

পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL

931365

Q.NO. 021624/2010 M.V. Ro. 93, 40,000/.



Certified that the Document it aim Registration. The Signature Sheat a endorsement sheets attached to this document are the part of this Document.

> Additional Registrar of Assurances-I, Kolkata 20112-10

**DEED OF CONVEYANCE** 

THIS INDENTURE made this 141 Day of December, 2010 BETWEEN WU CHI HUNG (PAN, AASPH0346L), son Wu Chi Yen, by Nationality - Indian, by Faith -Christian, by Occupation - Business, residing at 113/D/1, Matheswartala Road, Police Station - Tiljala, Kolkata - 700 046, hereinafter referred to as the "VENDOR (Which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, heiresses, executors, administrators, legal representatives and assigns) of the ONE PART.

AND

MEGACITY APARTMENTS PRIVATE LIMITED (PAN AADCM9141Q), a Company incorporated under the Companies Act. 1956, limited by its shares, having its registered office at 70, Lake East 6th Road, Santoshpur, Kolkata – 700 075, Police Station - Purba Jadavpur and represented by its Managing Director AVIJIT NASKAR hereinafter referred to as the "PURCHASER" (Which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its executors, administrators, legal representatives, successors, successors-in-office, successor-in-interest and assigns ) of the OTHER PART.

WHEREAS by virtue of a registered Bengali deed of conveyance dated 14.03.1973, one Baruna Chowdhury had purchased all that piece and parcel of land measuring an area about 05 Bighas, 01 Cottah, 09 Chittaks and 00 Sq.ft. (be the same a little more or less) under Mouza – Nayabad, J. L. No. 25, Touzi No. 56, Police Station – Tiljala (present) within the District of South 24 Parganas from Gour Chand Mondal, Netai Chand Mondal and Renu Bala Mondal against a valuable consideration mentioned therein and the said deed was registered in the office of S. R. at Alipore and recorded in Book No. 1, Volume No. 36, Pages – 149 to 156, Being No. 1190 for the year 1973.

AND WHEREAS the said Gour Chand Mondal, Netai Chand Mondal and Renu Bala Mondal had made and executed registered deed of declaration / rectification dated 05.11.1988 in favour of Baruna Chowdhury with the contents mentioned in the said deed and the same was registered in the office of A.D.S. R. – Sealdah and recorded in Book No. 1, Volume No. 33, Pages – 437 to 448, Being No. 1343 for the year 1988 along with one Registered deed of declaration dated 20.02.1989 and registered in the office of A.D.S.R. at Sealdah and recorded in Book No. 1, volume No. 6, Pages – 415 to 426, Being No. 223 for the year 1989.

**AND WHEREAS** thus the said Baruna Chowdhury became the sole and absolute owner of all that piece and parcel of land measuring an area about 05 Bighas 01 Cottah 09 Chittaks and 00 Sq.ft. (be the same a little more or less) under Mouza – Nayabad, J. L. No. 25, R. S. No. 03, Touzi No. 56, comprising in C. S. Dag Nos. 30/57 and 30/58, corresponding to R. S. Dag Nos. 104 and 105, C. S. Khatian No. 06, appertaining to R. S. Khatian Nos. 113, 115, 117, 119, 121, 124, 126, 128, 130, 132, 134, 135, 137, 139, 143 and 146, Police Station – Purba Jadavpur (present), within the limits of Kolkata Municipal Corporation, under Ward No. 109, A. D. S. R. – Sealdah, District – South 24 Parganas.

**AND WHEREAS** the said Baruna Chowdhury being the owner of the aforementioned land by way of a registered deed of conveyance dated 03.10.1997, sold, transferred and conveyed a portion thereof measuring an area about 07 Cottahs 01 Chittak and 27 Sq.ft. comprised in R. S. Dag No. 104 & 105 to Wu Chi Hung, against a valuable consideration therein and registered in the office of D. S. R. – III at Alipore and recorded in Book No. I, Volume No. 112, Pages – 177 to 200, Being No. 4392 for the year 1997.

**AND WHEREAS** the said Wu Chi Hung had constructed one R. T. Shed measuring an area about 200 Sq.ft. on the aforementioned land.

