

0707/2013

R6/143

7229/2013



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

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 National Registrar of Assurances II
 Kolkata
26/7/27



Certified that the Document is admitted to Registration in the Registration Sheet and the endorsement made on this document are the part of this Document.

Additional Registrar of Assurances-II, Kolkata

Srinivas
[Signature]
 Sublin
 শালি ৬৭ বেঙ্গল
 শ্রী ফার্ম ওল্ডি

CONVEYANCE

- Date: 18th May, 2013
- Place: Kolkata
- Parties

23/4/13

26
9
22

18/5/13

Sublin
[Signature]

শালি ৬৭ বেঙ্গল
 শ্রী ফার্ম ওল্ডি

Srinivas
[Signature]

32726

SAHA & RAY
Advocates

3A/1, 3rd Floor, Hastings Chambers
7C, Kiran Shankar Roy Road
Kolkata - 700001

Sami S



e - \$037



Galloway Vyapaar Pvt. Ltd.

Sami S

Director/Authorized Signatory



e - \$038

15 MAY 2013

15 MAY 2013

SR. Abdul Wakeed



e - \$039

SR. Farid Uddin



e - \$040

Montaj Uddin



e - \$041

SR. Sohorob Uddin



e - \$042

SHRUTI K. DAS

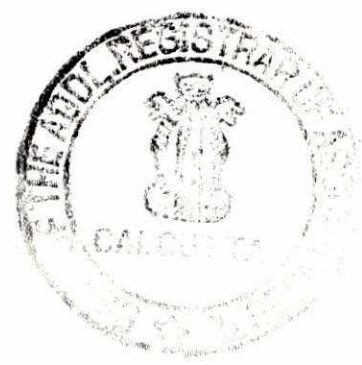
Mohiuddin Molla

Charuddin

Pranjal Patra, Motia Saran

Bismillah

24 haregans (N)





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

Endorsement For Deed Number : I - 07229 of 2013
(Serial No. 07071 of 2013 and Query No. 1902L000015235 of 2013)

On 18/05/2013

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

Presented for registration at 18.22 hrs on :18/05/2013, at the Private residence by Sushil Kumar Agarwala ,Claimant.

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

Execution is admitted on 18/05/2013 by

1. Sk Abdul Wahed Alias Sheikh Abdul Wahed, son of Sk Altab Hossain , Raigachi Munsipara, Thana:-Rajarhat, P.O. :-Rajarhat, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700135, By Caste Muslim, By Profession : Others
2. Sheikh Jamal Uddin Ahammad Alias Jamaluddin Seikh, son of Late Aftab Hosen , Raigachi Munsipara, Thana:-Rajarhat, P.O. :-Rajarhat, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700135, By Caste Muslim, By Profession : Others
3. Montaj Uddin Ahammad Alias Montajuddin, son of Late Aftab Hossain , Raigachi Munsipara, Thana:-Rajarhat, P.O. :-Rajarhat, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700135, By Caste Muslim, By Profession : Others
4. Soharabuddin Ahammad Alias Soharabuddin Seikh, son of Late Aptab , Raigachi Munsipara, Thana:-Rajarhat, P.O. :-Rajarhat, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700135, By Caste Muslim, By Profession : Others
5. Sajida Begum Alias Sajida Begam, wife of Jalal Uddin Mondal , Mondal Ganthi, Thana:-Airport, P.O. :-Rajarhat, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700135, By Caste Muslim, By Profession : Others
6. Sushil Kumar Agarwala
Authorised Signatory, Galloway Vyapaar Pvt Ltd, 53/4, P N Middy Road, Kol, Thana:-Belgharia, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700056.
2nd Floor, 109, Park Street, Kol, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, Pin :-700016.
, By Profession : Others
Identified By Mohiuddin Molla, son of C Molla, Langalpota Matiagacha, Barasat, Kol, Thana:-Barasat, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700135, By Caste: Muslim, By Profession: Business.



