutta Collectorate,
Treasury

~~6-3-02~~

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Registrar of Assurances
Calcutta



WHEREAS one Golam Gazi, since deceased was the recorded owner in respect of all that piece or parcel of lands containing by measurement an area of 77 Sataks (decimals) equal to 2 Bighas 6 Cottahs 9 Chittacks 16.2 square feet out of 257 Sataks be the same a little more or less situate in Mouza Chandpur Champagachi, P.S. Rajarhat, District North 24-Parganas in J.L. No. 48, L.R. Dag No.

35982
Sold to Sauti Mitra, Adv.
of 50 Chandra Mondel Lane
10-26

Calcutta Collectorate,
Treasury

6.3.02

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REGISTRAR OF ASSURANCES
Calcutta



1971 and 1972, L.R. Khatian No. 630 classified as Danga and Sali land respectively and at all material times was enjoying the right, title and interest thereof free from all encumbrances, charges, liens, lispendenses, demands, claims, hindrances, debts, dues and attachments whatsoever.

No. 35982

Sold to... Santi Mitra, Adv.

of... 50 Chandra model done

NO-26

Calcutta Collectorate,

Treasury

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REGISTRAR OF ASSURANCES
CALCUTTA

AND WHEREAS in the Records of Right prepared under the West Bengal L. R. Act, the said Golam Gaji was shown as Holding of Dag nos. 1971 & 1972 along with others under L.R. Khatian no. 630, where Dag no. 1971 has been shown undivided 2192 Share i.e., 29 Sataks (Decimal) out of 130 Decimal and Dag no. 1972 has been shown undivided 3750 share i.e., 48 Sataks out of 127 Sataks.

AND WHEREAS said Golam Gazi died intestate leaving behind him surviving his widow and four sons namely, Manoyara Begum, Akkaz Gazi, Habibul Gazi, Mofizul Gazi and Hafizul Gazi as his legal heiress, heirs and representatives.

AND WHEREAS in the manner aforesaid, the said Manoyara Begum, wife of Late Golam Gazi became the owner of 9.63 Sataks Sali Land out of 77 Sataks in L.R. Dag no. 1971 & 1972, Akkaz Gazi, son of Golam Gazi became the owner of 16.84 Sataks Sali Land out of 77 Sataks in L.R. Dag no. 1971 & 1972, Habibul Gazi, son of Golam Gazi became the owner of 16.84 Sataks Sali Land out of 77 Sataks in L.R. Dag no. 1971 & 1972, Mofizul Gazi, son of Golam Gazi became the owner of 16.84 Sataks Sali Land out of 77 Sataks in L.R. Dag no. 1971 & 1972 and Hafizul Gazi, son of Golam Gazi became the owner of 16.85 Sataks Sali Land out of 77 Sataks in L.R. Dag no. 1971 & 1972 according to Muslim Personal Law.

AND WHEREAS in the manner aforesaid the Vendors herein are the Owners of all that piece and parcel of land admeasuring 50.55 Sataks (decimals) equal to 1 Bigha 10 Cottahs 9 Chittacks and 14 square feet out of 77 Sataks 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. 1971 and 1972, L.R. Khatian No. 630 classified as Danga and Sali land respectively, 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. 15,86,000/- (Rupees Fifteen Lac Eighty Six Thousand) only, the said Schedule property is free from all encumbrances, attachments, liens and lispensens whatsoever on the terms and conditions mentioned hereinafter.

NOW THIS INDENTURE WITNESSETH that in consideration of the sum of Rs. 15,86,000/- (Rupees Fifteen Lac Eighty Six Thousand) 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, lispenses, 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, lispens, 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 lispens 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, 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 50.55 Sataks (decimals) equal to 1 Bigha

10 Cottahs 9 Chittacks and 14 square feet out of 77 Sataks 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. 1971 and 1972, L.R. Khatian No. 630 classified as Danga and Sali land respectively, number of Dag, Khatian and other particulars are as follows :-

<u>Mouza</u>	<u>L.R. Khatian No.</u>	<u>L.R. Dag No.</u>	<u>Area</u>	<u>Classifi- cation of plot as per ROR</u>	<u>Share</u>	<u>Annual Rent to be paid as per amended provisions of W. B. L. R. Act, 1955.</u>
Chandpur Champagachi	630	1971	19.03 Sataks out of 29 Sataks arising out of 130 Sataks	Danga	1463.84	
Chandpur Champagachi	630	1972	31.5 Sataks out of 48 Sataks arising out of 127 Sataks	Sali	2480.31	

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

by the Vendors in the presence of

WITNESSES:

1. Handgelenk
vib-Bänder von p-
muffeln verlaufen
p.s-Bänder auf 29 p.c.s (11)

5.15.15.15.15

১৯৫৩ খ্রিঃ
 ১৯৫৪ খ্রিঃ
 ১৯৫৫ খ্রিঃ

91

VENDORS

2. ~~1000~~ 1000

SIGNED, SEALED AND DELIVERED
by the Purchaser in the presence of

WITNESSES:

1.

PURCHASER

2.

Read over, explained in Bengali and Drafted by me

Drafted by me

Acq. Kr. Bey.

Advocate

High Court, Calcutta.

RECEIPT

Received a sum of Rs. 15,86,000/- (Rupees Fifteen Lac Eighty Six Thousand) 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. 15,86,000/-

(Rupees Fifteen Lac Eighty Six Thousand) only.

Witnesses :-

1. *Abul Kalam*

১) শাহিন আলী ২) শাহিন আলী
 ৩) শাহিন আলী
 মোস্তাফিজুল হক
 আব্দুল্লাজ্জাজ

VENDORS

2. *মিস্ত্রী শাহিন আলী*

SPECIMEN FORM FOR TEN FINGERPRINTS

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		(Left Hand)				
						
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		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
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		(Right Hand)				
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
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		(Right Hand)				
		Little	Ring	Middle	Fore	Thumb
PHOTO		(Left Hand)				
		Thumb	Fore	Middle	Ring	Little
		(Right Hand)				

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& Address registered.

Document No. I
Book No. I
Volume No. I
Page No. 24
Serial No. 10893
Date 2006

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DATED THIS 14th DAY SEPTEMBER 2006

BETWEEN

HABIBUL GAZI & ORS.

..... **THE VENDORS**

AND

CIRCLE CLUBS & RESORTS PRIVATE LIMITED

..... **THE PURCHASER**



20/11/07



SALE DEED

A. K. CHOWDHURY
Advocate
10, Old Post Office Street,
Kolkata - 700001.