

A-1674/2011

1821 G-11.3.2011



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

469554

CERTIFIED THAT THE DOCUMENT ADMITTED TO  
REGISTRATION, THE SIGNATURE SHEET AND  
THE ENDORSEMENT SHEET ATTACHED TO THIS  
DOCUMENT ARE THE TRUE AND CORRECT  
DOCUMENTS OF THIS DOCUMENT.

*[Signature]*  
ADDL. DIST. SUB-REGISTRAR  
SILIGURI-II, AT BAGDOGRA, DIST.-DARJEELING  
10/3/11

-1-

*[Signature]*  
(PRABEER BHARWAL)

DEED OF CONVEYANCE

*[Handwritten initials]*

*[Handwritten notes]*  
8/10/11  
19/3/11  
M.C. 232/2011

**NON JUDICIAL STAMP**

No. 602 Date 04.3.11

For Pure Enclave (P)-Ltd  
at Service Road, Siliguri

Value Rs. two Five thousand only

**Tannoy Roy**  
Govt. Stamp Vendor  
Bagdogra  
Lic. No-546/RM  
07 / Darjeeling

K. Agarwal  
(PRADEEP AGARWAL)

TSW -  $\frac{245}{20/3/11}$

K. Agarwal  
(PRADEEP AGARWAL)



[Signature]

Krishore Bhattacharyei  
S/o Sri Lakshman Bhattacharyei 20/3/11  
Pati Colony Road no- 3,  
P.O. & P.S - Pradhan Nagar,  
Siliguri; Darjeeling.

AREA OF LAND	::	50 DECIMALS
MOUZA	::	BANIAKHARI
J.L. NO.	::	55
KHATIAN NO.	::	RS.35.,LR.314
PLOT NO.	::	170(R.S.) & 487(L.R.)
POLICE STATION	::	MATIGARA
DISTRICT	::	DARJEELING
SETFORTH VALUE	::	RS. 2,25,000/-

(PRADEEP AGARWAL)

THIS DEED OF CONVEYANCE IS MADE ON THIS THE 10<sup>th</sup> DAY  
OF March TWO THOUSAND ELEVEN.

**B E T W E E N**

**PURE ENCLAVE PRIVATE LIMITED**, A Company duly registered and incorporated under the provisions of Companies Act, 1956 and the rules framed there under being Certificate of Incorporation No.U 70101 WB 2004 PTC O 99823 dated 16.9.2004 having its Registered Office at 2<sup>nd</sup> Floor, Apollo Towers, Sevoke Road, Siliguri, P.O. & P.S. Siliguri, District Darjeeling (W.B.) - hereinafter called the "**PURCHASER**" (which expression shall mean and include unless excluded by or repugnant to the context its successors, successors in interest, legal representatives, administrators and assigns) of the "**FIRST PART**" having PAN **AADCP6109K** Represented by its Director Sri Sandeep Goyal, Son Sri Shri Bhagwan Goyal resident of May Fair Gardens, Flat No. 04/B Shiv Mandir Road, Punjabi Para, Siliguri, Police Station-Bhaktinagar, District-Jalpaiguri (West Bengal).

*Director's  
Adv.*

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PRADEEP AGARWAL

A N D

SRI PRADEEP AGARWAL, Son of Late Maman Chand Agarwal, Hindu by religion Nationality Indian, business by occupation, residing at Gangtok, P.O. & P.S. Gangtok, East Sikkim - hereinafter called the "VENDOR" (which expression shall mean and include unless excluded by or repugnant to the context his heirs, executors, successors, legal representatives, administrators and assigns) of the "SECOND PART".

A N D

**WHEREAS** One M/s Darjeeling Canning Company Private Limited having its Office at Milanpally, Siliguri, P.O. & P.S. Siliguri, District-Darjeeling (W.B.), was the absolute and recorded owner in physical possession of all that piece or parcel of land measuring about 3.95 Acre in R.S. Plot Nos. 169 and 170 recorded in R.S. Khatian No.35 along with other lands in Mouza Baniakhari, J.L.No.55, situated at Pargana-Patharghata, P.S.Matigara, Sub-Division-Siliguri, Additional District Sub Registry Office, Siliguri-II at Bagdogra, District-Darjeeling having permanent, heritable and transferable right, title and interest therein free from all encumbrances and charges whatsoever.

