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AC 448209

H.V. R 35,24,319/-

certified that the document is admitted to registration. The signature sheet/s and the endorsment sheet/s attached with this document are the paid of this document

THIS INDENTURE made this it day of Septemen Two Thousand and Nineteen BETWEEN DEBAPREM CHATTERJEE (PAN No. AOJPC9448P) son of Late Siddhartha Chatterjee by faith Hindu, by occupation Business, by Nationality Indian, residing at 91A, Bondel Road, Post Office Ballygunge, Police Station Ballygunge, Kolkata-700 019 hereinafter referred to as the 'VENDOR' (which term expression shall unless excluded by or repugnant to the subject or context be deemed

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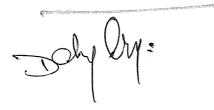
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mean and include his heir, executors, administrators, legal to representative and assigns) of the FIRST PART AND (1) M/S. ROMEX AGENCIES PRIVATE LIMITED (PAN NO. AABCR2428P) a company registered under the Companies Act 1956 having its registered office at Premises No. 9F, Everest House, 46C, Chowringhee Road, Post Office Russle Street, Police Station Shakespear Sarani, in the town of Kolkata-700 071, (2) M/S. NILANCHAL ESTATES PRIVATE LIMITED (PAN NO. AAACN8566D) a company registered under the Companies Act 1956 having its registered office at Premises No. 9F, Everest House, 46C. Chowringhee Road, Post Office Russle Street, Police Station Shakespear Sarani, in the town of Kolkata-700 071, (3) M/S. SMARTLAND ESTATES PRIVATE LIMITED (PAN NO. AADCS7281B) a company registered under the Companies Act 1956 having its registered office at Premises No. 9F, Everest House, 46C, Chowringhee Road, Post Office Russle Street, Police Station Shakespear Sarani, in the town of Kolkata-700 071, all represented by their Director SRI ARVIND KUMAR MEHARIA (PAN NO. AEKPM7842Q) son of Late Hanuman Das Meharia, by faith Hindu, by occupation Business, by Nationality Indian, residing at 29/4, Ballygunge Park, Post Office Ballygunge, Police Station Karaya, in the Town of Kolkata700 019, AND (4) SRI ARVIND KUMAR MEHARIA (PAN NO.



AEKPM7842Q) son of Late Hanuman Das Meharia, by faith Hindu, by occupation Business, by Nationality Indian, residing at 29/4, Ballygunge Park, Post Office Ballygunge, Police Station Karaya, in the Town of Kolkata700 019 hereinafter referred to as the "PURCHASERS" (which expression shall unless excluded by or repugnant to the subject or context shall mean and include its successor and/or successors in office administrators and assigns of the Purchaser's No. 1, 2, 3 and his heirs. executors, legal representatives and assigns of the Purchaser No. 4) of the SECOND PART M/S. PACE DEALCOM PRIVATE LIMITED (PAN NO. AABCP5507H) a company registered under the Companies Act 1956 having its registered office at Premises No. 9F, Everest House, 46C. Chowringhee Road, Post Office Russle Street, Police Station Shakespear Sarani, in the town of Kolkata-700 071, represented by its director Sri Arvind Kumar Meharia (PAN NO. AEKPM7842Q) son of Late Hanuman Das Meharia, by faith Hindu, by occupation Business, residing at 29/4. Ballygunge Park, Post Office Ballygunge, Police Station Karaya, in the Town of Kolkata, hereinafter referred to as the 'CONFIRMING PARTY' (which expression shall unless excluded by or repugnant to the subject or context shall mean and include its successor and/or successors in office administrators and assigns) of the THIRD PART.

WHEREAS by an Indenture bearing date 14th day of December, 1940



made between Khondkar Fuzles Sobhan son of Alhas Khan Bahadur Khandekar, Fazlal Haque, therein described as the Vendor and Smt. Ela Chatterjee wife of Debi Prasanna Chatterjee and Kanailal Chatterjee son of Late Rai Saheb Bidhu Bhusan Chatterjee therein described as the Purchasers registered in Book No. I, Volume No. 8, pages 131 to 136 Deed No. 89 of 1941 registered at the office of Additional District Sub-Registrar Alipore, 24-Parganas, the said Khondkar Fazles Sobhan, the Vendor therein absolutely sold, transferred and conveyed unto and in favour of the said Ela Chatterjee and Kanailal Chatterjee, the Purchasers therein, for the consideration mentioned therein, all that piece and parcel of land measuring 1 Bigha, 15 Cottahs, 5 Chittacks and 1 Square feet a little more less being the portion of C.S. Dag No. 116, 118, Khatian Nos. 160, 267, 150 and 255, Touji Nos. 151 and 152 in Mouza and Parganas Khanpur, P.S. Tollygunge, Sub-Registry Alipore, District 24-Parganas and the said Purchasers had purchased the said land separately out of their respective separate funds;