AND WHEREAS the said Wu Chi Hung, the vendor herein became the sole and absolute owner of all that piece and parcel of land measuring an area about 07 (Seven) Cottahs 01 (One) Chittak and 27 (Twenty Seven) Sq.ft. (be the same a little more or less) lying and situate at Mouza – Nayabad, J. L. No. 25, R. S. No. 03, Touzi No. 56, comprising in C. S. Khatian No.06 corresponding to R. S. Khatian Nos.113, 115, 117, 119, 121, 124, 126, 128, 130, 132, 134, 135, 137, 139, 143 & 146, appertaining to C. S. Dag Nos. 30/57 and 30/58 corresponding to R. S. Dag Nos. 104 and 105,

**olice Station - Purba** Jadavpur, together with one R. T. Shed measuring an area **about 200 Sq.ft. standing** thereon, within the limits of Kolkata Municipal Corporation **under Ward** No.109, A. D. S. R. - Sealdah, Kolkata - 700 094, District - South 24 **Parganas**, (hereinafter referred to as the said property) which is more fully and **particularly** described in the schedule herein below and which is more clearly **shown** and delineated in a map or plan bordered with **RED** annexed to this indenture.

AND WHEREAS the vendor herein had also mutated his name before the B.L. and L.R.O. Authority as owner of the said property under the provisions as laid down in West Bengal Land Reforms Act. 1955, as it appears from the Certificate of Mutation dated 15.05.07 vide Memo No. 18/750/mut/B.L.&L.R.O./ ATM/Kasba, Reference No. 219/07.

**AND WHEREAS** the vendor became the sole and absolute owner and / or absolutely seized and possessed of and / or otherwise well and sufficiently entitled to the said property.

**AND WHEREAS** the vendor agree to sell and the purchaser agrees to purchase the said property at or for a total sum of Rs.93,40,000/- (Rupees Ninety Three Lakhs Forty Thousand) only.

## THE VENDOR DOTH HEREBY AGREE DECLARE AND COVENANT WITH THE PURCHASER AS FOLLOWS:

 The vendor declares that the said property is free from all sorts of encumbrances, charges, liens, lispendenses, claims, demands, mortgages, trusts, leases, tenancy, acquisitions, requisitions and agreement to transfer whatsoever in nature.

- 2. The vendor declares and covenant that there is no Award, Suit, Case, Litigation or Appeal is pending before any Arbitrator, Court of Law, Tribunal or Appellate Authority in regard to the said property and / or the same is not under any attachment or revenue recovery.
- 3. The vendor covenant that he has neither approached nor taken any loan from any Bank, Financial Institution, Private Organization, Private Body or Persons or from any other Agency by creating equitable mortgage of the said property or any part or portion thereof.
- 4. The vendor declares that he has neither entered into any agreement for sale with any other body or organization or person save and except the purchaser herein nor the vendor has any intention to enter into any agreement for sale with any other body, organization or person save and except the purchaser herein in regard to the said property till the registration of this indenture.
- The vendor agrees and declares that he will give and deliver vacant, peaceful,
   Khas and unencumbered possession of the said property to the purchaser
   herein on the date of registration of this indenture and possession of the
   said property.
- 6. The vendor shall hand over all the original documents such as Original Title Deed, Original BLRO Mutation Certificate, all original paid up khazna receipts, property tax receipts and all other papers, letters and documents in regard to the said property as required by the purchaser herein, on the date of registration of this indenture as well as taking possession of the said property by the purchaser herein.

- 7. The vendor shall and will at the costs, request and expenditure of the purchaser herein make any acts, deeds, things and matters before any registering authority and / or Government, Semi Government, Local Authority, Statutory Authority, Local Bodies to enjoy the said property by the purchaser herein more perfectly and effectively as may reasonably required by the purchaser herein.
- 8. The purchaser hereby confirm that he has fully satisfied himself about the title of the property and undertake not to raise any issue with regard about the same in future.
- 9. The vendor further declares that the said property is clear, free, marketable and the chain of title is complete and the said property neither acquired by the Government or any other Statutory Authority nor vested by any scheme under KMDA, KIT, KMC or any other Concern or the same is not comes under the provisions as laid down in Land (Ceiling and Regulations) Act., 1976, to the extent as evident from the original documents of the vendor regarding the said property as mentioned hereinabove of this indenture.
- 10. There is no impediment of any nature to sell, grant, convey, transfer, assign and assure the said property by the vendor herein to the purchaser herein.