A N D

**WHEREAS** being owner in physical possession the said M/s Darjeeling Canning Company Private Limited sold and transferred all that piece or parcel of land measuring 1.28 Acres out of its aforesaid land to and in favour of one Sri Rajendra Prasad Agarwala, Sri Suresh Kumar Agarwala- Both sons of Sri Hanuman Prasad Agarwala, Sri Gopal Chand Agarwala,

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Banks  
Adm.

*K. Rao*  
(PRADEEP AGARWAL)

Son of Sri Shew Dutt Rai Agarwala and Sri Satish Kumar Agarwala, Son of Sri Kundan Mall Agarwala of Naya Bazar, Siliguri by a registered Deed of Sale being Deed No.2831 for the year 1984 executed and registered on 25.4.1984 in the Office of the Sub Registrar, Siliguri.

The said M/s Darjeeling Canning Company Private Limited also sold and transferred land measuring 1.00 Acre to and in favour of Sri Kundan Mal Agarwala, Sri Brahamanand Agarwala and Sri Dewat Ram Agarwala all sons of Late Sohan Lal Agarwal of Naya Bazar, Siliguri by a registered Deed of Sale being Deed No. 2253 for the year 1984 executed and registered on 29.3.1984 in the Office of the Sub Registrar, Siliguri.

A N D

*Sub's  
HW*

**WHEREAS** thereafter, the above said Sri Suresh Kumar Agarwala, Son of Sri Hanuman Prasad Agarwala, Sri Satish Kumar Agarwala, Son of Sri Kundan Mal Agarwala of Naya Bazar, Siliguri sold and transferred their share of land measuring 0.64 Acre out of the said land measuring 1.28 Acre to and in favour of Smt. Lajwanti Devi Agarwala, Wife of Sri Shew Dutt Rai Agarwala of Naya Bazar, Siliguri, P.S. Siliguri, District-Darjeeling (W.B.) by a registered Deed of Sale being No. 1138 for the year 2000 recorded in Book No. I, Volume No.21, Pages 161 to 170 registered on 1.3.2000 at Siliguri Sub Registry Office.

The said Dewat Ram Agarwala, Son of Late Sohan Lal Agarwala of Naya Bazar, Siliguri also sold and transferred his share of land measuring 0.33 Acre out of the said total land measuring 1.00 Acre to and in favour of Smt. Lajwanti Devi Agarwala, Wife of Sri Shew Dutt Rai Agarwala of Naya Bazar, Siliguri, P.O. & P.S. Siliguri, District-Darjeeling by a

*Contd. to Next Page ....*

*Pradip*  
*(PRADIP AGARWALA)*

registered Deed of Sale being Deed No. 1127 for the year 2000 recorded in Book No. I, Volume No.21, Pages 87 to 94 registered on 1.3.2000 at Siliguri Sub Registry Office and by virtue of the said Deed of Sale No. 1138 for the year 2000 and 1127 for the year 2000 the said Smt. Lajwanti Devi Agarwala acquired all that piece or parcel of land measuring 0.97 Acre appertaining to and forming part of R.S. Plot No. 169 (area 0.64 acre) and R.S. Plot.170 (area 0.33 acre) in her khas, actual and physical possession having permanent, heritable and transferable right, title and interest therein.

Being absolute owner in physical possession the said Smt. Lajwanti Devi Agarwala, Wife of Sri Shew Dutt Rai Agarwala sold and transferred the said all that piece or parcel of land measuring 0.97 acre (appertaining to and forming part of R.S.Plot No. 169 [area 0.64 Acre) and R.S. Plot No.170 (area 0.33 Acre)) in Mouza-Baniakhari, P.S. Matigara, District-Darjeeling (W.B.) to and in favour of Sri Pradip Agarwala (Vendor hereof) by a registered Deed of Sale being Deed No.4987 for the year 2000 recorded in Book No. I, Volume No.93, Pages 309 to 316 registered on 17.11.2000 at Additional District Sub-Registry Office, Siliguri and by virtue of the said purchase the Vendor acquired the said land measuring 0.97 acre in his khas, actual and physical possession having permanent, heritable and transferable right, title and interest therein.

