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# भारतीय गैर न्यायिक

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Rs. 100

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ONE HUNDRED RUPEES

भारत INDIA  
INDIA NON JUDICIAL

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL  
MEMO 206/11

K 859450

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230  
2/6/11  
*[Signature]*

Additional District Sub-Registrar  
BURDWAN

07 JUN 2011

THIS DEED OF CONVEYANCE made on this 2<sup>nd</sup> day of June 2011

*[Faint signature]*

ways - 1  
Subinoy Karfa

Thousand Eleven **BETWEEN** (1) **SWARNALATA KARFA**, PAN CARD No. **AHVPK 5826C**, wife of Ekkari Karfa, resident of Khaja Anwar Berh, P.O. Sripally, P.S. & Dist.-Burdwan, (2) **JAGAT BERH RICE MILL**, PAN CARD No. **AACFJ1604K**, represented by its Partner <sup>Sanjib</sup> ~~Subrata~~ Roy, <sup>Nirmalendu Roy, R.B.Ghosh Road,</sup> ~~Karfa~~, son of Sri ~~Ajit Kumar Karfa, Choulpaty,~~ P.O. & P.S.- <sup>Burdwan</sup> ~~Tarekeswar~~, District - <sup>Burdwan</sup> ~~Hooghly~~, a partnership firm carrying on business from Jagat Berh, Vivekananda College Road, P.O. - Sripally, District Burdwan, Pin - 713 103, West Bengal and (3) **"BROJO NATH SAMANTA & CO."** (RICE MILL) also known as "B. N. Samanta & Co.", represented by its partner Sanjib Roy, son of Nirmalendu Roy, residing at R.B. Ghosh Road, P.O., P.S. & District - Burdwan, a partnership firm carrying on business of RICE MILL from Jagat Berh, Vivekananda College Road, P.O.- Sripally, District Burdwan, Pin - 713 103, West Bengal. hereinafter collectively referred to as the **OWNERS/VENDORS** (which term or expression shall unless excluded by or repugnant to the subject or context mean and include their respective heirs, successors, executors, administrators, legal representatives and/or the past and present partners of the said Jagat Berh Rice Mill and "Brojo Nath Samanto & Co." Rice Mill also known as "B. N. Samanto & Co." Rice Mill and their respective heirs, legal representatives, executors, administrators and assigns and/or nominees) of the **FIRST PART AND** (1) **ABHILASHA HEIGHTS**

**PRIVATE LIMITED.** PAN CARD No.AAICA9682P, represented by its Director SUBINOY KARFA, son of Ajit Kumar Karfa, residing at Choulpatty, P.O. & P.S.-Tarakeswar, District - Hooghly, an existing company within the meaning of the Companies Act, 1956 and having its registered office 9A, Lord Sinha Road, Kolkata -700 071, (2) **AARTI HIGHRISE PRIVATE LIMITED,** PAN CARD No. AAICA9681Q, represented by its Director SUBINOY KARFA, son of Ajit Kumar Karfa, residing at Choulpatty, P.O. & P.S.-Tarakeswar, District - Hooghly, a company incorporated under the Companies Act, 1956 and having its registered office 9A, Lord Sinha Road, Kolkata - 700 071, hereinafter collectively referred to as the **PURCHASERS** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective successor or successors-in-interest and assigns) of the **SECOND PART AND SUBINOY KARFA,** PAN CARD No. AJSPK4119P, son of Sri Ajit Kumar Karfa, resident of Chaulpatty, P.O. Tarkeswhar, District Hooghly, hereinafter referred to as the **CONFIRMING PARTY** (which term or expression shall unless excluded by or repugnant to the subject or context mean and include his legal heirs, successors, executors, administrators, legal representatives and assigns) of the **THIRD PART.**

**WHEREAS:**

- A. By a registered Patta dated 2<sup>nd</sup> day of Baisak 1332 B.S. and Registered in the Office of Sadar Sub-Registrar Burdwan and recorded in Book No. 1, Volume No. 32, Pages 242 to 244 being No. 1990 for the year 1925 one Smt. Priyambada Debi, wife of Lalit Mohan Singha Roy Bahadur, therein referred to as the landlord granted a patta in favour of Hari Pada Samanta, son of Late Ram Nath Samanta, Brojo Nath Samanta, son of Late Bhagaban Samanta, Jagjiban Samanta, son of Sri Sashi Bhushan Samanta, Gopi Ballav Karfa and Janaki Ballav Karfa, both sons of Late Bhudhari Karfa, therein collectively referred to as a patta holders, the said Smt. Priyambada Debi duly granted the Mokarari Patta in respect of a land measuring an area about 10 Bigha 8 ½ Chattack lying and situated in Mouza Jagatberh P.O., P.S. and District & Sub-Registry office at Burdwan to and in favour of the aforesaid Patta holders.
- B. By a registered Deed of Sale dated 12<sup>th</sup> day of Baisak 1332 and Registered in the Office of Sadar Sub-Registrar Burdwan and recorded in Book No. 1, Volume No. 31, Pages 144 to 145 being No. 2067 for the year 1925 one Moti Lal Hari and Chuninath Hari both sons of Late Bahadur Hari therein collectively referred as the Vendors of One Part duly sold and conveyed All That piece and parcel of land

measuring about 8 (eight) Cottah in Mouza and Village - Jagatberh, P.S. & District - Burdwan unto and in favour of Hari Pada Samanta, son of Late Ram Nath Samanta, Brojo Nath Samanta, son of Late Bhagban Samanta, Jagjiban Samanta, son of Shashi Bhushan Samanta, Gopi Ballav Karfa and Janaki Ballav Karfa, both sons of Late Bhudhari Karfa therein collectively referred to as the Purchasers of the Other Part.

- C. By a registered Deed of Sale dated 24<sup>th</sup> day of Asharh 1332 B.S. and registered in the Office of Sadar Sub-Registrar Burdwan and recorded in Book No. 1, Volume No.40, Pages 246 to 248 being No. 2914 for the year 1925 A.D. Sri Chandra Kumar Pan son of Late Adwaitya Charan Pan therein referred as Vendor of the One Part duly sold and conveyed All That demarcated piece and parcel of land mentioned in Schedule (1) therein having an area of 1 Bigha 5 Cottahs, Schedule (2) & (3) together having an area of 1 Bigha 5 Cottahs and Schedule (4) having an area of 10 Cottahs aggregating to 3 Bighas situated at Mouza Jagatberh, P.S. and District - Burdwan morefully described in the said Deed unto and in favour of Hari Pada Samanta, son of Late Ramnath Samanta, Brojo Nath Samanta, son of Late Bhagwan Samanta, Jagjiban Samanta, son of Sashi

Bhusan Samanta, Gopi Ballav Karfa and Janaki Ballav Karfa, both sons of Bhudhari Karfa.

- D. After purchase of the aforesaid land the said Hari Pada Samanta, Brojo Nath Samanta, Jagjiban Samanta, Gopi Ballav Karfa, Janaki Ballav Karfa commenced the business of a Rice Mill commonly known as "Jagatberh Rice Mill" and also formed a partnership business under the name and style of "Brajo Nath Samanta & Co." Rice Mill to look after the said Rice Mill.
- E. By a registered Deed of Conveyance dated 5<sup>th</sup> day of Kartick 1334 B.S. and registered on 22.10.1927 A.D. in the Office of Sadar Sub-Registrar Burdwan and recorded in Book No. 1, Volume No.69, Pages 119 to 122 being No. 5608 for the year 1927 A.D. Sri Haripada Samanta, son of Late Ramnath Samanta recorded that Hari Pada Samanta, Gopi Ballav Karfa, Janaki Ballav Karfa and Brojo Nath Samanta and Jagjiban Samanta these five persons carrying on joint Business of Rice Mill. The said Hari Pada Samanta received his entire share and retired from the partnership firm and declare that he has no claim in the Business. The Hari Pada Samanta sold his 3 anna 2 paisa share in respect of his share in the land measuring about 13 Bigha 13 cottah 8½ chhatack at Mouza - Jagatberh, P.S. & District - Burdwan

being land Holding No.22/1 Ward No. 7A within the limit of Burdwan Municipality unto and in favour of Gopi Ballav Karfa.

