

Alipore, South 24 Parganas

2 0 MAR 2015

INDENTURE made this Thousand Fifteen March having MUKHOPADHYAY, ASHUTOSH Prafulla ADTPM5416A, son of Late Mukhopadhyay, residing at premises no.119, Bhupen Roy Road (Part), Police Station Behala, Kolkata-700 034, hereinafter referred to as the **VENDOR** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the ONE PART AND

J.C. NO. 528/15

Solicitors & Advocates
Value 100 6, Old Post Office Street
Kolkata-700 001

LS V. High Court
Sujit Sarkar
High Court, A S

Toresankor Mulchertee

NO. 1140

2 0 MAR 2015

PHOBOS AGRO MARKETING PVT. LTD.

Toxasankar Mukherjae

Authorised Standing



V.C.T1

2 0 MAR 2015

Ashritach Mikhopadhyay



Registration Act 1008

2 0 MAR 2015

Schlarthe Muhhenjei 5/0 Arhetert Mukhapadhyay 119 Bhupen Ray Road, Keb - 34 Business P.S:- Behala



# Government Of West Bengal Office Of the D.S.R. - IV SOUTH 24-PARGANAS District:-South 24-Parganas

Endorsement For Deed Number : I - 02556 of 2015 (Serial No. 02646 of 2015 and Query No. 1604L000005859 of 2015)

#### On 20/03/2015

### Presentation(Under Section 52 & Rule 22A(3) 46(1), W.B. Registration Rules, 1962)

Presented for registration at 19.04 hrs on :20/03/2015, at the Private residence by Tarasankar Mukherjee ,Claimant.

### Admission of Execution (Under Section 58, W.B. Registration Rules, 1962)

Execution is admitted on 20/03/2015 by

- Ashutosh Mukhopadhyay, son of Late Prafulla Kr Mukhopadhyay, 119 Bhupen Roy Rd, Thana:-Behala, District:-South 24-Parganas, WEST BENGAL, India, Pin:-700034, By Caste Hindu, By Profession: Others
- Tarasankar Mukherjee
   Authorised Signatory, Phobos Agro Marketing Pvt Ltd, 205/2 Netaji Subhash Rd, District:-South 24-Parganas, WEST BENGAL, India, Pin:-700034.
   By Profession: Others

Identified By Siddhartha Mukherjee, son of Ashutosh Mukhopadhyay, 119 Bhupen Roy Rd, Thana:-Behala, District:-South 24-Parganas, WEST BENGAL, India, Pin:-700034, By Caste: Hindu, By Profession: Business.

(Tridip Misra)
DISTRICT SUB-REGISTRAR-IV

#### On 21/03/2015

## Certificate of Market Value (WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-19,60,000/-

Certified that the required stamp duty of this document is Rs.- 98010 /- and the Stamp duty paid as: Impresive Rs.- 100/-

(Tridip Misra)
DISTRICT SUB-REGISTRAR-IV

### On 24/03/2015

#### Certificate of Admissibility(Rule 43, W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number: 23, 4 of Indian Stamp Act 1899.

Registration Fees paid Online using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

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( Tridin Misra )

PISTRICT SUB-REGISTRAR-IV

EndorsementPage 1 of 2

24/03/2015 17:02:00

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# Government Of West Bengal Office Of the D.S.R. - IV SOUTH 24-PARGANAS District:-South 24-Parganas

Endorsement For Deed Number : I - 02556 of 2015 (Serial No. 02646 of 2015 and Query No. 1604L000005859 of 2015)

Registration Fees Rs. 21,588/- paid online on 20/03/2015 12:59PM with Govt. Ref. No. 192014150021380212 on 20/03/2015 7:56AM, Bank: State Bank of India, Bank Ref. No. 210315090017352 on 20/03/2015 12:59PM, Head of Account: 0030-03-104-001-16, Query No:1604L000005859/2015

Stamp Duty paid Online using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

Stamp duty Rs. 98,010/- paid online on 20/03/2015 12:59PM with Govt. Ref. No. 192014150021380212 on 20/03/2015 7:56AM, Bank: State Bank of India, Bank Ref. No. 210315090017352 on 20/03/2015 12:59PM, Head of Account: 0030-02-103-003-02, Query No:1604L000005859/2015