*Pradip*  
*Agarwala*

**A N D**

**WHEREAS** Sri Kundan Mal Agarwala and Sri Brahamanand Agarwala both sons of late Sohan Lal Agarwala of Naya Bazar, Siliguri sold and transferred their share of land measuring 0.67 acre out of the total land measuring 1.00 Acre in R.S. Plot No.170 of Mouza-Baniakhari to and in favour of Sri Pradip Agarwala (the Vendor hereof) by a registered Deed of Conveyance being Deed No.4988 for the year 2000, recorded in Book No.

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*K. Pradeep*  
( PRADEEP AGARWALA )

I, Volume No.93, Pages 317 to 324 registered on 17.11.2000 at Additional District Sub Registry Office, Siliguri and by virtue of the said purchase the Vendor hereof acquired the said land measuring 0.67 Acre in his khas, actual and physical possession having permanent, heritable and transferable right, title and interest therein.

A N D

**WHEREAS** said Rajendra Prasad Agarwala, Sri Suresh Kumar Agarwala, both sons of Sri Hanuman Prasad Agarwala, Sri Gopal Chand Agarwala, son of Sri Shew Dutt Rai Agarwala and Sri Satish Kumar Agarwala, son of Sri Kundan Mal Agarwala had purchased 1.28 Acre of land from M/s Darjeeling Canning Company Private Limited by Deed of Sale Bo. 2831 for the year 1984 and thereafter the said Sri Suresh Kumar Agarwala and Satish Kumar Agarwala sold and transferred their share of land measuring 0.64 Acre out of the land measuring 1.28 Acre to and in favour of Smt.Lajwanti Devi Agarwala vide Deed of Sale No.1138 dated 1.3.2000 and as such the said Rajendra Prasad Agarwala and Gopal Chand Agarwala remained the owner of land measuring 0.64 Acre out of the said land measuring 1.28 Acre and being owner in such possession the said Sri Rajendra Prasad Agarwala and Sri Gopal Chand Agarwala sold and transferred land measuring 0.64 Acre out of the said land measuring 1.28 Acre in R.S. Plot No. 169 Mouza- Baniakhari, P.S. Matigara, District-Darjeeling to and in favour of the Vendor hereof by a registered Deed of Conveyance being Deed No.4992 for the year 2000 recorded in Book No. I, Volume No.93 Pages 351 to 358 registered on 17.11.2000 at Additional District Sub Registry Office Siliguri and by virtue of the said purchase the Vendor acquired the said land measuring 0.64 Acre in his khas, actual and physical possession having permanent, heritable and transferable right, title and interest therein.

*Rajendra  
1984*

A N D

*Contd. to Next Page....*

*K. Pradeep*  
(PRADEEP AGARWAL)

**WHEREAS** the said M/s Darjeeling Canning Company Private Limited also transferred land measuring 0.67 Acre to and in favour of Sri Shew Dutt Rai Agarwala and Sri Hanuman Prasad Agarwala both sons of Late Sohanlal Agarwala of Naya Bazar, Siliguri by a registered Deed of Sale being Deed No. 2252 for the year 1984 registered on 29.3.1984 at Siliguri Sub Registry Office and by virtue of the said purchase the said Shew Dutt Rai Agarwala and Hanuman Prasad Agarwala acquired the said land measuring 0.67 Acre in R.S.Plot No. 170 of Mouza-Baniakhari, P.S. Matigara, District-Darjeeling in their khas, actual and physical possession having permanent, heritable and transferable right, title and interest therein.

Being owner in such possession the said Sri Shew Dutt Rai Agarwala and Sri Hanuman Prasad Agarwala sold and transferred the said land measuring 0.67 Acre to and in favour of the Vendor hereof by a registered Deed of Conveyance No.4993 for the year 2000 recorded in Book No. I, Volume No.93, Pages 359 to 366 registered on 17.11.2000 at Additional District Sub Registry Office, Siliguri and by virtue of the said purchase the Vendor acquired the said land measuring 0.67 acre in his khas, actual and physical possession having permanent, heritable and transferable right, title and interest therein.