The share holding in the said firm and the said land is mentioned in the said Deed is as follows : -

Gopi Ballav Karfa and his brother		
Janaki Ballav Karfa holding	6 anna	1 paise
Brojo Nath Samanta and	6 anna	1 paise
Jog Jiban Samanta		
Hari Pada Samanta	3 anna	2 paise
	Total = 16 annas	

F. By a registered Indenture dated 16<sup>th</sup> July 1935 and made by and between Gopi Ballav Karfa therein referred to as the Transferor of the One Part and Ramnarayan Samanta therein referred to as the Transferee of the Other Part and registered at the Office of District Sub-Registrar Burdwan in Book No.1, Volume No. 56, Pages 148 to 152 Being No. 4287 for the year 1935 the Transferor therein recorded that he acted as Benamdar of the Transferee in respect of purchase of land and share from Hari Pada Samanta by the Bengali Deed of Sale dated 22<sup>nd</sup> October, 1927 and he duly handed over the same to the Transferee and formerly registered and convey to the said share of 3 Anna 2 Paise in the said Partnership Business as well as 3(three) Annas 2(two) Paise share in the land measuring more or less 13 Bigha 13 Cottah 8 ½ Chhatak morefully described in the Schedule

therein. The said Gopi Ballav Karfa also made a Deed of declaration dated 6<sup>th</sup> August, 1935 to that effect. By virtue of the aforesaid the said Ramnarayan Samanta became the Owner of the said 3 Annas 2 Paise share on the said business as well as land mention therein.

- G. By a registered Deed of Conveyance dated 8.9.1936 corresponding to 23<sup>rd</sup> Bhadra, 1343 B. S. and registered in the Office of District Sub-Registrar Burdwan and recorded in Book No. 1, Volume No.51, Pages 39 to 43 being No. 3747 for the year 1936 the said Ramnarayan Samanta, son of Sri Hari Pada Samanta duly recorded that there is a Rice Mill in the name of Jagat Berh Rice Mill the proprietor of the said Rice Mill is Brojo Nath Samanta & Co. and sold and transferred his three anna two paise share of business under name and style of "Brojo Nath Samanta and Co." Rice Mill Together with his share of the land as mentioned in the Schedule of the said Deed unto and in favour of Jagjiban Samanta, son of Sri Shashi Bhushan Samanta, Bhabani Prasad Samanta, son of Late Broja Nath Samanta, Radha Ballav Karfa, Bijoy Ballav Karfa, both sons of Late Bhudhari Karfa. In the said Deed it is recorded that Haripada Samanta is owening 3 Annas 2 paise share, Gopi Ballav Karfa and Janaki Ballav Karfa jointly owing 6 Annas

1 paise share and Brojo Nath Samanta and Jagjiban Samanta both jointly owning 6 Annas 1 paise share. It is recorded that Gopi Ballav Karfa has purchased the share of Haripada Samanta as the benamdar of Ramnarayan Samanta by Deed of Sale dated 22<sup>nd</sup> October, 1927 or 5<sup>th</sup> Karfa 1334 B.S.. By virtue of the aforesaid the said Jagjiban Samanta became the owner of 4 Annas share, Sri Bhabani Prasad Samanta became the owner of 4 Anna share. Radha Ballav Karfa and Bijay Ballav Karfa jointly became the owner of 6 Annas 1 paise. The said Radha Ballav Karfa and Bijay Ballav Karfa became jointly owners of 1 Anna 3 Paise share. However subsequently by mutual consent it was agreed by and between the parties that Radha Ballav Karfa, Bijay Ballav Karfa, Gopi Ballav Karfa and Janaki Ballav Karfa will jointly owned 2 Annas share each. The said Partnership firm and the land of which 3 Anna 2 paise share has been sold and transferred is described as follows :

ALL THAT piece and parcel of land measuring aggregating to 3 Acres 81 decimal in Dag No. 145, (2 Acres 26 decimal) 146 (1 Acre 31 decimal) and 147 (24 decimal) in Khatian No. 42 and in Khatian No. 43 Dag No. 144 having an area of 16 decimal in Khatian No.44 Dag No. 149 having an area of 46 decimal and Dag No. 150 having an area of 25 decimal

and in Khatian No. 45 Dag No. 134 having an area of 33 decimal, in Khatian No. 46 Dag No. 121 having an area of 06 decimal Dag No. 148 having an area of 56 decimal aggregating to 5 Acres 63 decimal in District & Police Station Burdwan Touzi No. 2 Revenue Survey No. 1599 J.L. No. 34 Holding No. 22/1, of Burdwan Municipality Mouza Jagat Berh.

- H. By a registered Deed of Sale dated 24.11.1936 registered in the Office of District Sub-Registrar Burdwan and recorded in Book No. 1, Volume No.54, Pages 82 to 84 being No. 4237 for the year 1936 Hari Shankar Seal and Shibu Shankar Seal both are sons of Late Felaram Seal both are minors represented by their natural guardian and cousin brother Rampada Dutta duly sold and conveyed to Gopi Ballav Karfa, Bhabani Prasad Samanta, Jagjiban Samanta All That piece and parcel of land comprising in Dag No. 136 measuring about 6 Satak in Dag No. 137 land measuring about 35 Satak and in Dag No. 138 land measuring about 17 Satak in total 58 Satak in Khatian No.37, J. L. No. 34 Mouza Jagat Berh, Police Station Sub-Registry and District Burdwan.
- I. The said Bhabani Prasad Samanta, Jog iban Samanta, Gopi Ballav Karfa, Janaki Ballav Karfa, Radha Ballav Karfa and

Bijay Ballav Karfa carried on business in co-partnership in the name and style of "Brojo Nath Samanta & Co. also known as Brojo Nath Samanta & Co." (Rice Mill) which is commonly known as "Jagatberh Rice Mill".

- J. Thus by virtue of the aforesaid (1) registered patta dated 2<sup>nd</sup> Baisak 1332 B.S. the said Hari Pada Samanta, Brojo Nath Samanta, Jogibhan Samanta, Gopi Ballav Karfa and Janaki Ballav Karfa became entitled to an area of 10 Bigha 8 ½ Chhattack (ii) By registered Deed of Sale dated 12<sup>th</sup> Baisak 1332, Hari Pada Samanta, Brojo Nath Samanta, Jagjiban Samanta, Gopi Ballav Samanta, and Janaki Ballav Karfa became the Owner of 8 Cottahs of land (iii) by registered Deed of Sale dated 24<sup>th</sup> Asharh 1332 B.S. the said Hari Pada Samanta, Brojo Nath Samanta, Jogjiban Samanta, Gopi Ballav Karfa and Janaki Ballav Karfa became the Owner of (a) 1 Bigha 5 Cottahs (b) 1 Bigha 5 Cottahs (c) 10 Cottahs aggregating 3 Bighas of Land. Thus by virtue of the aforesaid the said purchasers became entitled to ALL THAT the piece and parcel of land measuring 13 Bigha 8 Cottahs 8 ½ Chhatacks of land. Subsequently by registered Deed of Sale dated 24.11.1936 the said Gopi Ballav Karfa, Bhawani Prasad Samanta, Jagjiban Samanta purchased a land measuring 58 Satak as stated hereinabove. However the

surrounding land were also remained in possession of the said Hari Pada Samanta and others and they constructed the boundary wall and since then remain in possession. However the said Rice Mill commonly known as Jagat Berh Rice Mill is being run in the land measuring more or less 5.45 Acres and balance land was used for other purpose or remain vacant.