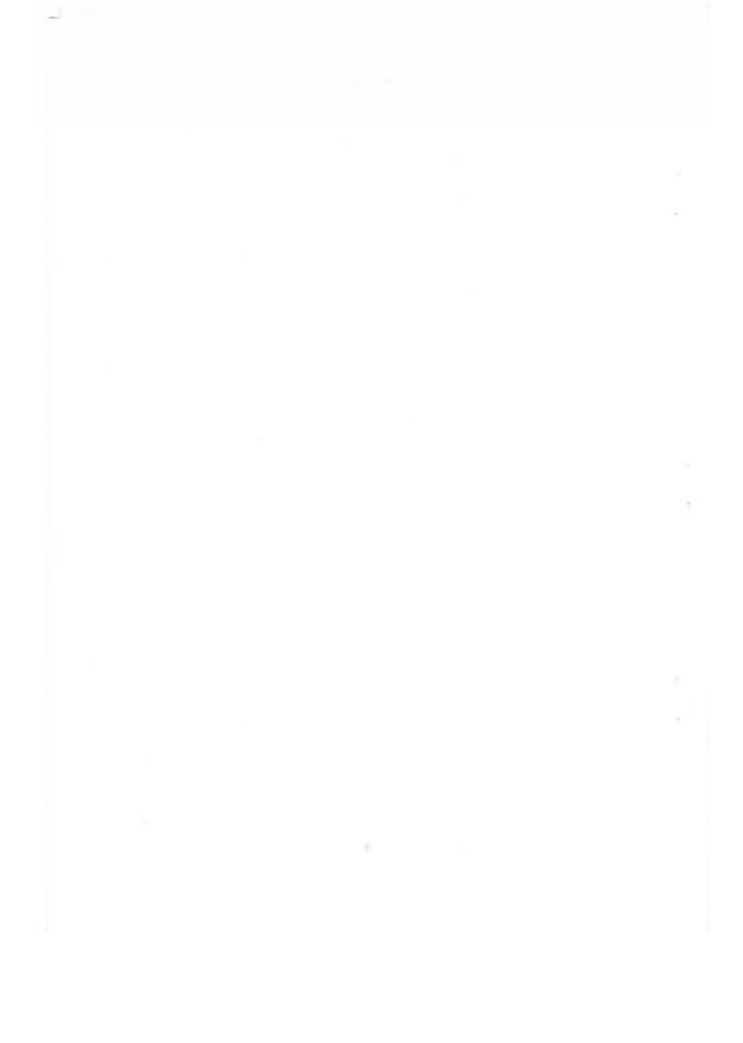
(Tridip Misra)
DISTRICT SUB-REGISTRAR-IV

DISTRICT

( Tridip Misra )

EndorsementPage 2 of 2

24/03/2015 17:02:00



State Bank Of India

Q-0255 b 15

Home Branch:

00004

192014150021380212

Payment Mode:

Counter Payment

GRN: GRN Date:

21/03/2015

Bank Ref No : Transaction Date: 3/21/2015 1:29:47 PM

030114970

Depositor ID:

Depositor Name: A Reza

1604L000005859/1/2015

Payment Details:

SR No	Major Head	Sub Major Head	Minor Head	Budget Head	Scheme Code	HOA Description	Amount
1	0030	02	103	003	02	Property Registration- Stamp duty	98010
2	0030	03	104	001	16	Property Registration- Registration Fees	21588

**Total Amount Paid:** 

119598

Signature of Bank Official :

Date:



## Govt. of West Bengal Directorate of Registration & Stamp Revenue e-Challan Form

G.RN:

19-201415-002138021-2

Payment Mode

Counter Payment

GRN Date: 20/03/2015 20:26:05

Bank:

State Bank of India

## DEPOSITOR'S DETAILS

ld No.: 1604L000005859/1/2015

Name:

ALAMGIR REZA

[Query No./Query Year]

Contact No.:

E-mail:

Mobile No.:

+91 9874196499

Address:

28/1, JUDGES COURT ROAD, KOLKATA - 700027

Applicant Name:

A Reza

Office Name:

D.S.R. - IV SOUTH 24-PARGANAS, South 24-Parganas

Office Address:

Status of Depositor:

Advocate

Purpose of payment / Remarks :

Requisition Form Filled in Registration Office

## PAYMENT DETAILS

SI. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[ ₹]
1	1604L000005859/1/2015	Property Registration- Stamp duty	0030-02-103-003-02	
2		Property Registration-Registration		9801
	172013	Fees	0030-03-104-001-18	2158

