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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

AC 448208

11.9.19
2.15 PM
9-0-1430507/19

M.V. R. 27,04,622/-

Certified that the document is admitted to registration. The signature sheet/s and the endorsement sheets attached with this document are the part of this document

9

District Sub-Registrar,
Dipore South 24 Pargan

13 SEP 2019

THIS INDENTURE made this 11th day of September 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 to mean and include his heir, executors, administrators, legal

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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

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occupation Business, by Nationality Indian, residing at 29/4, Ballygunge Park, Post Office Ballygunge, Police Station Karaya, in the Town of Kolkata 700 019 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, by Nationality Indian, 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 Fazles Sobhan son of Alhas Khan Bahadur Khandekar, Fuzlal 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 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 Kanai Lal Chatterjee



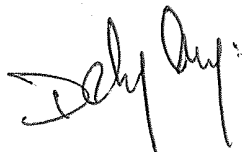
had amicably separated and demarcated their shares and portions in the said land being the portion of C.S. Dag No. 116 and 118, Khatian Nos. 160, 267, 150 and 255, Touji Nos. 151 and 152 in Mouza and Parganas Khanpur, P.S. Tollygunge, Sub-Registry Alipore, District 24-Parganas. In the said Deed of Partition 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 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 after partition Smt. Ela Chatterjee had constructed two buildings one on the Western part of the said land allotted to her and the land with those buildings were recorded in the books of the Kolkata Municipal Corporation as Premises No. 189A, Netaji Subhas Chandra Bose Road, under Ward No. 98 and Smt. Ela Chatterjee also constructed an incomplete structure on the Eastern part of the aforesaid premises ;



AND WHEREAS by a Deed of Lease bearing date 12th day of October, 1988, Smt. Ela Chatterjee, therein mentioned as the Lessor and Sri Chiradeep Lahiri son of Late Chandra Shekhar Lahiri and Smt. Indrani Lahiri wife of Late Chandra Shekhar Lahiri, therein mentioned as the Lessees, registered in Book No. I, Volume No. 282, pages 7 to 16, being No. 11928 for the year 1988 registered at the office of the Additional District Sub-Registrar, Alipore, District 24-Parganas (S), the said Smt. Ela Chatterjee, the Lessor therein, for the consideration mentioned therein leased out all that the demarcated piece and parcel land measuring 7 Cottahs out of 18 Cottahs 2 Chittacks and 10 Square feet on the eastern portion together with the said incomplete structure situate lying at part Premises No. 189A, also described as 189/1A, Netaji Subhas Chandra Bose Road, previously known as 3, Regent Grove Road, Kolkata-700 040 to Sri Chiradip Lahiri and Smt. Indrani Lahiri, the Lessees mentioned therein for a period of 99 years more fully and particularly described in the Schedule "A" written thereunder ;

AND WHEREAS after granting the lease mentioned hereinabove, the said Ela Chatterjee retained the remaining land measuring 11 Cottahs 2 Chittacks and 10 Square feet comprised within the Premises No. 189A, Netaji Subhas Chandra Bose Road, Kolkata-700 040 more fully and particularly described in the Schedule 'A' written hereunder ;




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 daughters Smt. Indrani Lahiri and Smt. Padmini Chatterjee ;

AND WHEREAS the said Ela Chatterjee left a Will dated 31st day of December, 1991 and appointed her younger son Siddhartha Chatterjee as the Executor of the said Will ;

AND WHEREAS the said Siddhartha Chatterjee 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 Partha Chatterjee senior uncle of the Vendor 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 in the absence of probate of the said will of Smt. Ela Chatterjee, deceased, the Vendor herein inherited undivided $\frac{1}{4}$ th share of all the properties including the aforesaid demarcated part of Premises No.



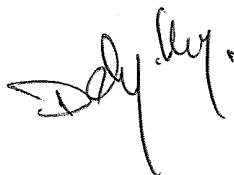
189A, Netaji Subhas Chandra Bose Road, Kolkata containing 11 Cottahs 2 Chittacks and 10 Square feet left by Smt. Ela Chatterjee deceased ;

AND WHEREAS the Vendor's senior uncle Partha Chatterjee by a registered Deed of Conveyance being No. 2929 of 2012 dated 6th day of February, 2012 has already sold transferred and conveyed his $\frac{1}{4}$ th undivided share with land and building comprising within part of Premises No. 3, Regent Grove Road now known as 189A, Netaji Subhas Chandra Bose Road, Kolkata-700 040 to Pace Dealcom Private Limited the Confirming Party herein ;

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 ;