- K. The said Brojo Nath Samanta, Jagjiban Samanta, Bhawani Prasad Samanta, Gopi Ballav Karfa, Janaki Ballav Karfa, Radha Ballav Karfa, Bijoy Ballav Karfa who were carrying on business of Jagatberh Rice Mill as Co-partners in the name and style of "Brojo Nath Samanta & Co." also known as "B. N. Samanta & Co. Rice Mills and treated the said land as the assets of the said partnership firm "Brojo Nath Samanta & Co." Rice Mill.
- L. In the C. S. Records of Right and R.S. Records of Right the Owner name was recorded as Brojo Nath Samanta and Co. "Rice Mill" represented by Bhawani Prasad Samanta son of Brojo Nath Samanta (having 4 Anna Share) Jagjiwan Samanta son of Sashi Bhusan Samanta (having 4 Anna Share), Gopi Ballav Karfa son of Bhudharilal Karfa alias Bhudhari Karfa (having 2 Annas 15 Gonda Share) Bijoy Ballav Karfa son of Bhudhari Karfa (having 1 Anna 5

Gonda Share), Ekkari Karfa son of Radhaballav Karfa (having 1 Anna 5 Gonda Share) Chakrapani Karfa, Chittaranjan Karfa and Govind Chandra Karfa all sons of Janaki Ballav Karfa (all having 18 Gonda 1 Kara 1 Kranti Share each) in the following Khatian Numbers, Dag Nos. and area as mentioned herein is recorded in the name of "Brojo Nath Samanta & Co." Rice Mill.

In Holding 597, Ward - 16 Mouza - Jagatbarh, J.L. No. 34

C.S. Khatian	C.S. Dag	R.S. Khatian	R.S. Dag	L.R. Khatian	L.R. Dag	Acre of Land	
						Acre	Satak
37	136) 137) 138)	37	136) 137) 138)	BELOW 225/1	ALL 187	-	06
				Total Area 7.40 Acres		-	35
						-	17
42	145) 146) 147)	42	145) 146) 147)			2	26
						1	31
						-	24
43	144)	43	144)			-	16
44	149) 150)	44	149) 150)			-	46
						-	25
45	134)	45	134)			-	33
46	121) 148)	46	121) 148)			-	06
						-	56
47	139) 140) 143)	47	139) 140) 143)			-	30
						-	12
						-	43
2	142)	149	142)			-	30
						7.36 Acres	

In the L. R. Records of Right it was recorded that "B.N. Samanto & Co." Rice Mill is the owners of 7.40 Acres of

Land in L.R. Khatian No. 225/1 (Non Agriculture) recorded in L.R.Dag No. 187.

- M. The said Gopi Ballav Karfa died intestate on 18<sup>th</sup> day of February, 1957 leaving behind his wife Smt. Uma Dasi Debi and his four sons Tara Sankar Karfa, Bhabani Sankar Karfa, Debi Sankar Karfa and Kali Sankar Karfa, who collectively owned the share of deceased Gopi Ballav Karfa to the extent of 17.190% of the said partnership firm. His wife Smt. Uma Dasi Debi made a disclaimer in respect of her share in the said partnership firm in favour of her four sons and confirm the same by Deed of Conveyance made in 9.7.1971 where she was the Confirming Party and thus his four sons became entitle to the shares of Gopi Ballav Karfa in the said Partnership Firm business and in the said land being 3 Annas and two paisa. By the said Deed of Conveyance the said Bhabani Sankar Karfa and Debi Sankar Karfa duly sold their respective shares to Tara Sankar Karfa and Kali Sankar Karfa.
- N. Uma Dasi Debi, wife of Gopi Ballav Karfa died intestate Prior to her death she has duly disclaim her right or share in the business to her four sons Tara Sankar Karfa, Debi Sankar Karfa, Bhabani Sankar Karfa and Kali Sankar Karfa as her only heirs and legal representatives and confirm the

same by Deed of Conveyance dated 09.07.1971. Tara Sankar Karfa died intestate on 17.7.1990 leaving behind Smt. Mira Roy and Smt. Anjali Rcy being two daughters and Smt. Prafulla Bala Karfa as his wife who died on 8.9.2004 and accordingly said Smt. Mira Roy and Smt. Anjali Roy became owners of share and interest of said Tara Sankar Karfa.

- O. Said Mira Roy, wife of Sudhindra Kumar Roy died intestate on 24.04.2011 leaving behind her heirs being son Sailendra Kumar Roy and three daughters Arpita Som, wife of Dr. Ashok Som, Smt. Shikha Bute, wife of Dr. Satyabrata Bute and Smt. Chandana Sen, wife of Dr. Sidhartha Kumar Sen as her only heirs and legal representatives.
- P. Janaki Ballav Karfa died intestate in the year 1355 B.S. leaving behind three sons Chittaranjan Karfa, Chakrapani Karfa, and Gobinda Chandra Karfa as his sons and Smt. Kamala Bala Karfa as his wife and by virtue of the aforesaid said Chittaranjan Karfa, Chakrapani Karfa and Gobinda Chandra Karfa and their mother Smt. Kamala Bala Karfa became the owner of estate of Janaki Ballav Karfa, jointly.
- Q. Chakrapani Karfa died intestate in the month of Aswin 1364 B.S. leaving behind his mother Kamala Bala Karfa his

two sons Sri Ratan Kumar Karfa, Sri Sisir Kumar Karfa, his wife Smt. Shilabati Karfa, his two daughters Smt. Namita Samanta and Miss Chhabi Rani Karfa, being only legal heirs and heiress. Be it mentioned here that at the time of death Chakrapani Karfa, Miss Chhabi Rani Karfa was minor.

- R. Chittaranjan Karfa died intestated on 17.02.2011 leaving behind his three sons Asim Kumar Karfa, Tapan Kumar Karfa, Asis Karfa as his only three sons and Chhaya Samanta, Jharna Samanta and Krishna Dan, three daughters being the only heirs and legal representative.
- S. Gobinda Chandra Karfa son of Janaki Ballav Karfa died intestate in the month of April, 1978 A.D. leaving behind Smt. Rupabati Karfa as his wife and two sons Bikash Kumar Karfa, Bijan Kumar Karfa and Smt. Bani Roy being his daughter as his only heirs and legal representatives. Said Smt. Rupabati Karfa died on 28<sup>th</sup> Agrahyan 1389 B.S. and accordingly said Sri Bikash Kumar Karfa, Bijan Kumar Karfa and Smt. Bani Roy became the joint owner of the share and interest of Gobinda Chandra Karfa.
- T. Bijan Kumar Karfa died intestate on 5<sup>th</sup> February, 2002 leaving behind Smt. Soma Karfa his wife and two minor

sons namely Soham Karfa and Arpan Karfa who jointly acquired the share and interest of said Bijan Kumar Karfa.

