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R-02544/2015



18.34  
23/3/15

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

T 994494

AS 988/15

**THIS INDENTURE** made this 20<sup>th</sup> 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**

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

*[Signature]*  
District Sub-Registrar-IV  
Registrar (S 72) of  
Registration Act 1908  
Alipore, South 24 Parganas

20 MAR 2015

N.C. NO. 557/15  
dt. 20.3.15

6928

17/3/2015

Bipankam Ramdan



Name: Bipankam Ramdan  
Date: 17/3/2015  
Signature: [Signature]  
N.C.T. AHMADUL HOQUE GAZI  
Baruipur Civil & Criminal Court  
NO. 1141

H. SAKUR  
Advocate  
Baruipur Civil & Criminal Court

[Signature]

PHOBOS RETAIL PVT. LTD.

Bipankam Ramdan

Authorized Signatory



N.C.T. J  
NO. 1139

20 MAR 2015



Ashutosh Mukhopadhyay

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


Siddhantha Mukherjee  
S/o Ashutosh Mukhopadhyay  
119 Bhupen Roy Road, Kolkata -34  
P.S:- Behala  
Business

**PHOBOS RETAIL PVT. LTD.**, having PAN **AAHCP0121H**, having CIN **No.U52100WB2012PTC188945**, a Company incorporated under the Companies Act, 1956, having its registered office at 160F, Bhupen Roy Road, Police Station Behala, Kolkata-700 034, being represented by its authorised signatory Dipankar Sardar, son of Subrata Sardar, having PAN EMNPS0596E, 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) Akhil Kumar 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 29 (twenty nine) decimal, be the same a little more or less, lying situate at Mouza Sarmasterchak, J.L. No.17, R.S. *Dag* No.115 corresponding to L.R. *Dag* No.114, R.S. *Khatian* No.73, Police Station Bishnupur, within Kulerdari *Gram Panchayet*, District South 24 Parganas (hereinafter referred to as the **said entire land**).
- B) The said Akhil Kumar Naskar who during his life time was a Hindu governed by the Dayabhaga School of Hindu Law died intestate, leaving behind him surviving his 4 (four) sons, namely, (i) Jiban Kumar Naskar, (ii) Nayan Kumar Naskar, (iii) Bhuban Kumar Naskar and (iv) Mohan Kumar Naskar and 3 (three) daughters, namely, (v) Basanti Naskar, (vi) Ashima Mondal nee Naskar and (vii) Anima Naskar, as his only legal heirs, heiresses and legal representatives (hereinafter collectively referred to as **Legal Heirs of Late Akhil Kumar Naskar**), who upon his death became jointly entitled to All That the said entire land.
- C) By a Deed of Conveyance dated the 5<sup>th</sup> day of October, 1994, made between the said Legal Heirs of Late Akhil Kumar Naskar therein collectively referred to as the Vendors of the one part and one Kabita Biswas therein referred to as the Purchaser of the other part and registered in the Office of the Sub-Registrar, Bishnupur, South 24-Parganas, in Book No. I, Volume No.43, at Pages 487 to 496, Being No.4229 for the year 1994, 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 land containing an area of 2 (two) 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 **First part of said land**).
- D) By a Deed of Conveyance dated the 20<sup>th</sup> day of August, 1996, made between the said Legal Heirs of Late Akhil Kumar 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, South 24-Parganas, in Book No. I, Volume No.30, at Pages 205 to 216, Being No.2831 for the year 1996, 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 land containing an area of 27 (twenty seven) decimal, be the same a little more or less, out of the said entire land more fully and particularly described in the Schedule



  
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thereunder written (hereinafter referred to as the **Second part of said land**).

E) By a Deed of Conveyance dated the 4<sup>th</sup> day of May, 2001, made between the said Kabita Biswas therein referred to as the Vendor 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, South 24-Parganas, in Book No. I, Volume No.71, at Pages 373 to 384, Being No.3788 for the year 2006, 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 First part of said land.

F) By virtue of the aforesaid purchases the Vendor herein became the absolute owner of All That the First part of said land and Second part of said land (hereinafter jointly referred to as the **said land**).

G) 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.487.

H) 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 Sarmasterchak, J.L. No.17, R.S. *Dag* No.115 corresponding to L.R. *Dag* No.114, 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.

I) The Purchaser along with its sister concerns and/or group companies shall also purchase 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, within Kulerdari Gram Panchayet, in different dags and Khatian numbers in the District of South 24-Parganas (hereinafter referred to as the **said Second Plot of land**).

J) The Purchaser has also expressed its intension to the Vendor to purchase the **said First Plot of land** from the Vendor and thereafter to 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 plan duly sanctioned from the South 24-Parganas Zila Parishad.