Total

Rupees One Lakh Nineteen Thousand Five Hundred Ninety Eight only

119598



Note: Produce this challan to any branch of

State Bank of India. Please ensure, to make

your payment within 27/03/2015

(banking hours). This challan form shall be invalid

27/03/2015

PHOBOS AGRO MARKETING PRIVATE LIMITED, having PAN AAHCP0118J, having CIN No.U63090WB2012PTC187188, a Company incorporated under the Companies Act, 1956, having its registered office at 205/2 Netaji Subash Road, Kolkata - 700 034, being represented by its authorised signatory Tarasankar Mukherjee, son of Joydeb Mukherjee, having PAN CEKPM9711C, 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 successor or successors-in-interest and assigns) of the OTHER PART:

#### WHEREAS:

- A) Khagendra Nath Naskar was seized and possessed of and/or otherwise well and sufficiently entitled to All That the piece and parcel of land containing an area of 58 (fifty eight) decimal, be the same a little more or less, lying situate at Mouza Daulatpur, J.L. No. 79, R.S./L.R. Dag No. 29, R.S. Khatian No.570, Police Station Bishnupur, within Kulerdari Gram Panchayet, District South 24 Parganas (hereinafter referred to as the said entire land).
- B) The said Khagendra Nath Naskar who during his life time was a Hindu governed by the Dayabhaga School of Hindu Law died intestate, leaving behind him surviving his widow (i) Garabini Naskar, 6 (six) sons, namely, (ii) Balai Naskar, (iii) Subal Naskar, (iv) Shyamal Naskar, (v) Kamal Naskar, (vi) Swapan Naskar, (vii) Robin Naskar and 2 (two) daughters, namely, (x) Bamani Naskar and (xi) Binarani Mondal nee Naskar. His one son Kanai Naskar having pre-deceased him leaving behind his widow (viii) Lakshmibala Naskar and 1 (one) son (ix) Tapan Naskar, as his only legal heir and heiress and his one daughter Kamini Naskar having pre-deceased him leaving behind her only son (xii) Ashoke Kumar Naskar, as her only legal heir (hereinafter collectively referred to as the Legal Heirs Of Late Khagendra Nath Naskar), who upon his death became jointly entitled to All That the said entire land.
- C) By an Indenture of Conveyance dated the 26th day of November, 1997, made between the said Subal Naskar, Kamal Naskar and Bamni Rani Naskar therein collectively referred to as the Vendors of the one part and Ashutosh Mukhopadhyay therein referred to as the Purchaser of the other part and the Vendor herein and registered in the Office of the Additional District Sub-Registrar, Bishnupur, in Book No. I, Being No.3699 for the year 1997, the Vendors therein for the consideration therein mentioned, jointly granted transferred conveyed assigned and assured unto and in favour of the Purchaser therein All That the piece and parcel of their share being land containing an area of 15.81 (fifteen point eight one) decimal, be the same a little more or less, out of the said entire land more fully and particularly described in the Schedule thereunder written (hereinafter referred to as the said First part of said land).
- D) By an Indenture of Conveyance dated the 24th day of June, 1999, made between the said Swapan Naskar therein referred to as the Vendor



District/Suprilegistrar-1v Registrar U/S (2) of Registration Act 1908 Alipore, South 24 Parganas

of the one part and the said Ashutosh Mukhopadhyay therein referred to as the Purchaser of the other part and the Vendor herein and registered in the Office of the Additional District Sub-Registrar, Bishnupur, in Book No. I, Volume No. 24, at Pages 163 to 172, Being No.2169 for the year 1999, the Vendor therein for the consideration therein mentioned, granted transferred conveyed assigned and assured unto and in favour of the Purchaser therein All That the piece and parcel of his share being land containing an area of 5.27 (five point two seven) decimal, be the same a little more or less, out of the said entire land more fully and particularly described in the Schedule thereunder written (hereinafter referred to as the said Second part of said land).