AND WHEREAS neither the son of Siddhartha Chatterjee nor any of the parties 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 thus the Vendor herein seized possessed of and/or otherwise well and sufficiently entitled to undivided $\frac{1}{4}$ th share i.e. 2 (two) Cotthahs 12 (twelve) Chittacks 33 Square feet land more or less together with building standing thereon out of 11 Cottahs 2 Chittacks 10 Square feet land mentioned in the Schedule 'A' written hereunder situate lying at part of Premises No. 189A, Netaji Subhas Chandra Bose Road also (formerly known) as Premises No. 3, Regent Grove Road, Kolkata-700 040 (morefully and particularly described in the Schedule 'B' written hereunder and hereinafter referred to as the "said property") ;

AND WHEREAS by a Deed of Conveyance bearing date 25.07.2019 made between Debaprem Chatterjee, the Vendor herein, therein described as the Vendor and Romex Agencies Pvt. Ltd. and other, the Purchasers herein and therein mentioned as the Purchasers and Pace Delcom Pvt. Ltd., the Confirming Party herein and therein mentioned as Confirming Party registered in Book No. 1 Volume No. 1601-2019 Pages pages 107537 to 107572 being No. 160102235 for the year 2019 at the Office of District Sub-Registrar I, South 24-Pargnas, the Vendor herein for the consideration mentioned therein, sold transfered and conveyed unto and in favour of the Purchasers herein jointly All That the $\frac{1}{12}$ th undivided share of the land and premises measuring 14 Chittacks $38\frac{1}{2}$ Square feet more or less out of 11 Cottahs 2 Chittacks 10 Square feet out of the total

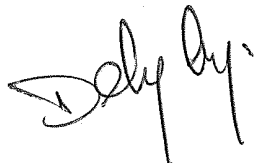
Debaprem Chatterjee

land together with building structure measuring about 666 Square feet out of 8000 Square feet more or less situate lying at premises No. 189A, Netaji Subhas Road, Kolkata-700 040 more fully and particularly described in the Schedule "B" written thereunder ;

AND WHEREAS the Vendor herein, further negotiated with the Purchasers to sell his undivided 1/12th share mentioned in the Schedule "B" of the said part of Premises No. 189A, Netaji Subhas Chandra Bose Road, Kolkata-700 040 at a consideration of Rs. 11,66,000/- (Rupees Eleven lacs sixty six thousand) only free from all encumbrances whatsoever (more fully and particularly described in the Schedule 'B' written hereunder and hereinafter referred to as the "said property") ;

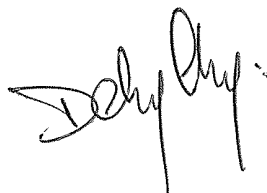
AND WHEREAS M/s. Pace Dealcom Private Limited, the Confirming Party herein, has already purchased ¼th undivided share of the Partha Chatterjee and is in possession of the said property ;

AND WHEREAS the Vendor has agreed to sell and the Purchasers has agreed to purchase the said undivided 1/12th (one twelve) share i.e. 14 Chittacks 38½ Square feet more or less together with the building standing thereon of the Premises No. 189A, Netaji Subhas Chandra Bose Road, also described as 3, Regent Grove Road, Kolkata-700 040 together with right to own use passage fully described in the Schedule "B" written hereunder out of Schedule "A" property at or for the consideration of Rs.



11,66,000/- (Rupees Eleven lacs sixty six thousand) only free from all encumbrances liens, charges, mortgages, trust, whatsoever ;

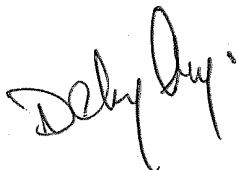
NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the said sum of Rs. 11,66,000/- (Rupees Eleven lacs sixty six thousand) only of lawful money of India paid by the Purchasers to the Vendor on or before the execution of these presents (the receipt whereof the 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 Purchaser as well as the said property by these presents) the Vendor doth hereby grant transfer and convey (and Confirming Party doth hereby confirm) unto the Purchasers their successors or successors in office All That undivided 1/12th (one twelve) share of piece and parcel of the land hereditament and premises containing by estimation an area of 14 Chittacks 38½ Square feet land more or less out of 11 Cottahs 2 Chittacks 10 Square feet land more or less together with passage and dilapidated structure having undivided 666 Square feet area being part of Premises No. 189A, Netaji Subhas Chandra Bose Road, Kolkata-700 040 more fully and particularly mentioned in the Schedule "B" hereunder written out of the property mentioned in the Schedule "A" hereto as shown in the map or plan annexed hereto and bordered with Red colour 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 out houses 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 appurtenances 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 AND all the 1/12th (one twelve) 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 (one twelve) undivided share in the said messuage tenement land hereditaments and all and singular other the premises