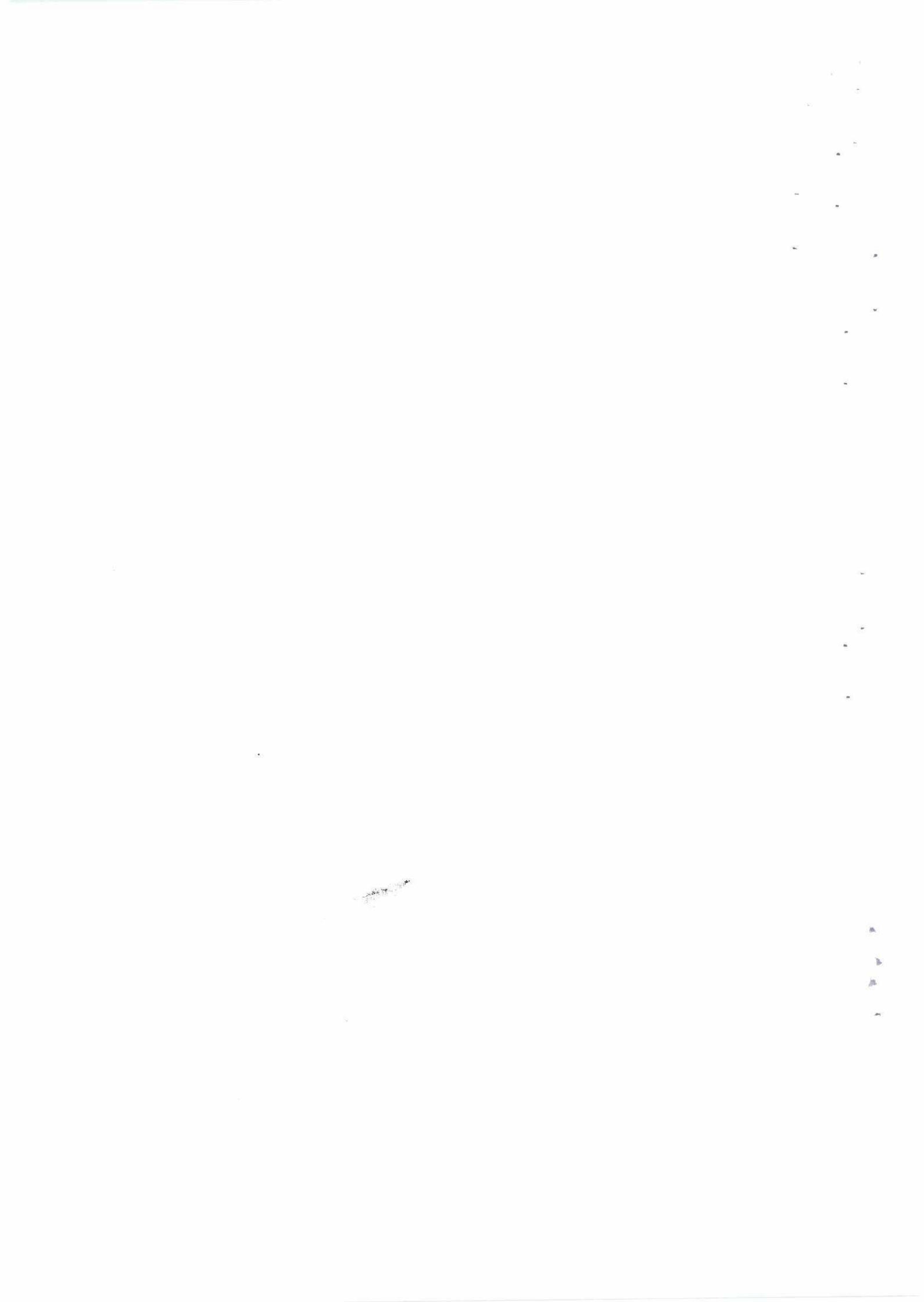
(Dulal chandra Saha)
ADDL. REGISTRAR OF ASSURANCES-II

On 21/05/2013

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

21/05/2013 16:14:00

EndorsementPage 1 of 2





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

Endorsement For Deed Number : I - 07229 of 2013
(Serial No. 07071 of 2013 and Query No. 1902L000015235 of 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. 27455/- is paid , by the draft number 757587, Draft Date 20/05/2013, Bank Name State Bank of India, DALHOUSIE SQUARE, received on 21/05/2013

(Under Article : A(1) = 27357/- ,E = 14/- ,I = 55/- ,M(a) = 25/- ,M(b) = 4/- on 21/05/2013)

Certificate of Market Value(WB PUVI rules of 2001)

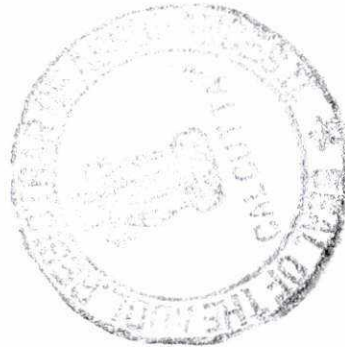
Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-24,87,273/-

Certified that the required stamp duty of this document is Rs.- 124384 /- and the Stamp duty paid as: Impresive Rs.- 5000/-

Deficit stamp duty

Deficit stamp duty Rs. 119384/- is paid , by the draft number 757590, Draft Date 20/05/2013, Bank : State Bank of India, DALHOUSIE SQUARE, received on 21/05/2013

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



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

- 3.1 **Sk. Abdul Wahed alias Sheikh Abdul Wahed alias Shaik Abdul Wahed**, son of Sk. Altab Hossain alias Shaik Altab Hossain alias Sheikh Aptab Hossain, residing at Village Raigachi Munsipara, Post Office Rajarhat, PIN-700135, Police Station Rajarhat, District North 24 Parganas (**PAN ABAPW8194J**)
- 3.2 **Sheikh Jamal Uddin Ahammad alias Jamaluddin Seikh alias Sk. Jamaluddin**, son of Late Aftab Hosen alias Aftab Hossain alias Aptab Hossain Ostagar, residing at Village Raigachi Munsipara, Post Office Rajarhat, PIN-700135, Police Station Rajarhat, District North 24 Parganas (**PAN DOOPS1125H**)
- 3.3 **Montaj Uddin Ahammad alias Montajuddin alias Montaj Uddin**, son of Late Aftab Hossain alias Aptab Hossain Ostagar alias Aptab Hosen, residing at Village Raigachi Munsipara, Post Office Rajarhat, PIN-700135, Police Station Rajarhat, District North 24 Parganas
- 3.4 **Soharabuddin Ahammad alias Soharabuddin Seikh alias Seikh Soharab Uddin alias Sk. Soharabuddin**, son of Late Aptab alias Seikh Aptab alias Aptab Hossain Ostagar, Village Raigachi Munsipara, Post Office Rajarhat, PIN-700135, Police Station Rajarhat, District North 24 Parganas (**PAN ADDPU1681M**)
- 3.5 **Sajida Begum alias Sajidabegam alias Sajeda Begum**, wife of Jalal Uddin Mondal alias Jalaluddin, residing at Village Mondal Ganthi, Post Office Rajarhat, PIN-700135, Police Station Airport, District North 24 Parganas
(collectively **Vendors**, includes successors-in-interest)