AND WHEREAS by a Deed of Partition dated 31st day of July,1946, registered in Book No. I, Volume No. 53, pages 9 to 20 being No. 2740 for the year 1946, registered at the office of the District Sub-Registrar at Alipore, 24-Parganas, Smt. Ela Chatterjee and Sri Kanailal Chatterjee

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had amicably separated and demarcated their shares and portions in the said land being the portion of C.S. Dag No. 116 and 118, Khatian Nos. 160, 267, 150 and 255, Touji Nos. 151 and 152 in Mouza and Parganas Khanpur, P.S. Tollygunge, Sub-Registry Alipore, District 24-Parganas and in the said Deed of Partition Ela Chatterjee was allotted demarcated 18 Cottahs, 2 Chittacks and 10 Square feet of land being a portion of C.S. Plot No. 118, Khatian No. 160 and 267, Touji Nos. 151 and 152 in Mouza and Parganas Khanpur, P.S. Tollygunge, Sub-Registry Alipore, District 24-Parganas and Kanailal Chatterjee was allotted demarcated all that piece and parcel of Raiyat Sthitiban land measuring about 17 Cottahs, 2 Chittacks and 36 Square feet comprised within C.S. Plot No. 116, Khatian Nos. 150 and 255, Touji Nos. 151 and 152 in Mouza and Parganas Khanpur, P.S. Tollygunge, Sub-Registration Office Alipore, District 24-Parganas;

AND WHEREAS by a Registered Deed of Sale bearing date 19th day of April, 1947 made between Kanailal Chatterjee, therein mentioned as the Vendor and Debi Prasanna Chatterjee therein mentioned as the Purchaser, registered in Book No. I, Volume No. 27, pages 30 to 36 being No. 1253 for the year 1947 at the office of the Sadar Joint Sub Registrar of Alipore, the Vendor therein, for the consideration mentioned therein absolutely sold transferred and conveyed, unto and in favour of the

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Purchaser therein all that piece and parcel of Land measuring 17 Cottahs 2 Chittacks and 36 Square feet be the same a little more or less comprised in C.S. Plot No. 116, Khatian No. 150 and 255, situate lying at Mouza and Pargana Khanpur, P.S. Tollygunge, Touzi No. 151 and 152, District Registry and Sub Registry Office Alipore in the District of 24-Parganas;

AND WHEREAS the said Debi Prasanna Chatterjee was seized, possessed and entitled to all that piece and parcel of land, hereditaments and premises, comprised within C.S. Plot No. 116, Khatian No. 150 and 255 measuring about 17 Cottahs 2 Chittacks 36 Square feet situate lying at Mouza Khanpur, P.S. Tollygunge, Touji Nos. 151 and 152, Sub Registry and District Registry Office Alipore in the District of South 24-Parganas;

AND WHEREAS the said Debi Prasanna Chatterjee mutated his name in the records of the then Calcutta Municipality and the aforesaid premises was numbered as 189B, Netaji Subhas Chandra Bose Road, Calcutta;

AND WHEREAS the said Debi Prasanna Chatterjee died on the 19th day of August, 1974 leaving him surviving his widow Smt. Ela Chatterjee, his two sons Partha Chatterjee and Siddhartha Chatterjee and his two daughters Smt. Indrani Lahiri and Smt. Padmini Chatterjee as his only legal heirs and heiresses;

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AND WHEREAS the said Debi Prasanna Chatterjee left a Will bearing date 14th day of October, 1970 whereby he bequeathed to his wife Smt. Ela Chatterjee, for her use and benefit, absolutely and forever with power to sell, transfer, make gift, or otherwise dispose off all his properties both moveable and immoveable;

AND WHEREAS the said Ela Chatterjee applied before the District Delegate Judge at Alipore for grant of Probate and by an order dated 16th day of September, 1976, the Learned Vth Senior Judge Alipore granted Probate in Act 39 Case No. 184 of 1976 in favour of Smt. Ela Chatterje and the Probate was issued on 20th day of December, 1976;

