

DL-466/17

1 - 388/2017



पश्चिमबङ्गा पश्चिम बङ्गाल WEST BENGAL

C 229325

DL 0-2553/17  
 2017

*Person Agreed*

**DEED OF CONVEYANCE**

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

DECL. DIST. REGISTRAR  
 GLAPOST

31/1/17

-contd.-

*31/3/17*

*Sanam Agarwal*

## DEED OF CONVEYANCE

THIS INDENTURE IS MADE ON THIS THE 02<sup>nd</sup> DAY OF MARCH, 2017  
AT SILIGURI

<u>LAND MEASURING</u>	:	3 (THREE) KATHAS
<u>RS PLOT NO.</u>	:	560
<u>RS KHATIAN NO.</u>	:	577
<u>J.L. No.</u>	:	110
<u>MOUZA</u>	:	SILIGURI
<u>PARGANA</u>	:	BAIKUNTHAPUR
<u>POLICE-STATION</u>	:	PRADHAN NAGAR
<u>DISTRICT</u>	:	DARJEELING
<u>CONSIDERATION</u>	:	Rs. 37,00,000/-

### BETWEEN

VIZAG POLY PACKAGING PRIVATE LIMITED (P.A.No. AABCV5704E), a Company registered under the Companies Act, 1956 bearing CIN No. U21021WB2000PTC091470 dt. 27/03/2000 having its registered office at Sevoke Road, Siliguri-734001, District Darjeeling, herein represented by one of its director, SMT AMBIKA AGARWAL, wife of Sri Rajesh Kumar Agarwal, Hindu by faith, Indian by Nationality, residing at Guru Nanak Sarani, Punjabi Para, Post Office & Police-Station Siliguri-734001, District Darjeeling, hereinafter called as the "PURCHASER", the expression which shall unless excluded by or repugnant to the subject or context mean and include its directors, representatives, administrators, executors, successors and assigns of the ONE PART.

contd..



A N D

SRI PAWAN AGARWAL (P.A.No. AFHPA3417P), son of late Shyamlal Agarwal, Business by occupation, Hindu by faith, Indian by Nationality, residing at Gurung Busti, Post Office & Police-Station Pradhan Nagar, Siliguri-734003, District Darjeeling -hereinafter called the "VENDOR", which expressions shall unless excluded by or repugnant to the subject or context mean and include his legal heirs, executors, representatives and assigns of the OTHER PART.

WHEREAS: one Smt. Chandrawati Devi Alias Chandrapati Devi, wife of Shyamlal Agarwal was the registered owner of a piece of land measuring 9 Kathas 11.68 Chatak appertaining to RS Plot No. 560 recorded under RS Khatian No. 577 under Mouza Siliguri, JL No. 110, Post Office & Police Station Pradhan Nagar, District Darjeeling vide deed of sale being no. 4643 for the year 1981 in Book No. I, Volume No. 94, Pages 71 to 76 duly registered in the office of the Sub-Registrar, Siliguri, duly executed by Uma Dutta Agarwala, son of Purakh Chand Agarwala having permanent, heritable and transferable right, title & interest therein free from all encumbrances and charges whatsoever.

AND WHEREAS : Smt. Chandrapati Devi, wife of Shyamlal Agarwal out of the said total land measuring 09 Kathas 11.68 Chatak gifted land measuring 06(six) Kathas to her son Sri Pawan Agarwal, the Vendor of these presents, appertaining to and forming part of RS Plot No. 560 recorded under RS Khatian No. 577 under Mouza Siliguri, Pargana Baikunthapur, Post Office & Police Station Pradhan Nagar, Siliguri-734003, District Darjeeling more particularly described in the schedule hereunder by virtue of gift deed being no. 403 for the year 2002 in Book No. I, Volume No. 9, Pages 375 to 380, registered at the office of the Additional District Sub-Registrar, Siliguri and since then the Vendor is the absolute owner, having permanent, heritable and transferable right, title & interest therein free from all encumbrances and charges whatsoever and as such the present Vendor has been possessing, enjoying, and occupying the same as sole, absolute and exclusive owner till the date of these present.