And

- 3.6 **Galloway Vyapaar Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 53/4, P.N. Middy Road, Kolkata-700056, Police Station Belgharia (**PAN AAFCG1524K**), represented by its authorized signatory Sushil Kumar Agarwala, son of Late Gajanand Agarwala, of Bikram Garh, Kolkata-700032
(**Purchaser**, includes successors-in-interest).

Vendors and Purchaser are hereinafter individually referred to as such or as **Party** and collectively as **Parties**.

NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

4. Subject Matter of Conveyance

- 4.1 **Said Property:** Land classified as *sali* (agricultural) measuring 6.4125 (six point four one two five) decimal equivalent to 3 (three) *cottah* 14 (fourteen) *chittack* and 3.24 (three point two four) square feet, more or less [out of 57 (fifty seven) decimal equivalent to 1 (one) *bigha* 14 (fourteen) *cottah* 7 (seven) *chittack* and 34.06 (thirty four point zero six) square feet, more or less], being a portion of R.S./L.R. *Dag* No. 650, recorded in L.R. *Khatian* Nos.361, 549/1, 881/1, 983/1 and 1512/1, *Mouza* Raigachi, J.L. No.12, Police Station Rajarhat, within the jurisdiction of Rajarhat-Bishnupur No. I *Gram Panchayat* (**RBGP No.I**), Sub-Registration District Rajarhat, District North 24 Parganas, more fully described in the **Schedule** below and the said *Dag* No. 650 being delineated on the **Plan** annexed hereto and bordered in colour **Red** thereon (**Said Property**) **together with** all title, benefits, easements, authorities, claims, demands, usufructs and tangible



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and intangible rights of howsoever or whatsoever nature of the Vendors in the Said Property and appurtenances and inheritances for access and user thereof.

5. Background, Representations, Warranties and Covenants

5.1 **Representations and Warranties Regarding Title:** The Vendors represent, warrant and covenant regarding title as follows:

5.1.1 **Ownership of Sokarjan:** Sokarjan Bibi (**Sokarjan**) was the absolute owner of *inter alia* land measuring 57 (fifty seven) decimal, more or less, comprised in C.S. *Dag* No. 621 corresponding to R.S. *Dag* No. 650, recorded in C.S. *Khatian* No.307 corresponding to R.S. *Khatian* No.414, *Mouza* Raigachi, J.L. No.12, Police Station Rajarhat, District North 24 Parganas (formerly 24 Parganas) (**Mother Property**).

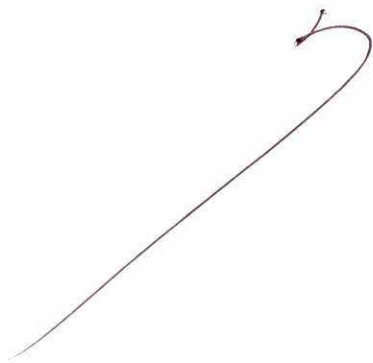
5.1.2 **Gift by Sokarjan:** By a Deed of Gift in Bengali language (*Hebanama*) dated 12th August, 1957, registered in the Office of the Sub-Registrar, Cossipore Dum Dum, in Book No.I, Volume No.98 at Pages 43 to 47, being Deed No. 6115 for the year 1957, Sokarjan, out of her love and affection, gifted and transferred to (1) her son, Aftab Hossain *alias* Aftab Hossain Ostagar (**Aftab**) and (2) her grandson, Sk. Abdul Wahed *alias* Sheikh Abdul Wahed *alias* Shaik Abdul Wahed (**Abdul Wahed**) (the Vendor No.3.1 herein) *inter alia* the entirety of the Mother Property.

5.1.3 **Ownership of Mother Property:** In the above mentioned circumstances, Aftab and the Vendor No.3.1 became the joint and absolute owners of the entirety of the Mother Property, each having $\frac{1}{2}$ (one half) share therein and got their names recorded in the records of the Revisional Settlement in R.S. *Khatian* No.414 in respect of the entirety of the Mother Property.

