

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,

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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 *ONE PART*;

#### AND

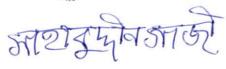
- 1) SAHID GAZI (GAJI);
- 2) WAHID GAZI alias PAHAHID GAJI;
- 3) MAHID GAZI (GAJI);
- 4) NASIRUDDIN GAZI alias NASIR GAJI;
- 5) SAHABUDDIN GAZI (GAJI);
- 6) KUTUBUDDIN GAZI alias KUTUBA UDDINA GAZI

all sons of Didar Baks Gazi and all residing at Village & P. O. Chandpur, P. S. Rajarhat, 24 Parganas (North), 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 heirs, successors, representatives, administrators, agents and assigns) of the *OTHER PART*;

#### WHEREAS:

- A. The Vendors herein have jointly held out, represented and assured to the Purchaser as follows:
  - (i) By a Deed of Gift dated 11th August, 2005 made and executed between one Didar Baks Gazi, therein referred to the Donor of the One Part and the Vendors herein, therein jointly referred to as the Donee of the other part and registered at the Office







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of the Additional District Sub Registrar, Bidhan Nagar (Salt Lake City) in Book No. I Volume No. 267 at Pages 27 to 47 Being No. 4411 of 2006, the Donor therein out of his natural love and affection conveyed and transferred by way of gift to the Donee various plots of land including ALL THOSE the pieces and parcels of land measuring 34 Satak be the same a little more or less in L. R. Dag Nos. 1914, 1958, 1978, 1980 and 1990 recorded vide L. R. Khatian No. 887 in Mouza Chandpur Chapagachi within the jurisdiction of Chandpur Gram Panchayat under P. S. Rajarhat in the District of 24 Parganas (North) (hereinafter referred to as "the said land") which is more fully mentioned and described in the Schedule written hereunder;

- (ii) The Vendors herein have not applied for mutation of their names in respect of the said area of land and the same is mutated in the name of the said Didar Baks Gazi vide L. R. Khatian No. 887 in Mouza Chandpur Chappagachi, 24 Parganas (North).
- (iii) The Vendors herein thus become the absolute owners or otherwise sufficiently entitled to all those 34 Satak forming L. R. Dag Nos. 1914, 1958, 1978, 1980 and 1990 recorded vide L. R. Khatian No. 887 in Mouza Chandpur Chappagachi within Chandpur Gram Panchayat, P. S. Rajarhat and are in khas peaceful actual and legal possession of the said land.
- (iv) The said land is free from all encumbrances whatsoever and howsoever;

- B. The Vendors 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 jointly negotiated with the purchaser herein for sale of the said land and have jointly 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 lispendens 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 conveyance 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. 10,30,300/- (Rupees Ten Lacs Thirty Thousand & Three Hundred) only of the lawful money of the Union of India well and truly paid in hands to the Vendor 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 absolutely and forever free encumbrances, charges, claims, demands, liens, trusts, mortgages, lispendens, attachments, acquisitions and/or requisition the said land being ALL THOSE the pieces and parcels of land measuring about 34.00 (Thirty Four) Satak as per recorded area be the same a little more or less comprising in or forming part of L. R. Dag Nos. 1914, 1958, 1978, 1980 and 1990 recorded vide L. R. Khatian No. 887, J. L. No. 48 lying and situate within Mouza Chandpur Chappagachi under Chandpur Gram Panchayat P. S. Rajarhat in the district of 24 Pargannas (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 Vendors or any one of them 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 title or any person or persons lawfully and equitably claiming as aforesaid.
- IV. AND THAT the Vendors do and each one of 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 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 in respect of the said land have been paid by the Vendors till the date hereof and the Vendors hereby further indemnify and covenant to keep indemnified the Purchaser against all claims or demands arising in respect thereof.
- IX. **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, lispendens 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 recorded vide L. R. Khatian No. 887 as per details below:

L. R. DAG NO	NATURE OF LAND	TOTAL AREA OF DAG (In Satak)	AREA HEREBY SOLD (In Satak)	
1914	SALI	33.00	3.00	
1958	SALI	30.00	3.00	
1978	SALI	75.00	8.00	
1980	SALI	55.00	11.00	
1990	DANGA	89.00	9.00	
	34.00			

in total the recorded area of land measuring **34.00** (**Thirty Four**) **Satak** all within Chandpur Gram Panchayat in Mouza Chandpur Chappagachi, J. L. No. 48, P. S. Rajarhat in the district of 24 Pargannas (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:

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# SPECIMEN FORM FOR TEN FINGER PRINTS

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## SPECIMEN FORM FOR TEN FINGERPRINTS

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#### MEMO OF CONSIDERATION

RECEIVED of and from the within named Purchaser the sum of Rs. 10,30,300/- (Rupees Ten Lacs Thirty Thousand & Three Hundred) 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. 10,30,300-00

Rs. 10,30,300-00

(Rupees Ten Lacs Thirty Thousand & Three Hundred) only

Witnesses:

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Drafted by me.

(S. K. Kanodia)

Advocate.

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