

पश्चिम बंगाल WEST BENGAL

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Application of Assuming the Land of Assuming the Land

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CONVEYANCE

1. Date:

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3.1

5th April 2013

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Place: Kolkata

Parties:

Chandra Kanti Singh, wife of Late Gopal Pratap Singh, resident of PBM Brickfield, Shanti Pally, Post Office Patulia, Police Station Khardah, District North 24 Parganas, presently residing at H. No. 64, Village/Mohalla Khuthana, Tehsil Khajani, Police Station Khajani, PIN 273212, District Gorakhpur, Uttar Pradesh (Vendor, includes successors-in-interest)

Re

Ravilkant Kedia

c- 2775

Transways Heights for also Ravi Kant Kodia. Authorum Segralin



पन्द्र भानती सिंह

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

Endorsement For Deed Number: I - 06072 of 2013 (Serial No. 04796 of 2013 and Query No. L000010789 of 2013)

#### On 05/04/2013

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

Presented for registration at 21.18 hrs on :05/04/2013, at the Private residence by Ravi Kant Kedia Claimant.

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

Execution is admitted on 05/04/2013 by

- L. Chandra Kanti Singh, wife of Late Gopal Pratap Singh, At. Pt. H. No. 64, Village:Khuthana, Tehsil Khajani, Thana:-KHAJNI, District:-Gorakhpur, UTTAR PRADESH, India, Pin:-273212, By Caste Hindu, By Profession: Others
- 2. Ravi Kant Kedia Authorised Signatory, Transways Heights Pvt Ltd, Flat No:4 B, Surya Homes, 376 A, S N Roy Road, Kol, Thana:-Behala, District:-South 24-Parganas, WEST BENGAL, India, Pin:-700038. , By Profession: Others

Identified By Sudip Dutta Chowdhury, son of Dilip Dutta Chowdhury, Madhyamgram, Bankim Pally (S.), Kol, District:-North 24-Parganas, WEST BENGAL, India, Pin:-700129, By Caste: Hindu, By Profession: Business.

#### On 08/04/2013

#### 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.-5,06,797/-

Certified that the required stamp duty of this document is Rs.- 25360 /- and the Stamp duty paid as: Impresive Rs.- 20/-

#### On 02/05/2013

#### 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 Draft

Rs. 5664/- is paid, by the draft number 756319, Draft Date 18/04/2013, Bank Name State Bank of India, DALHOUSIE SQUARE, received on 02/05/2013

( Under Article : A(1) = 5566/- ,E,

I = 55/-M(a) = 25/-M(b) = 4/- on 02/05/2013

( Dulal chandraSaha )

ADDL. REGISTRAR OF ASSURANCES-II

EndorsementPage 1 of 2

02/05/2013 15:27:00

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

District:-Kolkata

Endorsement For Deed Number : I - 06072 of 2013 (Serial No. 04796 of 2013 and Query No. L000010789 of 2013)

#### Deficit stamp duty

Deficit stamp duty Rs. 25360/- is paid , by the draft number 756318, Draft Date 18/04/2013, Bank : State Bank of India, DALHOUSIE SQUARE, received on 02/05/2013

( Dulal chandra Saha ) ADDL. REGISTRAR OF ASSURANCES-II



(Dulal chandraSaha )

ADDL. REGISTRAR OF ASSURANCES-II

EndorsementPage 2 of 2

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#### And

3.2 Transways Heights Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at Flat No. 4B, Surya Homes, 376A, S. N. Roy Road, Police Station Behala, Kolkata-700038, represented by its authorized signatory, Ravi Kant Kedia, son Jagdish Prasad Kedia, of Flat No. 4B, Surya Homes, 376A, S. N. Roy Road, Police Station Behala, Kolkata-700038 (Purchaser, includes successors-in-interest).

Vendor and Purchaser collectively **Parties** and individually **Party**.

#### NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

#### 4. Subject Matter of Conveyance

4.1 Said Property: Land classified as sali (agricultural) measuring 8.6666 (eight point six six six six) decimal equivalent to 5.2525 (five point two five two five) cottah, being a share of the Vendor in an undivided portion of R.S. Dag No. 774, corresponding L.R. Dag No. 1716, recorded in L.R. Khatian No. 782, out of the total land measuring 26 (twenty six) decimal contained in the said Dag, Mouza Patulia, J.L. No. 4, Police Station Khardah, within the jurisdiction of Patulia Gram Panchayet (PGP), Sub-Registration District Barackpore, District North 24 Parganas, more fully described in the Schedule below (Said Property) and such Dag being delineated on the Plan annexed hereto and bordered in colour Red thereon together with all title, benefits, easement, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendor in the Said Property and appurtenances and inheritances for access and user thereof, free from all encumbrances.

#### 5. Background, Representations, Warranties and Covenants

- 5.1 Representations and Warranties Regarding Title: The Vendor has made the following representations and given the following warranties to the Purchaser regarding title:
- 5.1.1 Ownership of Mother Property: Shyam Narayan Singh was the recorded owner of land classified as sali (agricultural) measuring 26 (twenty six) decimal [equivalent to 15.7575 (fifteen point seven five seven five) cottah], more or less, out of 26 (twenty six) decimal, being entirety of R.S. Dag No. 774, corresponding L.R. Dag No. 1716, recorded in L.R. Khatian No. 782, Mouza Patulia, J.L. No. 4, Police Station Khardah, within the jurisdiction of PGP, Sub-Registration District Barackpore, District North 24 Parganas (Mother Property). The Said Property is a portion of the Mother Property and is also the subject matter of this conveyance.
- 5.1.2 Demise of Shyam Narayan Singh: Shyam Narayan Singh, a Hindu bachelor, died intestate leaving behind him surviving, his sister, Singaro Devi, as his only legal heiress, who jointly and in equal shares inherited the right, title and interest of Late Shyam Narayan Singh in the Mother Property, free from all encumbrances.
- 5.1.3 **Demise of Singaro Devi:** On or about 18th September, 2004, Singaro Devi, a Hindu, died *intestate* leaving behind her surviving, her 3 (three) daughters, namely, (1) Chandra Lekha Singh (2) Chandra Kanti Singh (Vendor hereinabove) and (3) Chandra Kala Singh, as her only legal heiresses who jointly and in equal shares



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- 5 APR 2013

- inherited the right, title and interest of Late Singaro Devi in the Mother Property, free from all encumbrances.
- 5.1.4 **Absolute Ownership of Vendor:** In the circumstances mentioned above, the Vendor has become the undisputed and absolute owner of the Said Property out of the Mother Property, free from all encumbrances.
- 5.2 **Representations, Warranties and Covenants Regarding Encumbrances:** The Vendor represents, warrants and covenants regarding encumbrances as follows:
- 5.2.1 **No Acquisition/Requisition:** The Vendor has not received any notice from any authority for acquisition, requisition or vesting of the Said Property and declares that the Said Property is not affected by any scheme of the *Panchayet* Authority or Government or any Statutory Body.
- 5.2.2 No Excess Land: The Vendor does not hold any excess vacant land under the Urban Land (Ceiling and Regulation) Act, 1976 or any excess land under the West Bengal Land Reforms Act, 1955 or the West Bengal Estates Acquisition Act, 1953.
- 5.2.3 **No Encumbrance by Act of Vendor:** The Vendor has not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing, including grant of right of easement, whereby the Said Property or any part thereof can or may be impeached, encumbered or affected in title.
- 5.2.4 **Right, Power and Authority to Sell:** The Vendor has good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the Said Property to the Purchaser.
- 5.2.5 **No Dues:** No tax in respect of the Said Property is due to the local authority and/or any other authority or authorities and no Certificate Case is pending for realization of any dues from the Vendor.
- 5.2.6 **No Right of Pre-emption:** No person or persons whosoever have/had/has any right of pre-emption over and in respect of the Said Property or any part thereof.
- 5.2.7 **No Mortgage:** No mortgage or charge has been created by the Vendor by depositing the title deeds or otherwise over and in respect of the Said Property or any part thereof.
- 5.2.8 **Free From All Encumbrances:** The Said Property is now free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, *lis pendens*, uses, *debuttar*, trusts, prohibitions, Income Tax attachments, financial institution charges, statutory prohibitions, acquisitions, requisitions, vestings, *bargadars* and liabilities whatsoever or howsoever made or suffered by the Vendor or any person or persons having or lawfully, rightfully or equitably claiming any estate or interest therein through, under or in trust for the Vendor or the Vendor's predecessors-in-title and the title of the Vendor to the Said Property is free, clear and marketable.
- 5.2.9 **No Personal Guarantee:** The Said Property is not affected by or subject to any personal guarantee for securing any financial accommodation.
- 5.2.10 **No Bar by Court Order or Statutory Authority:** There is no order of Court or any other statutory authority prohibiting the Vendor from selling, transferring and/or alienating the Said Property or any part thereof.