**AND WHEREAS:** in the manner aforesaid, the vendor become absolute owner-in possession of said land measuring 06(six) Kathas having absolute rights, titles and interest thereon and every part thereof and he is in khas and physical possession of said land free from all encumbrances, mortgages, liens, lispendences, charges, claims and demands having permanent, transferable and heritable rights and interest thereon and every part thereof and the Vendor made Mutation of said land measuring 6 kathas in his name vide mutation Case No. IX-II/383 OF 2002 in the office of the B.L & L.R.O. Siliguri Block, Siliguri.

**AND WHEREAS :** the aforesaid Vendor out of the said total land measuring 6(six) Kathas, sold land measuring 03 Kathas to the purchaser for valuable consideration through registered Deed of Conveyance being no. 379 for the year 2017 registered at the office of the Additional District Sub-Registrar, Siliguri-I.

**AND WHEREAS** Vendor being in need of money for acquiring more profitable properties has offered to sell the remaining land measuring 03(three) Kathas, described fully in the schedule herein below and hereinafter referred as the said land, for total consideration of Rs. 37,00,000/- (Rupees Thirty seven lakhs) only free from all encumbrances & charges whatsoever considering the same as highest market value prevailing at present.

**AND WHEREAS** the purchaser require suitable land for its business or other purposes has accepted the said offer of the Vendor and has offered and agreed to purchase the said land measuring 03 Kathas more fully described in the schedule hereunder for total consideration of Rs. 37,00,000/- (Rupees thirty-seven lakhs) only, free from all encumbrances whatsoever.



*Sum Agard*

**AND WHEREAS:** in pursuance of said offer and acceptance, the purchaser has agreed and accepted to purchase the said land for said sum and the Vendor has agreed to sell the said land to the purchaser for said consideration.

**NOW THIS INDENTURE OF SALE WITNESSETH** that in pursuance of the said offer and acceptance and in consideration of the sum of Rs. 37,00,000/- (Rupees Thirty Seven lakhs) only, paid by the purchaser to the Vendor, the receipt whereof the Vendor do hereby acknowledge and admit and grant full discharge to the purchaser from the payment thereof, the said vendor doth hereby grant, convey, transfer, sell and absolutely assigns to the said purchaser free from all encumbrances, charges, claims and demands whatsoever ALL THAT piece or parcel of land described in the schedule hereunder AND ALL the right, title, interest, claims, and demands, whatsoever of the vendor into or upon the said land hereby transferred and every part thereof together with all ways, passages, drains, watercourses with the benefits of all rights, liberties, easements, appendages, appurtenances belonging to and other facilities thereof and therein **TO HAVE AND HOLD** the same unto the purchaser absolutely and forever free from all encumbrances WHATSOEVER AND the vendor has handed over the physical and vacant possession of said land to the purchaser with the execution of these presents.

The Vendor doth hereby covenant with the purchaser that the interest which the Vendor professes to transfer that subsists and the vendor has full power and authority to transfer the said land to the purchaser in the manner aforesaid and the Vendor or any person claiming under him shall and will from time to time at all times hereafter at the request and cost of the purchaser do and execute all such deeds and matters and things whatsoever for further and more effectually assuring the title, enjoyment and possession of the purchaser thereof and therein as shall and may be required and permitted.

*Handwritten signature*

It is further covenanted by the vendor that the said land forming part of the subject matter of these presents is free from all encumbrances and defects in title and the same has been in absolute, uninterrupted, continuous possession and enjoyment of the Vendor ever since the said land has been acquired by the Vendor in the manner aforesaid and that there exists no charges, mortgages, attachments or any other encumbrances whatsoever on the said land or any part thereof and if it transpires otherwise then the Vendor shall be liable to make good the same and refund the full or part consideration money as the case may be with interest thereon prevailing at that time to the purchaser and the Vendor shall indemnify and keep indemnified the purchaser from the same.

The Vendor further covenants that all rent and taxes etc. or any other public charges payable for the said land hereby transferred have been paid and all other conditions required to be observed and performed in relation to the said land have been observed and performed and that the said land is not subject to acquisition or requisition by the Government and/or any authority and that recitals made herein are true and in case it transpires otherwise then the vendor shall indemnify the purchaser from the same and for any loss resulting thereof and he shall also compensate the purchaser for the loss or injury suffered by the purchaser there from.