### NOW THIS INDENTURE WITNESSETH AS FOLLOWS: -

That in pursuance of the said agreement and in consideration of the sum of Rs.93,40,000/- (Rupees Ninety Three Lakhs Forty Thousand) only in full paid by the purchaser on execution of these presents to the vendor (the receipt whereof the vendor doth hereby as also by the memo of consideration written herein under admit and acknowledge and of and from the payment of the same and every part thereof acquit exonerate release and discharge the purchaser the said property with common rights and facilities easement and all other rights thereto and forever) THE VENDOR DOTH HEREBY sell transfer grant convey assign and assure to and unto the purchaser herein ALL THAT the said property which is more fully and particularly described in the Schedule written here under together with all benefits and advantages of ancient and rights lights trees gardens yards compound hedges fences walls ditches passages ways paths drains water courses water lines water supply electrical supply and all manner of former rights privileges easement liberty profits appendages and appurtenances whatsoever appurtenant to the said property or to any part/ portion thereof now or at any time heretofore held used enjoyed and occupied by the vendors AND the reversion or reversions reminder or reminders and rents issues profits in connection of the said property hereby sold transferred and intended so to be in the manner herein and all the estate right title interest properties claim demand whatsoever of the vendor in or upon the said property and every part thereof TO HAVE AND TO HOLD the same hereby sold transferred conveyed assigned and assured and every part thereof to and unto the purchaser herein in the manner aforesaid its heirs executors administrators legal representatives and assigns forever and absolutely free from all sort of

ncumbrances charges liens lispendenses trusts attachment whatsoever AND the vendor at all times and from time to time hereafter at the cost and request of the purchaser do or executed to be done all such acts deeds things and matters whatsoever for further better and more perfectly enjoying and assuring the said property AND the vendor declares the vendor herein is now lawfully and absolutely seized and possessed of and /or otherwise well and sufficiently entitled to the said property and there are no taxes levies and impositions are due and payable before the Kolkata Municipal Corporation neither any notice of acquisition or requisition has been served under the Kolkata Municipal Corporation Act. 1980 in regard to the said property nor the same is attached or in any way affected by the Income Tax Act. neither is hit by the Income Tax Authority or Department or under the provisions of Public Demand Recovery Act. in regard to the said property nor the same is affected in any way under the provisions of Land Reforms Act., 1955 AND the vendor has good right full power absolute authority and indefeasible title to sell grant transfer convey assign and assure the said property hereby sold transferred granted conveyed assigned and assured together with all easement rights at all times for the beneficial use and enjoyment of the said property to the purchaser AND the purchaser shall hereafter peacefully and quietly hold possess and enjoy the said property in the manner aforesaid as sole and absolute owner thereof without any claim demand interference and disturbances whatsoever from the vendor or any person or persons lawfully claiming under him and the purchaser having full absolute and unfettered power and authority to mutate its name in the records of the Kolkata Municipal Corporation and also to sell transfer gift mortgage convey lease out deal with or dispose of the same in any manner or way whatsoever without any way being required to obtain any concurrence from the vendors herein.

#### THE SCHEDULE ABOVE REFERRED TO

**ALL THAT** piece and parcel of land measuring an area about 07 (Seven) Cottahs 01 (One) Chittak and 27 (Twenty Seven) Sq.ft. (be the same a little more or less) lying and situate at Mouza – Nayabad, J. L. No.25, R. S. No.03, Touzi No.56, comprising in C. S. Khatian No.06 corresponding to R. S. Khatian Nos.113, 115, 117, 119, 121, 124, 126, 128, 130, 132, 134, 135, 137, 139, 143 & 146, appertaining to C. S. Dag Nos. 30/57 and 30/58 corresponding to R. S. Dag Nos.104 and 105, Police Station – Purba Jadavpur, together with one Residential Tiles Shed measuring an area about 200 Sq.ft. standing thereon, within the limits of Kolkata Municipal Corporation under Ward No.109, A. D. S. R. - Sealdah, Kolkata – 700 094, District – South 24 Parganas, also together with all sorts of common and easement right and right to egress and ingress to the said property and butted and bounded as follows:

On the North by

Land of Sim Foo Lo and Sim Min Lo.

