

8 08134/16

CP-262

11003

5000Rs.



SBI...
Cheque No. 116841 dt. 15/11/...
for Rs. 3000/- has been paid on
defect stamp duty u/s 41.

Defect "A" Fess Rs. 668/-
... Subsequently realised
... SBI Cheque No. ... dt. 16/11/...

Cheque No. 11577 dt. ...
for Rs. 8200/- has been paid of
defect stamp duty u/s 41

SALE DEED

16/11/06 031/10
REGISTRAR OF AMRITSAR
KOLKATA

THIS SALE DEED IS made this 31st day of October, Two Thousand and Six **BETWEEN** (1) **SK. ATAHAR ALI**, aged about 51 years, (2) **MD. MOHBUBAR RAHMAN** alias **MD. MOHABUR RAHMAN**, aged about 49 years, (3) **MD. AYUBUR RAHMAN**, aged about 45 years, (4) **ROFIUL RAHMAN** alias **ROFIK AHMED**, aged about 42 years, (5) **FARID AHMED**, aged about 38 years, nos. 1 to 5 are sons of Apser Ali Mondal alias Afchar Ali Mondal all are residing at Village & P.O. Chandpur, P.S. Rajarhat, District North 24 Parganas, all by faith Muslim, hereinafter referred to as **"THE VENDORS"** (which expression shall unless excluded

SK. Atahar Ali
MD. Mohabur Rahman
MD. Ayubur Rahman
Rafiqul Rehman
Farid Ahmed

A 2882
F 1525
G 25
H 11
I 2882
J 29731

11/250
11/11/1

250
10

10-0-0 0-86

Atker

136288.

A. E. Chowdhary & Co.
Advocate,
10, Old Post Office Street,
Kolkata - 700 001.
Address
Rs. 5000/-
Calcutta Collectorate,
11, Netaji Subhas Rd. Licensed Firm
Calcutta - 2006
Vendor



27 OCT 2006

31.51 - 04 - 06

1 SK. Alahar Ali

SK Alahar Ali

1361

REGISTRAR OF ASSURANCES
CALCUTTA
31/10/06

1 SK. Alahar Ali

1362

SK Alahar Ali, SK Mahalulur
Rahman @ Mahalulur Rahman
md Gabur Rahman.

Rafiqul Rahman alias
Rafique Ahmad 1785 are
sons of Afser Ali mandal all of
vill f po - chudpur Rajshahi
Dist - 24 Parg (N)

1 Md. Rafique Rahman. alias
Md. Mohibur Rahman

1363

Afser Ali

1 Md. Ayub Rahman

1364

8.10

1 Rafiqul Rahman alias.
Rafik Ahmad

REGISTRAR OF ASSURANCES
CALCUTTA
31/10/06

Afser ali

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 SK. ATAHAR ALI, MD. MOHBUBAR RAHMAN alias MD. MOHABUR RAHMAN, MD. AYUBUR RAHMAN, ROFIUL RAHMAN alias ROFIK AHMED, FARID AHMED, all sons of Apser Ali Mondal alias Afchar Ali Mondal, are owned and in khas possession of all that piece and parcel of land admeasuring 10.65 Sataks (Decimal) equal to 6 Cottahs 7 Chittacks and 4.14 Sq.ft. out of 67 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. 1920, 1921, 1965, 1966, 1969, 1970, L.R. Khatian Nos. 1638, 206, 1045, 2290, classified as Sali (Paddy) 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 Md. Rafikul Islam, Md. Aminul Islam and Md. Nurul Islam, all sons of Late Aftab Uddin Ahammad, sold, transferred and conveyed all that piece and parcel of land admeasuring 9.33 Decimal (Sataks) out of 20 Decimal in Mouza Chandpur Champagachi, under Chandpur Gram Panchayet, P.S. Rajarhat, District North 24-Parganas in J.L. No. 48, L.R. Dag Nos. 1920, 1921, L.R. Khatian Nos. 1638, 206, 1045, classified as Sali (Paddy) land unto and in favour of SK. ATAHAR ALI, MD. MOHBUBAR RAHMAN alias MD. MOHABUR RAHMAN, MD. AYUBUR RAHMAN, ROFIUL RAHMAN alias ROFIK AHMED, FARID AHMED, the Vendor nos. 1 to 5 herein, all sons of Apser Ali Mondal alias Afchar Ali Mondal by a Sale Deed dated 27.10.1994 which was duly

By: Atahar Ali, MD. Mohabur Rahman, MD. Ayubur Rahman,
Rafikul Rahman, Farid Ahmed.

