

750

7051 1000Rs.



Under rule 21 duly stamped (or exempt
 or included in A. No. 209 23
 Fee Paid - N 209 00

Jagdish Prasad

DEED OF CONVEYANCE

Consideration
 Rs. 19500.00

Area
 0.04 Acre

Khatian
 1461

THIS INDENTURE is made on this the 27th day of
August 1991 between SHRI JAGDISH PRASAD
 BHURAL Alias SHRI JAGDISH PRASAD AGRAWA-L
 son of Late Pokermal Bhupal, Hindu by faith
 businessman by occupation, resident of Dr.
 Kalinath Road, Khalpara, Siliguri within
 Siliguri P.S. in the district of Darjeeling
 (here inafter called the 'VENDOR' or 'THE SELLER'
 which expression shall mean and include unless
 excluded by or repugnant to the context his he-
 heirs, executors, administrators, representa-
 tives, transferees and assigns)

OF ONE PART.

contd.....2.

No. 1669 Date 24/8/91
Sold to S. N. Agarwal
of Siliguri



Presented for registration at one thousand on
day of 11-30 of the month
27th Sub. August 1991
by Jogadish Prasad Sub-Registrar
Siliguri
No. 7454 Sub-Registry
Cited by the Registrar of Siliguri
Signature of presentant.

Handwritten signature in red ink.

Jogadish Prasad Agarwal
Sub-Registrar
7454
Jogadish Prasad Agarwal
Sub-Registrar
Siliguri



7454

Jogadish Prasad Agarwal

Handwritten signature in red ink.

Execution is admitted by AR 7454 of CD, of
this 27th of August 1991
by verification
Signature of AR Jogadish Prasad
Siliguri

27/8/91
(P. D. Agarwal)
SILIGURI

Sub-Registrar
Siliguri



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AND

Shri
 SHRI SHEV KUMAR BHUPAL, ^{alias Agrawal} son of Late Mul Chand Agrawal and
 SHRI SUSHIL KUMAR BHUPAL, ^{alias Agrawal} son of Late Mahabir Prasad Bhupal
 both Hindus by faith, businessmen by occupation, resident of
 Station Road, Siliguri, within Siliguri P.S. in the
 district of Darjeeling (herein-after called 'THE VENDOR' or
 'THE PURCHASER' ↓ which expression shall mean and include
 unless excluded by or repugnant to the context heir, heir,
 executors, administrators, transferees, representatives and
 Assigns) of OTHER PART.

WHEREAS the vendor has purchased a piece of homestead land from Shri Babulal Agrawal son of Late Jugal Kishore Agrawal, Khalpara, Siliguri, measuring 0.08 Acre by a deed of Conveyance being No. 1-2865 for the year 1970 registered with Sub-Registrar, Siliguri on 3.6.70, Mutation has been allowed vide M.C. No. 501 (Part II) of 78-79 by Circle Inspector, L.R. Siliguri

contd... ..3.

Jagdish Prasad
Siliguri

No. 1670 Date 24/9/1967

Sold to S. K. Agarwal

of Siliguri

Value Rs. (Rupees) 100/-

Stamp Vendor
S. K. Office
Siliguri



1670/1967



*Jagdish Prasad
Bhatnagar*

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1-1-1991

Out of said 0.08 acre the vendor sold to the vendee half of the said land i.e. 0.04 acre vide Deed of Conveyance executed by the Vendor on ~~26.11.1990~~ 31.7.1990 being registration No. I-7426 registered with Sub-Registrar, Siliguri on 26.11.1990 and remaining half portion of the said land is in absolute and khas possession of the vendor since the date of purchase and the vendor has full and permanent heritable and transferable right title and interest therein and has been possessing and enjoying the same free from all encumbrances, whatsoever without any interruption from any body.

contd.....3.

851002

No. 1671 Date 24/8/21

Sold to S. K. Agarwal

of Siliguri

Value 200 (Rupees) 200/00/-

Stamp Vendor
S. R. Office
Siliguri

STAMP



Sub-Registrar
Siliguri

16864

262 200Rs.



*Jegadish prasad
- Bhupal*

AND WHEREAS the vendor being in need of money for the purpose of development of his business or for other purposes best known to him, the vendor has decided to sale the remaining half portion of 0.08 Acre plot to the vendee Shri Shiv Kumar Bhupal and Shri Sushil Kumar Bhupal.

AND WHEREAS the land of the vendor is most suitable to the vendees as the same is adjacent to their business land and as such the vendees expressed their willingness to purchase the remaining 0.04 Acre of whole plot measuring 0.08 acre as stated above, morefully described in the Schedule here in below for a consideration of Rs.19500.00 being fair and reasonable price for the said portion of the land free from all encumberances whatsoever.

contd....5.

No. 1672 Date 24/8/91

Sold to S. K. Agrawal

of

Value 2000 (Rupees)

Stamp Vendor
S. R. Office
Elligudi



27/8/91



263

50 Rs.



Jagdish Prasad
- Shilpi -

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AND WHEREAS the vendees' said proposal is being found just and reasonable, the vendor has agreed to sell the said land measuring 0.04 acre more fully described in the Schedule below at or for the said price of Rs.19500.00 only free from all encumbrances whatsoever and the said land is hereby transferred in the manner hereinafter appended hereinbelow.