AND WHEREAS Smt. Ela Chatterjee wife of Late Debi Prasanna Chatterjee seized and possessed of and/or sufficiently entitled to several properties including the premises No. 189B, Netaji Subhas Chandra Bose Road, Kolkata-700 040 containing an area of 17 Cottahs, 2 Chittacks and 36 Square feet more or less together with tin shed structure standing thereon;

AND WHEREAS thereafter the said Smt. Ela Chatterjee, died on 2nd day of November, 1998 leaving her surviving her two sons Partha Chatterjee and Siddhartha Chatterjee and two married daughters Smt. Indrani Lahiri and Smt. Padmini Chatterjee;



AND WHEREAS the said Ela Chatterjee left a Will dated 31st day of December, 1991 whereby she amongst other properties inter alia bequeathed the premises No. 189B, Netaji Subhas Chandra Bose Road, Kolkata-700 040 to her two sons Partha Chatterjee and Siddhartha Chatterjee in equal shares;

AND WHEREAS Sri Siddhartha Chatterjee executor of the said Will applied for obtaining probate of the said Will of Smt. Ela Chatterjee deceased before the Hon'ble High Court at Calcutta being P.L.A. No. 128 of 2001. The said probate application has been contested and marked as T.S. No. 4 of 2012;

AND WHEREAS the said Partha Chatterjee and Siddhartha Chatterjee entered into an Agreement for Development on 15th day of January, 2001 with M/s. Pace Dealcom Private Limited (the Second Confirming Party herein) for development of the said Premises No. 189B, Netaji Subhas Chandra Bose Road, Kolkata-700 040 containing an area of 17 Cottahs 2 Chittacks and 36 Square feet and the possession of the said Premises No. 189B, Netaji Subhas Chandra Bose Road, Kolkata-700 040 was handed over to the said M/s. Pace Dealcom Private Limited and also granted Registered Power of Attorney being No. 2 dated 3rd January, 2000 for Sale of said properties;

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AND WHEREAS because of the pendency of the said Probate case being P.L.A. No. 128 of 2001 no steps could be taken for development of the said Premises No. 189B, Netaji Subhas Chandra Bose Road, Kolkata-700 040;

AND WHEREAS the said Partha Chatterjee discussed several times with the Legatees and/or other heirs of Smt. Ela Chatterjee, deceased to settle the disputes and division of all the properties but the Legatees and/or the heirs failed to settle the disputes and for the division of the properties;

AND WHEREAS the Vendor's senior uncle Partha Chatterjee by a Registered Deed of Conveyance being No. 5395 of 2018 dated 6th day of February, 2012 has already sold transferred and conveyed his ¼th undivided share with land and building comprising within part of Premises No. 3, Regent Grove Road now known as 189B, Netaji Subhas Chandra Bose Road, Kolkata-700 040 to Pace Dealcom Private Limited;

AND WHEREAS the said Siddhartha Chatterjee, the executor of the said Will died intestate on 7th May, 2016 leaving him surviving his only son Debaprem Chatterjee, (his wife predeceased him) who inherited the share of Siddhartha Chatterjee, deceased absolutely;

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AND WHEREAS neither the son of Siddhartha Chatterjee nor any of the legal heirs of Ela Chatterjee took any steps in P.L.A. No. 128 of 2001 and T.S. No. 4 of 2012 for obtaining the Probate / Letters of Administration from the Hon'ble High Court at Calcutta;

AND WHEREAS by an order dated 20th June, 2019 passed by the Hon'ble High Court at Calcutta the said Testamentary Suit No. 4 of 2012 stands dismissed for non prosecution;

AND WHEREAS in the absence of probate of the said Will of Smt. Ela Chatterjee, deceased, the Vendor herein is entitled to undivided ¼th share of all the properties including the Premises No. 189B, Netaji Subhas Chandra Bose Road, Kolkata-700 040 left by Smt. Ela Chatterjee, deceased;

and whereas the Vendor herein seized possessed of and/or otherwise well and sufficiently entitled to undivided ¼th share of Premises No. 189B, Netaji Subhas Chandra Bose Road, Kolkata-700 040 containing an area of 17 Cottahs, 2 Chittacks 36 Square feet more or less together with the tin shed structure standing thereon fully described in the Schedule 'A' hereto;