The Vendor further declares that the entire land forming part of the present conveyance are in khas and actual possession of the Vendor at the date of these presents. If for any defect to title or for any act done or suffered to be done by these presents the Purchaser are deprived of possession or enjoyment of the property hereby transferred or expressed or intended, so to be these presents or 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 at the rate of 24% per annum from the date of such deprivation or dispossession and shall also be liable for adequate compensation for any loss or injury attending thereto to be sustained by the Purchaser.

The Vendor doth hereby further declare and agree that he has not entered into any binding contract with any other person whatsoever to sell or to transfer otherwise the said land conveyed by these presents or intended so to be or any part thereof and that there subsists no such contract of sale or transfer existing with respect to the aforesaid land or any part thereof at the date of these presents or if any of the recitals made herein are proved to be false the Vendor shall be liable to be dealt with according to law both Civil and Criminal as the case may be for false recitals made therein and shall also be liable to pay adequate compensation to the Purchaser for the loss or injury to be sustained by the Purchaser in consequence thereof.

**SCHEDULE OF THE SOLD LAND ABOVE REFERRED TO :**

ALL that piece or parcel of Vacant homestead land measuring 03 (Three) Kathas appertaining to and forming part of RS Plot No. 560, recorded in RS Khatian No. 577, J.L.No. 110 situate at Mouza Siliguri, Pargana Baikunthapur, Post Office & Police-Station Pradhan Nagar, District Darjeeling within Ward no. III of Siliguri Municipal Corporation, Siliguri. The proportional rent for the demised Plot of land is payable to the landlord, the State of West Bengal represented through B.L & L.R.O. Siliguri and described and delineated in the map marked with red border annexed herewith forming part of these presents. Land Use ROR Bastu and Proposed Bastu.

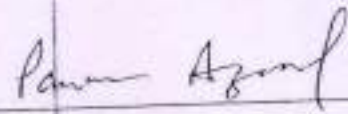
The said plot of land mentioned above is butted and bounded as follows :

By NORTH : Land of Purchaser;  
By SOUTH : Land of D.B.Lama,  
By EAST : Land of Purchaser; and  
By WEST : Land of Chandrapati Devi.

IN WITNESSES WHEREOF THE VENDOR IN GOOD HEALTH AND CONSCIOUS MIND  
HAS PUT HIS SIGNATURE AND SEALS ON THIS DEED OF SALE ON THE DAY, MONTH  
AND YEAR FIRST ABOVE WRITTEN.

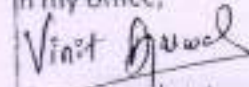
WITNESSES:

1. Makhan ch. Sarkar.  
S/o late Nitai ch. Sarkar.  
277 H.C. Road, Siliguri  
P.O - Siliguri 734001  
Dist - Darjeeling.
  
2. Sanjit Shil  
S/o Sadhan Shil  
Siliguri - 734001



Signature of Vendor

Drafted by me & typed  
in my office,



(Vinat Agarwal)

