

referred to as the VENDORS (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators and legal representatives and assigns ) of the FIRST PART

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SL. NO. 701 DATE 10.9.07 SERAMPORE TREASURY De babria ta Des. Advocate SUED ON 12.09.2007 NOS. J. (One) .. NON-JUDICUM Serampone Court STAMP SL. No...701.... OF TOTAL Dejampone VALUE RS. 15, 000 ( aper Fifteen Housend Only 7/318 10t SERAMPORE TREASURY STAMP CLERE BAMPUR TREASURY and the second la Ser of the Second I SEP (UII) 21 SEP 2007

# Government of West Bengal Department of Finance (Revenue) ,Directorate of Registration and Stamp Revenue Office of the Additional District Sub Registrar, Serampore

Signature / LTI Sheet of Serial No 06333 / 2007

**Document Number** 

1 - 05844

2007

I . Signature of the Presentant

Name of the Presentant	Signature with date
Prasenjit Sen	Prosenzia Sen
7	21/9/02

II . Signature of the person(s) admitting the Execution

LTI	Sl No	Admission of Execution By	Status	Signature with Date
	10715	Madhuparna Sen ps - Serampore Dakshin Rajyadharpur, Ghoshpara Mallickpara Hooghly( Form -60)	Self M	adhiparina S
	20716	Paramita Sen ps - Serampore Dakshin Rajyadharpur, Ghoshpara Mallickpara Hooghly(panno- Avxps 1833r)	Self Pa	ramita Sen 21/9/07
	1043	Prasenjit Sen ps - Serampore Dakshin Rajyadharpur, Ghoshpara Mallickpara Hooghly(panno- Aegps 0142d)	Self	Prosensit sen
	10714	Pratap Sen ps - Serampore Dakshin Rajyadharpur, Ghoshpara Mallickpara Hooghly(panno- Aztps 5193a))	Self	22p s=2 21/9/07

Name of Identifier of above Person(s)

Nirmal Chandra Gayen

Serampore Court S Page 1 of 1

Signature of Identifier with Date
Nelsmal Chandra Gayen
21/9/07

(Ashim kumar Ghosh) **ADSR Serampore** 

## Office of the ADSR Serampore Serampore, Hooghly Endorsement For deed Number :I-05844 of :2007

Endorsement For deed Number :I-05844 of :200 (Serial No. 06333, 2007)

#### On 21/09/2007

#### Admissibility(Rule 43)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A Article number :23,4 of Indian Stamp Act 1899. also under section 5 of West Bengal Land Reforms Act, 1955; Court fee stamp paid Rs.-10/-

#### Payment of Fees:

Fee Paid in rupees under article: A(1) = 13046/- ,E = 14/- on:21/09/2007

#### Certificate of Market Value(WB PUVI rules 1999)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs-1187000/-

Certified that the required stamp duty of this document is Rs 71240 /- and the Stamp duty paid as: Impressive Rs- 15000

#### Deficit stamp duty

Deficit stamp duty: 1.Rs 49825/- is paid by the draft no.:091288, Draft date:19/09/2007, Bank name:State Bank Of India, Serampore, recieved on:21/09/2007. 2.Rs 6415/- is paid by the draft no.:091300, Draft date:20/09/2007, Bank name:State Bank Of India, Serampore, recieved on:21/09/2007.

#### Presentation(Under Section 52 & Rule 22A(3) 46(1))

Presented for registration at 13.38 on :21/09/2007, at the Office of the ADSR Serampore by Prasenjit Sen, one of the Executants.

#### Admission of Execution(Under Section 58)

Execution is admitted on :21/09/2007 by

- 1. Prasenjit Sen, son of Prasanta Sen, Dakshin Rajyadharpur, Ghoshpara, Thana Serampore, By caste Hindu, by Profession: Business
- 2. Pratap Sen, son of Prasanta Sen, Dakshin Rajyadharpur, Ghoshpara, Thana Serampore, By caste Hindu, by Profession: Business
- 3. Paramita Sen, wife of Pratap Sen, Dakshin Rajyadharpur, Ghoshpara, Thana Serampore, By caste Hindu, by Profession: House wife
- 4. Madhuparna Sen, wife of Prasenjit Sen, Dakshin Rajyadharpur, Ghoshpara, Thana Serampore, By caste Hindu, by Profession: House wife

Identified By Nirmal Chandra Gayen, son of Lt, Satish Chandra Gayen Serampore Court Serampore Hooghly Thana: Serampore, by caste Hindu, By Profession: Law Clerk.