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5.2.11 **Release of Further Claims:** By executing this Deed of Conveyance in favour of the Purchaser the Vendor has released and relinquished all her right, title and interest over R.S. *Dag* No. 774 and the Vendor shall not make any further claims to the Purchaser in respect of R.S. *Dag* No. 774.

#### 6. Basic Understanding

- 6.1 **Agreement to Sell and Purchase:** The basic understanding between the Parties is that the Vendor will sell the Said Property to the Purchaser free from all encumbrances of any and every nature whatsoever and with good, bankable and marketable title and **together with** *khas*, vacant, peaceful and physical possession and the Purchaser will purchase the same on the representations, warranties and covenants mentioned in Clauses 5.1 and 5.2 and their sub-clauses mentioned above (collectively **Representations**).
- 6.2 Surrender/Transfer of Rights: Maa Amba Infrastructure Private Limited having its office at B-401, 4th Floor, City Centre, Salt Lake, Kolkata-700064 (First Company) had contractual transferable interest and/or right in the Said Property. Suman Construction Company Private Limited, 4, Ratan Sarkar Garden Street, Kolkata - 700007 (Second Company) had contracted with the Purchaser to cause the sale of the Said Property to the Purchaser directly from the Vendor and to cause the First Company to surrender all its rights, interests and claims, of any and every nature whatsoever, for a consolidated consideration, which included the price to be paid to the Vendor and the compensation to be paid to the First Company as well as the profit of the Second Company. Pursuant to the above, the Second Company is causing sale of the Said Property by the Vendor directly to the Purchaser by this Conveyance. It is also recorded that by virtue of commercial negotiation and amicable settlement with the First Company, the First Company surrendered all its rights, interests and claims, of any and every nature whatsoever, in favour of the Purchaser for mutually agreed consideration and the Second Company also confirmed that it has released/transferred all its rights in the Said Property to the Purchaser, for mutually agreed consideration.

#### 7. Transfer

- 7.1 **Hereby Made:** The Vendor hereby sells, conveys and transfers to the Purchaser the entirety of the Vendor's right, title and interest of whatsoever or howsoever nature in the Said Property more fully described in the **Schedule** below, being, land classified as sali (agricultural) measuring 8.6666 (eight point six six six six) decimal equivalent to 5.2525 (five point two five two five) cottah, being a share of the Vendor in an undivided portion of R.S. Dag No. 774, corresponding L.R. Dag No. 1716, recorded in L.R. Khatian No. 782, out of the total land measuring 26 (twenty six) decimal contained in the said Dag, Mouza Patulia, J.L. No. 4, Police Station Khardah, within the jurisdiction of PGP, Sub-Registration District Barackpore, District North 24 Parganas, such Dag being delineated on the **Plan** annexed hereto and bordered in colour **Red** thereon **together with** all title, benefits, easements, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendor in the Said Property and appurtenances and inheritances for access and user thereof, free from all encumbrances.
- 7.2 **Total Consideration:** The aforesaid transfer is being made in consideration of a sum of Rs.1,48,719/- (Rupees one lac forty eight thousand seven hundred and nineteen) paid by the Purchaser to the Vendor, receipt of which the Vendor hereby as

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well as by the Receipt and Memo of Consideration hereunder written, admits and acknowledges.