K) 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.20,000/- (Rupees Twenty 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 obtaining the sanction of the building plan for the **said total land** to be sanctioned by the South



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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.20,000/- (Rupees Twenty 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 doth hereby as also by the receipt hereunder written admit and acknowledge) 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 obtaining the sanction of the building plan to be sanctioned by the South 24-Pargana Zila Parishad subject to force majeure and allocating and transferring to the Vendor as owner 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 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 Sarmasterchak, J.L. No.17, R.S. *Dag* No.115 corresponding to L.R. *Dag* No.114, 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**) **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 DOTH HEREBY COVENANT 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



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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 his 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 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 his 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 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.



  
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**AND THE PURCHASER DOETH HEREBY COVENANT 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.
- 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 South 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 his 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** the piece and parcel of undivided Sali land measuring 10 (ten) decimal, be the same a little more or less, situate lying at Mouza Sarmasterchak, J.L. No.17, R.S. Dag No.115 corresponding to L.R. Dag No.114, under L.R. Khatian No.487, Police Station Bishnupur, within Kulerdari Gram Panchayet, in the District of South 24-Parganas and butted and bounded in the manner following:

**On the North** : By R.S. Dag No. 22 (Mouza Daulatpur)  
**On the East** : By Part of R.S. Dag No. 115  
**On the South** : By R.S. Dag No. 117  
**On the West** : By R.S. Dag No. 114



  
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**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. Siddhartha Mukherjee  
119 Bhupen Roy Road, Kol-34

*Siddhartha Mukherjee*

- 2. Manoj Ghose  
35 of G. T. Rd.  
Baichhabati,  
Howrah.

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

- 1. Siddhartha Mukherjee
- 2. Manoj Ghose

PHOBOS RETAIL PVT. LTD.

*Dipankar Sanyal*

Authorised Signatory

**Drafted by:**

*Atanjan Dasgupta F-1194/03*  
Advocate

*Alipore Judge Court  
Kol-27.*



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**RECEIVED** of and from the within-named Purchaser the within-mentioned sum of Rs.20,000/- (Rupees Twenty Thousand only) being the consideration money as per Memo below:-

**MEMO OF CONSIDERATION**

Date	Mode	Amount (Rs.)
20.03.2015	Cash	20,000.00
<b>Total:</b>		<b>20,000.00</b>

(RUPEES TWENTY THOUSAND ONLY).


Ashutosh Mukhopadhyay

Ashutosh Mukhopadhyay  
Signature of the Vendor

**WITNESSES:**























1. Siddhanta Mahapatra
2. Manoj Kumar



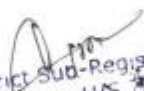
  
District Sub-Registrar-IW  
Registrar U/S 7(2) of  
Registration Act 1908  
Alipore, South 24 Parganas  
**20 MAR 2015**



**SPECIMEN FORM FOR TEN FINGER PRINTS**

PHOTO						
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
		Thumb	Fore	Middle	Ring	Little
		(Right Hand)				
	<i>Dipankar Sanyal</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 Sub-Registrar-IV  
Registrar U/S 7(2) of  
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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 - 02544 of 2015**  
**(Serial No. 02634 of 2015 and Query No. 1604L000005988 of 2015)**

**On 20/03/2015**

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

Presented for registration at 18.34 hrs on :20/03/2015, at the Private residence by Dipankar Sardar ,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. Dipankar Sardar  
Authorised Signatory, Phobos Retail Pvt Ltd, 160f Bhupen Roy Rd, Thana:-Behala, 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.-32,00,000/-

Certified that the required stamp duty of this document is Rs.- 160010 /- 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





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

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**Endorsement For Deed Number : I - 02544 of 2015**  
**(Serial No. 02634 of 2015 and Query No. 1604L000005988 of 2015)**

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Registration Fees Rs. 35,228/- paid online on 20/03/2015 1:38PM with Govt. Ref. No. 192014150021379772 on 20/03/2015 7:52AM, Bank: State Bank of India, Bank Ref. No. 210315090019332 on 20/03/2015 1:38PM, Head of Account: 0030-03-104-001-16, Query No:1604L000005988/2015

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

Stamp duty Rs. 1,60,010/- paid online on 20/03/2015 1:38PM with Govt. Ref. No. 192014150021379772 on 20/03/2015 7:52AM, Bank: State Bank of India, Bank Ref. No. 210315090019332 on 20/03/2015 1:38PM, Head of Account: 0030-02-103-003-02, Query No:1604L000005988/2015

( Tridip Misra )  
DISTRICT SUB-REGISTRAR-IV



( Tridip Misra )

**DISTRICT SUB-REGISTRAR-IV**

EndorsementPage 2 of 2





Certificate of Registration under section 60 and Rule 69.

Registered in Book - I  
CD Volume number 9  
Page from 1439 to 1453  
being No 02544 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