5.1.4 **Record of Rights of Vendor No.3.1:** The Vendor No.3.1 got his name recorded in the records of the Land Reforms Settlement of the Block Land and Land Reforms Office, Rajarhat, North 24 Parganas, in L.R. *Khatian* No.361, in respect of his $\frac{1}{2}$ (one half) share in the Mother Property, being land measuring 27 (twenty seven) decimal, more or less (**Abdul Wahed's Land**), portion of which is comprised in the Said Property.

5.1.5 **Sale by Aftab:** By a Deed of Sale in Bengali language (*Saaf Kobala*) dated 28th October, 1991, registered in the Office of the Additional District Sub-Registrar, Bidhannagar, Salt Lake City, in Book No.I, Volume No.163, at Pages 267 to 280, being Deed No.9062 for the year 1991, Aftab sold, conveyed and transferred to his 5 (five) sons, namely (1) Siraj Uddin Ahammad (2) Soharabuddin Ahammad *alias* Soharabuddin Seikh *alias* Seikh Soharab Uddin *alias* Sk. Soharabuddin (the Vendor No.3.4 herein) (3) Sheikh Jamal Uddin Ahammad *alias* Jamaluddin Seikh *alias* Sk. Jamaluddin (the Vendor No.3.2 herein) (4) Montaj Uddin Ahammad *alias* Montajuddin *alias* Montaj Uddin (the Vendor No.3.3 herein) and (5) Mearaj Uddin Ahammad, to the exclusion of his 3 (three) daughters, namely (1) Sajeda Khatun (2) Majida Khatun and (3) Farida Khatun, the entirety of his $\frac{1}{2}$ (one half) share in the Mother Property, being land measuring 28.50 (twenty eight point five zero) decimal, more or less (**Aftab's Land**), free from all encumbrances and for the consideration mentioned therein.

5.1.6 **Record of Rights of Vendor No.3.2:** The Vendor No.3.2 got his name recorded in the records of the Land Reforms Settlement of the Block Land and Land Reforms Office, Rajarhat, North 24 Parganas, in L.R. *Khatian* No.549/1, in respect of his $\frac{1}{5}$ th



(one fifth) share in Aftab's Land, being land measuring 6 (six) decimal, more or less, portion of which is comprised in the Said Property.

- 5.1.7 **Record of Rights of Vendor No.3.3:** The Vendor No.3.3 got his name recorded in the records of the Land Reforms Settlement of the Block Land and Land Reforms Office, Rajarhat, North 24 Parganas, in L.R. *Khatian* No.881/1, in respect of his 1/5th (one fifth) share in Aftab's Land, being land measuring 6 (six) decimal, more or less, portion of which is comprised in the Said Property.
- 5.1.8 **Record of Rights of Vendor No.3.4:** The Vendor No.3.4 got his name recorded in the records of the Land Reforms Settlement of the Block Land and Land Reforms Office, Rajarhat, North 24 Parganas, in L.R. *Khatian* No.1512/1, in respect of his 1/5th (one fifth) share in Aftab's Land, being land measuring 5 (five) decimal, more or less, portion of which is comprised in the Said Property.
- 5.1.9 **Record of Rights of Mearaj Uddin:** Mearaj Uddin Ahammad (**Mearaj Uddin**) got his name recorded in the records of the Land Reforms Settlement of the Block Land and Land Reforms Office, Rajarhat, North 24 Parganas, in L.R. *Khatian* No.983/1, in respect of his 1/5th (one fifth) share in Aftab's Land, being land measuring 6 (six) decimal, more or less (**Mearaj Uddin's Share In Aftab's Land**).
- 5.1.10 **Demise of Mearaj Uddin:** On 12th January, 2012, Mearaj Uddin, a Muslim governed by the Mohammedan Law of inheritance, died *intestate* and unmarried, leaving behind surviving his 2 (two) brothers, namely (1) Sheikh Jamal Uddin Ahammad *alias* Jamaluddin Seikh *alias* Sk. Jamaluddin (the Vendor No.3.2 herein) and (2) Montaj Uddin Ahammad *alias* Montajuddin *alias* Montaj Uddin (the Vendor No.3.3 herein) and his only sister Sajida Begum *alias* Sajidabegam *alias* Sajeda Begum (the Vendor No.3.5 herein), as his only legal heirs and heiress, as per the *Farayeznama* dated 13th May, 2013 issued by Md. Azizul Haque, Assistant Kazi, who jointly inherited the right, title and interest of Late Mearaj Uddin in Mearaj Uddin's Share In Aftab's Land.
- 5.1.11 **Ownership of Mearaj Uddin's Share In Aftab's Land:** In the above mentioned circumstances, the Vendor No.3.2, the Vendor No.3.3 and the Vendor No.3.5 became the joint and absolute owners of the entirety of Mearaj Uddin's Share In Aftab's Land, portion of which is comprised in the Said Property.
- 5.1.12 **Absolute Ownership of Vendors:** In the above mentioned circumstances, the Vendors have become the joint and absolute owners of the Said Property, formed out of (1) Abdul Wahed's Land and (2) Aftab's Land.
- 5.2 **Representations, Warranties and Covenants by Vendors:** The Vendors represent, warrant and covenant as follows:
- 5.2.1 **No Acquisition/Requisition:** The Vendors have not received any notice from any authority for acquisition, requisition or vesting of the Said Property and declare that the Said Property is not affected by any scheme of any Local Authority or Statutory Body.
- 5.2.2 **No Excess Land:** The Vendors do not hold any excess vacant land under the Urban Land (Ceiling & Regulation) Act, 1976 or any excess land under the West Bengal Land Reforms Act, 1955 and the West Bengal Estates Acquisition Act, 1953.
- 5.2.3 **No Encumbrance by Act of Vendors:** The Vendors have not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing,