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[Ashim kumar Ghosh]
A. D. S. R

Office of the Additional District Sub Registrar, Serampore Govt. of West Bengal

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Office of the Additional District Sub Registrar, Serampore Govt. of West Bengal

and the SI SEP becameur, Manghy Add that sub-Argument

#### AND

M/S SUNRISE ENCLAVE PRIVATE LIMITED A Company Registered under the provision of Indian Companies Act 1956, having its Registered Office at 50, Suburban School Road, P.S. Kalighat, Kolkata-700025, having its PAN AAICS2280H, represented by its Director SRI ARUN KUMAR KEDIA, Son of Shri Ram Kumar Kedia, by faith Hindu, by occupation Business, residing at 50, Suburban School Road, P.S. Kalighat, Kolkata-700025. hereinafter referred to as the PURCHASER (which terms or expression shall mean unless excluded by or repugnant subject to the context be deemed to mean and includes its successor and successor-in-office and/or assigns ) of the SECOND PART.

WHEREAS ALL THAT piece and parcel of VITI land measuring an area of 07 ( Seven ) Cottah 37 (Thirty Seven ) Sq. Ft. together with 100 Sq.Ft. Tile Shed thereon Comprised in R.S. Plot No. 87, appertaining to R.S. Khatian No. 25, under L.R. Plot No. 81 and 82, corresponding to L.R. Khatian No. 2955 and 2956, lying and situated at Mouza Serampore, J.L. No. 13, Municipal Holding No. 78, G.T. Road, Serampore, under Serampore Municipality, P. S. and A D S R Office at Serampore, Dist. Hooghly; more fully and particularly described in the schedule hereinafter written "together with total 7.15 Acres of land was originally owned and possessed by Raja Bijoy Singh Dudhoria of Azimganj and he died in 1933 leaving him surviving his two sons namely Kumar Chandra Singh Dudhoria and Kumar Padam Singh Dudhoria his wife and 2 daughters being governed by the Mitakshara school of Hindu Law, said two sons of said Raja Bijoy Singh Dudhoria succeeded to the estate left by Raja Kumar Chandra Singh Dudhoria and Kumar Padam Singh Dudhoria who were in joint khas possession of the said total property.

AND WHEREAS Kumar Padam Singh Dudhoria died on 5/5/1968 leaving behind his legal heirs namely Rani Aloka Dudhoria and her seven daughters Smt. Sheela Jain, Smt. Asha Pant, Smt. Sima Dudhoria, Smt. Leena Agarwal, Smt. Anita Jain, Smt. Natasha Jain and



Miss Amita Dudhoria as his only legal heirs and representatives as such all his right title and interest in respect of his total property was devolved upon his aforesaid legal heirs equally 1/8<sup>th</sup> share each.

AND WHEREAS Rani Aloka Dudhoria and her seven daughters filed a partition and administration suit before the Hon'ble High Court at Calcutta being Suit No. 384/1977 Rani Aloka Dudhoria and ors vs. Kumar Chandra Singh Dudhoria & ors said 7.15 Acres was a subject matter of the said suit. And in the said suit a preliminary decree was passed on 20<sup>th</sup> July 1978 and by further order dated 1<sup>st</sup> September 1982 and 5<sup>th</sup> July 1983, the Hon'ble court appointed joint commissioners of Partition to divide the immovable properties amongst the parties.

AND WHEREAS the joint commissioners of partition vide the minutes of their meeting held on 30<sup>th</sup> July 1983 allotted the immovable properties mentioned in Lot "A" to the Defendants namely the group of Kumar Chandra Singh Dudhoria.

AND WHEREAS by an order dated 11<sup>th</sup> June 1984 the Hon'ble Court confirmed the allotment made by the joint commissioners and out of the said property measuring 7.15 Acres at Serampore Dist. Hooghly, W. Bengal a demarcated area of 3.21 Acres was included in lot 'B' allotted to Rani Aloka Dudhoria and her nine daughters.