AND WHEREAS by a Deed of Conveyance bearing date 25.07.2019 made between Debaprem Chatterjee, the Vendor herein,

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therein described as the Vendor and Romex Agencies Pvt. Ltd. and other, the Purchasers herein and therein mentioned as the Purchasers and Pace Dealcom Pvt. Ltd., the Confirming Party herein and therein mentioned as Confirming Party registered in Book No. 1 Volume No. 1601-2019 Pages 107463 to 107500 being No. 160102233 for the year 2019 at the Office of District Sub-Registrar I, South 24-Parganas, the Vendor herein for the consideration mentioned therein, sold transferred and conveyed unto and in favour of the Purchasers herein jointly All That the 1/12th undivided share of the land and premises measuring 1 Cottah 6 Chittak 40 and ½ Square feet out of the total land together with tin shed structure measuring about 417 Square feet more or less situate lying at premises No. 189B, Netaji Subhas Road, Kolkta-700 040 more fully and particularly described in the Schedule "B" written thereunder;

AND WHEREAS the said Vendor herein, further negotiated with the purchasers to sell undivided 1/12th share of said Premises No. 189B, Netaji Subhas Chandra Bose Road, Kolkata-700 040 at a consideration of Rs. 23,33,000/- (Rupees Twenty three lacs thirty three thousand) only free from all encumbrances whatsoever but subject to said development agreement as aforesaid;

AND WHEREAS the Vendor has agreed to sell and the Purchasers has agreed to purchase the said undivided 1/12th share of Premises No.

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189B, Netaji Subhas Chandra Bose Road, Kolkata-700 040 containing an area of 17 Cottahs 2 Chittack 36 Square feet more or less together with tin shed structure standing thereon fully described in the Schedule 'B' hereto at or for the consideration of Rs. 23,33,000/- (Rupees Twenty three lacs thirty three thousand) only free from all encumbrances whatsoever;

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the said sum of Rs. 23,33,000/-(Rupees Twenty three lacs thirty three thousand) only of lawful money of India paid by the Purchasers to the Vendor on or before the execution of these presents (the receipt whereof the vendor doth hereby as well as by the receipt hereunder written admit and acknowledge and of and from the same and every part thereof forever acquit release and discharge the Purchasers as well as the said property by these presents) the Vendor doth hereby grant transfer and convey (and the Confirming Party doth hereby confirm) unto the Purchasers their successor or successors in office All That undivided 1/12th (one twelve) share of the piece and parcel of the land hereditament and premises measuring 1 Cottahs 6 Chittacks 40½ Square feet more or less together with passage and dilapidated tin shed structure standing thereon having undivided 417 Square feet covered area being a part of premises No. 189B, Netaji Subhas Chandra Bose Road, Kolkata-700 040 more fully and particularly described in the

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Schedule 'B' out of the total area of 17 Cottah 2 Chittacks 36 Square feet more or less morefully and particularly (mentioned in the Schedule 'A' written hereunder) together with passage and dilapidated tin shed structure standing thereon being part of Premises No. 189B, Netaji Subhas Chandra Bose Road, Kolkata-700 040 and as shown in the map or plan annexed hereto OR HOWSOEVER OTHERWISE the said 1/12th (one twelve) undivided share in the messuage tenement land hereditaments and premises now are or is or at any time or times heretofore were or was situate butted bounded called known numbered described or distinguished TOGETHER WITH all houses outhouses and other buildings erections and fixtures and all ways paths passages lights waters water-courses sewers drains ditches and the ground and soil thereof AND all and all manner of rights liberties easements privileges advantages emoluments appendages and appurte-nances whatsoever standing and being in and upon or belonging to or in anywise appertaining to the said messuage tenement land hereditaments and premises and every part thereof or which with the same now are or is or at any time or times heretofore were or was held used occupied or enjoyed or accepted reputed deemed taken or known as part parcel or member thereof appurtenant thereto AND the reversion and reversions remainder and remainders and the rents issue and profits thereof and every part thereof