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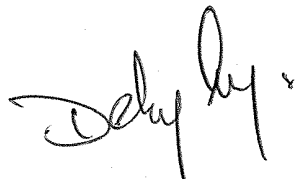
hereby granted transferred and conveyed or otherwise assured or intended so to be unto and to the use of the Purchasers their successor and successors in office and assigns absolutely and forever but subject to lease AND the Vendor doth hereby for himself, his heirs, executors, administrators and representatives and assigns that notwithstanding 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 he 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 Purchaser their successors or successors in office and assigns in the manner aforesaid and according to the true intent and meaning of these presents AND that the Purchasers their successor and successors in office and 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 his or from or under any of his ancestors AND that free and clear and clearly and absolutely discharged or exonerated or otherwise by the Vendor his heirs executors administrators or

A handwritten signature in cursive script, appearing to read "Deby Jay".

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 whatsoever 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 his 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 or in trust for his 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 their 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 their successors or successors in office and assigns in the manner aforesaid as shall or may be reasonably required.

SCHEDULE A ABOVE REFERRED TO :

ALL THAT demarcated piece and parcel of Western portion of the part of



Premises No. 189A, Netaji Subhas Chandra Bose Road, Kolkata-700 040 also described formerly known as 3, Regent Grove Road, Kolkata-700 040, P.S. Netaji Nagar, District-24-Parganas (S), under Ward No. 98, of Calcutta Municipal Corporation being a land measuring 11 (eleven) Cottahs 2 (two) Chittacks 10 Square feet thereto together with two storied building having covered area of 8000 Square feet thereto as shown in the annexed map with "RED" colour, butted and bounded in manner as follows:

ON THE NORTH : By 189/B, Netaji Subhas Chandra Bose Road,
 ON THE SOUTH : By 30' wide Regent Grove Road
 ON THE EAST : By 199, Netaji Subhas Chandra Bose Road,
 ON THE WEST : By part of the premises No. 3, Regent Grove Road and 10 feet wide common passage with right of easement.

SCHEDULE B ABOVE REFERRED TO :

ALL THAT the 1/12th (one twelve) undivided share of the land hereditament and premises containing an area of 14 Chittacks and 38½ Square feet more or less out of total land area of 11 (eleven) Cottahs 2 (two) Chittacks 10 (ten) Square feet land and building, structures measuring 666 Square feet out of 8000 Square feet cemented area standing thereon situated lying at Mouja – Khanpur, J.L.No. 46, Police Station Tollygunge presently Bansdroni comprised within Premises No. 189A, Netaji Subhas Chandra Bose Road, Kolkata-700 040 and also described as formerly known as 3, Regent Grove Road, Kolkata-700 040 under Kolkata Municipal Corporation Ward No. 98, in the District 24-Parganas (South).

Dely Jay

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

IN WITNESS WHEREOF the Vendors 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 :

1) Premis (Gouri Shanker Lanker)
46C Chokoranghee Road
KOL 71

27 Rangit Hati
10, 1st Post office street
KOL - 700017

Anil Kumar

Aadhaar No. - 732737164055

For Smartland Estates Private Ltd

[Signature]
Director

OF NILANCHAL ESTATES PVT LTD

[Signature]
Director

Common Agencies Private Limited

[Signature]
Director

Selva Jay

Aadhaar No. - 723627049649

ALL SEALCOM PRIVATE LIMITED

[Signature]
Director

Drafted by :

Raghunathi Chatterjee

Advocate , WB - 335/1977
High Court, Calcutta

Received of and from the withinnamed
Purchaser the within mentioned sum of
Rs. 11,66,000/- (Rupees Eleven lacs sixty
six thousand only) being the Consideration
money as per memo below.

Rs. 11,66,000/-

MEMO OF CONSIDERATION

Cheque No.	Dated	Bank	Branch	Amount(Rs.)
932122	2-1-19	PNB	New Market,	77336.00
RTGS	6-6-19	Federal Bank	- do -	197804.00
031907	23-7-19	- do -	- do -	700000.00
NEFT	8-5-19	- do -	- do -	100000.00
NEFT	10-4-19	- do -	- do -	50000.00
596108	26-3-19	- PNB -	- do -	40860.00

Total : 11,66,000/-

(Rupees Eleven lacs sixty six
thousand only)