- 8. Terms of Transfer
- 8.1 **Salient Terms:** The transfer being effected by this Conveyance is:
- 8.1.1 **Sale:** a sale within the meaning of the Transfer of Property Act, 1882.
- 8.1.2 **Absolute:** absolute, irreversible and perpetual.
- 8.1.3 Free from Encumbrances: free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, lis pendens, uses, *debuttar*, trusts, prohibitions, Income Tax attachments, financial institution charges, statutory prohibitions, acquisitions, requisitions, vestings, *bargadars* and liabilities whatsoever or howsoever made or suffered by the Vendor or any person or persons having or lawfully, rightfully or equitably claiming any estate or interest therein through, under or in trust for the Vendor or the Vendor's predecessors-in-title.
- 8.1.4 Together with All Other Appurtenances: together with all other rights the Vendor has in the Said Property and all other appurtenances including but not limited to customary and other rights of easements for beneficial use of the Said Property.
- 8.2 **Subject to:** The transfer being effected by this Conveyance is subject to:
- 8.2.1 **Indemnification:** express indemnification by the Vendor about the correctness of the Vendor's title, Vendor's authority to sell, non-existence of any encumbrances on the Said Property and strict, punctual and proper performance of all obligations of the Vendor under this Conveyance and this Conveyance is being accepted by the Purchaser on such express indemnification by the Vendor, which if found defective or untrue or not complied with at any time, the Vendor shall, at all times hereafter, at the costs, expenses, risk and responsibility of the Vendor, forthwith take all necessary steps to remove and/or rectify. To this effect, the Vendor hereby covenants that the Vendor or any person claiming under the Vendor in law, trust and equity, shall, at all times hereafter, indemnify and keep indemnified the Purchaser and/or the Purchaser's successors-in-interest and/or assigns, of, from and against any loss, damage, costs, charges and expenses, which may be suffered by the Purchaser and/or the Purchaser's successors-in-interest and/or assigns by reason of the aforesaid.
- 8.2.2 **Transfer of Property Act:** All obligations and duties of vendor and vendee as provided in the Transfer of Property Act, 1882, save as contracted to the contrary hereunder.
- 8.3 **Delivery of Possession:** *Khas*, vacant, peaceful and physical possession of the Said Property have been handed over by the Vendor to the Purchaser.
- 8.4 Outgoings: All statutory revenue, cess, taxes, surcharge, outgoings and levies of or on the Said Property, relating to the period till the date of this Conveyance, whether as yet demanded or not, shall be borne, paid and discharged by the Vendor, with regard to which the Vendor hereby indemnifies and agrees to keep the Purchaser fully and comprehensively saved, harmless and indemnified.