Advocate/Siliguri

Enrolment No. F/1074/08

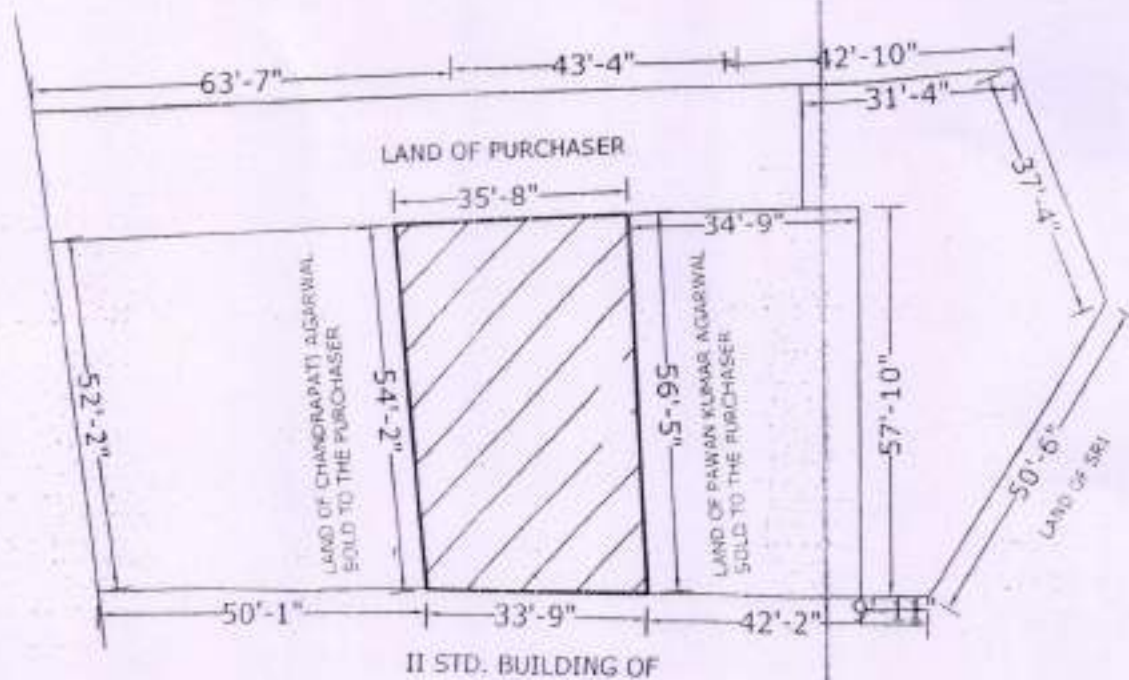


NAME OF THE PURCHASER:-  
 VIZAG POLY PACKAGING PVT. LTD.  
 REGISTERED OFFICE AT  
 SILIGURI,  
 REPRESENTED BY ONE OF ITS DIRECTOR  
 SMT. AMBIKA AGARWAL  
 W/O. SRI RAJESH AGARWAL  
 OF PUNJABIPARA, SILIGURI,  
 P.S. SILIGURI, DIST. DARJEELING.

NAME OF THE VENDORS:-  
 SRI PAWAN KUMAR AGARWAL  
 S/O. LATE SHYAMLAL AGARWAL  
 OF PRADHAN NAGAR,  
 P.S. PRADHAN NAGAR,  
 DIST. DARJEELING.



PART TRACE MAP OF MOUZA SILIGURI, I.L. NO. 110(88),  
 SHEET NO. 2, P.S. PRADHAN NAGAR,  
 DIST. DARJEELING. PROPOSED PLOT SHOWN



**LAND SCHEDULE:-**

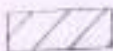
MOUZA :- SILIGURI  
 J.L. NO. :- 110(88)  
 SHEET NO. :- 2  
 KHATIAN NO. :- 577  
 PLOT NO. :- 560  
 POLICE STN. :- PRADHAN NAGAR  
 DIST. :- DARJEELING

**AREA :- 3.00 KATHA**

SITE PLAN.

SCALE :- 1" = 30'

PROPOSED PLOT SHOWN.







*Pawan Agarwal*

SIGNATURE OF THE VENDOR.  
 DRAWN BY












*[Signature]*  
 A. No. 199.2.17  
 (SURVEYOR)  
 A. No. 385  
 Shusipally, S.

EXECUTANT SHEET

		Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
 <i>Pawan Aggarwal</i> <i>Pawan Aggarwal</i>	Left Hand					
	Right Hand					

*Pawan Aggarwal*  
Signature with date

CLAIMANT SHEET

		Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
 <i>Ambika Aggarwal</i>	Left Hand					
	Right Hand					