A N D

**WHEREAS** as aforesaid, by virtue of the said Deed of Conveyances No.4987 for the year 2000, 4988 for the year 2000, 4992 for the year 2000 and 4993 for the year 2000 the Vendor hereof acquired the land measuring 0.97 Acre + 0.67 Acre + 0.64 Acre + 0.67 Acre = 2.95 Acres (Area 1.28 Acres in 169 and Area 1.67 Acre in R.S. Plot No.170) R.S. Plot Nos. 169 and 170 of Mouza-Baniakhari, P.S. Matigara, District-Darjeeling (W.B.) in his khas, actual and physical possession having permanent,

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*Encls. 1/14/11*



*Karoon*  
(PRADEEP AGARWAL)

heritable and transferable right, title and interest therein. The name of the Vendor has also been mutated in the Records of Right in respect of the said land measuring 2.95 Acres in R.S. Plot Nos. 169 corresponding to L.R. Plot No. 460 and 170 corresponding to L.R. Plot No. 487 recorded in R.S. Khatian No. 35 and L.R. Khatian No. 314 of Mouza-Baniakhari

**A N D**

**WHEREAS** the Vendor now in need of money has offered for sale the land measuring 50 decimals in R.S. Plot No. 170 corresponding to L.R. Plot No. 487 of Mouza-Baniakhari out of the said land measuring 1.67 Acre fully and particularly described in the schedule below free from all encumbrances and charges whatsoever.

*Bani*  
*170*

**A N D**

**WHEREAS** the Purchaser has accepted the said offer of the Vendor and has agreed to purchase the said land measuring 50 decimals fully and particularly described in the schedule below for a sum of Rs. 2,25,000/- (Rupees Two Lakh Twenty Five Thousand) only

**A N D**

**WHEREAS** the Vendor has also accepted the price so offered by the Purchaser as fair and reasonable and has agreed to sell the said land described in the schedule below for Rs. 2,25,000/- (Rupees Two Lakh Twenty Five Thousand) only

**NOW THIS INDENTURE WITNESSETH** that in pursuance of the aforesaid offer and acceptance and also in total consideration of the sum of Rs. 2,25,000/- (Rupees Two Lakh Twenty Five Thousand) only paid by the Purchaser to the Vendor (the receipt whereof the Vendor do hereby

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*K. Pradeep*  
(PRADEEP AGARWAL)

acknowledge and grant full discharge to the Purchaser from the payment thereof), the Vendor doth hereby grant convey and transfer and assign unto and in favour of the Purchaser the land described in the schedule below and deliver possession of the said land hereby conveyed transferred, expressed or intended so to be to and in favour of the Purchaser **TO HAVE AND TO HOLD** the same by the Purchaser subject to the payment of rent and taxes which may be payable.

**IT IS FURTHER DECLARED** by the Vendor that he has not entered into any binding contract with anybody or with any other person or persons whatsoever to sell or to transfer otherwise any interest or right in the land described in the schedule below and that there subsists no such contract at the date of these presents and in the event of discovery of such contract or sale or transfer with regard to the said land hereby transferred or any part thereof existing at the date of these presents or if any of the recitals made herein by the Vendor is proved to be false, the Vendor shall be liable to compensate the Purchaser adequately for the loss or injury to be sustained by the Purchaser in consequence thereof.

If for any defect in the title or for any act done or suffered to be done by the Vendor with respect to the rights and the land hereby transferred expressed or intended so to be by these presents, the Purchaser is deprived of possession or enjoyment of the rights and of the land hereby conveyed or expressed or intended so to be or from any part thereof, the Vendor shall be liable to return to the Purchaser the full or proportionate part of the consideration money as the case may be together with interest @ 18% p.a. from the date of such deprivation or dispossession and shall be liable to compensate adequately to the Purchaser for any loss or injury attended thereto to be sustained by the Purchaser.

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*Encls.  
4/11/20*

Pradeep  
(PRADEEP AGARWAL)

**SCHEDULE OF THE LAND**

All that piece or parcel of vacant land measuring 50 Decimals, in R.S. Plot No. 170 and L.R. Plot No. 487, recorded in R.S. Khatian No. 35 and L.R. Khatian No. 314 in Mouza-Baniakhari, J.L.No.55, Pargana-Patharghata, P.S. Matigara, Sub Division- Siliguri Adl. District Sub Registry Office Siliguri-II at Bagdogra, District Darjeeling (W.B.).

Classification of land Rupni and proposed to be use Rupni.

