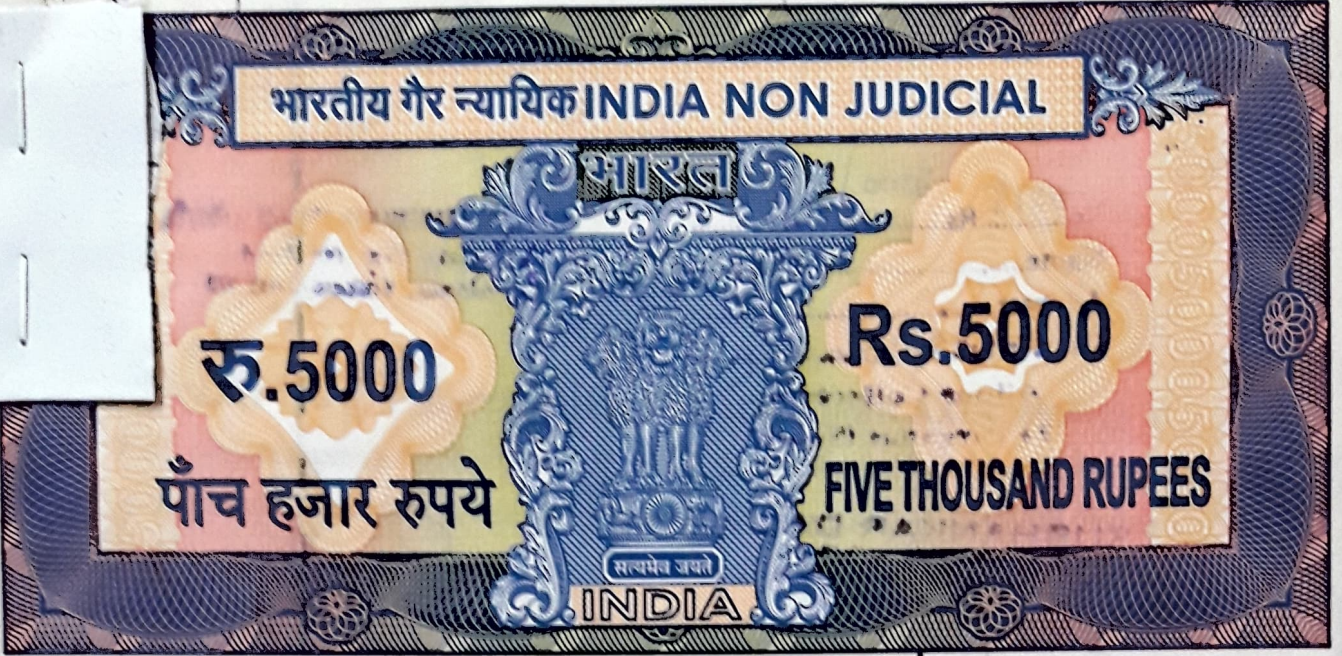


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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

931368

Q. No. 021626/2010
M.V. No. 95,60,000/-



Certified that the Document is admitted to Registration. The Signature Sheet and the endorsement sheets attached to this document are the part of this Document.

[Signature]
Additional Registrar
of Assurances-I, Kolkata
20.12.10

DEED OF CONVEYANCE

THIS INDENTURE made this ^{14th} Day of December, 2010 BETWEEN 1) SIM FOO LO AND 2) SIM MIN LO, both son of Late Hsin Chang Lo, both by Faith - Buddhist, both by Occupation - Business, both presently residing at 30-31, 42nd Street, Long Ice Land City, New York 11103, U.S.A., represented by their constituted attorney GAVIN WU (PAN AYSPS1850L), son of Mr. Wu Chi Chiang, by Nationality - Indian, by Faith - Christian, by occupation - Business, residing at 113/C/1, Matheswartala Road, Police Station - Tiljala, Kolkata - 700 046 hereinafter referred to as the "VENDORS" (Which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, heiresses, executors, administrators, legal representatives and assigns) of the ONE PART.

10552

- : (2) :-

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 27.10.1997, sold, transferred and conveyed a portion thereof to Sim Foo Lo and Sim Min Lo, 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 - 201 to 226, Being No. 4393 for the year 1997.

AND WHEREAS the said Sim Foo Lo and Sim Min Lo had constructed one R. T. Shed measuring an area about 200 Sq.ft. on the aforementioned land.

AND WHEREAS the said Sim Foo Lo and Sim Min Lo, the vendors herein became the joint and lawful owners of all that piece and parcel of land measuring an area about 07 (Seven) Cottahs 04 (Four) Chittaks and 15 (Fifteen) 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 & 30/58 corresponding to R.S. Dag Nos.104 & 105, Police 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, West Bengal, India (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.

WHEREAS the vendors herein had also mutated their name before the B.L. 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. 18/752/mut/B.L.R.O./ ATM/Kasba, Reference No. 215/07 and 18/744/mut/B.L.R.O./ ATM/Kasba, Reference No. 214/07.