- 8.5 Holding Possession: The Vendor hereby covenants that the Purchaser and the Purchaser's successors-in-interest and/or assigns shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said Property and every part thereof exclusively and receive rents, issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Purchaser, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Vendor or any person or persons lawfully or equitably claiming any right or estate therein from under or in trust from the Vendor and it is further expressly and specifically covenanted, confirmed and declared by the Vendor that notwithstanding anything contained in any law for the time being in force or enacted later or any custom or practice or other form of equitable right or remedy available to the Vendor, the Vendor shall not at any time in future claim any right of pre-emption, right of passage (whether of men, materials, water and other utilities), right of way, means of access, easement of use or any other right of any nature whatsoever or howsoever over and above the Said Property, even if the balance portion of the Dag (from which the Said Property has been carved out) is land-locked and does not have any public or private means of access and the Vendor hereby expressly waives, surrenders and gives up each and everyone of the aforesaid rights.
- 8.6 **Indemnity:** The Vendor hereby covenants that the Vendor or any person claiming under the Vendor in law, trust and equity shall, at all times hereafter, indemnify and keep indemnified the Purchaser and/or the Purchaser's successors-in-interest and assigns, of, from and against any loss, damage, costs, charges and expenses which may be suffered by the Purchaser and/or the Purchaser's successors-in-interest and assigns by reason of any encumbrance on the Said Property.
- 8.7 No Objection to Mutation and Conversion: The Vendor covenants, confirms and declares that (1) the Purchaser shall be fully entitled to mutate the Purchaser's name in all public and statutory records and the Vendor hereby expressly (a) consents to the same and (b) appoints the Purchaser as the constituted attorney of the Vendor and empowers and authorizes the Purchaser to sign all papers and documents and take all steps whatsoever or howsoever in this regard and (2) the Vendor is fully aware that the Purchaser shall convert the nature of use and classification of the Said Property from agricultural to non-agricultural/housing for construction of a housing complex and the Purchaser shall be fully entitled to do the same in all public and statutory records and the Vendor hereby expressly (a) consents to the same, notwithstanding the nature of use and classification of the balance portion of the Dag (from which the Said Property has been carved out) being and remaining agricultural and (b) appoints the Purchaser as the constituted attorney of the Vendor and empowers and authorizes the Purchaser to sign all papers and documents and take all steps whatsoever or howsoever in this regard. Notwithstanding such grant of powers and authorities, the Vendor undertakes to cooperate with the Purchaser in all respect to cause mutation of the Said Property in the name of the Purchaser and conversion of the nature of use and classification thereof from agricultural to nonagricultural/housing and in this regard shall sign all documents and papers as required by the Purchaser.
- 8.8 **Further Acts:** The Vendor hereby covenants that the Vendor or any person claiming under them, shall and will from time to time and at all times hereafter, upon every request and at the cost of the Purchaser and/or its successors-in-interest and assigns, do and execute or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Said Property.

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ADDITIONAL REGISTRAR
OF ASSURANCE OF VOLKATA
- 5 APR 2013



#### Schedule (Said Property)

Land classified as *sali* (agricultural) measuring 8.6666 (eight point six six six six) decimal equivalent to 5.2525 (five point two five two five) *cottah*, being a share of the Vendor in an undivided portion of R.S. *Dag* No. 774, corresponding L.R. *Dag* No. 1716, recorded in L.R. *Khatian* No. 782, out of the total land measuring 26 (twenty six) decimal contained in the said *Dag*, *Mouza* Patulia, J.L. No. 4, Police Station Khardah, within the jurisdiction of Patulia *Gram Panchayet*, Sub-Registration District Barackpore, District North 24 Parganas, such *Dag* being delineated on the **Plan** annexed hereto and bordered in colour **Red** thereon and butted and bounded as follows:

On the North

: By R.S. Dag Nos. 757, 758 and 771/1253

On the East

: By R.S. Dag Nos. 773 and 777

On the South

: By R.S. Dag Nos. 776 and 777

On the West

: By R.S. Dag No. 775

**Together with** all title, benefits, easements, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendor in the Said Property and appurtenances and inheritances for access and user thereof.

Mouza	R.S. Dag No.	L.R. Dag No.	L.R. Khatian Nos.	Total Area of Dag (in decimal)	Total Area sold (in decimal)	Name of the Recorded Owner
Patulia	774	1716	782	26	8.6666	Shyam Narayan Singh
				Total	8.6666	







### 9. Execution and Delivery

9.1 In Witness Whereof the Parties have executed and delivered this Conveyance on the date mentioned above.

यद्भ कानी सिंह

[Chandra Kanti Singh] [Vendor]

**Transways Heights Private Limited** 

Ravi kant kedia,

[Authorized Signatory] [Purchaser]

Witnesses:

Signature:\_\_\_\_

Name: Sudip Dutta Chowdhury

Father's Name: Dilip Dutta Chowdhury

Address: Madhyamgram, South Bankim

Pally, Kolkata-700129

Signature: Grom Month.

