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SRI PEMBA LAMA son of late Dorjee Lama Hindu by religion Business by occupation, residing at Salugara, Dabgram, P.S. Rajganj (Bhaktinagar), Dist. Jalpaiguri - hereinafter called the " VENDOR " (which expression shall mean and include unless excluded by or repugnant to the context his heirs, executors, successors, administrators, successors, representatives and assigns) of the OTHER PART.

WHEREAS the Vendor has acquired by purchase of land measuring 3.43½ acres of land from Smt. Indramaya Tamangni wife of Sri P.B. Lama (Negi) of Salugara, Dabgram, P.S. Rajganj (Bhaktinagar), Dist. Jalpaiguri by virtue of a Deed of Sale dated 25.9.92 being Sale Deed No. 5182 for the year 1992 at registered at Addl. District Sub-Registry Office, Jalpaiguri and also acquired by Deed of Declaration from the dated 13.12.94 being Deed No. 4879

registered at District Sub-Registry Office Jalpaiguri situated within Pargana Baikunthapur, Mouja Dabgram, P. S. Rajganj (Bhaktinagar District Jalpaiguri. And as such from the date of such purchase Vendor has got right, title and interest having permanent heritable and transferrable 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} offer for sale 10 katha of land which is described in the schedule below.

A N D

WHEREAS the Purchasers being in need of land have accepted the said offer of the Vendor and have offered and agreed to purchase the said land measuring 10 katha of land fully described in the schedule below and delineated in the plan marked -1 (one) and shown by red border annexed herewith and forming part of these presents for Rs. 20,000/- (Rupees twenty thousand) only, free from all encumbrances whatsoever.

A N D

WHEREAS the Vendor has accepted the price so offered by the purchasers as fair and reasonable price in view of the ^{highest} prevailing market rate of land and has agreed to sell the said land measuring 10 katha of land fully described in the schedule below and delineated in the plan marked ~~xxx~~ (1) and shown by red border annexed herewith and forming part of these presents for Rs. 20,000/- (Rupees twenty thousand) only, free from all encumbrances whatsoever unto the purchasers and the land is transferred in the manner as appearing hereinafter.

NOW THIS INDENTURE WITNESSETH that in pursuance of the aforesaid offer and acceptance ~~of the~~ and also in consideration of ~~the~~ Rs.20,000/- (Rupees twenty thousand) only, paid in cash to the Purchasers to the Vendor (the receipt whereof the Vendor does hereby acknowledge and grant full discharge to the Purchasers from the payment thereof) the Vendor does hereby grant, convey, assign and transfer unto the purchasers the aforesaid land fully described in the schedule below and delineated in the plan marked -(1) and shown by red border annexed herewith and forming part of these presents and make over vacant and khas possession thereof to the Purchasers together with all rights, liberties, privileges, easements, 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.

AND it is further covenanted that the land described in the schedule below is held by the Vendor 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 and in case of discovery of any such charge, mortgage, attachment 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 purchasers for the loss or injury that the purchasers shall have to suffer in consequence thereof.

Vendor's Name

The Vendor further covenants that all rent 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 purchaser for any loss resulting therefrom.

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 in title or for any act done or suffered to be done by these presents the Purchasers are 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 per cent 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.

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

SCHEDULE

Demised Land

All that piece or parcel of raiyati land measuring 10 katha of land at an annual rental of Rs.0.01 paise only) appertaining to and forming part of 196.49 acres of land at an annual rent of Rs.16.10 paise 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, Mouja Dabgram, P.S. Rajganj (Bhaktinagar) S.R. Office & Dist. Jalpaiguri, J.L. No.2, Touji No.3, Hal Khatian No.33/1 (thirty three bata one) Sheet No.3 (three) Plot Nos. 55 (fifty five) measuring 9 dec., 55/210 (fifty five bata two hundred ten) measuring 59 dec., and 55/211 (fifty five bata two hundred eleven) measuring 1.50 acres total in 3 plots measuring 2.18 acres out of that 10 katha of land is sold and the demised plot of land is delineated in the plan marked -(1) and shown by red border annexed herewith and forming part of these presents and the demised plot of land is bounded as follows :-

BOUNDARY

- North : Land of S.L. Agarwalla
- South : 60' wide B.S.F. Road
- East : Land of Rinzin Land and others
- West : Land of Mr. Tsewang Lama purchased today.

Vendor

IN WITNESS WHEREOF the Vendor does hereunto set and subscribe his respective hand on the day, month and year fir above written.

WITNESSES:

1. श्री श्री २११ निहास नि
(Andramaya Tamangar)
Salugara

2. Pradip Kumar Saha
Jalpaiguri

The contents of the document have gone through and understood personally by the Vendor.

Vendor

VENDOR

Prepared by me

Monmohan Bhowmic
(Monmohan Bhowmic)

Deed Writer, L.C. No.22

Addl. D.S.R. Office, Jalpaiguri

Typed by:

B. Mallik
(B. Mallik)