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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 Vendors have 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 Vendors.
- 5.2.6 **No Right of Pre-emption:** No person or persons whatsoever 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 Vendors 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, *wakfs*, trusts, prohibitions, Income Tax attachments, financial institution charges, statutory prohibitions, acquisitions, requisitions, vestings, *bargadars* and liabilities whatsoever or howsoever made or suffered by the Vendors or any person or persons having or lawfully, rightfully or equitably claiming any estate or interest therein through, under or in trust for the Vendors or the Vendors' predecessors-in-title and the title of the Vendors 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 Vendors from selling, transferring and/or alienating the Said Property or any part thereof.

6. Basic Understanding

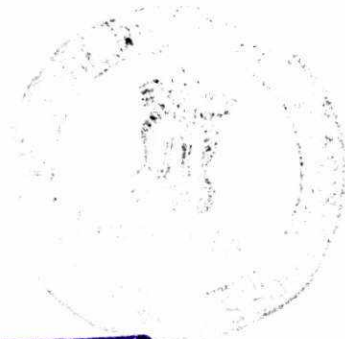
- 6.1 **Sale of Said Property:** The basic understanding between the Vendors and the Purchaser is that the Vendors shall sell the Said Property to the Purchaser, free from all encumbrances of any and every nature whatsoever and with good, bankable and marketable title and together with *khas*, vacant, peaceful and physical possession and the Purchaser shall purchase the same based on the representations, warranties and covenants mentioned in Clauses 5.1 and 5.2 and their respective sub-clauses above (collectively **Representations**).
- 6.2 **Surrender of Rights by Pioneer Prodev Private Limited:** Pioneer Prodev Private Limited (**Pioneer Prodev**), having its registered office at 3rd floor, Lenin Sarani, Kolkata-700013 has been claiming possessory right over the Said Property but by virtue of commercial negotiation and amicable settlement, Pioneer Prodev has agreed to surrender/release such claims in favour of the Purchaser. The Vendors shall have no responsibility or obligation in this regard.

7. Transfer

- 7.1 **Hereby Made:** The Vendors hereby sell, convey and transfer to the Purchaser the entirety of the Vendors' right, title and interest of whatsoever or howsoever nature in

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the Said Property, described in the **Schedule** below, being land classified as *sali* (agricultural) measuring 6.4125 (six point four one two five) decimal equivalent to 3 (three) *cottah* 14 (fourteen) *chittack* and 3.24 (three point two four) square feet, more or less [out of 57 (fifty seven) decimal equivalent to 1 (one) *bigha* 14 (fourteen) *cottah* 7 (seven) *chittack* and 34.06 (thirty four point zero six) square feet, more or less], being a portion of R.S./L.R. *Dag* No. 650, recorded in L.R. *Khatian* Nos.361, 549/1, 881/1, 983/1 and 1512/1, *Mouza* Raigachi, J.L. No.12, Police Station Rajarhat, within the jurisdiction of RBGP No.I, Sub-Registration District Rajarhat, District North 24 Parganas, the said *Dag* No. 650 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 Vendors in the Said Property and appurtenances and inheritances for access and user thereof, free from all encumbrances.

- 7.2 **Consideration:** The aforesaid transfer is being made in consideration of a sum of Rs.24,87,273/- (Rupees twenty four lac eighty seven thousand two hundred and seventy three) paid by the Purchaser to the Vendors, receipt of which the Vendors hereby and by the Receipt And Memo of Consideration hereunder written, admit and acknowledge.

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, *wakfs*, trusts, prohibitions, Income Tax attachments, financial institution charges, statutory prohibitions, acquisitions, requisitions, vesting, *bargadars* and liabilities whatsoever or howsoever made or suffered by the Vendors or any person or persons having or lawfully, rightfully or equitably claiming any estate or interest therein through, under or in trust for the Vendors or the Vendors' predecessors-in-title.
- 8.1.4 **Together with All Other Appurtenances:** together with all other rights the Vendors have 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 Vendors about the correctness of the Vendors' title, Vendors' authority to sell, non-existence of any encumbrances on the Said Property and strict, punctual and proper performance of all obligations of the Vendors under this Conveyance and this Conveyance is being accepted by the Purchaser on such express indemnification by the Vendors, which if found defective or untrue or not complied with at any time, the Vendors shall, at all times hereafter, at the costs, expenses, risk and responsibility of the Vendors, forthwith take all necessary steps to remove and/or rectify. To this effect, the Vendors hereby covenant that the Vendors or any person claiming under the Vendors 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,

