

02648

I-02558/2015



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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

It is certified that the document is admitted for registration. The signature sheets and the endorsement sheets attached with this document are part of this document. U 427797



[Signature]
District Sub-Registrar-IV
Registrar U/S (2) of
Registration Act 1908
Allpore, South 24 Parganas
20 MAR 2015

THIS INDENTURE made this 20th day of March, Two Thousand Fifteen **BETWEEN** **ASHUTOSH MUKHOPADHYAY**, having **PAN ADTPM5416A**, son of Late Prafulla Kumar 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**

V.C. No. 580/15
dt. 20.3.15

21562)

Sold to.....
Address.....
value [00].....
17 FEB 2015
E. M. High Court H. S. Sarkar H. S. Sarkar, A S

VICTOR MOSES & CO.
Solicitors & Advocates
6, Old Post Office Street
Kolkata-700 001

Tarasankar Mukherjee



V.C. No. 1140

20 MAR 2015

THYONE HERBAL PRODUCTS PVT. LTD.
Tarasankar Mukherjee
authorised Signatory



V.C. No. 1139

20 MAR 2015

District Super Registrar-IV
Registrar U/S (2) of
Registration Act 1908
Alipore, South 24 Parganas
20 MAR 2015

Ashutosh Mukhopadhyay

Siddhanth Mukherjee
s/o Ashutosh Mukhopadhyay
119 Bhupen Roy Road, KOL-34
P.S.:- Behala
Business

THYONE HERBAL PRODUCTS PRIVATE LIMITED, having PAN **AAECT7353C**, having CIN No. **U51909WB2013PTC191572**, 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**:

W H E R E A S:

- 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



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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**).



[Signature]
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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, lispence, 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**)

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 NOTWITHSTANDING** 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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20 MAR 2015


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 or 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.




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- 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



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Allpore, South 24 Parganas
20 MAR 2015

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. Siddhantha Mukherjee
119 Bhupen Roy Road,
Kolkata - 700034

Ashutosh Mukhopadhyay

2. Dipankar Sanyal
Village Gokamnee
P.S. - Magrahat

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

1. Siddhantha Mukherjee

2. Dipankar Sanyal

THYONE HERBAL PRODUCTS PVT. LTD.

Tara Sankar Mukherjee
Authorised Signatory

Drafted by:

Alameer Reza F-1194/03
Advocate

Mipore Judge Court
Kolkata - 22

RECEIVED of and from the within-named 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.)
20.3.2015	990226	United Bank of India, Barabanki.	25,000.00
Total:			25,000.00

(RUPEES TWENTY FIVE THOUSAND ONLY).


Ashutosh Mukhopadhyay

Ashutosh Mukhopadhyay
Signature of the Vendor

WITNESSES:





















1. *Siddhantha Mukherjee*
2. *Dipankar Sanyal*



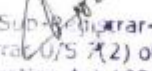

District Sub-Registrar-IV
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SPECIMEN FORM FOR TEN FINGER PRINTS

PHOTO						
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
		Thumb	Fore	Middle	Ring	Little
	(Right Hand)					
	<i>Tarasankar Mukherjee</i>					
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
						
		Thumb	Fore	Middle	Ring	Little
(Right Hand)						
	<i>Ashutosh Mukhopadhyay</i>					
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
						
		Thumb	Fore	Middle	Ring	Little
(Right Hand)						
PHOTO						
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
		Thumb	Fore	Middle	Ring	Little
	(Right Hand)					




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

20 MAR 2015



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

Endorsement For Deed Number : I - 02558 of 2015
(Serial No. 02648 of 2015 and Query No. 1604L000005860 of 2015)

On 20/03/2015

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

Presented for registration at 19.08 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

1. 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
2. Tarasankar Mukherjee
Authorised Signatory, Thyone Herbal Products 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**



(Tridip Misra)
DISTRICT SUB-REGISTRAR-IV

24/03/2015 17:02:00

EndorsementPage 1 of 2



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

Endorsement For Deed Number : I - 02558 of 2015
(Serial No. 02648 of 2015 and Query No. 1604L000005860 of 2015)

Registration Fees Rs. 21,588/- paid online on 20/03/2015 1:01PM with Govt. Ref. No. 192014150021380362 on 20/03/2015 7:57AM, Bank: State Bank of India, Bank Ref. No. 210315090017432 on 20/03/2015 1:01PM, Head of Account: 0030-03-104-001-16, Query No:1604L000005860/2015

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 1:01PM with Govt. Ref. No. 192014150021380362 on 20/03/2015 7:57AM, Bank: State Bank of India, Bank Ref. No. 210315090017432 on 20/03/2015 1:01PM, Head of Account: 0030-02-103-003-02, Query No:1604L000005860/2015

(Tridip Misra)
DISTRICT SUB-REGISTRAR-IV



(Tridip Misra)

DISTRICT SUB-REGISTRAR-IV


24/03/2015 17:02:00

EndorsementPage 2 of 2

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 9
Page from 1557 to 1572
being No 02558 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