*Ambika Aggarwal*  
Signature with date



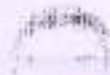
आयकर विभाग  
INCOME TAX DEPARTMENT

PAWAN AGARWAL  
SHYAMLAL AGARWAL  
58/11/1982  
AFHPA3417P

*igned*

*Pawan Agarwal*

भारत सरकार  
GOVT. OF INDIA





Ambika Agarwal



## Major Information of the Deed



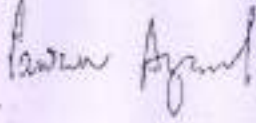


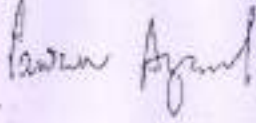


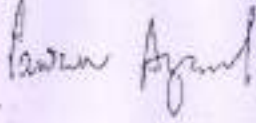
Deed No.	I-0402-00388/2017	Date of Registration	03/03/2017
Query No./Year	0402-0000255317/2017	Office where deed is registered	
Query Date	27/02/2017 2:20:38 PM	A.D.S.R. SILIGURI, District. Darjeeling	
Applicant Name, Address & Other Details	VINIT AGARWAL 277, HILL CART ROAD, Thana : Siliguri, District : Darjeeling, WEST BENGAL, PIN - 734001, Mobile No. : 9832065666, Status : Advocate		
Transaction	Additional Transaction		
[0101] Sale, Sale Document	[4305] Other than Immovable Property, Declaration [No of Declaration : 2]		
Set Forth Value	Market Value		
Rs. 37,00,000/-	Rs. 51,00,000/-		
Stamp duty Paid (SD)	Registration Fee Paid		
Rs. 3,57,020/- (Article:23)	Rs. 56,103/- (Article:A(1), E)		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assesment slip (Urban area)		

### Land Details :

District: Darjeeling, P.S. - Pradhan Nagar, Municipality: SILIGURI MC, Road: PRADHAN NAGAR WARD NO.3, Road Zone : (From Nivedita Road -- Baghajatin Road) , Mouza: Siliguri

Sch No.	Plot Number	Khatian Number	Land Use Proposed	Land Use RCR	Area of Land	Set Forth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-560	RS-577	Bastu	Bastu	3 Katha	37,00,000/-	51,00,000/-	Width of Approach Road: 4 Ft.
<b>Grand Total :</b>					<b>4.95Dec</b>	<b>37,00,000 /-</b>	<b>51,00,000 /-</b>	

### Seller Details :

Sl No.	Name, Address, Photo, Finger print and Signature												
1	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 35%;">Name</th> <th style="width: 15%;">Photo</th> <th style="width: 15%;">Finger print</th> <th style="width: 35%;">Signature</th> </tr> </thead> <tbody> <tr> <td> <b>Shri PAWAN AGARWAL (Presentant)</b>                      Son of Late SHYAMLAL AGARWAL                      Executed by: Self, Date of Execution: 03/03/2017                      , Admitted by: Self, Date of Admission: 03/03/2017 ,Place : Office                 </td> <td style="text-align: center;"></td> <td style="text-align: center;"></td> <td style="text-align: center;"></td> </tr> <tr> <td style="text-align: center;">03/03/2017</td> <td style="text-align: center;">LTI</td> <td style="text-align: center;">03/03/2017</td> <td style="text-align: center;">03/03/2017</td> </tr> </tbody> </table> <p>GURUNG BASTY, P.O:- PRADHAN NAGAR, P.S:- Pradhan Nagar, Siliguri Mc, District:-Darjeeling, West Bengal, India, PIN - 734003 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:AFHPA3417PStatus :Individual</p>	Name	Photo	Finger print	Signature	<b>Shri PAWAN AGARWAL (Presentant)</b> Son of Late SHYAMLAL AGARWAL Executed by: Self, Date of Execution: 03/03/2017 , Admitted by: Self, Date of Admission: 03/03/2017 ,Place : Office				03/03/2017	LTI	03/03/2017	03/03/2017
Name	Photo	Finger print	Signature										
<b>Shri PAWAN AGARWAL (Presentant)</b> Son of Late SHYAMLAL AGARWAL Executed by: Self, Date of Execution: 03/03/2017 , Admitted by: Self, Date of Admission: 03/03/2017 ,Place : Office													
03/03/2017	LTI	03/03/2017	03/03/2017										