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- 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 and peaceful possession of the Said Property has been handed over by the Vendors to the Purchaser.
- 8.4 **Outgoings:** All statutory revenue, cess, taxes, surcharge, outgoing and levies of or on the Said Property, relating to the period till the date of this Conveyance, in respect of which demand has been made and is in the knowledge of the Vendors, shall be borne, paid and discharged by the Vendors, with regard to which the Vendors hereby indemnify and agree to keep the Purchaser fully and comprehensively saved, harmless and indemnified.
- 8.5 **Holding Possession:** The Vendors hereby covenant 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 Vendors or any person or persons lawfully or equitably claiming any right or estate therein from under or in trust from the Vendors and it is further expressly and specifically covenanted, confirmed and declared by the Vendors that notwithstanding 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 Vendors, the Vendors 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 Vendors hold and own any land contiguous to the Said Property and such land is land-locked and does not have any public or private means of access and the Vendors hereby expressly waive, surrender and give up each and everyone of the aforesaid rights.
- 8.6 **No Objection to Mutation and Conversion:** The Vendors covenant, confirm and declare that (1) the Purchaser shall be fully entitled to mutate the Purchaser's name in all public and statutory records and the Vendors hereby expressly (a) consent to the same and (b) appoint the Purchaser as the constituted attorney of the Vendors and empower and authorize the Purchaser to sign all papers and documents and take all steps whatsoever or howsoever in this regard and (2) the Vendors are 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 Vendors hereby expressly (a) consent to the same, notwithstanding the nature of use and classification of any land held or owned by the Vendors contiguous to the Said Property being and remaining agricultural and (b) appoint the Purchaser as the constituted attorney of the Vendors and empower and authorize 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 Vendors undertake 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



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1 8 MAY 2013

from agricultural to non-agricultural/housing and in this regard shall sign all documents and papers as required by the Purchaser.

- 8.7 **Further Acts:** The Vendors hereby covenant that the Vendors or any person claiming under the Vendors, 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, 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.

Schedule
(Said Property)

Land classified as *sali* (agricultural) measuring 6.4125 (six point four one two five) decimal equivalent to 3 (three) *cottah* 14 (fourteen) *chittack* and 3.24 (three point two four) square feet, more or less [out of 57 (fifty seven) decimal equivalent to 1 (one) *bigha* 14 (fourteen) *cottah* 7 (seven) *chittack* and 34.06 (thirty four point zero six) square feet, more or less], being a portion of R.S./L.R. *Dag* No. 650, recorded in L.R. *Khatian* Nos.361, 549/1, 881/1, 983/1 and 1512/1, *Mouza* Raigachi, J.L. No.12, Police Station Rajarhat, within the jurisdiction of Rajarhat-Bishnupur No. I *Gram Panchayat*, Sub-Registration District Rajarhat, District North 24 Parganas, the said *Dag* No. 650 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./L.R. *Dag* No.639
- On the East** : By R.S./L.R. *Dag* No.690 and by portion of R.S./L.R. *Dag* No.691 of *Mouza* Reckjoani
- On the South** : By R.S./L.R. *Dag* No.651
- On the West** : By R.S./L.R. *Dag* Nos.648, 649 and by portion of R.S./L.R. *Dag* No. 644

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

9. Execution and Delivery

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

Sk. Abdul Wahed
(Sk. Abdul Wahed *alias* Sheikh Abdul Wahed *alias* Shaik Abdul Wahed)

Sk. Jamal Uddin
(Sheikh Jamal Uddin Ahammad *alias* Jamaluddin Seikh *alias* Sk. Jamaluddin)



ADDITIONAL REGISTRAR
OF ASSURANCES-K. KOLKATA
18 MAY 2013

Montajuddin
 (Montaj Uddin Ahammad alias
 Montajuddin alias Montaj Uddin)

Sk Soharabuddin
 (Soharabuddin Ahammad alias
 Soharabuddin Seikh alias Seikh Soharab
 Uddin alias Sk. Soharabuddin)

সাহা & রায়

(Sajida Begum alias Sajidabegam alias Sajeda Begum)
 [Vendors]

Read over and explained the contents of this document by me to (1) Sk. Abdul Wahed alias Sheikh Abdul Wahed alias Shaik Abdul Wahed (2) Sheikh Jamal Uddin Ahammad alias Jamaluddin Seikh alias Sk. Jamaluddin (3) Montaj Uddin Ahammad alias Montajuddin alias Montaj Uddin (4) Soharabuddin Ahammad alias Soharabuddin Seikh alias Seikh Soharab Uddin alias Sk. Soharabuddin and (5) Sajida Begum alias Sajidabegam alias Sajeda Begum in Bengali language, who after understanding the meaning and purport of this document, put their LTIs/signatures in my presence.