- E) By an Indenture of Conveyance dated the 20th day of September, 2006, made between the said Balai Naskar therein referred to as the Vendor of the one part and the said Ashutosh Mukhopadhyay therein referred to as the Purchaser of the other part and the Vendor herein and registered in the Office of the Additional District Sub-Registrar, Bishnupur, in Book No. I, CD Volume No. 12, at Pages 3760 to 3776, Being No.04144 for the year 2012, the Vendor therein for the consideration therein mentioned, granted transferred conveyed assigned and assured unto and in favour of the Purchaser therein All That the piece and parcel of his share being land containing an area of 5.27 (five point two seven) decimal, be the same a little more or less, out of the said entire land more fully and particularly described in the Schedule thereunder written (hereinafter referred to as the said Third part of said land).
- F) By an Indenture of Conveyance dated the 1st day of March, 2013, made between the said Binarani Mondal nee Naskar therein referred to as the Vendor of the one part and the said Ashutosh Mukhopadhyay therein referred to as the Purchaser of the other part and the Vendor herein and registered in the Office of the District Sub-Registrar IV, South 24- Parganas, in Book No. I, CD Volume No. 8, at Pages 1403 to 1418, Being No.1655 for the year 2013, the Vendor therein for the consideration therein mentioned, granted transferred conveyed assigned and assured unto and in favour of the Purchaser therein All That the piece and parcel of land containing an area of 5 (five) decimal, be the same a little more or less, out of her share in the said entire land more fully and particularly described in the Schedule thereunder written (hereinafter referred to as the said Fourth part of said land).
- G) By virtue of the aforesaid purchases the Vendor herein became the absolute owner of All That the piece and parcel of land containing an area of 31.35 (thirty one point three five) decimal, be the same a little more or less, comprising of the First part of said land, Second part of said land, Third part of said land and Fourth part of said land (hereinafter collectively referred to as the **said land**).

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- H) The Vendor herein has duly recorded his name in respect of said land in the records of Block Land and Land Reforms Office at Bishnupur-I under L.R. Khatian No. 2903.
- I) The Vendor is now desirous to sell **ALL THAT** the piece and parcel of land containing an area of 10 (ten) decimal, be the same a little more or less, situate lying at Mouza Daulatpur, J.L. No. 79, R.S./L.R. Dag No.29, Police Station Bishnupur, within Kulerdari Gram Panchayet, in the District of South 24-Parganas, more fully and particularly described in the **Schedule** hereunder written (hereinafter referred to as the **Said First Plot of land**) out of the said land.
- J) The Purchaser along with its sister concerns and/or group companies shall purchase all that the piece and parcel of land adjacent and contiguous to the **Said First plot of land** situate lying at *Mouza* Daulatpur, J.L. No. 79, and Mouza Sarmasterchak, J.L.No. 17, both under Police Station Bishnupur, District South 24 Parganas in different dag and *Khatian* numbers in the District of South 24-Parganas (hereinafter referred to as the **Said Second Plot of land**).
- K) The Purchaser has expressed their intensions to the Vendor to purchase the Said First Plot of land from the Vendor and amalgamate the said First and Second plots of land (referred to as the said total land) and construct a residential project upon the said total land after obtaining a sanction plan from the 24-Parganas Zila Parishad.
- L) Being satisfied with the proposal of the Purchaser, the Vendor has agreed to sell and the Purchaser has agreed to purchase all that the said First plot of land free from all encumbrances, charges, liens, lispendence, acquisitions, requisitions trusts of whatsoever nature at and for the consideration of Rs.25,000/- (Rupees Twenty Five Thousand only) paid by the Purchaser to the Vendor and transferring and conveying 29% (twenty nine percent) of the super built up constructed area of the residential project (including 29% open and covered car parking spaces) attributable to the said First Plot of land (hereinafter referred to as the Vendor's Allocation) within 8 (eight) years from the date of sanction of the building plan for the said total land to be sanctioned by the 24-Parganas Zila Parishad subject to force majeure and on the terms and conditions contained in an Agreement for construction executed alongwith.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement and in consideration of the sum of Rs.25,000/- (Rupees Twenty Five Thousand only) of the lawful money of the Union of India well and truly paid by the Purchaser to the Vendor at or before the execution of these presents (the receipt whereof the Vendor do and each of them doth hereby as also by the receipt hereunder written admits and acknowledges) and in further consideration of and subject to the Purchaser constructing and erecting the residential project comprising of multi-storied buildings together with open and covered car parking spaces on the said total land (hereinafter referred to as the said project)