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AND all the 1/12th undivided share in the estate right title interest property claim and demand whatsoever of the Vendor into and upon the same AND all deeds pottas muniments writings and evidences of title which in any wise relate to the said messuage tenement land hereditaments and premises or any part or parcel thereof which now are or hereafter shall or may be in the custody possession or power of the vendor or which he can procure without any suit TO HAVE AND TO HOLD 1/12th undivided share in the said messuage tenement land hereditaments and all and singular other the premises hereby granted transferred and conveyed or otherwise assured or intended so to be unto and to the use of the Purchaser its successor and successors in office and assigns absolutely and forever AND the Vendor doth hereby for herself, his heirs, executors. administrators and representatives and assigns that notwith-standing any act deed matter or thing whatsoever by him the vendor (or his ancestors) made done committed or knowingly or willingly suffered to the contrary she the Vendor now has good right full power and absolute authority to grant convey and transfer all and singular the said messuage tenement land hereditaments and premises hereby granted transferred and conveyed or expressed and intended so to be unto and to the use of the Purchasers successors or successors in office and assigns in the manner aforesaid and according to the true intent and meaning of these presents

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AND that the Purchaser its successor and successors in office assigns shall and may from time to time and at all times hereafter peaceably and quietly possess and enjoy the said messuage tenement land hereditaments and premises hereby granted and receive and take the rents issues and profits thereof without any hinderance lawful eviction interruption disturbance claim and demand whatsoever from or by the Vendor or by any person or persons now or hereafter lawfully or equitably claiming or to claim by from under or in trust for her or from or under any of her ancestors AND that free and clear and clearly and absolutely discharged or exonerated or otherwise by the Vendor his heirs executors administrators or representatives and well and sufficiently saved defended kept harmless and indemnified of from and against all former and other estates charges liens encumbrances attachments and executions whatso-ever had made done executed occasioned or suffered by the Vendor his heirs, executors, administrators or representatives or any person or persons claiming or to claim by from through under or in trust for him AND moreover that the Vendor his heirs, executors administrators and representatives and all and every other person or persons having or claiming or who shall or may have or claim any estate right title interest claim and demand whatsoever at law or in equity in to or out of the said messuage tenement land hereditaments and premises hereby granted or intended so to be or any part thereof from through under

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or in trust for her shall and will from time to time and at all times hereafter upon every reasonable request and at the expense and cost of the Purchasers its successor or successors in office and assigns make do acknowledge and execute or cause to be done and executed all such acts deeds and things whatsoever for further and more effectually or satisfactorily granting or assuring the said messuage tenement land hereditaments and premises and every part or parcel thereof unto and to the use of the Purchasers its successors, successors in office and assigns in the manner aforesaid as shall or may be reasonably required.

## THE SCHEDULE 'A' ABOVE REFERRED TO :

ALL THAT piece and parcel of land measuring 17 Cottahs 2 Chittacks and 36 Square feet more or less together with Tin Shed structures standing thereon having total covered area 5000 Square feet comprised within cadestral survey plot No. 116 under Khatian Nos. 150 and 255, situate lying at Mouja Khanpur, Pargana Khanpur, Touji Nos. 151and 152 being Premises No. 189B, Netaji Subhas Chandra Bose Road, Kolkata-700 040, Police Station Regent Park now Netaji Nagar and Ward No. 98 of the Kolkata Municipal Corporation District Registration Office and Sub-Registrar Office Alipore in the District of 24-Parganas (South) and being butted and bounded as follows:

ON THE NORTH BY: Kolkata Municipal Corporation Road

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ON THE SOUTH BY: 189A, Netaji Subhas Chandra Bose Road,

ON THE EAST BY: 199, Netaji Subhas Chandra Bose Road,

ON THE WEST BY: 30' Kolkata Municipal Corporation Road

OR HOWSOEVER OTHERWISE the said premises is butted bounded called known described or distinguished.

## THE SCHEDULE 'B' ABOVE REFERRED TO:

ALL THAT the 1/12th (one twelve) undivided share of the land hereditament and premises measuring 1 Cottahs 6 Chittacks 40½ Square feet out of the total land containing an area of 17 Cottah 2 Chittacks 36 Square feet more or less out together with Tin Shed structure standing thereon having 417 Square feet out of total covered area of 5000 Square feet with cemented flooring situate lying at Mouja – Khanpur, J.L.No. 46, Police Station Tollygunge now Netaji Nagar comprised within Premises No. 189B, Netaji Subhas Chandra Bose Road, Kolkata-700 040 under Kolkata Municipal Corporation Ward No. 98, in the District 24-Parganas (South).

OR HOWSOEVER OTHERWISE the said premises is butted bounded called known described or distinguished.

