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Jagdish Prasad Agrawal

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210/80
Plotting

D E E D O F C O N V E Y A N C E

THIS INDENTURE is made on this the 31st day of JULY 1990 between SHRI JAGDISH PRASAD BHUPAL alias SHRI JAGDISH PRASAD AGRAWAL son of Late Pokarnal Bhupal Hindu by faith, businessman by occupation, resident of Dr. Kalinath Road, Khalpara, Siliguri within Siliguri P. S. in the district of Darjeeling (Hereinafter called the 'VENDOR' or the 'SELLER') ~~which~~ which expression shall mean and include unless excluded by or repugnant to the context his heirs, executors, administrators, representatives, transferees and assigns) of O N E P A R T.

contd....2.

CONSIDERATION
 Rs. 19500/-

Area 2.04
 Khatian: 1461
 Plot No: 3361

2690

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Jagdish Prasad Agarwal

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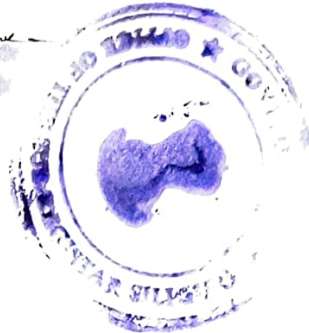
Chikmagalur

26th day of Nov 12/80

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Jagdish Prasad Agarwal



Jagdish Prasad Agarwal

Registrar
CHIKMAGALUR

8797

Jagdish Prasad Bhupal
@ Jagdish Prasad Agarwal

Jagdish Prasad Agarwal

Attd. to Karamat Bhupal
Khal Porca

Handwritten signature in blue ink.

P. J. Dalmia

Chikmagalur

Handwritten signature in blue ink.

P. J. Dalmia

2611190

P. J. Dalmia, A.
Advocate

Registrar
CHIKMAGALUR



- 2 -

A N D

SHRI SHIV KUMAR BHUPAL son of Late Mul Chand Agrawal and
 SHRI SUKHIL KUMAR BHUPAL son of Late Mahabir Prasad Bhupal
 both Hindus by faith, businessmen by occupation, resident of
 Station Feeder Road, Siliguri, within Siliguri P. S. in the
 district of Darjeeling (hereinafter called 'THE VENDEE' or
 'THE PURCHASER' which expression shall mean and include
 unless excluded by or repugnant to the context their heirs,
 executors, administrators, transferees, representatives and
 assings) of O T H E R P A R T.

WHEREAS The vendor had 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 Covenyance being No. I-2865 for the year 1970
 registered with the Sub-Registrar, Siliguri on 3.6.1970. Mutation
 has been allowed Vide M.C. No.501(Part II) of 78.79 by
 Circle Inspector/L.R., Siliguri. Since the date of purchase,
 the vendor is in absolute and Khas possession of the said
 land 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.

J. S. Prasad
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Jagadish Prasad Agarwal

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- 3 -

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 a portion of the said property and accordingly appoached the vendees 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 0.04 Acre of whole plot measuring 0.08 Acre morefully described in the Schedule herein below for a consideration of Rs. 19,500.00 being fair and reasonable price for the said portion of the land free from all encumberances whatsoever.

contd.....4.

Jagdish Prasad
Agarwal

269 31.9.70
Jagadish Prasad Agarwala
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Susohini

Sesames



Registrar
SILIGURI



*Jagdish Prasad
Sanyal*

- 4 -

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 described in the Schedule below at or for the said price of Rs. 19,500.00 only free from all encumbrance whatsoever and the said land is hereby transferred in the manner hereinafter appended herei nbelow.

NOW THIS INDENTURE WITNESSETH AS UNDER:-

1. IN PURSUANCE of aforesaid offer and acceptance and also in consideration of Rs. 19,500.00 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, morefully described in the Schedule given hereinbelow measuring 0.04 acre hereby conveyed, sold, expressed or intended so to be to have and to hold the same subject to the payment of Rent (Khajana) to the Superior Landlord at present the State of West Bengal.

contd.....5.

2692 31.3.90
Jagdish Prasad Agarwal

2007 (Date) 10/10/10

Dr. Jagan
A. J. 0107





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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 accruing 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, morefully 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 ~~by~~ with the vendee that he had done no act whereby the property hereby sold is encumbered of whereby she 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, contd...6.

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Jagdish Prasad Agarwal
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50 (Total) 7150

~~5000~~

Stamp
Rs - 1000/-
" - 500/-
" - 200/-
" - 200/-
" - 50/-

1950/-



Jagdish Prasad
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hypothecation, attachment or any other encumbrances, liability, whatsoever upon the scheduled property hereby transferred, expressed or intended so to be or any part 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 vendees for any loss injury resulting from any such non-payment, non-performance and non-observance.

10. In case the vendees are deprived of the whole or any part of the property hereby sold and transferred by reason of any defect found in the title of the vendor or of any encumbrances or charge on him or on the property, which this sale is subject, the vendor will, pay to the vendee by way of damages the whole amount of the sale price or such part of

Jagdish Prasad
Jagdish
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it as shall bear the same proportion to ~~the~~ whole as such part of the property shall to the whole property, as the case may be, with interest at the rate of 24% per annum from the date of the vendees dispossession and that the liabilities of the vendor under his implied covenant for title will not extend any further.

11. The vendor has no objection if the vendees use the land property transferred hereunder for any purpose including residential and/or for any other business, industry, factory, godown etc. as the vendees decide and think fit and proper in their best interest and utilisation of the property as provided under the laws of the land.

12. The vendor further covenants that all rents, Khajana, Panchayat Tax, Municipal Tax and public charges payable for the property hereby transferred or expressed or intended so to be that has accrued, due upto the date of these presents have been paid and all other covenants and conditions required to be observed and performed by the vendor in relation to the said land have been observed and performed.

13. It is hereby declared by the vendor that the property sold and transferred hereby belongs to the vendor wholly and absolutely and there is no other claimant for the said property. The vendor further declares that he is the person competent to contract, sale and transfer the property which is in his Khas possession since the date of purchase and also on the date of these presents.

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 out of total 0.08 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: Balance land of 0.04 acre of the vendor under the said Conveyance Deed I-2865 of 1970
- South: Land of the vendees herein
- East: Government Housing Estate
- West: Land of the Vendees herein.

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

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

Witnesses:

1. Vivek Ramana Sharma.
S/o, Sri Shiv Prasad Sharma.
Gariya gally, Siliguri.

Jagdish Prasad Bhupal
 (JAGDISH PRASAD BHUPAL)

2.

P.D.
 31/7/40
 (P. D. DALMI A)
 Advocate
 Siliguri.

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

P.D.
 31/7/40
 (P. D. DALMI A)
 Advocate
 Siliguri.

16.10.95

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SECRET

REGISTERED



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 being No. 7426
 for the year 2000



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V E N D O R :

SHRI JAGDISH PRASAD BHUPAL

V E N D E E

SHRI SHIV KUMAR BHUPAL

SHRI SUSHIL KUMAR BHUPAL

Area: 0.04 ^{Acres}
Khatian No.1461
Plot No.3361
J.L. No.110
Touzi 3 (Ja)
Consideration: Rs.19500.00

Drafted by:

P.D. Dalmia, Advocate,
Dr. Kalinath Road,
Khalpara, Siliguri-5
Hollo: 24083 (C)
26429 (R)