NOW THIS INDENTURE WITNESSETH AS UNDER:-

1. IN PURSUANCE of aforesaid offer and acceptance and also in consideration of Rs.19500.00 paid in cash by vendees to the vendor in presence of witnesses, the receipt whereof the vendor does hereby acknowledge and grant full discharge to the vendees from the payment thereof, the vendor does hereby grant, convey, sale, assign and transfer unto the vendees together with all rights, liberties, privileges, easements, appendages to or in any way appertaining and/or attached to the said land as the absolute estate free from all encumbrances and all the rights, titles, interests of the vendor into or upon the land, more fully described in the Schedule given hereinbelow measuring 0.04 acre hereby conveyed, sold, expressed or intended

contd..... 5.

No. 4672 Date 24/8/91

Sold to S. K. Agastya

of Siliguri

Value 507 (Rupees) Fifty

Stamp Vendor
S R Office
Siliguri

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[Handwritten signature]
24/8/91

Jagdish Prasad - 18/1/51

so to be to have and to hold the same subject to the payment of Rent (Khasjans) to the Superior Landlord at present the State of West Bengal.

2. The vendor hereby covenants with the vendees that he is absolute owner of the property hereby sold and has all the power to sell the same. The vendor shall be ready at all times hereafter at the request of the vendees to execute all such acts, deeds and things whatsoever necessary or required for further and more effectually securing the enjoyment and possession of the vendees thereof and therein as shall and may be required at the cost of the vendor.

3. The vendor hereby covenants with the vendees that the said land, more fully described in the schedule below, will be quietly entered into and upon and hold and enjoyed and rents and profits received therefrom by the vendees without any interruption or disturbances by the vendor or any one else claiming through or under him without any lawful disturbance or interruption by any other person whatsoever he/she may be.

4. The vendor hereby covenants with the vendee that he had done no act whereby the property hereby sold is encumbered or whereby he is debarred from transferring it to the vendee.

5. It is categorically declared by the vendor that the land sold, transferred to the vendee by virtue of this conveyance is free from all encumbrances and the vendor has not surrendered any right and no right or interest has ever been forfeited and there exists no charge, mortgage, hypothecation, attachment or any other encumbrances, liability, whatsoever upon the scheduled property hereby transferred, expressed or intended so to be or any part

Jagdish Prasad - B.L.P.

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thereof at the date of these presents and in the event of discovery of any charge, mortgage, attachment or any other encumbrances, the vendor shall be liable to compensate the vendee for the loss, damage that the vendee may sustain in consequence thereof.

6. The vendor hereby covenants with the vendee that the interest which is hereby transferred to the vendee subsists and that he has power to sell the same and competent to transfer it.

7. The vendor shall support and assist for any application made by the vendee for mutation of name of the property hereby sold and will at the cost of the person requiring the same do all that he may be required to do for obtaining mutation in favour of the purchaser.

8. It is further declared that the vendor has not transferred or entered into any binding contract with any other person to sale or to transfer otherwise the property hereby conveyed by these presents or any part thereof and there exists no such contract or agreement at the date of these presents.

9. It is also declared that the land sold and transferred hereby to the vendee is not acquired by the government nor any notification to this effect was ever issued by the government under any scheme or plan and the vendor has also observed and performed all the formalities in relation to the said transfer as required under the various laws of the land. In case it transpires otherwise, the vendor shall be liable to indemnify the vendee for any loss, injury resulting from any such non-payment non-performance and non-observance.

contd.....8.

contd.....9.

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14. It is also declared that if any of the recitals made hereby are proved to be false, the vendor shall be liable to indemnify the vendee adequately for the loss or injury to be sustained by the vendee in consequence thereof.

SCHEDULE OF THE LAND SOLD

ALL THAT piece or parcel of homestead land measuring 0.04 acre covered under Conveyance Deed No. I-2865 of 1970 registered with Sub-Registrar, Siliguri, situated at Station Feeder Road, Siliguri, within Siliguri P.S. being Khatian No. 1461 plot No. 3361 J.L. No. 110 Touzi No. 3 (j) is butted and bounded as under:-

- North: Station Feeder Road
- South: Land of the Vendee herein.
- East: Government Housing Estate.
- West: Land of vendees herein.

For details of the Land Conveyance Deed being No. I-2865 of 1970 may be referred to.

IN WITNESSS whereof the vendor hereto has put his hand on the day, month and year first above written.

Witnesses:

1. Sankar Kumar Agarwal
S/o Late Jhotalal Agarwal
(Chaitany, Sibpur)
2. Alok Kumar Dalmia
S/o Shri P. D. Dalmia
an
Khalpara, Siliguri.

Jagdish Prasad Bhupal
(JAGDISH PRASAD BHUPAL)

Drafted by me and read over to the parties hereto. Typed in my office.

AD 27/8/91
(P. D. DALMIA)
Advocate,
Siliguri.



16.8.72
27-8-91

Sub-Registrar
Sub-Registrar
SILIGURI

26.11.96

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Volume No. 259
Page No. 4051
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