- U. Radha Ballav Karfa died intestate some time in the year 1952 leaving behind his three sons Ekkari Karfa, Lakshman Karfa and Amal Kumar Karfa as his only heirs and legal representatives. The said Lakshman Karfa before his death sold his share to Sumit Kumar Samanta. Amal Kumar Karfa died intestated on 13.12.2009 leaving behind his son Chandan Karfa and two daughters Priya Karfa and Ruma Pandey as his only heirs and legal representatives. The wife of Amal Kumar Karfa died prior to his death.
- V. Bijay Ballav Karfa died intestate on 23<sup>rd</sup> Bhardra 1375 BS leaving behind his wife Shilabati Karfa and three sons Ajit Kumar Karfa, Ranojit Kumar Karfa and Amiya Kumar Karfa as his only three sons and legal representatives. The said Bijay Ballav Karfa during his life time by registered Deed of Gift being Deed No. 492 of 1967 amongst other properties gifted his share in the said business and the said land to his three sons only.
- W. Bhawani Prasad Samanta died intestate on 01.01.1991 leaving behind three sons Basanta Kumar Samanta, Raj Kumar Samanta, Swapan Kumar Samanta and four

daughters namely Sabitri Samanta, Radharani Guha, Alaka Kumar and Jharna Daw and his wife Sadhumati Samanta as his only legal heirs and heiress. Subsequently Sadhumati Samanta died in January, 2003 and accordingly said three sons and four daughters became the owners of shares of Bhawani Prasad Samanta.

- X. Jagjiban Samanta died intestate in November, 1974 leaving behind his wife Smt. Satyabhama Samanta and Sri Chandi Charan Samanta as his son. It may be mentioned here that during the life time the said Jagjiban Samanta, executed a registered Deed of Gift dated 8.12.1973 registered in the office of Sardar Sub-Registrar Burdwan and recorded in the Book No. 1, Volume No. 76, Pages 77 to 81 being No. 7111 for the year 1973 duly gifted his share in the said business and in the said land unto and in favour of his three grand sons namely Subhash Chandra Samanta, Sandip Kumar Samanta and Sumit Kumar Samanta and by virtue of the aforesaid Subhash Chandra Samanta, Sandip Kumar Samanta and Sumit Kumar Samanta jointly acquired the share or interest of Jogjiban Samanta.
- Y. Subhas Chandra Samanta during his life time duly sold his entire share of 8.333% by eight several Deed of Conveyance

as stated hereinafter Subhas Chandra Samanta died leaving behind his wife Ratana Samanta and two daughters as his only heirs and legal representative.

- Z. Sandip Kumar Samanta died intestate on February, 2009 leaving behind his wife Smt. Karabi Samanta and his son Siddhartha Samanta as his heirs and legal representatives.
- AA. By a registered Deed of Conveyance dated 2<sup>nd</sup> day of May, 1963 corresponding to 18<sup>th</sup> day of Baisak 1370 B.S. and made by and between (1) Smt. Karnala Bala Karfa, wife of Late Janaki Ballav Karfa, (2) Smt. Shila Bati Karfa, wife of Late Chakrapani Karfa, (3) Smt. Namita Samanta wife of Sri Golok Behari Samanta, (4) Miss Chhabbi Rani Karfa a minor being daughter of Late Chakrapani Karfa represented by her mother and natural guardian Smt. Shila Bati Karfa therein collectively referred to as the Vendors and (1) Ratan Kumar Karfa and (2) Sisir Kumar Karfa, both are sons of Late Chakrapani Karfa therein collectively referred to as the Purchasers and registered at the Office of Sub-Registrar Arambagh District - Hooghly in Book No. 1, Volume No.61, Pages 32 to 37 being No. 5792 for the year 1963, the Vendors therein duly sold and conveyed to Purchasers therein inter alia ALL THAT the piece and parcel of land

measuring 30 Satak in aggregate comprising an area of 2 satak in Khatian No.149, Dag No. 142 an area of 3 satak in Khatian No. 47 Dag No. 139, 140 and 143, an area of 2 satak in Khatian No. 45 in Dag No. 134 an area of 2 satak in Khatian No. 46 in Dag Nos. 121, 148 and area of 3 Satak in Khatian No. 44 in Dag Nos. 149, 150 an area of 1 satak in Khatian No. 43 in Dag No. 144 an area of 15 satak in Khatian No. 42 in Dag No. 145, 146 and 147 and area of 2 satak in Khatian No. 37 in Dag No. 136, 137 and 138 all in Mouza Jagatberh District and Sub-Registry Office at Burdwan where the said partnership firm was running the Rice Mill.

BB. By a registered Deed of Conveyance dated 9<sup>th</sup> day of July, 1971 and made by and between Sri Bhabani Sankar Karfa, Debi Sankar Karfa both sons of Late Gopi Ballav Karfa therein collectively described as vendors of the First Part, Smt. Uma Dasi Debi (Karfa) widow of Late Gopi Ballav Karfa therein referred to as the Confirming Party of the Second Part and Kali Sankar Karfa and Tara Sankar Karfa both sons of Gopi Ballav Karfa therein collectively describe as the purchasers of the Third Part and registered at the office of the Registrar of Assurances, Calcutta in Book No. I, Volume No.120, Pages 150 to 157 being No. 2620 the year 1971,

the Vendors therein duly sold and conveyed their shares being 11/64 part or share in the said partnership firm and the said land to and in favour of the purchasers therein namely Kali Sankar Karfa and Tara Sankar Karfa. The said Uma Dasi Debi recorded that she disclaim her share in the said partnership firm and the said land in favour of her sons.

- CC. By a registered Deed of Gift dated 26<sup>th</sup> April, 1967 and registered at the Office of the Sub-Registrar, Arambagh District - Hooghly and recorded in Book No. 1, Volume No.53, Pages 99 to 107 being No. 4926 for the year 1967 one Bijay Ballav Karfa, son of Bhudhari Karfa therein describe as Donor and Ajit Kumar Karfa, Ranajit Kumar Karfa, Amiya Kumar Karfa all sons of Bijay Ballav Karfa therein collectively describe as the Donee, the said Donor due to the natural love and affection duly gifted amongst other properties his five paise share (7.810%) in the said partnership firm and the land share (7.810%) in the land comprising of various Dag Nos. situated at Mouza Jagatberh P.S. & District Burdwan which is recorded as follows :-

- i) ALL THAT the piece and parcel of land of Rice Mill within Mouza - Jagat Berh under khatian No. 37 having area of 58 Satak which the Annual rent is 3 Annas comprise of :
- a) 6 Satak land in Dag No. 136
  - b) 35 Satak land in Dag No. 137
  - c) 17 Satak land in Dag No. 138
- ii) Under Khatian No. 42 total land is 3 Acres 81 Satak comprise of :
- a) 2 Acres 26 Satak in Dag No. 145
  - b) 1Acre 31 Satak in Dag No. 146
  - c) 24 Satak in Dag No. 147
- iii) Under Khatian No. 43 land measuring 16 Satak in Dag No. 144
- iv) Under Khatian No. 44 Area 71 Satak comprising of :
- 46 Satak in Dag No. 149
  - 25 Satak in Dag No. 150
- v) Under Khatian No. 46 an area of 62 Satak comprised of:
- 6 Satak in Dag No. 121
  - 56 Satak in Dag No. 148
- vi) Under Khatian No. 45 an area of 33 Satak in Dag No. 134

vii) Under Khatian No. 47 having an area of 85 Satak comprised of:

30 Satak in Dag No. 139

12 Satak in Dag No. 140

43 Satak in Dag No. 143

viii) In Dag No. 142 having an area of 30 Satak in Khatian No. 149.

DD. By a registered Deed of Disclaimer dated 14.12.1987 and registered at office of District Sub-Registrar Burdwan in Book No.1, being No. 615 for the year 1988 Ekkari Karfa agree and recorded that the total share of Ekkari Karfa, Lakshan Karfa and Amal Karfa is 5 paise in the said land at Jagatberh Rice Mill at Burdwan, Mouza-Jagatberh but it is wrongly recorded in L.R. record of right only in his name.