### Buyer Details :

Sl No.	Name, Address, Photo, Finger print and Signature
1	<b>VIZAG POLY PACKAGING PRIVATE LIMITED</b> SEVOKE ROAD, P.O - SILIGURI, P.S- Siliguri, Siliguri Mc, District:-Darjeeling, West Bengal, India, PIN - 734001 PAN No.:AABCV5704EStatus :Organization



**Representative Details :**

Sl No	Name Address, Photo, Finger print and Signature
1	<b>Smt AMBIKA AGARWAL</b> Wife of Shri RAJESH KUMAR AGARWAL GURU NANAK SARANI, P.O:- SILIGURI, P.S:- Siliguri, Siliguri Mc, District:-Darjeeling, West Bengal, India, PIN - 734001, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, Status : Representative, Representative of : VIZAG POLY PACKAGING PRIVATE LIMITED (as DIRECTOR)

**Identifier Details :**

Name & address	Identifier
Shri MAKHAN CHANDRA SARKAR Son of Late NITAI CHANDRA SARKAR 277, HILL CART ROAD, P.O:- SILIGURI, P.S:- Siliguri, Siliguri Mc, District:-Darjeeling, West Bengal, India, PIN - 734001 Sex: Male, By Caste: Hindu, Occupation: Law Clerk, Citizen of: India, Identifier Of Shri PAWAN AGARWAL	03/03/2017
Makhan Ch. Sarkar	

Endorsement For Deed Number : I - 040200388 / 2017

On 27-02-2017

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 51,00,000/-

*Acharya*

Amitabha Acharya  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. SILIGURI  
Darjeeling, West Bengal

On 03-03-2017

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 2 of Indian Stamp Act 1899.

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

Presented for registration at 12.06 hrs on 03-03-2017, at the Office of the A.D.S.R. SILIGURI by Shri PAWAN AGARWAL, Executant



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

Execution is admitted on 03/03/2017 by Shri PAWAN AGARWAL, Son of Late SHYAMLAL AGARWAL, GURUNG BASTY, P.O: PRADHAN NAGAR, Thana: Pradhan Nagar, City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734003, by caste Hindu, by Profession Business

Indetified by Shri MAKHAN CHANDRA SARKAR, , Son of Late NITAI CHANDRA SARKAR, 277, HILL CART ROAD, P.O: SILIGURI, Thana: Siliguri, City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734001, by caste Hindu, by profession Law Clerk

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 56,103/- ( A(1) = Rs 56,089/- ,E = Rs 14/- ) and Registration Fees paid by Cash Rs 0/-, by online = Rs 56,103/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 02/03/2017 11:14AM with Govt. Ref. No: 192016170048248891 on 02-03-2017, Amount Rs: 56,103/-,  
Bank: State Bank of India ( SBIN0000001), Ref. No. IK00CPMVD7 on 02-03-2017, Head of Account 0030-03-104-001-16

**Payment of Stamp Duty**

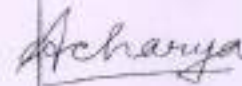
Certified that required Stamp Duty payable for this document is Rs. 3,57,020/- and Stamp Duty paid by Stamp Rs 5,000/-, by online = Rs 3,52,020/-

**Description of Stamp**

1. Stamp: Type: Court Fees, Amount: Rs 10/-

2. Stamp: Type: Impressed, Serial no 486, Amount: Rs 5,000/-, Date of Purchase: 07/09/2016, Vendor name: T Ray  
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

Online on 02/03/2017 11:14AM with Govt. Ref. No: 192016170048248891 on 02-03-2017, Amount Rs. 3,52,020/-,  
Bank: State Bank of India ( SBIN0000001), Ref. No. IK00CPMVD7 on 02-03-2017, Head of Account 0030-02-103-003-02



**Amitabha Acharya**  
**ADDITIONAL DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE A.D.S.R. SILIGURI**  
**Darjeeling, West Bengal**

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 0402-2017, Page from 9243 to 9260  
being No 040200388 for the year 2017.



*Acharya*

Digitally signed by AMITABHA  
ACHARYA  
Date: 2017.03.03 18:28:34 +05:30  
Reason: Digital Signing of Deed.

(Amitabha Acharya) 03-03-2017 18:28:33  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. SILIGURI  
West Bengal.

(This document is digitally signed.)