AND WHEREAS BY aforesaid process said Rani Aloka Dudhoria and her seven daughters became the joint owners of the said property together with other properties.

AND WHEREAS by a Deed of sale dated 24<sup>th</sup> day of December 2000, registered in Book No. I, Vol. No.137, pages at 227 to 240, Being No. 4878 for the year 2002 of Serampore A.D.S.R. Office said Rani Aloka Dudhoria and ors. Jointly sold transferred and delivered possession of the said property together with other properties in favour of Sri Protap Sen the Vendor No. 1 herein and Sri Goutam Ghosh.

<u>AND WHEREAS</u> by aforesaid purchase said Sri Protap Sen and Sri Goutam Ghosh became the joint owners of the schedule property and were in joint khass possession by exercising their joint right, title and interest free from all encumbrances.

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21 SEP 2007

AND WHEREAS by a Deed of sale dated 27<sup>th</sup> day of July 2007, registered in Book No. I, C D Vol. No. 6, pages at 267 to 280, Being No. 04713 for the year 2007 of Serampore A.D.S.R. Office said Goutam Ghosh sold transferred and delivered possession of his undivided eight anna share equivalent to 10 Cottah 09 Chattak 11 Sq. Ft. out of the total property in favour of Sri Prsenjit Sen, Smt. Paramita Sen and Smt. Madhuparna Sen the present Vendors No. 2, 3 and 4 herein.

<u>AND WHEREAS</u> by aforesaid process the present Vendors herein become the joint owners in respect of the schedule property together with more other properties and now in joint khass possession by exercising their joint right, title and interest free from all encumbrances.

AND WHEREAS the Vendors jointly have decided to dispose off the schedule property and have agreed to sell their schedule property and were in search of prospective buyer who could purchase the said property.

AND WHEREAS the purchaser through its principal agent approached the Vendors and made a proposal to purchase the said property and offered to pay a sum of Rs. 11,63,479/- (Rupees Eleven Lakh Sixty Three Thousand Four hundred Seventy Nine) only.

AND WHEREAS the Vendors have agreed to sell to the Purchaser and believing the aforesaid representations made by the Vendors as true and correct and acting on the faith thereof the Purchaser has agreed to purchase the said Property free from all encumbrances charges liens claims demands mortgages leases tenancies licenses occupancy rights trusts debutter prohibitions restrictions restrictive covenants decrees executions acquisitions requisitions attachments vesting alignment easements liabilities and lis pendens whatsoever for an agreed total consideration of Rs. 11,63,479/- (Rupees Eleven Lakh Sixty Three Thousand Four hundred Seventy Nine) only on the terms and conditions hereinafter contained.

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Dist. Sub-Region Hooshly

21 SEP 2007

a. Simultaneously with the execution of these presents the said entire consideration of Rs. 11,63,479/- (Rupees Eleven Lakh Sixty Three Thousand Four hundred Seventy Nine) only has been paid by the Purchasers to the Vendors and the Vendors have made over vacant and peaceful possession of the said Property to the Purchasers simultaneously with the execution of these presents.