Each of three brothers i.e. Ekkori Karfa, Lakshan Karfa and Amal Kumar Karfa will have their share being 8 Gonda 1 Kranti each. The said Ekkari Karfa disclaimed in favour of Lakshan Karfa and Amal Kumar Karfa his brother both son of Late Radha Ballav Karfa ALL THAT their share in the said 5 paise (7.810%) being 16 Gonda 2 Kora 2 Kranti (each One having 8 Gonda 1 Kora 1 Kranti) in Record of right and retained his share only to the extent of 8 Gonda 1 Kora 1

Kranti and disclaim the excess recording of share being 16 Gonda 2 Kora 2 Kranti and release the same in favour of Lakshan Karfa and Amal Kumar Karfa.

EE. By a registered Deed of Sale dated 9<sup>th</sup> February, 1994 and registered at the office of Additional District Sub-Registrar Burdwan in Book No. 1, Volume No.10, Pages 289 to 296 being No. 509 for the year 1994 One Lakshan Chandra Karfa also known as Lakshan Kumar Karfa son of Late Radha Ballav Karfa therein referred to as the Vendor and Sumit Kumar Samanta son of Chandi Charan Samanta therein referred to as the purchaser the Vendor therein duly sold and conveyed to the purchaser therein his share in the said partnership firm as well as in the land having an aggregate area of 7.40 Acres in various Dags of Mouza- Jagatberh as fully mention in the Schedule therein having a share of 8 Gonda 1 Kora and 1 kranti equivalent to 19 Satak as morefully describe in the said deed.

FF. By a Registered Deed of Lease dated 27.1.2002 registered in the office of Additional District Sub-Registrar Burdwan and recorded in Book No. 1, Volume No.X16, Pages from 112 to 123 being No. 482 for the year 2002 and made between Subhas Chandra Samanta and 19 others therein described

as Lessor and Smt. Ratna Samanta wife of Subhas Chandra Samanta therein describe as Lessee, the Lessor for a period of 10 years w.e.f. 1.2.2002 granted a lease of the said Rice Mill and land to the said lessee on the Terms and Condition as mentioned therein. Be it mentioned here that the said Lessee has failed and/or neglected to pay the lease rent in terms of the lease, the Lessor issued notice for termination of lease and the Lessee accepted such termination and handed over the land and mills to the Lessors/Owners.

GG. By a registered Deed of Gift dated 21.04.2006 and registered in the office Additional District Sub-Registrar at Burdwan in Book No. 1, being Deed No. 4060 for the year 2006, one Smt. Anjali Roy, wife of Nirmalendu Roy, daughter of Late Tara Sankar Karfa and Late Smt. Prafulla Bala Karfa therein describe as Donor and her son Sanjib Roy therein describe as Donee the said Donor due to the natural love and affection duly gifted to her son ALL THAT 5.92 Satak equivalent to 2578 Sq.ft. being 0.8% share out of 4.3% share in the land of the said Rice Mill and 0.8% undivided share in the said partnership firm.

HH. By a Deed of Conveyance dated 29.6.2007 and Registered at the office of A.D.S.R. Burdwan in Book No.1, being Deed

No. 643 for the year 2008, Subhas Chandra Samanta, son of Late Chandi Charan Samanta (being the Owner of 8.33% share of the said land of 7.40 Acres) therein referred to as the Vendor and Rajkumar Samanta, son of Late Bhawani Prasad Samanta, therein referred to as the Purchaser the Vendor therein for the consideration and on the terms mention therein duly sold conveyed to the Purchaser therein ALL THAT undivided 1.1967% share equivalent to 8.90 Satak in the said land having an aggregate area of 7.40 Acres and his undivided 1.1967% share in the said partnership firm to the purchaser.

- II. By a Deed of Conveyance dated 29.6.2007 and Registered at the office of A.D.S.R. Burdwan in Book No.1, being Deed No. 646 for the year 2008, Subhas Chandra Samanta, son of Late Chandi Charan Samanta (being the Owner of 8.33% share of the said land of 7.40 Acres) therein referred to as the Vendor and Swapan Kumar Samanta, son of Late Bhawani Prasad Samanta therein referred to as the Purchaser, the Vendor therein for the consideration and on the terms mentioned therein duly sold conveyed to the Purchaser therein. ALL THAT undivided 1.1967% share in the said land measuring 7.40 Acres and

his undivided 1.1967% share in the said partnership firm to the purchaser equivalent to 8.90 Satak of land.

JJ. By a Deed of Conveyance dated 29.6.2007 and Registered at the office of A.D.S.R. Burdwan in Book No.1, being Deed No.642 for the year 2008, Subhas Chandra Samanta therein referred to as the Vendor and Basanta Kumar Samanta, son of Late Bhawani Prasad Samanta, therein referred to as the Purchaser the Vendor therein for the consideration and on the terms mention therein duly sold conveyed to the Purchaser therein ALL THAT undivided 1.1966% share in the said land measuring 7.40 Acres and his undivided 1.1966% share in the said partnership firm to the purchaser equivalent to 8.90 Satak of land.

KK. By a registered Deed of Conveyance dated 29.6.2007 and Registered at the office of A.D.S.R. Burdwan in Book No.1, being Deed No. 645 for the year 2008, Subhas Chandra Samanta therein referred to as the Vendor and Anupam Karfa also known as Anupam Kumar Karfa, son of Ratan Kumar Karfa, therein referred to as the Purchaser the Vendor therein for the consideration and on the terms mentioned therein duly sold conveyed to the Purchaser therein ALL THAT undivided 0.047% share in the said land

measuring 7.40 Acres and his undivided 0.047% share in the said partnership firm to the purchaser equivalent to 3.5 Satak.

LL. By a registered Deed of Conveyance dated 29.6.2007 and Registered at the office of A.D.S.R. Burdwan in Book No.1, being Deed No. 644 for the year 2008, Subhas Chandra Samanta therein referred to as the Vendor and Subrata Karfa, son of Ajit Kumar Karfa, therein referred to as the Purchaser the Vendor therein for the consideration and on the terms mentioned therein duly sold conveyed to the Purchaser therein ALL THAT undivided 1.27% share in the said land and his undivided 1.27% share in the said partnership firm to the purchaser therein equivalent to 9.45 Satak.

MM. By a registered Deed of Conveyance dated 29.6.2007 and Registered at the office of A.D.S.R. Burdwan in Book No.1, being Deed No. 647 for the year 2008, Subhas Chandra Samanta therein referred to as the Vendor and Sanjib Roy, son of Nirmalendu Roy, therein referred to as the Purchaser the Vendor therein for the consideration and on the terms mentioned therein duly sold conveyed to the Purchaser therein ALL THAT undivided 1.620 % share in the said land

measuring an area of 7.40 Acres and his undivided 1.620% share in the said partnership firm to the purchaser equivalent to 12 Satak.

NN. By a registered Deed of Conveyance dated 29.6.2007 and Registered at the office of A.D.S.R. Burdwan in Book No.1, being Deed No. 648 for the year 2008, Subhas Chandra Samanta therein referred to as the Vendor and Swarnalata Karfa, wife of Sri Ekkari Karfa, therein referred to as the Purchaser the Vendor therein for the consideration and on the terms mention therein duly sold conveyed to the Purchaser therein ALL THAT undivided 0.69% share in the said land and his undivided 0.69% share in the said partnership firm to the purchaser equivalent to 5.13 Satak.

