

DEED

CONVEYANCE

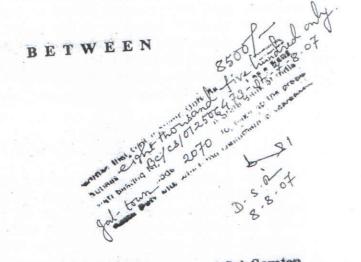
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This Indenture made this the Gtk day of ... August

Conveyance:
Consideration of:
Rs. 10,00,000/- only
Area: 13 Kathas
Or 0.214 acres
Pargana: Baikunthapur
Muoza: Dabgram.
R.S. Khatian No. 33/1.
Sheet No. 3.
Plot No. 55/211.
P.S. Bhaktinagar.
Dist. Jalpaiguri.
Under G. P.



1. SMT. KUNCHOK DOLMA BHUTIA Wife of Sri Samten
Bhutia 2. SRI SONAM TENZIN BHUTIA Son of Sri Dordee Bhutia
both Buddhist by religion (Citizen of India), Business by occupation,
residing at Salugara Bazar, Ward No. 42, P.O. Salugara, P.S. Bhaktinagar,
District Jalpaiguri here-in-after called the "P U R C H A S E R S" (Which
expression shall mean and include unless excluded by or repugnant to the
expression shall mean and include unless excluded by or representatives
context, their heirs, executors, successors, administrators, representatives
and assigns) of the ONE PART.

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# A N D

SRI KARMA GYARME LAMA @ LAMA KARMA Son of Late Pekar Lama @ Ngawang Paker Buddhist by religion (Clitzen of India), Priest by occupation residing at Salugara, Ward No. 42, P.O. Salugara, P.S. Bhaktinagar, District Jalpaiguri here-in-after called the "V E N D O R" Which expression shall mean and include unless excluded by or repugnant (Which expression shall mean and include unless excluded by administrators, big heirs, executors, successors, administrators,



WHEREAS the Vendor has acquired by purchase of raiyati land measuring 20 Kathas or 0.33 acres of land from one Smt. Chhaya Moktan Wife of Sri Bharat Kumar Moktan & Miss. Babina Moktan Daughter of Late Bharat Kumar Moktan of Salugara, P.O. Salugara P.S. Bhaktinagar, Dist. Jalpaiguri by virtue of a Deed of Sale, dated 11.06.1992 in Book No.I, Vol. No. 40, Pages 123 to 128, Being Sale Deed No. 3719 for the Year 1992 registered at Addl. District Sub-Registry Office Jalpaiguri. situated within Pargana Baikunthapur, Mouza Dabgram, P.S. Bhaktinagar, A.D.S.R. Office Rajganj and Dist. Jalpaiguri.

### A N D

WHEREAS the Vendor has become the absolute owner in possession in respect of the said land by virtue of the Deed of Declaration, dated 27.02.2007 being No. 344 for the Year 2007 executed by Smt. Chhaya Moktan & Smt. Babina Moktan registered at District Sub-Registry Office Jalpaiguri, and has acquired right title and interest having permanent heritable and transferable interest therein and the said land is in khas, actual and physical possession of the Vendor at the date of these presents.

## A N D

WHEREAS the Vendor being in need of money has offered for sell 13 Kathas Or 0.214 acres of land fully described in the Schedule below.

#### A N D

WHEREAS the Purchasers being in need of land has accepted the said offer of the Vendor and have offered and agreed to purchase the said land measuring 13 Kathas Or 0.214 acres of land of the Vendor fully described in the Schedule below for the sum of Rs. 10,00,000/-(Rupees Ten Lakhs) only, free from all encumbrances and whatsoever.





WHEREAS the Vendor has accepted the price so offered by the Purchasers as fair and reasonable price in view of the prevailing highest market rate of land and has agreed to sell the said land measuring 13 Kathas Or 0.214 acres of land of the Vendor fully described in the Schedule below for the sum of Rs. 10,00,000/-(Rupees Ten Lakhs) only, free from all encumbrance whatsoever, unto the Purchasers and the said land is transferred in the manner as appearing hereinafter.