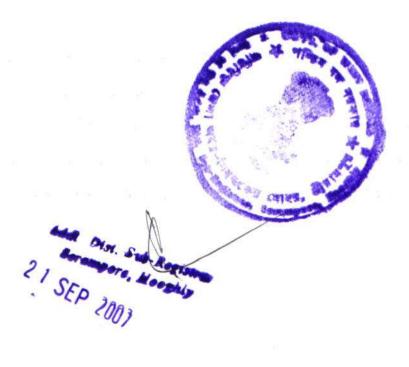
NOW THIS DEED WITNESSETH that in pursuance of the aforesaid agreement and in consideration of Rs. 11,63,479/- ( Rupees Eleven Lakh Sixty Three Thousand Four hundred Seventy Nine) only has been paid by the Purchaser to the Vendors (the receipt whereof the VendorS do hereby admit and acknowledged to have been received from the purchaser as well as by the memo of consideration hereunder written) the Vendors do hereby and hereunder grant convey transfer assign give and assure and to the use of the Purchaser freely and voluntarily free from all encumbrances charges liens claims demands mortgages leases tenancies licenses occupancy rights trusts debutter prohibitions restrictions restrictive covenants decrees executions acquisitions requisitions attachments vesting alignment easements liabilities and lis pendens whatsoever ALL THAT piece and parcel of VITI land measuring an area of 07 (Seven) Cottah 37 (Thirty Seven) Sq. Ft. together with 100 Sq.Ft. Tile Shed thereon Comprised in R.S. Plot No. 87, appertaining to R.S. Khatian No. 25, under L.R. Plot No. 81 and 82, both corresponding to L.R. Khatian No. 2955 and 2956, lying and situated at Mouza Serampore, J.L. No. 13, Municipal Holding No. 78 G.T. Road, Serampore, under Serampore Municipality, P. S. and A D S R Office at Serampore, Dist. Hooghly, more fully and particularly described in the Schedule hereunder written and also shown and delineated in RED in the Map or Plan annexed hereto and hereinafter referred to as "the said Property" TOGETHER WITH the parts or portions thereof or HOWSOEVER OTHERWISE the said Property or any part or portion thereof now is or are or at any time or times heretofore was or were situated butted and bounded called known numbered described

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21 SEP Jans

or distinguished **TOGETHER WITH** the hutments compounds situate thereat **AND TOGETHER** WITH all benefits and advantages of ancient and other lights all walls yards courtyards compound areas ditches fences trees shrubs hedges and all manner of former and other rights liberties easements privileges advantages appendages and appurtenances whatsoever to the said Property or any part thereof belonging or in anywise appertaining to or with the same or any part thereof now are or is or at any time or times heretofore were held used occupied appertaining or enjoyed therewith or reputed to belong or to appertain thereto AND the reversion or reversions, remainder or remainders of the said Property and every part thereof AND all the legal incidences thereof AND all the estate right title interest inheritance possession use and demand whatsoever both at law and in equity of the Vendors in to and upon and in respect of the said Property and every part thereof and TOGETHER WITH all deeds Kobalas use and demand whatsoever both at law and in equity of the Vendors in to and upon and in respect of the said Property and every part thereof and TOGETHER WITH all deeds Kobalas pattahs muniments and evidences of title which in anywise relate to or concern the said Property and/or any part or parcel thereof which now are or hereafter shall or may be or come in the custody power possession or control of the Vendor or any of them or any person or persons from whom the Vendor can or may procure the same without any action or suit at law or in equity TO HAVE AND TO HOLD the said Property free from all encumbrances and liabilities whatsoever and ALL AND SINGULAR and other the said Property hereby granted, transferred and assured or expressed or intended so to be with all rights, easements and appurtenance unto and to the use of the Purchasers free from all encumbrances charges liens claims demands mortgages leases tenancies licenses occupancy rights trusts debutter prohibitions restrictions restrictive covenants decrees executions acquisitions requisitions attachments vesting alignment easements liabilities and lis pendens whatsoever AND the Vendor do and each of them doth hereby covenant with the Purchasers that the Purchasers are absolutely and lawfully seized and possessed of and/or otherwise well and sufficiently entitled to the said Property and every part thereof AND THAT the Vendor has now in themselves good right and full and absolute power to grant convey transfer assign give and assure the said Property hereby granted conveyed transferred assigned given and assured or

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expressed so to be unto and to the use of the Purchasers in the manner aforesaid AND THAT the Purchasers shall and may at all times hereafter peaceably and quietly enter into hold possess and enjoy the said Property and receive and take the rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the Vendor or any of them or any person or persons lawfully or equitably claiming from under or in trust for the Vendor or any of them or from under or in trust for their predecessor(s) -in- title AND FURTHER THAT the Vendor and all persons having or lawfully or equitably claiming any right title interest or estate whatsoever in the said Property 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 and costs of the Purchasers do acknowledge and execute or cause to be made done acknowledged and executed all such acts deeds matters and things whatsoever for further better and more perfectly and effectually granting and assuring the said Property and every part thereof unto and to the use of the Purchasers as shall or may be reasonably required AND THAT the Vendors shall henceforth have no right title or interest whatsoever in the said Property hereby conveyed and given to the Purchaser and the sale and transfer of the said Property.