OO. By a registered Deed of Conveyance dated 29.6.2007 and Registered at the office of A.D.S.R. Burdwan in Book No.1, being Deed No. 649 for the year 2008, Subhas Chandra Samanta therein referred to as the Vendor and Rashmoni Karfa, wife of Sisir Kumar Karfa, therein referred to as the Purchaser the Vendor therein for the consideration and on the terms mention therein duly sold conveyed to the Purchaser therein ALL THAT undivided 0.69% share in the said land measuring an area of 7.40 Acres his undivided

0.69% share in the said partnership firm to the purchaser equivalent to 5.13 Satak.

PP. The share of the various Owners as mutually agreed by all the co-owners in the said entire premises at present is as follows :-

1.	Kali Sankar Karfa	8.590%
2.	Salilendra Kumar Roy	1.075%
3.	Arpita Som	1.075%
4.	Sikha Bute	1.075%
5.	Chandan Sen	1.075%
6.	Anjali Roy	3.500%
7.	Sanjib Roy	2.420 %
8.	Ratan Kumar Karfa	2.865%
9.	Sisir Kumar Karfa	2.865%
10.	Anupam Kumar Karfa	0.481%
11.	Rashmoni Karfa	0.690%
12.	Asim Kumar Karfa	1.910%
13.	Tapan Kumar Karfa	1.910%
14.	Asis Karfa	1.910%
15.	Bikash Kumar Karfa	1.910%
16.	Soma Karfa	0.636%
17.	Soham Karfa (Minor)	0.637%
18.	Arpan Karfa (Minor)	0.637%
19.	Bani Roy	1.910%
20.	Ajit Kumar Karfa	2.610%
21.	Ranojit Kumar Karfa	2.600%
22.	Amiya Kumar Karfa	2.600%
23.	Ekkari Karfa	2.610%
24.	Swarnalata Karfa	0.690%

25.	Chandan Karfa	0.866%
26.	Priya Karfa	0.867%
27.	Ruma Pande	0.867%
28.	Subrata Karfa	1.271%
29.	Basanta Kumar Samanta	4.765%
30.	Jharna Daw	3.571%
31.	Raj Kumar Samanta	4.766%
32.	Swapan Kumar Samanta	4.766%
33.	Sabitri Samanta	3.571%
34.	Radharani Guha	3.571%
35.	Alka Kumar	3.571%
36.	Sumit Kumar Samanta	10.934%
37.	Siddartha Samanta	4.167%
38.	Karabi Samanta	4.166%
		100.000%

QQ. That on coming to know the desire of the Owners of the land Brojo Nath Samanta & Co. (Rice Mill) and M/s. Jagat Berh Rice Mill to Sale the same to the purchasers herein made an offer to all the owners to purchase the said land including remaining plant and machineries and land measuring about 7.40 acres in Mouza Jagat Berh Police Station and District Burdwan morefully and particularly described in the Schedule hereunder written and hereinafter referred to as the said land.

RR. The Vendors and Confirming Party represents and covenants to the purchasers as follows :-

(i) The representation and covenants as mentioned hereinabove are all true and correct.

(ii) Till date no legal proceedings or any other proceedings still pending in any court of law in relation to the title and possession containing the said land.

(iii) No dispute or difference exists between the vendors and any other person concerning to or relating to the said land in any way whatsoever.

(iv) Apart from the vendors none else have any right, title, interest or claim of whatsoever nature in the said land.

(v) No notice or any proceeding is pending under the Public Demand Recovery Act and/or any other law for the time being in force.

(vi) No agreement for sale exists at present memorandum of Understanding or Mortgage or security or charges exists in respect of the said land.

(vii) There is no employee of labourer or contract labour exists either in respect of Jagatberh Rice Mill or Brojo Nath Samanta & Co. "Rice Mill" or B. N. Samanta & Co. "Rice Mill". All the labourer has resign and their financial claim has been settled.

(viii) There is no Labour Union or any industrial disputes or any claim of any employers, labourers or partners exists or pending any where.

(ix) There is no production activities or any kind of business activities exists for last several years.

(x) The said land is not the subject matter of any requisition or acquisition proceedings of the land Acquisition Collector, Burdwan Development Authority, or Government or any other public Authority or any other law for the time being in force or otherwise.

(xi) The said land is free from all encumbrances charges liens and mortgage lispences trust of whatsoever nature.

(xii) No Income Tax Recovery proceedings or any other Recovery proceedings are pending against the vendors or its predecessors-in-interest or in the name of the partnership firm.

(xiii) B. N. Samanta & Co. a partnership firm has previously carried on business. All the partners except Sanjib Roy, son of Nirmalendu Roy residing at R. B. Ghosh Road, P.O.& P.S.& District -Burdwan and Subrata Karfa,

son of Sri Ajit Kumar Karfa, residing at Chaulpatty, P.O. & P.S. - Tarkeshar, District - Hooghly have resigned. Their Accounts had been settled. Now Sanjib Roy and Subrata Karfa are the only partner of the Brojo Nath Samanta & Co. also known as B. N. Samanta & Co. None of the erstwhile partners or legal heirs of the deceased partners have any claim whatsoever against the present partners and all erstwhile partners and present partners have agreed to sale the said land and premises describe in the Schedule below to the Purchasers herein free from all encumbrances charges lien and lispendences. The said partnership firm also confirm the share of individual ownership as stated hereinabove. Apart from the Vendors none else have any right title or interest in the said partnership firm and the said land they are the only partners.

[xiv] The Jagatberh Rice Mill was also a partnership firm. All the partners of all the earlier partners of the said partnership firm has legally resigned and/or are retired save and except Sanjib Roy and Subrata Karfa and all the accounts of the erstwhile partnership firm was settled and paid and none of the erstwhile partners or legal heirs of the deceased partners have any claim whatsoever and however against the present partners/vendors herein and/or in

respect of the said land in respect of partnership firm and all the erstwhile partners and present partners gave consent to sale the said land and premises to the present partners herein. All the erstwhile partners and present partners have agree to sale the land and premises free from all encumbrances to the purchasers herein.

(xv) All the partners of the said firm Brojo Nath Samanta & Co. and Jagatberh Rice Mill except Sanjib Roy and Subrata Karla have duly surrendered their rights title interest possession in respect of the said land, remaining factory, plant, machinery, structures unto and in favour of the Vendors herein and undertakes that they will not raise any claim of whatsoever nature including possession thereof.

(xvi) There is no dispute with labours and/or workers or under the provision of factories Act and there is no demand against the said land and premises or in respect said partnership firms or in respect of Salary, Provident Fund, gratuity and in any other law for the time being in force. All the workers have lawfully resigned and fully paid off or voluntarily retired from both the aforesaid partnership firms and their dues has been duly paid of and none have any claim of whatsoever nature.

(xvii) In view of the resignation the said all the partners only Sanjib Roy and Subtrata Karfa are the only present partners of M/s. Jagat Berh Rice Mills & M/s. Brojo Nath Samanta & Co. also known as B. N. Samanta & Co. and all the accounts of the previous partners of the firm has been settled and they legally retired from the said partnership firm. Apart from the Vendors none else have any right title or interest in respect of the both the aforesaid firms.

(xviii) All the statutory dues including Income Tax, Sale Tax, Employees Provident Funds and Gratuity Employees State Insurance, Bank or Financial Institution dues, Creditors Sunday Creditors have been paid and all the workers, staffs and employees of the said both partnership firms have been lawfully retired and they have no claim against the said firms.