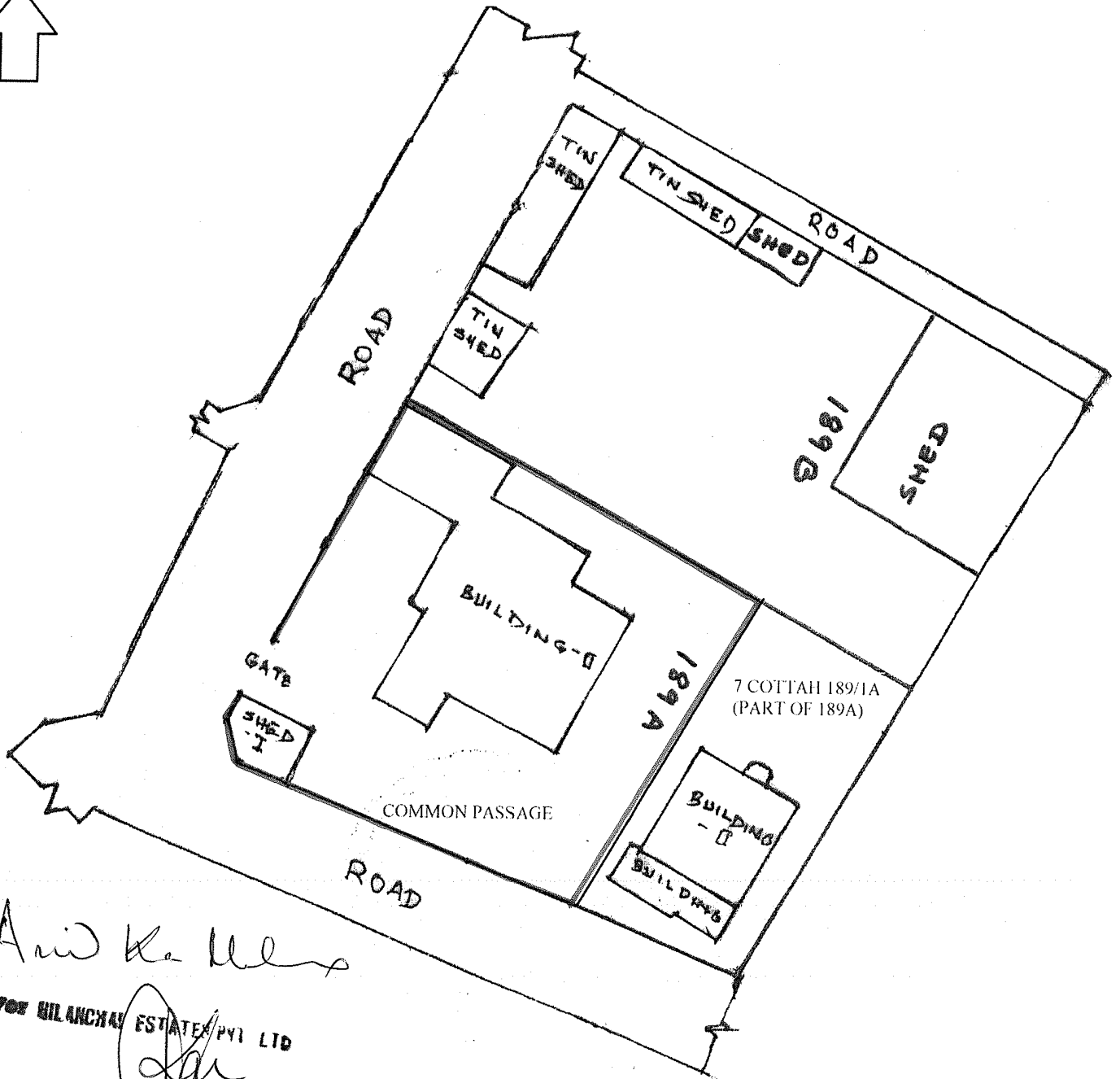
Dohya. Aiy.

Witnessess :

1. fauzi

2. Ramjit-Heli

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



Anil Kumar

FOR MILANCHAL ESTATES PVT LTD

[Signature]

Director

SONEN Agencies Private Limited

[Signature]

Director

For Smartland Estates Private Ltd.

[Signature]

Director

Signature of purchaser

PAGE DEALCON PRIVATE LIMITED

[Signature]

Director

Signature of confirming parties

[Signature]

Signature of vendor

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1601-2019, Page from 138897 to 138936

being No 160102844 for the year 2019.



Digitally signed by MAITREYEE GHOSH

Date: 2019.09.19 13:02:27 +05:30

Reason: Digital Signing of Deed.

Maitreyee Ghosh

(Maitreyee Ghosh) 19-Sep-19 12:56:42 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:-16010001430507 / 2019 Deed No :I - 160102844 / 2019, Document is digitally signed.

Page 10 of 10