# II. THE VENDORS DOTH HEREBY AGREE AND COVENANT WITH THE PURCHASER AND DECLARE as follows:

- 1. The Vendors are the absolute owner and otherwise well and sufficiently seized possessed of the said Property and the Vendors have or any of them has neither entered into any agreement or arrangement or sold transferred conveyed assigned or mortgaged the said Property or any portion thereto to any person or body whosoever or whatsoever.
- 2. There is no latent or patent defect in the title of the Vendors of and to the said Property.
- 3. The Purchaser shall be freely and clearly absolutely acquitted, exonerated and released and discharged and sufficiently saved, defended, kept harmless and indemnified of from and against all and all manner of defects in title, lis pendens, attachments, encumbrances,

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21 SEP 200. Hooship

#### THE SCHEDULE ABOVE REFERRED TO :

ALL THAT piece and parcel of VITI land measuring an area of 07 (Seven) Cottah 37 (Thirty Seven ) Sq. Ft. together with 100 Sq.Ft. Tile Shed thereon Comprised in R.S. Plot No. 87, appertaining to R.S. Khatian No. 25, under L.R. Plot No. 81 and 82, corresponding to L.R. Khatian No. 2955 and 2956, lying and situated at Mouza Serampore, J.L. No. 13, Municipal Holding No. 78 G.T. Road, Serampore, under Serampore Municipality, P. S. and A D S R Office at Serampore, Dist. Hooghly; as shown and delineated in the Map/Plan annexes herewith together with all right of easement thereto.

That the aforesaid property is Butted and bounded by :-

ON THE NORTH :- LAND OF OTHERS.

ON THE SOUTH :- LAND OF DAG No. 88.

ON THE EAST :- TANK OF OTHERS.

ON THE WEST :- LAND OF DAG NO. 87.

The annual rent of Total Rs. 20/- is payable to the Govt. of West Bengal.

IN WITNESSES WHEREOF the Vendor put his signature the day, month and the year First Above written.

SIGNED AND DELIVERED BY

THE VENDORS IN PRESENCE OF :-

1. Nizmal Chandra Grayen Sezampore Court

Madhuparna Sen

SIGNATURE OF THE VENDORS

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21 SEP 2007

## MEMO OF CONSIDERATION

Received Rs. 11,63,479/- (Rupees Eleven Lakh Sixty Three Thousand Four hundred Seventy Nine) only from the above named purchaser in following manner:-

Party	Cheque No.	Dated	Amount	paid by
Madhuparna Sen	486907	20.07.2007	80,000.00	Aster Traders Pvt. Ltd. on behalf of Sunrise Enclave Pvt. Ltd.
Madhuparna Sen	756613	19.09.2007	2,10,869.75	Sunrise Enclave Pvt. Ltd.
Pratap Sen	486904	20.07.2007	1,35,000.00	Aster Traders Pvt. Ltd. on behalf of Sunrise Enclave Pvt. Ltd.
Pratap Sen	756614	19.09.2007	1,55,869.75	Sunrise Enclave Pvt. Ltd.
Prasenjit Sen	486905	20.07.2007	1,35,000.00	Aster Traders Pvt. Ltd. on behalf of Sunrise Enclave Pvt. Ltd.
Prasenjit Sen	756615	19.09.2007	1,55,869.75	Sunrise Enclave Pvt. Ltd.
Paramita Sen	486906	20.07.2007	1,35,000.00	Aster Traders Pvt. Ltd. on behalf of Sunrise Enclave Pvt. Ltd.
Paramita Sen	756616	19.09.2007	1,55,869.75	Sunrise Enclave Pvt. Ltd.

WITNESSES

Vermal Chandra Grayen Seramxone Court

2

VIKASH MODI 69E, N.S. Road Rishra, Hogghi Pratap ser

Trasewat sen

Paramitasen

Madhupavna Sen

SIGNATURE OF THE VENDORS

Drafted by me :-

(DEBABRATA DAS)

Advocate. Serampore Court,

Typed by :- 1. miguder

Serampore Court.