Signature _____

Galloway Vyapaar Private Limited

Sushil Kumar Agarwala

(Sushil Kumar Agarwala)
 Authorized Signatory
 [Purchaser]

Witnesses:

Signature Mohiuddin Molla

Signature Sk Noor Islam

Name MOHIUDDIN MOLLA

Name SK NOOR ISLAM

Father's Name Sharifuddin

Father's Name YOUSUF Ali

Address Lanjat Pote Poxmatigan

Address Rai'gan

P.S. Barua kut- 135

P.O.P.S. Rajm-hu

122, 700155



ADDITIONAL REGISTRAR
OF ASSURANCES-K. KOLKATA
1 8 MAY 2013

Receipt And Memo of Consideration

Received from the within named Purchaser the within mentioned sum of Rs.24,87,273/- (Rupees twenty four lac eighty seven thousand two hundred and seventy three) towards full and final payment of the consideration for sale of the Said Property described in the **Schedule** above, in the following manner:

Mode	Date	Bank	Amount (Rs.)
Demand Draft No. 205890 (Aunt)	17.05.2013	HDFC Bank, Stephen House Kolkata	13,81,814/-
Demand Draft No. 205889 (Aunt)	12.05.2013	HDFC Bank, Stephen House Kolkata	3,86,905/-
Demand Draft No. 205888 (Aunt)	17.05.2013	HDFC Bank, Stephen House, Kolkata	3,86,905/-
Demand Draft No. 205887 (Aunt)	17.05.2013	HDFC Bank, Stephen House Kolkata	55,274/-
Demand Draft No. 205886 (Aunt)	17.05.2013	HDFC Bank, Kyra House, Kolkata	2,76,375/-
Total:			24,87,273/-

Sk. Abdul Wahed

(Sk. Abdul Wahed alias Sheikh Abdul Wahed alias Shaik Abdul Wahed)

Sk Jamal Uddin

(Sheikh Jamal Uddin Ahammad alias Jamaluddin Seikh alias Sk. Jamaluddin)

Montaj Uddin

(Montaj Uddin Ahammad alias Montajuddin alias Montaj Uddin)

Sk Soharabuddin

(Soharabuddin Ahammad alias Soharabuddin Seikh alias Seikh Soharab Uddin alias Sk. Soharabuddin)

সাজিদা বেগম

(Sajida Begum alias Sajidabegam alias Sajeda Begum)
[Vendors]

Read over and explained the contents of this document by me to (1) Sk. Abdul Wahed alias Sheikh Abdul Wahed alias Shaik Abdul Wahed (2) Sheikh Jamal Uddin Ahammad alias Jamaluddin Seikh alias Sk. Jamaluddin (3) Montaj Uddin Ahammad alias Montajuddin alias Montaj Uddin (4) Soharabuddin Ahammad alias Soharabuddin Seikh alias Seikh Soharab Uddin alias Sk. Soharabuddin and (5) Sajida Begum alias Sajidabegam alias Sajeda Begum in Bengali language, who after understanding the meaning and purport of this document, put their LTIs/signatures in my presence.

Signature _____

Witnesses:

Signature *Mohiuddin Molla* Signature *SK Nazim*

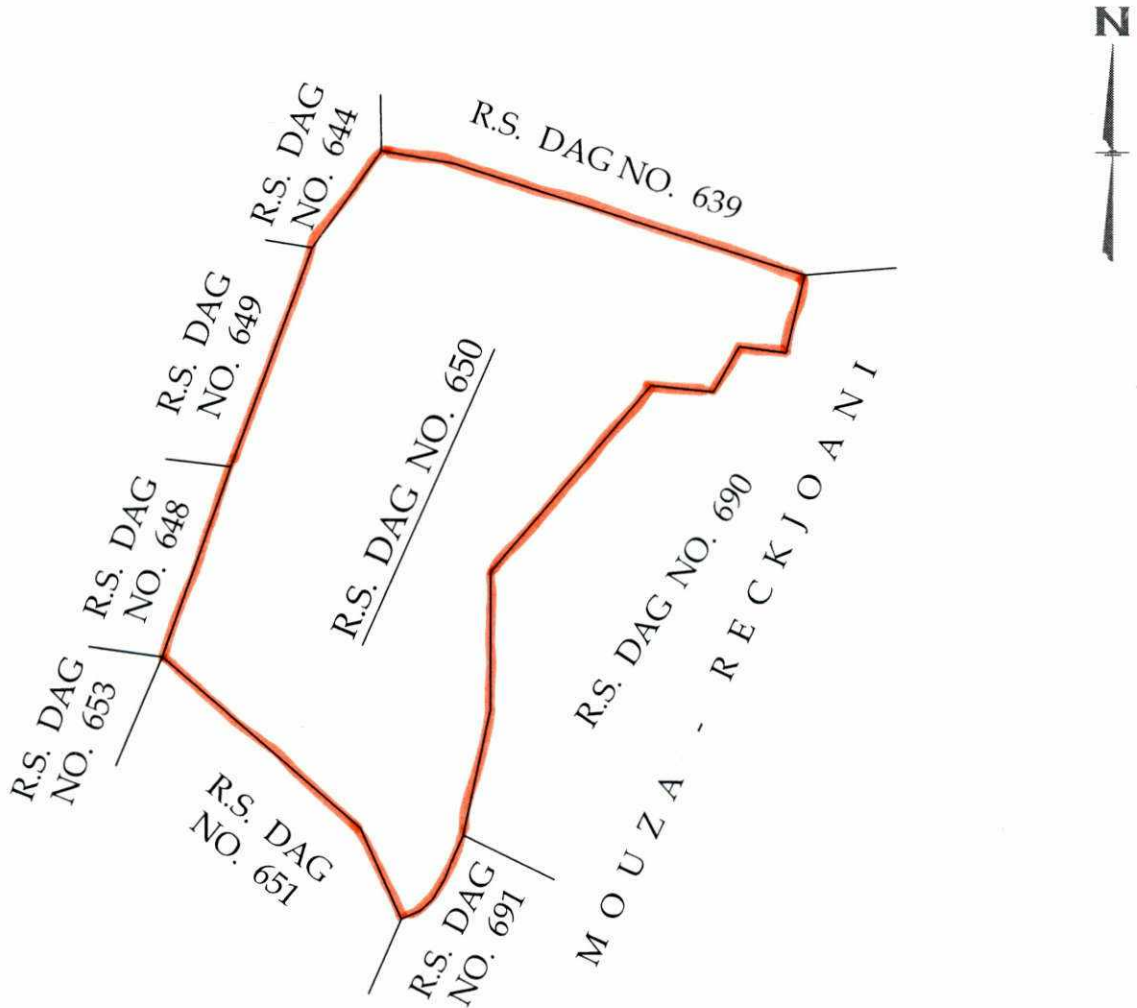
Name *MOHIUDDIN MOLLA* Name *SK NAZIM ISLAM*