(xix) The Vendors including "Brojo Nath Samanta and Co." alias "B.N. Samanta & Co." Rice Mill owned seized and possessed of all that piece and parcel of land measuring about 7.36 acres in C.S. Dag No. corresponding to R.S. Dag No. also 136, 137, 138, 121, 134, 139, 140, 142, 143, 144, 145, 146, 147, 148, 149, 150, R.S. Khatian No. 37, 42, 43, 44, 45, 46, 47, 149 corresponding to C.S. Khatian No. 37, 42, 43, 44, 45, 46, 47 and 2 in J.L. No. 34 Mouza

Jagatberh, Police Station District Burdwan. In Khatian the name of recorded owner is recorded as Brojo Nath Samanta & Co. Rice Mill represented by Bhawani Prasad Samanta, Subhas Chandra Samanta, Sandip Kumar Samanta, Sumit Kumar Samanta Debi Sankar Karfa, Amiya Kumar Karfa, Ratan Kumar Karfa Chittaranjan Karfa, Govinda Chandra Karfa, Tara Sankar Karfa, Bhabani Sankar Karfa, Ranojit Kumar Karfa, Sisir Kumar Karfa, Ajit Kumar Karfa, Ekkari Karfa and Kali Sankar Karfa. The said land was record in L.R. Khatian No. 225/1 (Non Agri) Rice Mill in L.R. Dag No. 187 having an Area 7.40 Acres in the name of "Brajo Nath Samanto & Co." Rice Mill.

(xx) M/s. Jagat Berh Rice Mill was run and managed by the respective partners of Samanta Group and Karfa Group having their respective shares. Since the Rice Mill is completely defunct and in operative and the business is not fetching any income the partners have decided to resign from the partnership. Now the only partners remain Sanjib Roy and Subrata Karfa. All the previous partners also agree to sale the land premises, plant and machinery to the purchasers herein.

(xxi) If the Purchasers for any reason whatsoever is dispossessed or deprived of full enjoyment of the said land

or any part thereof or any encumbrances is found or any defect in title is found or the said premises have no clear marketable title free from all type of encumbrances then in such event the Vendors and Confirming Party and each one of them doth hereby agree to indemnify and keep the Purchasers fully indemnified and harmless for all losses, damages, costs, charges, claims and demands, arising out of the land and premises hereby sold as regard to the title, possession, enjoyment, user, thereof. However the Vendors will not be required to obtain the conversion of the land in the record of B.L. & L.R.O.

(xxii) If the purchasers are unable for full enjoyment of the said land and premises for reasons relating to any defect in title of the Vendors in respect of the said land, to fully enjoy and use the said land or any part thereof hereinafter, the Vendors and Confirming Party and each one of them do hereby agree that in such an eventuality each of the Vendors whose title has become defective shall be liable to take effective steps to indemnify the Purchasers so that the defect in title is cured/removed and/or the Purchasers are adequately compensated.

xxiii) The Vendors have already paid and cleared up all claims of any Government Statutory body or Semi

Government Organization, P.F., E.S.I, labour related, Sales Tax, Central Sales tax etc. and undertake to clear any dues or demand in respect of any liability of the said two partnership business found in future.

xxiv] All the owners mutually divided and demarcated their respective allocation area as shown in the map or plan Annexed hereto in the different Lot. The share and area of the 27 Co-owners namely (1) Basanta Kumar Samanta, (2) Jharna Daw, (3) Raj Kumar Samanta, 4) Swapan Kumar Samanta, 5) Sabitri Samanta, 6) Radharani Guha, 7) Alaka Kumar, (8) Anjali Roy, (9) Sanjib Roy, (10) Ratan Kumar Karfa, (11) Sisir Kumar Karfa, (12) Anupam Kumar Karfa, (13) Rashmoni Karfa, (14) Asim Kumar Karfa, (15) Tapan Kumar Karfa, (16) Asis Karfa, (17) Chhaya Samanta, (18) Jharna Samanta, (19) Krishna Dan, (20) Bikash Kumar Karfa, (21) Ajit Kumar Karfa, (22) Ranajit Kumar Karfa, (23) Amiya Kumar Karfa, (24) Chandan Karfa, (25) Priya Karfa, (26) Ruma Pandey, (27) Subrata Karfa, are shown as Lot "A" bordered with "RED" Ink, is having 60.723% share equivalent to 4.4935 Acres. The area of Soma Karfa and her two minor sons Soham Karfa and Arpan Karfa having undivided 1.910% share equivalent to 0.1413 Acres allotted, divided and demarcated area being Lot No. "B" shown in the map in "BLACK" colour, Sumit Kumar Samanta and Bani Roy having undivided share of 12.844% allotted the

divided and demarcated area having 0.5505 Acres being Lot "C" as shown in the map or plan annexed hereto and Bordered "GREEN", Kali Sankar Karfa having undivided 8.590% allotted the divided and demarcated are having 0.6357 Acres being Lot "D" bordered with "YELLOW" colour, Salinendra Kumar Roy, Arpita Som, Shikha Bute and Chandana Sen having undivided 4.300% allotted to divided and demarcated area having 0.6166 Acres being Lot No. "E" shown in Blue Colour. Swarnalata Karfa having undivided share of 0.690% allotted to demarcated and divided area having 0.0511 Acres as shown in the Lot No. "F" in the map or plan marked "BROWN" colour. Ekkari Karfa having Undivided 2.610% Share allotted to divided and demarcated area of 0.1931 Acres shown in the map or plan as Lot No. "G" marked with "PURPLE" colour Siddhartha Samanta, Karabi Samanta, Bhakti Samanta having jointly undivided 8.333% share was allotted to the demarcated and divided share having an area of 0.6166 Acres shown as Lot No. "H" in the map or plan annexed hereto and bordered with "PINK" colour.

- SS. Relying upon the aforesaid representation made by the Vendors and acting on faith thereof the Purchaser has agreed to purchase and the Vendors have agreed to sale their undivided said land and premises 0.690% of share free from all encumbrances, charges, mortgages liens, lispendences, litigations with a clear marketable title at and

for a consideration of Rs.6,38,940/- (Rupees Six lacs thirty eight thousand nine hundred and forty) only and on the terms and conditions as will appear hereinafter.

**NOW THIS INDENTURE WITNESSETH** that in pursuant of the said Agreement and relying on the various representation and covenant made therein by the various Owners/Vendors and the Confirming Party and for a consideration of the sum of Rs.6,38,940/- (Rupees Six lacs thirty eight thousand nine hundred and forty) only paid by the Purchasers to the Vendors herein on or before the execution of these present (the receipt whereof the Vendors do and each one of them doth hereby admit and acknowledge and discharge and release the said land and premises and every part thereof and also the Purchasers) the Vendors do and each one of them doth hereby sell grant, convey, transferred by way of sale assign and assure unto the purchasers free from all encumbrances charges liens and lispence with a clear marketable title **ALL THAT** the undivided 0.690% Share or interest in said land measuring about 7.40 Acres more or less in Mouza Jagat Berh holding Nos. 597 Ward No. 16 within the limit of Burdwan Municipality District Burdwan morefully and particularly described in the Schedule written hereunder and hereinafter referred to as the said land OR HOWSOEVER OTHERWISE the said land or any part thereof now are or is or

heretofore were or was situated, butted, bounded, described or distinguished TOGETHER WITH all areas, privileges easements, commodities, appendages and appurtenances and other amenities whatsoever thereunto belonging or in anywise appertaining thereto held used or occupied therewith or known as part and parcel or member thereof and the reversion or reversions remainder or remainders yearly, monthly and other rents issues and profits thereof. AND ALL estate right title interest claim and demand whatsoever of the Vendors unto upon or in respect of the said land and every part thereof ALL DEEDS PATTAS WRITINGS AND MUNIMENTS and evidences of Title relating thereto or any part thereof which now are or may hereinafter be in the possession or custody of the vendors or any person or persons from whom the vendors may procure the same without any action either at law or in equity TO HAVE AND TO HOLD the same and all singular the land hereby sold, conveyed, transferred unto and to the use of the purchasers in free simple in possession free from all encumbrances whatsoever absolutely forever with the purchasers and the vendors do and each one them doth hereby covenant and agree with the purchasers, that NOT WITHSTANDING any act deed or things done or committed or knowingly permitted or suffered to the contrary by the vendors or any of their predecessors-in-title, the vendors have good right full power and absolute authority to sell grant convey transfer

