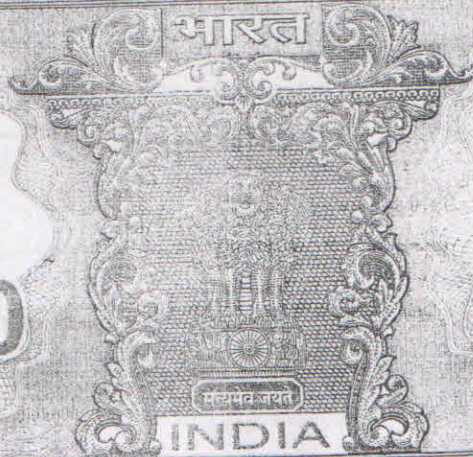


भारतीय गैर न्यायिक

दस
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TEN
RUPEES

Rs. 10

INDIA NON JUDICIAL

पश्चिम बंगाल WEST BENGAL

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PNB

*Karma Gyarme Lama
@ Lama Karma.*

*Saluga Wangmo
@ Rigzin Wangmo.*

-2-

This Indenture made this the 6th day of August.
Two Thousand Seven.

Conveyance :
Total Consideration of
Rs. 5,00,000/- only
Area : 7 Kathas

B E T W E E N

Schedule "A"
Consideration of
Rs. 2,50,000/- only
Area 3 Kathas 8 Chh..

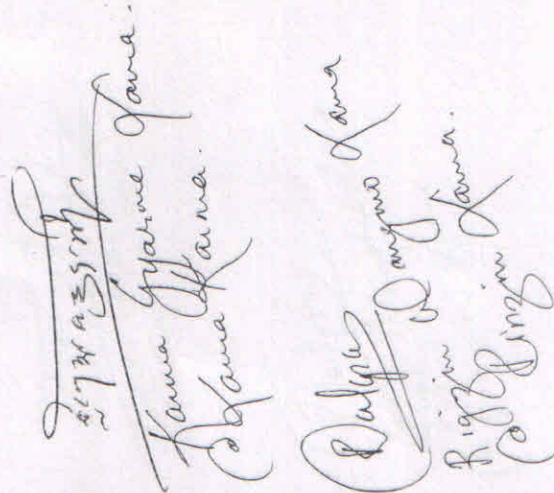
Schedule "B"
Consideration of
Rs. 2,50,000/- only
Area 3 Kathas 8 Chh..

P.S. Bhaktinagar.
Dist. Jalpaiguri.

SRI PEMA WANGCHUK BHUTIA Son of **Sri Pgyal Bhutia** 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 "**PURCHASER**" (Which expression shall mean and include unless excluded by or repugnant to the context, his heirs, executors, successors, administrators, representatives and assigns) of the **ONE PART**.

A N D

1. SRI KARMA GYARME LAMA @ LAMA KARMA Son of **Late Pekar Lama @ Ngawang Paker** **2. SMT. RIGZIN WANGMO LAMA @ RINZIN LAMA** Wife of **Sri Sonam Paljor** Daughter of **Late Gyaltzen Lama** both Buddhist by religion (*Citizen of India*), Priest & House-Wife by occupation respectively, 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 S**" (Which expression shall mean and include unless



 Sri Pemba Lama
 Daljeet Dargwa Lama

WHEREAS the Vendors have acquired by purchase of raiyati land measuring 10 Kathas or 0.165 acres of land from one Sri Pemba Lama Son of Late Dorjee Lama of Salugara, P.O. Salugara P.S. Bhaktinagar, Dist. Jalpaiguri by virtue of a Deed of Sale, dated 14.02.1995 in Book No.I, Vol. No. 7, Pages 247 to 253, Being Sale Deed No. 610 for the Year 1995 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. And as such from the date of such purchase the Vendors have got right title and interest having permanent heritable and transferable interest therein and the said land is in khas, actual and physical possession of the Vendors at the date of these presents.

A N D

WHEREAS the Vendors jointly being in need of money have offered for sell 3 Kathas 8 Chh. or 0.058 acres of land fully described in the Schedule "A" below.

A N D

WHEREAS the Purchaser being in need of land has accepted the said offer of the Vendors and has offered and agreed to purchase the said land measuring 3 Kathas 8 Chh. or 0.058 acres of land of the Vendors fully described in the Schedule "A" below for Rs. 2,50,000/- (Rupees Two Lakhs Fifty Thousand) only, free from all encumbrances and whatsoever.

A N D

WHEREAS the Vendors have accepted the price so offered by the Purchaser as fair and reasonable price in view of the prevailing highest market rate of land and have agreed to sell the said land measuring 3 Kathas 8 Chh. or 0.058 acres of land of the Vendors fully described in the Schedule "A" below for the sum of for Rs 2,50,000/- (Rupees Two Lakhs Fifty Thousand) only, free from all encumbrance whatsoever, unto the Purchaser and the said land is transferred in the manner as appearing hereinafter.

Smt. Chhaya Kuma
Smt. Babina Kuma

Smt. Chhaya Kuma
Smt. Babina Kuma

-4-

WHEREAS the Vendor No.2, has acquired by purchase of raiyati land measuring 10 Kathas or 0.165 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 149 to 154, Being Sale Deed No. 3724 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 No.2, 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. 345 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 No. 2, at the date of these presents.

A N D

WHEREAS the Vendor No.2, being in need of money has offered for sell 3 Kathas 8 Chh. or 0.058 acres of land fully described in the Schedule "B" below.