ADDITIONAL REGISTRAR
OF ASSURANCES-K. KOLKATA
1 8 MAY 2013

SITE PLAN OF R.S./L.R. DAG NO.- 650, R.S./L.R. KHATIAN NO.- 361, 549/1, 881/1, 983/1 & 1512/1, MOUZA - RAIGACHI, J.L. NO.-12, P.S.- RAJARHAT, DIST.- NORTH24 PARGANAS, UNDER RAJARHAT BISHNUPUR 1 NO. GRAM PANCHAYET.

TOTAL AREA OF DAG NO. 650 - 57 DECIMAL



Moniraj uddin
SK Sohanobuddin
১১/৬/৭৭ ১০ ১১১

SK Farid uddin
SK. Aleedul Wakeed

NAME & SIGNATURE OF THE VENDOR/S :

Galloway Vyapaar Pvt. Ltd.

[Signature]
-Director/Authorized Signatory

LEGEND : 6.4125 DECIMAL UNDIVIDED SHARE OF SALI LAND OUT OF 57 DECIMAL OF R.S./L.R. DAG NO.- 650 .

SHOWN THUS :-





ADDITIONAL REGISTRAR
OF ASSURANCE, KOLKATA
18 MAY 2013

SPECIMEN FORM TEN FINGER PRINTS

Sl. No.	Signature of the executants and/or purchaser Presentants
---------	--



Syams

	Little	Ring	Middle (Left Hand)	Fore	Thumb
	Thumb	Fore	Middle (Right Hand)	Ring	Little



SK Abdul Wakeed

	Little	Ring	Middle (Left Hand)	Fore	Thumb
	Thumb	Fore	Middle (Right Hand)	Ring	Little









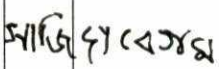





























SK peruchudhin

	Little	Ring	Middle (Left Hand)	Fore	Thumb
	Thumb	Fore	Middle (Right Hand)	Ring	Little



ADDITIONAL REGISTRAR
OF ASSURANCES-KOLKATA
18 MAY 2013

SPECIMEN FORM TEN FINGER PRINTS

Sl. No.	Signature of the executants and/or purchaser Presentants					
						
		Little	Ring	Middle (Left Hand)	Fore	Thumb
						
		Thumb	Fore	Middle (Right Hand)	Ring	Little
						
		Little	Ring	Middle (Left Hand)	Fore	Thumb
						
		Thumb	Fore	Middle (Right Hand)	Ring	Little
						
		Little	Ring	Middle (Left Hand)	Fore	Thumb
						
		Thumb	Fore	Middle (Right Hand)	Ring	Little

2
ADDITIONAL REGISTRAR
OF ASSURANCES-KOLKATA
18 MAY 2013



Dated this 1st day of May, 2013

Between

**Sk. Abdul Wahed *alias* Sheikh Abdul Wahed *alias* Shaik Abdul Wahed & Ors.
... Vendors**

And

**Galloway Vyapaar Private Limited
... Purchaser**

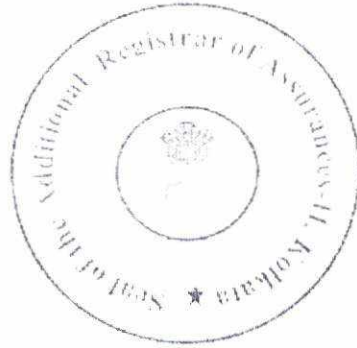
CONVEYANCE


**Portion of
R.S./L.R. *Dag* No. 650
Mouza Raigachi
District North 24 Parganas**

Saha & Ray
Advocates
3A/1, 3rd floor
Hastings Chambers
7C, Kiran Sankar Roy Road
Kolkata-700001

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 23
Page from 5286 to 5302
being No 07229 for the year 2013.




(Dulal chandra Saha) 30-May-2013
ADDL. REGISTRAR OF ASSURANCES-II
Office of the A.R.A. - II KOLKATA
West Bengal