District Suij-Registrar-IV. Registration Act 1908 Alipore, South 24 Parganas

within 8 (eight) years from the date of sanction of the building plan to be sanctioned by the 24-Pargana Zila Parishad subject to force majeure and allocating and transferring to the Vendor as owners thereof proportionate 29% (twenty nine percent) of the super built up constructed area of the residential project (including 29% open and covered car parking spaces) attributable to the said First Plot of land (hereinafter referred to as the Vendor's Allocation), the Vendor do and each of them doth hereby grant transfer convey assign and assure unto and in favour of the Purchaser ALL THAT the piece and parcel of land containing an area of 10 (ten) decimal, be the same a little more or less, situate lying at Mouza Daulatpur, J.L. No. 79, R.S./L.R. Dag No.29, L.R. Khatian No.2903, Police Station Bishnupur, within Kulerdari Gram Panchayet, District South 24 Parganas, more fully and particularly described in the Schedule hereunder written (hereinafter referred to as the said first plot of land OR HOWSOEVER OTHERWISE the said First plot of land or any part thereof now is or heretofore was situated, butted, bounded, called, known, numbered, described and distinguished together with all areas sewers drains ditches ancient and other lights, paths, passages and all manner of rights, privileges easements, advantages and appurtenances whatsoever to the said First plot of land or any part thereof belonging to or anywise appertaining or usually held, occupied or enjoyed or reputed known as part parcel or member thereof or appurtenant thereto and all the estate, right, title, interest, property, claim and demand whatsoever both at law or in equity of the Vendor into and upon the same or any part thereof together with all deeds, pattahs, muniments of title whatsoever relating to the said First Plot of land or any part thereof which now are or at any time hereafter shall or may be in the possession, power or control of the Vendor or any other person or persons from whom it may procure the same without any action or suit TO HAVE AND TO HOLD the said First plot of land hereby sold granted, conveyed, transferred assigned and assured or otherwise expressed or intended so to be and every part thereof unto and to the use of the Purchaser absolutely and forever;

# AND THE VENDOR DO HEREBY COVENANTS WITH THE PURCHASER as follows:-

- a. THAT NOTHWITHSTANDING any act, deed matter or thing whatsoever by the Vendor done or executed or knowingly suffered to the contrary the Vendor is now absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said First plot of land hereby sold, granted, conveyed, transferred, assigned conveyed and intended so to be and every part or portion thereof for a perfect and indefeasible estate or inheritance without any manner or conditions use trust encumbrances or to make void the same;
- b. THAT NOTWITHSTANDING any act, deed or thing or committed by the Vendor or any of their respective predecessors-in-title and the Vendor has good right full power and absolute authority to sell, grant, convey, transfer, assign and assure convey the said First



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plot of land and the rights properties appurtenances thereto and said First plot of land hereby sold transferred and conveyed unto the Purchaser in the manner aforesaid;

- c. AND THAT the said First plot of land hereby sold, granted and conveyed or expressed so to be is now free from all encumbrances including but NOT limited to charges, liens, lis-pendens, liabilities, claims, demands, objections, mortgages, attachments, acquisitions, requisitions, alignments, vesting with the authorities, lease, license, tenancy, development agreement, easement, right of passage, right of pre-emption, exchange, trusts, adverse possession, debutter or any type of encumbrance whatsoever or howsoever made or suffered by the Vendor or any persons having or lawfully or equitably claiming any estate or interest therein through under or in trust for the Vendor in the said First plot of land hereby sold conveyed in the manner aforesaid.
- d. AND THAT the Purchaser shall and may at all times hereafter peacefully and quietly hold possess and enjoy the same and every part thereof and receive the profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the Vendor or any person or persons lawfully claiming through from under or in law or trust for the Vendor or any of their respective heirs, executors, administrators legal representatives or assigns.
- e. AND FURTHER THAT the Vendor and all persons having lawfully or equitably claiming any estate, right, title, interest, use, trust, property, claim and demand whatsoever and howsoever into, upon and in respect of the said First plot of land or any part or portion thereof through under or in trust for the Vendor shall and will from time to time and at all times hereafter at the request cost and expenses of the Purchaser make, do, execute and perfect or cause to be made, done executed and perfected all such further and absolutely assuring, conveying and confirming the said First plot of land unto and to the use and benefit of the said Purchaser forever in the manner as aforesaid, as the said Purchaser shall or may reasonably require.
- f. AND THAT the Vendor or his respective predecessors-in-title had not at any time done or executed or knowingly suffered or been part to any act deed of things whereby and whereunder the said First plot of land hereby sold, granted, transferred and conveyed or expressed or so to be or any part or portion thereof is or may be impeached or encumbered or affected in title or otherwise.

## AND THE PURCHASER DO HEREBY COVENANTS WITH THE VENDOR as follows:-

a. THAT All the cost charges and expenses for completion of the Project shall be borne and paid by the Purchaser.