A N D

WHEREAS the Purchaser being in need of land has accepted the said offer of the Vendor No. 2, and has offered and agreed to purchase the said land measuring 3 Kathas 8 Chh. or 0.058 acres of land fully described in the Schedule "B" below for Rs. 2,50,000/- (Rupees Two Lakhs Fifty Thousand) only, free from all encumbrances and whatsoever.

Signature
Kama Grame Kama
Co. Kama Kama.

Signature
Kama Grame Kama
Co. Kama Kama.

-5-

WHEREAS the Vendor No. 2, has accepted the price so offered by the Purchaser as fair and reasonable price in view of the prevailing highest market rate of land and have agreed to sell the said land measuring 3 Kathas 8 Chh. or 0.058 acres of land fully described in the Schedule "B" below for the sum of for Rs 2,50,000/- (Rupees Two Lakhs Fifty Thousand) only, free from all encumbrance whatsoever, unto the Purchaser 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. 5,00,000/- (Rupees Five Lakhs) only, paid by the Purchaser to the Vendors (the receipt whereof the Vendors jointly do hereby acknowledges and grant full discharge to the Purchaser from the payment thereof), the Vendors does hereby grant, convey, assign, sell and transfer unto the purchaser the aforesaid land fully described in the Schedule A & B below and make over vacant and khas possession thereof to the Purchaser 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.

A N D

It is further covenanted that the land described in the Schedule below is held by the Vendors has not been surrendered 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 Vendors 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 Purchaser for the loss or injury that the Purchaser shall have to suffer in consequence thereof

Handwritten signatures and text:
Kama Kama
Gyama Kama
Kama Kama

Handwritten signatures and text:
Kama Kama
Kama Kama
Kama Kama

-6-

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

A N D

The Vendors further declares that the entire property forming subject matter of the present Conveyance is and was in khas, actual and physical possession of the Vendors 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 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 Vendors shall be liable to return to the Purchaser 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 Purchaser in consequence thereof.

A N D

It is further declared by the Vendors that the Vendors have 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 Vendors shall be liable to prosecution and shall also be liable to compensate the Purchaser adequately in consequence thereof.

Handwritten signature:
Am

Signature
Kama Gyome Lama
Kama Gyome Lama

Signature
Dangmadama
K. Gyome Lama
K. Gyome Lama

-7-

SCHEDULE OF LAND (A)

Sold by the Vendors No. 1 & 2, Area 3 Kathas 8 Chh. or 0.058 acres

All that piece or parcel of raiyati land measuring 3 Kathas 8 Chh. or 0.058 acres of land, at an annual rent of Rs.0.01 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. Rajganj, situated within Pargana Baikunthapur, Mouza Dabgram, P.S. Bhaktinagar, A.D.S.R. Office Rajganj 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 Nos. 55 (Fifty Five) measuring 0.09, 55/210 (Fifty Five by Two Hundred Ten) measuring 0.59 acres & 55/211 (Fifty Five by Two Hundred Eleven) measuring 1.50 acres, Total in 3 Plots measuring 2.18 acres out of that 3 Kathas 8 Chh. or 0.058 acres of land is hereby sold by this sale deed and the demised plot of land is delineated in the plan marked "A" 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 :** Land of Samten Bhutia & other Purchase today.
- On the South :** Road.
- On the East :** Land of Namgyal Dolkar.
- On the West :** Land of Purchaser purchase to-day.

Measurement of the sold land :-

Rajyati
Kana Ghorwal
Kana Ghorwal
Kana Ghorwal

Rajyati
Rajyati
Rajyati
Rajyati

-8-

SCHEDULE OF LAND (B)

Sold by the Vendor No. 2, Area 3 Kathas 8 Chh. or 0.058 acres

All that piece or parcel of raiyati land measuring 3 Kathas 8 Chh. or 0.058 acres of land, at an annual rent of Rs.0.01 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. Rajganj, situated within Pargana Baikunthapur, Mouza Dabgram, P.S. Bhaktinagar, A.D.S.R. Office Rajganj 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 3 Kathas 8 Chh. or 0.058 acres of land is hereby sold by this sale deed and the demised plot of land is delineated in the plan marked "A₁" 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 : Land of Samten Bhutia & other Purchase today.

On the South : B.S.F. Road.

On the East : Land of Purchaser purchase today.

On the West : Land of Tsering Dolma Bhutia purchase to-day.

Measurement of the sold land :-

North : 28° -00". South : 31° -00" -

Pradip Kumar Saha
Karna Gyare Lama
Karna Gyare Lama

Pradip Kumar Saha
Pradip Kumar Saha

Total in the aforesaid two schedules measuring 7 Kathas or 0.116 acres of land is hereby sold.

IN WITNESS WHEREOF, the Vendors do hereunto set their respective hands on the day, month and year first above written.

WITNESSES:

1. Dawa Sider Duttia
SALUGARA

Karna Gyare Lama
Karna Gyare Lama
Pradip Kumar Saha
Pradip Kumar Saha

VENDORS

2. Phuntsek Lama
SALUGARA












Typed by me
Pradip Kumar Saha
(PRADIP KUMAR SAHA)

Jalpaiguri

Prepared by me
Rita Saha
(Smt Rita Saha)
(Advocate, Jalpaiguri)
Enrolment No. F-1115/1097 of 2001












Checked by
Minati Roy
9.8.07

ECUTANT SHEET

		Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
	Left Hand					
	Right Hand					

[Handwritten signature]

Signature with date

	Left Hand					
	Right Hand					

[Handwritten signature]

[Handwritten signature]

Signature with date

CLAIMANT SHEET

	Left Hand					
	Right Hand					

[Handwritten signature]

[Handwritten signature]

Signature with date

PHOTO. Full Signature of the person	Left Hand					
	Right Hand					