Name: Gora Mondal

Father's Name: Abdul Kareim Mondal

Address: Doperia, P.S. Khardah

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ADDITIONAL REGISTRAR
OF ASSURIANCES IN KOLKATA
- 5 APR 2013



#### Receipt and Memo of Consideration

Received from the within named Purchaser the within mentioned sum of Rs.1,48,719/-(Rupees one lac forty eight thousand seven hundred and nineteen) towards full and final payment of the Total Consideration for sale of the Said Property described in the **Schedule** above, in the following manner:

Mode	Date	Bank	Amount (Rs.)
By Demand Draft vide No. 100528 (Part)	04.04.2013	AXIS Bank Limited	1,48,719/-
		Total	1,48,719/-

यन्द्र कान्ती सिंह

[Chandra Kanti Singh] [Vendor]

Witnesses:

Signature\_

Name: Sudip Dutta Chowdhury

Signature Gon Month.

Name: Gorea Woodul

ADDITIONAL RECISTRAR
OF ASSUME MORAL MORAL MALKATA
- 5 APR 2013

# SPECIMEN FORM TEN FINGER PRINTS

SI. No.	Signature of the executants and/or purchaser Presentants					
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	Ravi kant					
	Kedia.	Thumb	Fore	Middle (Right	Ring Hand)	Little
15		Little	Ring	Middle (Left	Fore Hand)	Thumb
dog	्भान्ती सिंह	Thumb	Fore	Middle (Right	Ring Hand)	Little
		Little	Ring	Middle (Left	Fore Hand)	Thumb
	_	Thumb	Fore	Middle (Right	Ring Hand)	Little

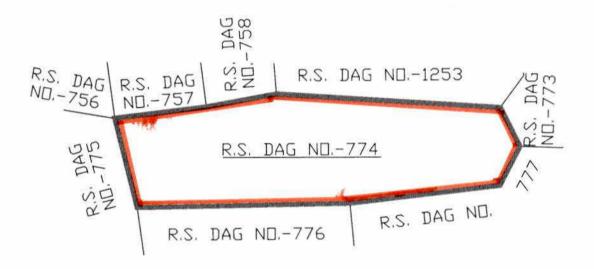
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ADDITIONAL REGISTRAR
OF ASSURANCES IL KOLKATA
- 5 APR 2013

SITE PLAN OF R.S. DAG NO. 774 CORRESPONDING L.R. DAG NO. 1716, L.R. KHATIAN NO.782, MOUZA-PATULIA, J.L. NO.4, P.S. KHARDAHA, UNDER PATULIA GRAM PANCHAYET, DIST. NORTH 24 PARGANAS



Total Area in Dag No.774 is 26 Decimal



Transways Heights Private Limited

Ravi Kant Kedia

Authorised Signatory

Chandrakanti Sinsh

चन्द्र कान्ती सिंह

SIGNATURE OF THE VENDOR/S.:

SIGNATURE OF THE PURCHASER:

LEGEND: 8.6666 DECIMAL UNDIVIDED SHARE OF SHALI LAND OUT OF 26 DECIMAL IN R.S. DAG NO. 774 L.R. DAG NO.1716.

SHOWN THUS:



ADDITIONAL PECISTRAR
OF ASSURA IDECLI KOLKATA
- 5 APR 2013



Dated this 5 day of April , 2013

#### Between

### Chandra Kanti Singh ... Vendor

#### And

Transways Heights Private Limited ... Purchaser

#### CONVEYANCE

Portion of
R.S. Dag No. 774
L.R. Dag No. 1716
Mouza Patulia
Police Station Khardah
District North 24 Parganas

## Saha & Ray

Advocates 3A/1, 3<sup>rd</sup> floor Hastings Chambers 7C, Kiran Sankar Roy Road Kolkata-700001

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

Registered in Book - I CD Volume number 20 Page from 2411 to 2425 being No 06072 for the year 2013.



(Dulal chandras Ma) 07-May-2013 ADDL. REGISTRAR OF ASSURANCES-II Office of the A.R.A. - II KOLKATA West Bengal