NOW THIS INDENTURE WITNESSETH, that in pursuance of the aforesaid offer and acceptance and also in consideration for the sum of Rs. 10,00,000/-(Rupees Ten Lakhs) only paid by the Purchasers to the Vendor (the receipt whereof the Vendor do hereby acknowledges and grant full discharge to the Purchasers from the payment thereof), the Vendor does hereby grant, convey, assign, sell and transfer unto the Purchasers the aforesaid land fully described in the Schedule below and make over vacant and khas possession therof to the Purchasers together with all rights, liberties, easements, privileges, appendices, appurtenances whatsoever belonging to or in any way appertaining to the said land and the absolute estate, free from all encumbrances whatsoever hereby, conveyed, expressed or intended so to be, TO HAVE AND TO HOLD the same subject to the payment of rent and taxes etc. payable to the landlord the State of West Bengal.

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#### A N D

It is further covenanted that the land described in the Schedule below is held by the Vendor has not been surrenderred or forfeited and that there exists no charge, mortgage, attachment or any other encumbrances whatsoever on the said land hereby transferred or expressed or intended so to be or any part thereof at the date of these presents or any encumbrances whatsoever the Vendor shall be liable to be dealt with according to Law both Civil and Criminal as the case may be and shall also be liable to compensate



The Vendor further covenants that all rents and taxes payable by the Vendor for the land hereby sold that have accrued due upto the date of these presents have been paid by the Vendor and in case if it transpires otherwise the Vendor shall indemnify the Purchasers for any loss resulting therefrom.

## A N D

The Vendor further declares that the entire property forming subject matter of the present Conveyance is and was in khas, actual and physical 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 Purchasers be deprived of possession or of enjoyment of the land hereby transferred or expressed or intended so to be by these presents or any part thereof the Vendor shall be liable to return to the Purchasers the full or proportionate part of the consideration money together with the prevailing market rate of interest percent per month 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 Purchasers in consequence thereof.

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## A N D

It is further declared by the Vendor that the Vendor has not entered into any binding contract with any other persons whatsoever to sell or transfer or otherwise the land hereby conveyed by these presents or expressed or intended so to be or any part thereof and that there subsists no such contract of sale or transfer, charge, mortgage, attachment or encumbrances whatsoever existing with respect to the aforesaid land or any part thereof at the date of execution of these presents or if any of the recitals made herein are proved to be false or fraudulent the Vendor shall be liable to prosecution and shall also be liable to compensate the Purchasers adequately in consequence thereof.



# SCHEDULE OF LAND

All that piece or parcel of raiyati land measuring 13 Kathas or 0.214 acres of land, at an annual rent of Rs.0.03 Paisa only, appertaining to and forming part of 196.49 acres of land at an annual rent of Rs. 16.10 Paisa only, the proportionate rent for the demised plot of land is payable to the Landlord the State of West Bengal, represented by the B. L. & L. R. O. Raiganj, situated within Pargana Baikunthapur, Mouza Dabgram, P.S. Bhaktinagar, A.D.S.R. Office Raiganj and Dist Jalpaiguri, J.L. No.2, Touji No.3, Recorded in R.S. Khatian No.33/1 (Thirty Three by One), Hal Sheet No.3 (Three), included in part of Plot No. 55/211 (Fifty Five by Two Hundred Eleven) measuring 1.50 acres out of that 13 Kathas or 0.214 acres of land is hereby sold by this sale deed and the demised plot of land is delineated in the plan marked "D" and shown by red colour annexed herewith and forming part of these presents and the demised plot of land is bounded as follows:-

On the North: Sold Land of S. L. Agarwal.

On the South : Land of Tsering Dolma Bhutia purchase today

On the East : Land of Samten Bhutia & other Purchase today.

On the West : Sed-Guyed Buddhist Researce Traning Center.

## Measurement of the sold land :-

North: 46' -00", South: 56' - 00", East: 182' -06", West: 186' -06",



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IN WITNESS WHEREOF, the Vendor do hereunto set his respective hand on the day, month and year first above written.

# WITNESSES:

1. Daws Sider Obuting Salugara 2. Phintsok Lama

VENDOR

SALUGARA

Pradip Kumar Saha (PRADIP KUMAR SAHA)

Jalpaiguri

Prepared by me

(Advocate, Jalpaiguri)

Enrolment No. F-1115/1097 of 2001

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