

8241

17563

30 Rs.



Stamp: For a stamp free of charge under the Indian Stamp Act, 1899. P.A.D.A.

REGISTRAR

Handwritten notes in red and black ink: 55, 55, 12/12/87, 58.00, 121 55, 180, N 56=80.

Handwritten signatures and names: Jagdish Prasad Bhupal, Shri Shiv Kumar Bhupal, Shiv Kumar Bhupal.

D E E D O F R E L E A S E
(Cum- DECLARATION)

THIS INDENTURE is made on this the 28th day of OCTOBER 1987, between (1) SHRI JAGDISH PRASAD BHUPAL son of Late Mal Bhupal, Hindu by religion, businessman by occupation, resident of Dr. Kalinatha Road, Khalpara, Siliguri, within Siliguri P.S. in the district of Darjeeling (hereinafter called the 'FIRST PARTY') of ONE PART, (2) SMT. BHAGWAN DEE DEBI AND SHRI SUSHIL KUMAR BHUPAL, respectively wife and son of Late Mahabir Prasad Bhupal, businesswoman and businessman by occupation, Hindus by religion, both residents of Station Feeder Road, Siliguri, within Siliguri P.S. in the district of Darjeeling (hereinafter jointly and severally called the 'SECOND PARTY') of the SECOND PART AND (3) SHRI SHIV KUMAR BHUPAL adopted son of Late Mulchand Bhupal (prior to adoption son of Late Mahabir Prasad Bhupal) businessman by occupation, Hindu by religion, resident of Station Feeder Road, Siliguri, within Siliguri P.S. in the district of Darjeeling (Hereinafter called the 'THIRD PARTY') of THIRD PART.

No 1512 Date 28/10/87

Sold to Jagdish Prasad Bhupal

of Siliguri

Value 30/- Rs. Thirty



Presented to: P.M. on the Gov. of West Bengal at the Sub-Registrar's Office, Siliguri

Jagdish Prasad Bhupal

Sub-Registrar
SILIGURI

[Handwritten signature in red ink]

8641

Jagdish Prasad Bhupal

8642

मगलाल कृष्ण

8643

Lustil Kumar Bhupal

8644

Shivram Agarwala

[Handwritten notes in red ink]

Sub-Registrar
SILIGURI

- 1) Jagdish Prasad Bhupal
- 2) Mr. Mahabub Khan
- 3) Mr. Chayawan Singh
- 4) Mr. Shivram Agarwala
- 5) Mr. Shivram Agarwala
- 6) Mr. Shivram Agarwala
- 7) Mr. Shivram Agarwala
- 8) Mr. Shivram Agarwala
- 9) Mr. Shivram Agarwala
- 10) Mr. Shivram Agarwala

[Handwritten notes in red ink]

Sub-Registrar
SILIGURI

28/10/87

WHEREAS Late Mahabir Prasad Bhupal and Sari Jagdish Prasad Bhupal are real brothers and Sari Jagdish Prasad Bhupal was minor in the year 1959 and Late Mahabir Prasad Bhupal was looking after the family affairs and business in the name of M/s Pokarnal Mahabir Prasad.

AND WHEREAS on 3rd September, 1959, Late Mahabir Prasad Bhupal purchased a piece of land, morefully described in the conveyance deed being No. L-2803 of 1959 volume No. 33 pages 292-296 registered with Sub-Registrar, Siliguri, and the schedule hereinbelow, in the names of Mahabir Prasad Bhupal and Jagdish Prasad Bhupal, the first party, from Late Megharaj Parasrampurua and Late Puranmal Parasrampurua both sons of Late Rameshwar Lal Parasrampurua, residing near Kalibari More, Hat Bazar, Siliguri, for a valuable consideration of Rs. 6,000.00 which represents his past savings.

AND WHEREAS the said Mahabir Prasad Bhupal expired in the year 1964.

AND WHEREAS after the death of Mahabir Prasad Bhupal, the first party has been looking after the affairs of the family as well as business and the said land is being used for the purpose of business under the name and style of M/s Pokarnal Mahabir Prasad of which (a) Sari Jagdish Prasad Bhupal, HUF, (b) Smt. Bhagwan Dei Debi, Manager of HUF and (c) Sari Shiv Kumar Bhupal were partners upto 5.9.87 and thereafter Smt. Bhagwan Dei Debi, ~~and~~ Manager of HUF and Sari Shiv Kumar Bhupal are partners of the said firm.

AND WHEREAS the first party is no more partner of the said firm nor he had invested any money from his personal income/gain and he does not like or intend to claim any right, interest or title in the Scheduled property for his personal gain or otherwise and the said property was purchased by Late Mahabir Prasad Bhupal for the business purpose.

Jagdish Prasad
Bhupal
22/9/87
Shiv Kumar Bhupal
Shiv Kumar Bhupal

Jagdish Prasad Bhupal
Smt. Bhagwan Dei Debi
Sushil Kumar Bhupal
Shivram Singh

AND WHEREAS the first party has no interest, claim on any part of the Scheduled property though in government records the Scheduled property stands in the name of Shri Jagdish Prasad Bhupal, Smt. Bhagwan Dei Debi and Shri Shiv Kumar Bhupal and Shri Sushil Kumar Bhupal.