The land is butted and bounded as follows:

North : Land of Vendor sold to the Purchaser;  
South : Land of Vendor sold to the Purchaser;  
East : Land of the Vendor sold to the Purchaser;  
West : Land of the Vendor sold to the Purchaser;

Separate sheet containing the Finger prints of the Vendor and Purchaser is annexed herewith also forms part of these presents.

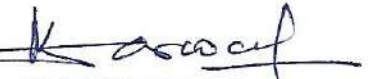
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Pradeep  
A.P.

**IN WITNESS WHEREOF** the Vendor abovenamed with his sound health and in conscious mind do hereunto set and subscribed his hand on the day, month and year first above written.

**WITNESSES:**

1) Kishore Bhattacharjee  
c/o Lakshman Bhattacharjee  
P.O. + P.S. - Pradham Nagar,  
Siliguri, Darjeeling.



(SIGNATURE OF VENDOR)

(PRADEEP AGARWAL)

2) Animesh Gupta  
Sp. I.C. Gupta  
Tajdai Lane, Siliguri

Drafted by me and printed in  
my Chamber:



(RUMI CHHETRI)

Advocate, Siliguri

Regn. No. F-771/730 OF 2009

Finger Prints of \_\_\_\_\_

Passport Photo



	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Left Hand					
Right Hand					

Signature

(PRADEEP AGARWAL)

Finger Prints of \_\_\_\_\_

Passport Photo

	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Left Hand					
Right Hand					

Signature

Finger Prints of \_\_\_\_\_

Passport Photo



	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Left Hand					
Right Hand					

Signature

PURE ENCLAVE (P) LTD.

(CANDEEP AGARWAL)



Government Of West Bengal  
Office Of the ADSR Siliguri-II at Bagdogra  
District:-Darjeeling

Endorsement For Deed Number : I - 01821 of 2011  
(Serial No. 01674 of 2011)

On

**Payment of Fees:**

On 10/03/2011

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

Presented for registration at 20.05 hrs on :10/03/2011, at the Private residence by Pradeep Agarwal ,Executant.

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

Execution is admitted on 10/03/2011 by

1. Pradeep Agarwal, son of Late Maman Chand Agarwal , Gangtok, Thana:-GANGTOK, District:-East, SIKKIM, India, P.O. :-Gangtok , By Caste Hindu, By Profession : Business

Identified By Kishore Bhattacharjee, son of Sri Lakshman Bhattacharjee, Pati Colony, Road No.- 3, Thana:-Pradhan Nagar, District:-Darjeeling, WEST BENGAL, India, P.O. :-Pradhan Nagar , By Caste: Hindu, By Profession: Business.

( Nima Sherpa )  
A.D.S.R. Siliguri-II at Bagdogra

On 11/03/2011

**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 of Indian Stamp Act 1899. also under section 5 of West Bengal Land Reforms Act, 1955; Court fee stamp paid Rs.10/-

**Payment of Fees:**

Amount By Cash

Rs. 23210/-, on 11/03/2011

( Under Article : A(1) = 23210/- on 11/03/2011 )

**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.-2110847/-

Certified that the required stamp duty of this document is Rs.- 105542 /- and the Stamp duty paid as: Impresive Rs.- 5000/-

**Deficit stamp duty**

( Dhruva Dasgupta )  
A.D.S.R. Siliguri-II at Bagdogra  
EndorsementPage 1 of 2



**Government Of West Bengal**  
**Office Of the ADSR Siliguri-II at Bagdogra**  
**District:-Darjeeling**

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**Endorsement For Deed Number : I - 01821 of 2011**  
**(Serial No. 01674 of 2011)**

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Deficit stamp duty Rs. 100550/- is paid, by the draft number 198992, Draft Date 10/03/2011, Bank Name State Bank of India, EKTIASAL, received on 11/03/2011

( Dhruba Dasgupta )  
A.D.S.R. Siliguri-II at Bagdogra



( Dhruba Dasgupta )

A.D.S.R. Siliguri-II at Bagdogra  
EndorsementPage 2 of 2

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I  
CD Volume number 5  
Page from 3407 to 3422  
being No 01821 for the year 2011.



(Dhruba Dasgupta) 11-March-2011  
A.D.S.R. Siliguri-II at Bagdogra  
Office of the ADSR Siliguri-II at Bagdogra  
West Bengal