Farid Ahamed.

1365

Farid Ahamed
S/O APsarali mudal
@ APsarali mudal
of Bidhan nuger. saltlake

Sarabjy

Abseali

S/O Late Sakawati-ali
vill - chandpur.
P.S. Rajarhat

DIST - 24 Parganas (N)
cultivation

Abseali
S/O Late Sakawati-ali
vill - chandpur
P.S. Rajarhat
DIST - 24 Parganas (N)
cultivation

REGISTRATION OF MORTGAGES
31/10/06

registered with the office of Additional District Sub-Registrar at Bidhannagar, Salt Lake and recorded in Book no. I, Volume no. 147, Pages 187 to 195, Being no. 6824, for the year 1993.

AND WHEREAS in the Records of Right prepared under the West Bengal L. R. Act, one Aleya Khatun Bibi, wife of Abdul Latif Molla, was shown as Holding of L.R. Dag Nos. 1965, 1966, 1969, 1970, under L.R. Khatian No. 2290, where L. R. Dag no. 1965 was shown undivided 278 Share, i.e., 0 Decimal out of 8 Decimals, L. R. Dag no. 1966 was shown undivided 278 Share, i.e., 1 Decimal out of 15 Decimals, L. R. Dag no. 1969 was shown undivided 278 Share, i.e., 0 Decimal out of 8 Decimals and L. R. Dag no. 1970 was shown undivided 278 Share, i.e., 0 Decimal out of 16 Decimals.

AND WHEREAS the said Aleya Khatun Bibi, sold, transferred and conveyed all that piece and parcel of land admeasuring 1.32 Decimal (Sataks) out of 47 Decimal in Mouza Chandpur Champagachi, under Chandpur Gram Panchayet, P.S. Rajarhat, District North 24-Parganas in J.L. No. 48, L.R. Dag Nos. 1965, 1966, 1969 & 1970, L.R. Khatian Nos. 2290, classified as Sali (Paddy) land unto and in favour of SK. ATAHAR ALI, MD. MOHABUR RAHMAN, MD. AYUBUR RAHMAN, ROFIUL RAHMAN, FARID AHMED, the Vendor nos. 1 to 5 herein, all sons of Apser Ali Mondal alias Afchar Ali Mondal, by a Sale Deed dated 06.12.2005 which was duly registered with the office of District Registrar at Barasat and recorded in Book no. I, Volume no. 1, Pages 1 to 27, Being no. 7146, for the year 2005.

AND WHEREAS in the manner aforesaid the Vendors herein are the Owners of all that piece and parcel of land admeasuring 10.65 Sataks (Decimal) equal to 6 Cottahs 7 Chittacks and 4.14 Sq.ft. out of 67 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. 1920, 1921, 1965, 1966, 1969 1970, L.R. Khatian Nos. 1638, 206, 1045, 2290, 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

Sd/- Atahar Ali, Md. Mohabur Rahman, Md. Ayubur Rahman,
Rafiqul Rahman, Farid Ahmed

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).

Sd/- Alāhar Ali. M.D. Masabur Rahman and Ayub Rahman,
Rafiq Rahman Farid Ahmed.

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. 2,62,863/- (Rupees Two Lac Sixty Two Thousand Eight Hundred Sixty Three) 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. 2,62,863/- (Rupees Two Lac Sixty Two Thousand Eight Hundred Sixty Three) 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, lispensens, 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

By: Alahan Ali, MD. Masleeh Rahman, Md. Ayubur Rahman.
Rafiqul Rahman, Farid Ahamed.

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

Sx: Alahar Al: AED. Alahar Alahar Md. Ayub Rahman
Rafiq Rahman Farid Alahar

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

for Alahar Ali. Md. Nazam Karim. Md. Ayub Rahman
Rafiq Rahman Farid Ahamed.

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 10.65 Sataks (Decimal) equal to 6 Cottahs 7 Chittacks and 4.14 Sq.ft. out of 67 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. 1920, 1921, 1965, 1966, 1969, 1970, L.R.

Sd/- Alahar Ali. Md. Nazimul Rahman. Md. Ayubul Rahman
Rafiqul Rahman. Four Ahomms.