On the South by

Land of Wu Chi Chiang.

On the East by

10 feet Wide Common Passage / Road.

On the West by

Land under R. S. Dag No. 104 and 105.

respective hands, seal and signature on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED by the VENDOR

at Kolkata in presence of:

1) SEAN MEUE SHENY HU
113/D MATHESWALTOLA ROAD
KOLKATA 46

2) Tanın Halin Somboshpur, Kal-X

(WUCH! HUNG)
(VENDOR)

SIGNED, SEALED AND ACCEPTED by the PURCHASER

at Kolkata in presence of:

1) SEAN MEUE SHENG, WU
113/D MATHEMATICA ROAD

KOLKMIA 46

2) Karum Hawar Sampashpm. Kel-35

Drafted by me:-

(PRASENJIT MUKHERJEE)

Advocate, High Court Kolkata

MEGACITY APARTMENTS PVT. LTD.

(PURCHASER)

Computer print by :-

Manoj Dy

(MANOJ DEY)

70, Lake East 6th Road,

Santoshpur, Kol-75.

#### **MEMO OF CONSIDARETION**

Received of and from the within named Purchaser the sum of Rs.93,40,000/- (Rupees Ninety Three Lakhs Forty Thousand) only as full and final consideration as per memo below:

<u>Date</u>	Pay Order N	Io. Bank & Branch	Amount
13.12.2010	095929	Axis Bank Ltd., Golpark, Kol-19	Rs.93,40,000/-
			Rs.93,40,000/-

(Rupees Ninety Three Lakhs Forty Thousand Only)

WITNESSES: No Geal

Men May Shenly MU

1. SEAR MEUE SHENLY MU

113/D MATHESMALTOLA RUAD

KOLKATA 46

2. Somm Hader Sandochem, Kal-75 (WU CHI' HUNG)
(VENDOR)

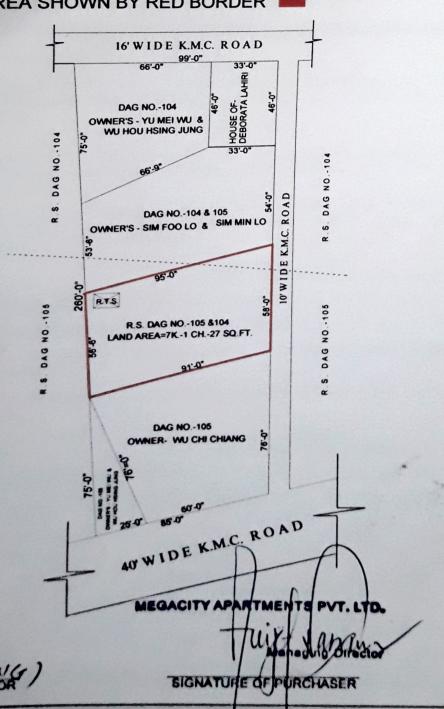
R.S. DAG NO.- 104 & 105, AT MOUZA-J.L. NO.-25, R.S. NO.-03, TOUZI NO.-56, C.S. NO.-6, R.S. KHATIAN NO'S- 113, 115, 117, 119, 126, 128, 130, 132, 134, 135, 137, 139, 143 & 146. AG NO. - 30/57, 30/58. UNDER K.M.C. WARD 109, P.S.- PURBA- JADAVPUR. KOLKATA-700094. (ST.-24 PGS(S)

PURCHASER - MEGACITY APARTMENTS PVT.LTD.

LAND AREA = 07K.-01 CH.-27 SQ.FT.

R.T.S. AREA = 200 SQ.FT.

LAND AREA SHOWN BY RED BORDER



SCALE - 1: 100

Anth Sasha DRAWN BY S SASHMAL



#### Government Of West Bengal Office Of the A.R.A.-I KOLKATA District:-Kolkata

Endorsement For Deed Number: I - 11809 of 2010 (Serial No. 09578 of 2010)

/12/2010

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

Presented for registration at 19.55 hrs on :14/12/2010, at the Private residence by Wu Chi Hung . .Executant.