Dist. Sub-Register, Hooghly

21 SEP 2001

# FINGER PRINTS OF BOTH HANDS





# FINGER: RINTS OF BOTH HANDS

	THUMB FINGER	FORE	MIDDLE FINGER	RING FINGER	LITTLE	
						L. H. F. P.
						R. H. F. P.
	Bunks	8c./				
	THUMB	FORE	MIDDLE FINGER	RING FINGER	LITTLE FINGER	
	•					Li H. P.
Photo						R. H. F. P.



### Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 7 Page from 1729 to 1746 being No 05844 for the year 2007.



(Ashim kumar Ghosh) 25-September-2007 A. D. S. R Office of the Additional District Sub Registrar, Serampore West Bengal

Serampore, Hooghly.

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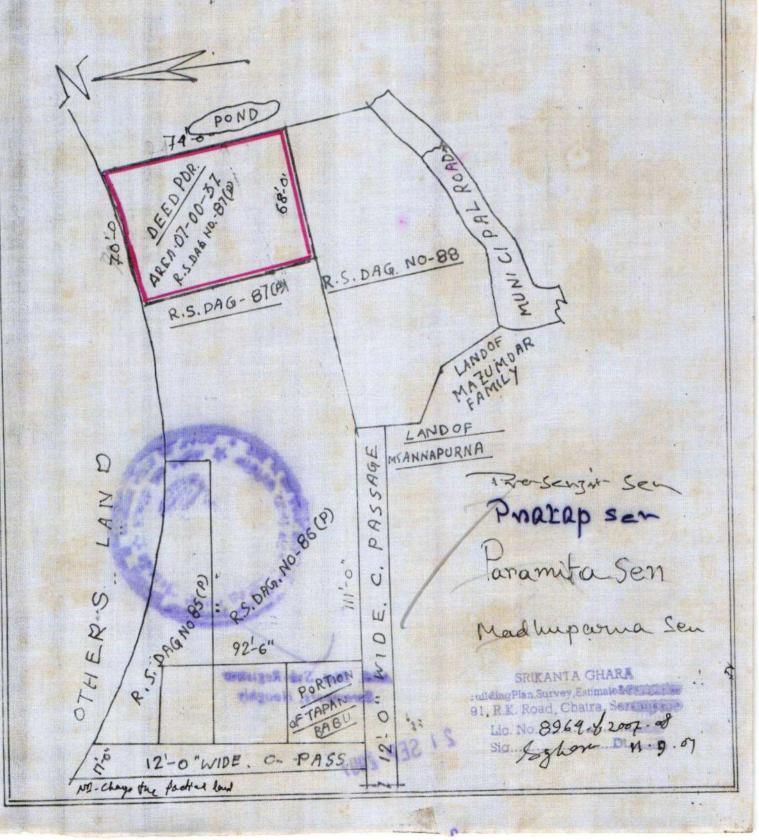
\$ 5 SEP 2007

SALE DEED PLAN SHOWING THE LAND OF R.S.DAG NO- 87(P) IN
KHATIAN NO.- AND L.R.DAG NOS.- 82 IN KHATIAN NO.-2955
&2956 UNDER MOUZA-SERAMPORE,J.L.NO.-13.
THE LAND AT HOLDING NO.-78,G.T.ROAD (EAST) UNDER
SERAMPORE MUNICIPALITY,P.S.-SERAMPORE,DIST.-HOOGHLY

AREA OF LAND 07 KA.00 CH.37 SFT.DEED PORTION

SHOWN BY RED BORDER LINE

NAME OF PURCHASER. -MS.SUNRISE ENCLAVE PVT.LTD.



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Add. Dist. Sub-Regions Senempere, Heoghly

21 SEP 2007

SALE DEED PLAN FOR LAND.

AT HOLDING NO-78, G.T. ROAD (W). IN R.S DAG NO-87 (P) APPERTAINING TO R.S KHATIAN NO-.

UNDER L.R DAG NO - 82. APPERTAINING TO L.R KHATIAN NO- 2955 & 2956. IN MOUZA-. SERAMPORE. J.L NO-13. UNDER SERAMPORE MUNICIPAL AREA. P.S-SERAMPORE.

DIST-HOOGHLY.

AREA IN DEED OF LAND IN DEED PORTION, SHOWN IN RED BOUNDARY

- 07 K. 00 CH. 37 SFT.

PURCHASER- MS. SUNRISE ENCLAVE PVT. LTD.