AND WHEREAS the first party thought it fit to release, relinquish all his rights, titles, claims, interests directly or indirectly as reveals/appears in the papers, records in the Schedule property in favour of the Second and Third Party jointly and equally for their personal/family development/prosperity and the business of the firm M/s Pokarnal Mahabir Prasad.

NOW THIS INDENTURE WITNESSETH AS UNDER:-

1. That the first party hereby declares that he has no interest, claim, title, share whatsoever in the scheduled property and all the interest, claim, title whatsoever may be treated as released/relinquished/renounced in favour of (a) Smt. Bhagwan Dei Debi and Shri Sushil Kumar Bhupal respectively wife and son of Late Mahabir Prasad Bhupal and (b) Shri Shiv Kumar Bhupal (Adopted Son of Mulchand Bhupal and his wife Smt. Rachana Bhupal) in equal share to hold the same.

2. The second and third parties may step into the first party's shoes and have full right, authority and interest in the scheduled property and they are at liberty to use/utilise the scheduled property as they think fit and proper and they shall be quietly entered into and upon and hold and enjoyed and rents and profits received therefrom by the second and third parties without any interruption or disturbance by the first party or any one of his agents, representatives or any person claiming through or under him without any lawful disturbance or interruption by any other person whatsoever he may be.

Jagdish Prasad & Bluffs,
17/11/1977
Laksh Kumar Bhargava
Shiv Kumar Jaiswal

3. It is hereby declared that the scheduled property was/is always used for the business of M/s Pokarnal Mahabir Prasad, a partnership firm at Siliguri. The first party releases/relinquishes/renounces in favour of Second and Third parties all rights, claims, interest, liberties, privileges, easements, appendages, appertainances, whatsoever belonging thereof to or in any way appertaining and/or attached to the Scheduled property.

4. The first party shall support and assist for any application made by the second and third parties for mutation of names of the property hereby relinquished/released/renounced in place of the first party at the cost of the persons requiring the same do all that he may be required to do for obtaining mutation in favour of the second and third parties.

5. The first party has no objection if the second and third party use the land/property morefully described in the Scheduled hereinbelow, for any purpose including residential and/or for any other business, industry, factory, godown etc. as they think fit and proper. The second and third parties are at liberty to divide/earmark the Scheduled property as they mutually decide or agree and/or transfer the said property to any other person or persons as they think fit and proper in their own interest.

6. It is agreed by all the parties that all rents, Khajana, Municipal tax, Income tax, property tax, Wealth tax, other taxes, levies and other public charges payable for the property hereby released/relinquished/renounced in favour of the Second and third parties, accrued, due or payable, if any, shall be paid/deposited by the Second and third parties.

7. The terms 'first', 'second' and 'third' parties shall mean and unless excluded by or repugnant to the context be deemed to include their respective heirs, executors, administrator, representatives and assigns.

SCHEDULE

ALL THAT undivided half share/interest in the piece or parcel of land measuring about 2 Bighas 15 Cottas 10.66 Chattaks in Jote Kholaisingh, Praganna Baikunthpur, Taluka(Mouza) Dabgram, plot No. 3361 Khatian No. 2150 under Deed of Conveyance being No. 2803 of 1959, Book No. I, Volume 33 pages 292 to 296 registered with Sub-Registrar, Siliguri, 1st Mutation allowed vide M.C. No. 327 of 63-64 on 16.8.1964 and subsequent mutation case No. 15(Part I) of 78-79, Rent payable Rs. 4.00 annually, is butted and bounded as follows:-

North: Station Feeder Road.

South: Government Housing Estate.

East: Land of Shri Jagdish Prasad Bhupal @ Agrawal, First Party.

West: Land of Siliguri Hindi High School.

IN WITNESSES WHEREOF the parties hereto have put their respective hands on the day, month and year first above mentioned.

Witnesses:

- 1. P.D. Dalmia
28/10/65
(P.D. DALMIA)
S/o Late Laxman Dalmia
Siliguri
- 2. Sahib K. Chakravarty
S/o L. Anand Bhushan
Chakravarty
Siliguri

- Jagdish Prasad Bhupal
(JAGDISH PRASAD BHUPAL)
जगदीश प्रसाद भूपाल
- (SHY. BHAGWAN DEVI DEBI)
Sushil Kumar Bhupal
- (SUSHIL KUMAR BHUPAL)
Shiv Kumar Bhupal
- (SHIV KUMAR BHUPAL)

Drafted by me. Typed in my office. Explained to the parties hereto in Hindi.

P.D. Dalmia
28/10/65
(P. D. DALMIA)
Advocate.



Sub-Registrar
Siliguri
11/2/87

Acts

Stamp
Signature

Signature
148
257
4563
Signature