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

Execution is admitted on 14/12/2010 by

- 1. Wu Chi Hung ., son of Wu Chi Yen , 113/ D/1, Matheswar Tola Road, CALCUTTA, Thana:-Tiljala, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700046, By Caste Christian, By **Profession: Business**
- 2. Avijit Naskar Managing Director, Megacity Apartments Pvt. Ltd., 70, Lake East 1st to 8th Road, CALCUTTA, Thana:-Purba Jadabpur, District:-South 24-Parganas, WEST BENGAL, India, P.O.:- Pin:-700075. , By Profession: Others

Identified By Sean Meue Sheng Wu, son of Wu Chi Hung, 113/ D, Matheswar Tola Road, CALCUTTA, Thana:-Tiljala, District:-South 24-Parganas, WEST BENGAL, India, P.O.: Pin:-700046, By Caste: Christian, By Profession: Business.

> (Anil Kumar Ghoshal) ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

#### On 16/12/2010

## 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.-9340000/-

Certified that the required stamp duty of this document is Rs.- 653820 /- and the Stamp duty paid as: Impresive Rs.- 5000/-

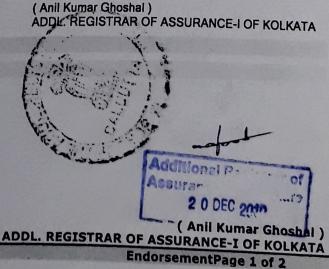
On 18/12/2010

Payment of Fees:

Amount By Cash

Rs. 0/-, on 18/12/2010

Amount by Draft





## Government Of West Bengal Office Of the A.R.A.-I KOLKATA

District:-Kolkata

Endorsement For Deed Number: I - 11809 of 2010 (Serial No. 09578 of 2010)

730971, Draft Date 14/12/2010, Bank Name State Bank of GOLPARK, received on 18/12/2010

onder Article: A(1) = 102829/- ,E = 14/- ,I = 55/- ,M(a) = 25/- ,M(b) = 4/- on 18/12/2010)

### peficit stamp duty

Deficit stamp duty Rs. 648850/- is paid73090413/12/2010State Bank of India, GOLPARK, received on

(Anil Kumar Ghoshal) ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

### On 20/12/2010

# 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: 23,5 of Indian Stamp Act 1899. **Payment of Fees:** 

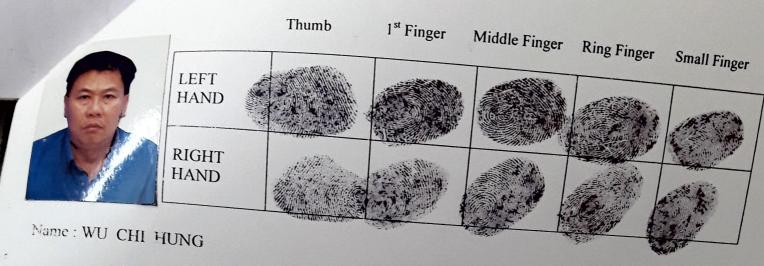
**Amount By Cash** 

Rs. 0/-, on 20/12/2010

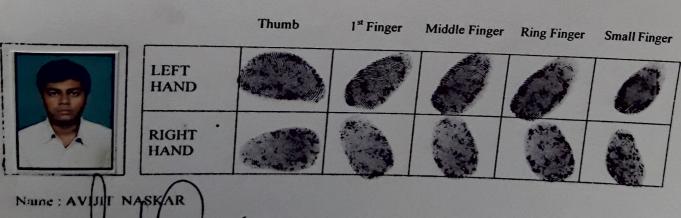
Exempted ( on 20/12/2010 )

( Anil Kumar Ghoshal ) ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA





Signature: Lou M. Hing



Signature :

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

Registered in Book - I CD Volume number 29 Page from 565 to 581 being No 11809 for the year 2010.



(Anil Kumar Ghoshal) 24-December-2010 ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA Office of the A.R.A.-I KOLKATA West Bengal