Khatian Nos. 1638, 206, 1045, 2290, classified as Sali (Paddy) land, number of Dag, Khatian and other particulars are as follows :-

<u>Mouza</u>	<u>L.R.</u> <u>Khatian</u> <u>No.</u>	<u>L.R.</u> <u>Dag</u> <u>No.</u>	<u>Area</u>	<u>Share</u>	<u>Classifi-</u> <u>cation of</u> <u>plot as</u> <u>per ROR</u>	<u>Annual</u> <u>Rent to</u> <u>be paid</u> <u>as per</u> <u>amended</u> <u>provision</u> <u>s of W. B.</u> <u>L. R. Act,</u> <u>1955.</u>
Chandpur Champagachi	1638, 206 & 1045	1920	5.13 Satak out of 11 Sataks	4666	Sali	
Chandpur Champagachi	1638, 206 & 1045	1921	4.20 Satak out of 9 Sataks	4666	Sali	
Chandpur Champagachi	2290	1965	0.23 Satak out of 0.68 Sataks which arising out of 8 Sataks	288	Sali	
Chandpur Champagachi	2290	1966	0.42 Satak out of 1.25 Sataks which arising out of 15 Sataks	288	Sali	
Chandpur Champagachi	2290	1969	0.22 Satak out of 0.66 Sataks which arising out of 8 Sataks	288	Sali	
Chandpur Champagachi	2290	1970	0.45 Satak out of 1.33 Sataks which arising out of 16 Sataks	288	Sali	

Sd/- Alahar Al. NoD. Mahabub Khan Md. Ayub Khan
Rafiq Raza Farid Ahmad.

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. Arup Kr. Dey.
Adv.

✓ Sh. Alahar Ali
✓ Md. Alahar Rahmat. Ali
✓ Md. Alahar Rahmat.

✓ Md. Ayub Rahman

✓ Rafiq Rahman alias
Rafiq Ahmad

Fazid Ahmed.

2. Afsar ali
chand pur 24 (N) pgs
P.S Rajahat

SIGNED, SEALED AND DELIVERED

by the Purchaser in the presence of

WITNESSES:

- 1.

VENDORS

- 2.

PURCHASER

Drafted by me

Arup Kr. Dey.

Advocate

High Court, Calcutta.

RECEIPT

Received a sum of Rs. 2,62,863/- (Rupees Two Lac Sixty Two Thousand Eight Hundred Sixty Three) 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. 2,62,863/-

(Rupees Two Lac Sixty Two Thousand Eight Hundred Sixty Three) only.

Witnesses :-

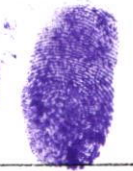
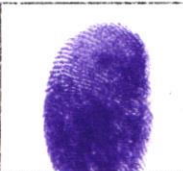
1. Arup Kr. Dey.
Adv

Mr. Alahar Ali.
Mr. Mohd. Nadeem Rahman. alias
Mr. Mohd. Nadeem Rahman.
Mr. Ayub Khan Rahman
Rafiq Rahman. alias.
Rafiq Rahman.
Fawad Ahmed

VENDORS

2. Afsar Ali

SPECIMEN FORM FOR TEN FINGERPRINTS

 Mr. Alahar Ali.						
		(Left Hand)				
						
		(Right Hand)				
 Mr. Nalduke Lakshmi						
		(Left Hand)				
						
		(Right Hand)				
 Mr. Ansum Behara						
		(Left Hand)				
						
		(Right Hand)				
 Rafiqul Reza						
		(Left Hand)				
						
		(Right Hand)				

SPECIMEN FORM FOR TEN FINGERPRINTS

 Farid Ahmed		Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	LEFT HAND					
		Thumb	Fore finger	Middle Finger	Ring Finger	Little Finger
	RIGHT HAND					
PHOTO		Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	LEFT HAND					
		Thumb	Fore finger	Middle Finger	Ring Finger	Little Finger
	RIGHT HAND					
PHOTO		Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	LEFT HAND					
		Thumb	Fore finger	Middle Finger	Ring Finger	Little Finger
	RIGHT HAND					
PHOTO		Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	LEFT HAND					
		Thumb	Fore finger	Middle Finger	Ring Finger	Little Finger
	RIGHT HAND					

Book No. 1
Page No. 1 to 16
Date 11.00.03
2006

DATED THIS 31ST DAY OF October 2006

BETWEEN

SK. ATAHAR ALI & ANR.

... VENDORS.

AND

CIRCLE CLUBS & RESORTS PRIVATE
LIMITED

... PURCHASER.



24-11-06

DEED OF SALE



A. K. CHOWDHURY & CO.
Advocates,
10, Old Post Office Street,
Kolkata 700 001

24-11-06