District Sub-Registrar-1V Registrar U/S 7(2) of Registration Act 1908 Alipore, South 24 Parganas

- b. THAT the Purchaser shall at its own cost and expenses and without creating any financial or other liability on the Vendor construct, erect and complete the project in pursuant to the final plans to be sanctioned by the 24 Parganas Zila Parishad.
- c. THAT the Purchaser shall complete the project according to the sanctioned plan within 8 (eight) years from the date of receiving the final sanction plan with a grace period of twelve months, subject to force majeure.
- d. THAT the Purchaser shall at the request and cost of the Vendor execute and register conveyance in respect of the Vendor's Allocation or part thereof in favour of the Vendor or their nominee or nominees without any claim of consideration for which the costs and expenses of the stamp duty and registration charges shall be borne by the Vendor.

## THE SCHEDULE ABOVE REFERRED TO:

ALL THAT piece and parcel of land measuring 10 (ten) decimal, be the same a little more or less, situate lying at Mouza Daulatpur, J.L. No. 79, R.S./L.R. Dag No.29, under L.R. Khatian No. 2903, Police Station Bishnupur, within Kulerdari Gram Panchayet, in the District of South 24-Parganas and butted and bounded as follows:

On the North : By Part of R.S. Dag No. 29

On the East : By R.S. Dag No. 30
On the South : By Part of R.S. Dag No. 29
On the West : By Part of R.S. Dag No. 29



District Sub-Rehistrar-IV Registrar U/S 7(2) of Registration Act 1908 Alipore, 5- th 24 Parganas

**IN WITNESS WHEREOF** the Parties have hereunto set and subscribed their respective hands and seals the day month and year first above written.

**SIGNED AND DELIVERED** by the **VENDOR** at Kolkata in the presence of:-

1. Sidlharthe Mukheyir 119 Bhupon Roy Road, Kolhata - 700034 Azhntosh Mikhapadhyay

2. Dipankan Landon vill+ 10-gokannee. 1.5-Magraliut

the **PURCHASER** at Kolkata in the presence of:-

PHOBOS AGRO MARKETING PVT, LTD.

Tarasankar Mukherjae

1. Sidhartha Mhkheyir

othorised Signatury

2. Diponkan Sandom

Drafted by:

Alangir Xeza Advocate / F-1194/03

Alipae Indges court



District Sub-Registrar-IV Registrar U/S 7(2) of Registration Act 1908 Alipore, South 24 Parganas

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RECEIVED of and from the withinnamed Purchaser the within-mentioned sum of Rs.25,000/- (Rupees Twenty Five Thousand only) being the consideration money as per Memo below:-

## MEMO OF CONSIDERATION

Date	Cheque No.	Bank/Branch	Amount (Rs.)
20.03.2015	986826	United Barkofida. Behala Par.	25,000.00
		Total:	25,000.00

(RUPEES TWENTY FIVE THOUSAND ONLY).

Ashutoch Unkhoradhyay
Signature of the Vendor

## WITNESSES:

1. Sildharthe Mukhoyii

2. Dipankandandan



District Sub-Registrar-1v Registrar U/S 7(2) of Registration Act 1908 Alipore, South 24 Parganas

2 0 MAK 2015

## SPECIMEN FORM FOR TEN FINGER PRINTS

РНОТО		Little	Ring (Left	Middle Hand)	Fore	Thumb	
			(Delta	- Italia,			
		Thumb	Fore (Right	Middle Hand)	Ring	Little	
	pec					0	
	When	Little	Ring	Middle	Fore	Thumb	
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ave conker yes	Sentor Makherse	9				0	
	(an	Thumb	Fore	Middle	Ring	Little	
	7		(Right	Hand)			
	adlyky	0	0				
	13	Little	Ring	Middle	Fore	Thumb	
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	hud	100		480	1		
	3	Thumb	Fore (Right	Middle Hand)	Ring	Little	
			,				
		Little	Ring	Middle	Fore	Thumb	
РНОТО		(Left Hand)					
		Thumb	Fore	Middle Hand)	Ring	Little	



District Sug-Registrar-IV Registrar U/S 7(2) of Registration Act 1908 Alipore, South 24 Parganas

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

Registered in Book - I CD Volume number 9 Page from 1423 to 1438 being No 02556 for the year 2015.



(Tridip Misra) 24-March-2015 DISTRICT SUB-REGISTRAR-IV Office of the D.S.R. - IV SOUTH 24-PARGANAS West Bengal