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

SIGNED SEALED AND DELIVERED at Kolkata in the Presence of :

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PACE DEALCOM PRIVATE LIMITED

Directo

Drafted by: Raghunalli Challeyer

Advocate  $\sqrt{335}/1977$ High Court, Calcutta

Received of and from the withinnamed Purchaser the within mentioned sum of Rs. 23,33,000/- (Rupees Twenty three lacs thirty three thousand) only being the Consideration money as per memo below.

Rs. 23,33,000/-

## MEMO OF CONSIDERATION

()	Cheque No.	Dated	Bank	Branch	Amount(Rs.)
B	932122	21.19	PNB	New Morket	77332.00
	520756	PI-F-81	-do-	- do-	1140066.00
	520755	18-7-19	- do -	-do-	569074.00
	RTGS	30-5-19	UB1	Narendrapur.	500000.00
		6.6.19	FedralBak	New Murket,	46528,00
v <sup>a</sup>	RTAS	0.0111		•	j

Total:

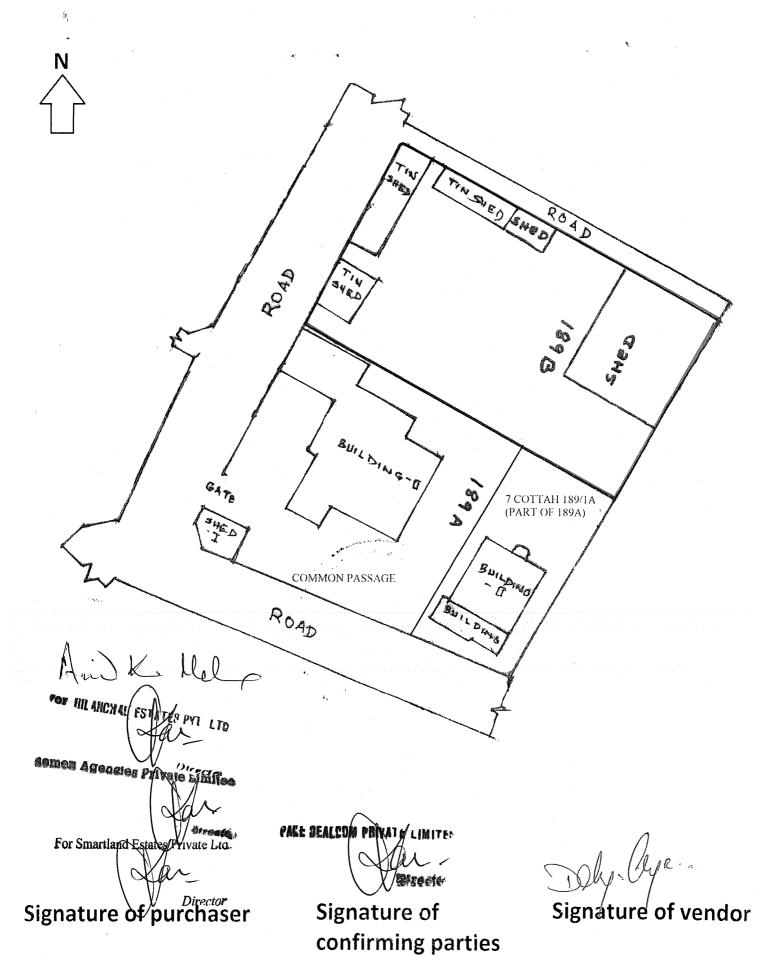
23,33,000/-

(Rupees Twenty three lacs thirty three DesproChake:

thousand only)

Witnessess:

## DEED PLAN OF PREMISES NO. 189A & 189B NSC BOSE ROAD, KOLKATA - 700040 AREA - 1 BIGHA 15 COTTAH 5 CHITTACK 1 SQUARE FEET



Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 1601-2019, Page from 138816 to 138856 being No 160102842 for the year 2019.



Digitally signed by MAITREYEE GHOSH Date: 2019.09.19 12:46:58 +05:30 Reason: Digital Signing of Deed.

Maitreyee Ghor.

(Maitreyee Ghosh) 19-Sep-19 12:43:33 PM DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. - I SOUTH 24-PARGANAS West Bengal.

(This document is digitally signed.)

19/09/2019 Query No:-16010001430663 / 2019 Deed No :I - 160102842 / 2019, Document is digitally signed.