AND WHEREAS the vendors became the joint and lawful owners and / or jointly seized and possessed of and / or otherwise well and sufficiently entitled to the said property.

AND WHEREAS the vendors agree to sell and the purchaser agrees to purchase the said property at or for a total sum of Rs.95,60,000/- (Rupees Ninety Five Lakhs Sixty Thousand) only.

AND WHEREAS the vendors presently for the purpose of their business residing at 30-31, 42nd Street, Long Ice Land City, New York 11103, U.S.A. and for that reason it is inconvenient for the vendors to go down at Kolkata for registering this indenture.

AND WHEREAS the vendors executed and given a general power of attorney to, unto and in favour of their nephew Gavin Wu, son of Wu Chi Chiang of 113/C/1, Matheswartala Road, Police Station - Tiljala, Kolkata - 700 046, West Bengal, India, to sign, execute, present and register this indenture before the Registrar of Assurances at Kolkata or D. S. R. at Alipore or before any other Registering Authority and to complete the registration of the same in favour of the purchaser herein. The said general power of attorney has been duly executed by the vendors and authenticated by the Indian Embassy at U.S.A.

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

1. The vendors declare that the said property is free from all sorts of encumbrances, charges, liens, lispenses, claims, demands, mortgages, trusts, leases, tenancy, acquisitions, requisitions and agreement to transfer whatsoever in nature.
2. The vendors declare 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 vendors covenant that they have 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 vendors declare that they have 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.
5. The vendors agree and declare that they 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.

The vendors 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 vendors 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 vendor and undertake not to raise any issue with regard about the same in future.
9. The vendors further declare 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 vendors 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.95,60,000/- (Rupees Ninety Five Lakhs Sixty Thousand) only in full paid by the purchaser on execution of these presents to the vendors (the receipt whereof the vendors 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 VENDORS 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 remainder 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 encumbrances charges liens lispensences trusts attachment whatsoever **AND** the

vendors 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 vendors declares the vendors 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 vendors 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 vendors or any person or persons lawfully claiming under him and the purchaser having full absolute and unfettered power and authority to mutata 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 04 (Four) Chittaks and 15 (Fifteen) 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 & 30/58 corresponding to R. S. Dag Nos. 104 & 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, West Bengal, India, 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 Dabarota Lahari and
Yu Mei Yu and Wu Hou Hsing Jung.
- On the South by : Land of Wu Chi Hung.
- On the East by : 10 feet Common Passage / Road.
- On the West by : Land under R. S. Dag No. 104 & 105.

IN WITNESS WHEREOF the parties have hereunto set and subscribed their respective hands, seal and signature on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED by the VENDORS

at Kolkata in presence of:

- Muhammad Shauq Wu (Secy)*
(SEAN MEVESHENG WU)
- 1) 113/D MATHESWAR TOLA ROAD
KOLKATA-46
 - 2) Tannu Haldar
Santoshpur, Kol-75

Gavin Wu
(GAVIN WU)
As Constituted Attorney of
SIM FOO LO
SIM MIN LO

(VENDORS)

SIGNED, SEALED AND ACCEPTED by the PURCHASER

at Kolkata in presence of:

- Muhammad Shauq Wu (Secy)*
(SEAN MEVESHENG WU)
- 1) 113/D MATHESWAR TOLA ROAD
KOLKATA 46
 - 2) Tannu Haldar
Santoshpur, Kol-75

MEGACITY APARTMENTS PVT. LTD.

Hein Jeyan
Managing Director

(PURCHASER)

Drafted by me :-

Prasenjit Mukherjee
(PRASENJIT MUKHERJEE)
Advocate , High Court Kolkata

Computer print by :-

Manoj Deu
(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.95,60,000/- (Rupees Ninety Five Lakhs Sixty Thousand) only as full and final consideration as per memo below:

<u>Date</u>	<u>Pay Order No.</u>	<u>Bank</u>	<u>Amount</u>
13.12.2010	095932	Axis Bank Ltd., Golpark, Kol-19	Rs.95,60,000/-

Rs.95,60,000/-

(Rupees Ninety Five Lakhs Sixty Thousand Only)

WITNESSES:

1. *Meen Meen Wu (Seal)*
(SEAN MEUE SHENG WU)
113/D MATHESWAR TOLA ROAD
KOLKATA-46

2. *Samir Halder*
Samboshpur, Kat- 25

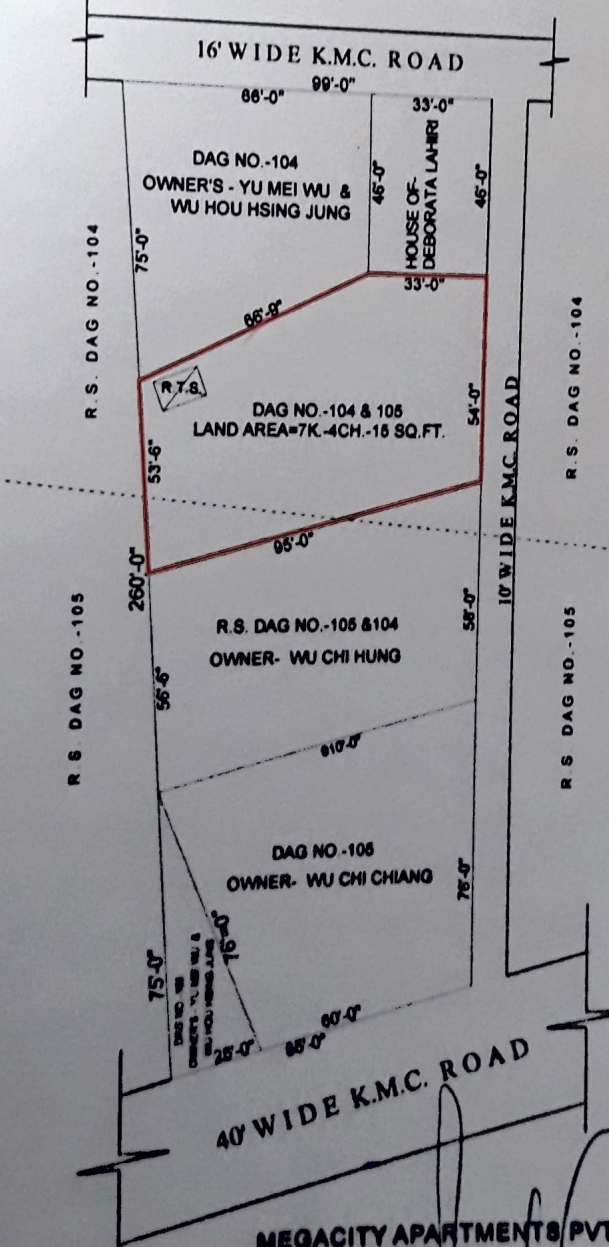
Gavin Wu
(GAVIN WU)

As Constituted Attorney of
SIM FOO LO
SIM MIN LO

(VENDORS)

OF 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.
 DAG 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.-04 CH.-15 SQ.FT.
 R.T.S. AREA = 200 SQ.FT.
 LAND AREA SHOWN BY RED BORDER



Sim Lo
 (GAVIN LU)
 As Constituted Attorney of
 SIM FO LO
 SIM MIN LO
 SIGNATURE OF VENDOR

MEGACITY APARTMENTS PVT. LTD.
[Signature]
 Managing Director
 SIGNATURE OF PURCHASER

Sanku Sashmal.
 DRAWN BY:-
 S. SASHMAL



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

Endorsement For Deed Number : I - 11808 of 2010
(Serial No. 09581 of 2010)

Application (Under Section 52 & Rule 22A(3) 46(1), W.B. Registration Rules, 1962)
presented for registration at 20.10 hrs on :14/12/2010, at the Private residence by Gavin Wu
Executant.
Commission of Execution (Under Section 58, W.B. Registration Rules, 1962)

Execution is admitted on 14/12/2010 by

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 : Business
Identified By Seaw 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.

Executed by Attorney

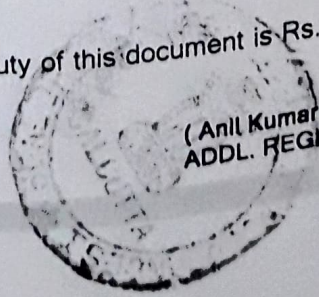
Execution by
1 Gavin Wu , son of Wu Chi Chiang , 113/ C/1, Matheswar Tola Road, CALCUTTA, Thana:-Tiljala,
District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700046 By Caste Christian By
Profession: Business, as the constituted attorney of 1. Sim Foo Lo . 2. Sim Min Lo . is admitted by him.
Identified By Seaw 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

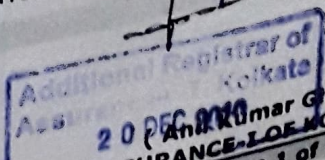
Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been
assessed at Rs.-9560000/-
Certified that the required stamp duty of this document is Rs.- 669220 /- and the Stamp duty paid as:
impressive Rs.- 5000/-

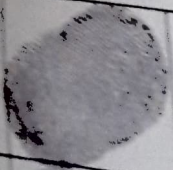











(Anil Kumar Ghoshal)
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

On 18/12/2010




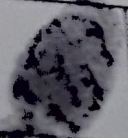



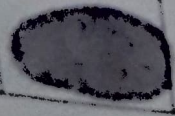




(Anil Kumar Ghoshal)
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA
Endorsement Page 1 of 2

	Thumb	1 st Finger	Middle Finger	Ring Finger	Small Finger
LEFT HAND					
RIGHT HAND					

NO. 12345

Signature



	Thumb	1 st Finger	Middle Finger	Ring Finger	Small Finger
LEFT HAND					
RIGHT HAND					

NAME AVIET NASHAR

Signature

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 29
Page from 548 to 564
being No 11808 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