assign and assure the land unto and to the purchasers in the manner herein and duly assign and assure the land unto and to the purchasers in the manner aforesaid and in case of any encumbrances or charges or title is found defective or any misrepresentation as aforesaid made by the Vendors then the Vendors and Confirming Party will keep the Purchasers full indemnified and harmless with regard the same AND THAT the purchasers shall hold the said land and premises free and clear and freely and clearly and absolutely acquitted and forever released and discharged by the vendors and well and sufficiently same, defended kept harmless and identified of from and against all matter and other estate, right title, interest, encumbrances, charges, whatsoever made done, occasioned, suffered by the vendors or any or their predecessor-in-title from any person or person equitably or lawfully claiming through under or in trust for the vendors AND FURTHER THAT the vendors and all persons equitable or lawfully claiming any estate or interest in the said land and premises or any part thereof from under or in trust for the vendors or from or under any of his/her/their predecessor-in-title, shall and will at all times hereafter at the request do and execute or cause to be done and executed all such acts, deeds and things whatsoever for further and more fully and perfectly assuring the said land and premises and every part thereof unto and to the use of the purchasers as may be

reasonably required and the vendors do and each one of them doth hereby further covenant and assure the purchasers that no part of the said land is vested with Government or any semi Government authority AND the vendors have good rights, full power and absolute authority to sell the same in the manner aforesaid and FURTHER THAT the vendors have already handed over all documents and relating papers to the Purchasers AND FURTHER THAT the vendors do and each of them doth hereby declared that all outstanding rents and taxes, govt. revenue, Provident Fund, E.S.I, Sales tax and all other impositions, whatsoever of nature due payable by the vendors or any of his/their predecessor-in-title in respect of the said land upto the date of these presents have been paid AND WHEREAS the purchasers shall have every right to construct building made development thereof and also having full authority to transfer right, title, interest and possession over the said land and premises.

The Vendors do and each of them doth hereby irrevocably nominate, constitute and appoint in his/her/their place and stead and put and depute the purchasers and/or or its authorized representative to be the true and lawful attorney of the vendors and each of them to act on his/her/their behalf and in his/her/their name and to do all such things as the said Attorney shall think fit and in particular to ask demand sue for

recover realize and receive the said land and premises transferred and every part thereof from all persons liable to delivery or pay the same respectively and on delivery or payment thereof to give valid and effective receipts and discharges for the same respectively and to commence and prosecute or defend any action suit or other proceedings whatsoever relating to the said land premises deeds and outstanding hereby transferred or any part thereof and also to adjust settle compound compromise all accounts transactions suits and proceedings whatsoever relating to his/her/their and or sign execute register and deed documents declaration affidavits conveyance deed, rectification deed before any authorities concerned including all Registration authorities semi government authorities etc all or any of the purpose aforesaid to use the same of the vendors but at the cost of the purchasers and from time to time appoint substitute or substitutes and revoke such appointment at pleasure and generally to execute perform and do any other act deed or things whatsoever in relation to the said land and premises as aforesaid as fully and effectually as the vendors and each of them could personally do if these presents has not been executed by the vendors. The vendors and each one of them hereby ratifying and confirming and agreeing to ratify and confirm whatsoever the purchasers or any one them or any substitute appointed by them shall do execute or cause to be done or executed and also

agreeing not to revoke the powers hereby conferred or any part thereof at any time hereinafter.

**THE FIRST SCHEDULE ABOVE REFERRED TO**

ALL THAT piece and parcel of land measuring about 7.40 acres in C.S. Dag and R.S. Dag No. 136, 137, 138, 121, 134, 139, 140, 142, 143, 144, 145, 146, 147, 148, 149, 150 corresponding to C. S. Khatian 37, 42, 43, 44, 45, 46, 47, 2 R.S. Khatian No. 37, 42, 43, 44, 45, 46, 47, 149 corresponding L. R. Dag No. 187 & L. R. Khatian No. 225/1 Rice Mill in J.L. No. 34 Mouza Jagat Berh. Holding No. 597 Ward No. 16 within the limit of Burdwan Municipality Police Station District Burdwan.

**THE SECOND SCHEDULE ABOVE REFERRED TO:**

ALL THAT the piece and parcel divided and demarcated 0.690% of land out of 7.40 Acres i.e., equivalent to 0.0511 Acres in C.S. Dag and R.S. Dag No. 136, 137, 138, 121, 134, 139, 140, 142, 143, 144, 145, 146, 147, 148, 149, 150 corresponding to C. S. Khatian 37, 42, 43, 44, 45, 46, 47, 2 R.S. Khatian No. 37, 42, 43, 44, 45, 46, 47, 149 corresponding L. R. Dag No. 187 & L. R. Khatian No. 225/1 Rice Mill in J.L. No. 34 Mouza Jagat Berh. Holding No. 597 Ward No. 16 within the limit of Burdwan Municipality Police Station District Burdwan as more shown in the map or plan annexed hereto annexed hereto and bordered in "BROWN INK".

IN WITNESS WHEREOF the parties hereto set and subscribed their respective hands and seals on the day month and year first above written.

**SIGNED SEALED AND DELIVERED**  
by the **VENDORS** at Kolkata in the presence of:

*Pawan Saeng*  
(PAWAN KUMAR SAENG)  
PODDAR VIHAR  
Flat No. 105/141,  
59, V. P. Road,  
Kol-52

*Jukmesa Wandy*  
42, K. S. S. Kol-85

**SIGNED SEALED AND DELIVERED**  
by the **PURCHASERS** at Kolkata in the presence of:

*Pawan Saeng*  
*Jukmesa Wandy*

**SIGNED SEALED AND DELIVERED**  
by the **CONFIRMING PARTY** at Kolkata in the presence of:

*Pawan Saeng*  
*Jukmesa Wandy*

*Swarshata Karfa*

Jagat Besh Rice Mill  
*Sanjib Roy*  
Partner

Borojo Natta Samanta & Co. (Rice Mill)  
*Sanjib Roy*  
Partner

For ABHILASHA HEIGHTS (P) LTD.

*Sukhdeep Karfa*  
Director

For AARTI HIGHRISE (P) LTD.

*Sukhdeep Karfa*  
Director

*Sukhdeep Karfa*  
For ABHILASHA HEIGHTS (P) LTD.  
Director

For AARTI HIGHRISE (P) LTD.  
Director

*Sukhdeep Karfa*

**MEMO OF CONSIDERATION**

**RECEIVED** of and from the within named Purchasers the within mentioned sum of Rs.6,38,940/- (Rupees Six lacs thirty eight thousand nine hundred and forty) only as entire consideration money as per memo below:

**Rs. 6,38,940/-****MEMO**Swarnalata Kufia

Paid by D.D. No. 754016 dated 19.04.2011 issued by Andhra Bank

Rs. 10,000/-

Paid by Cash

Rs. 6,28,940/-

-----  
**Rs. 6,38,940/-**  
 -----

(Rupees Six lacs thirty eight thousand nine hundred and forty) only.

**WITNESSES :-**1. *Swarnalata Kufia**Swarnalata Kufia.*2. *Subraman Nandey*

*Drawn by  
 Accountant  
 Andhra Bank  
 X 1105 A 2/2/11  
 13/04/11*

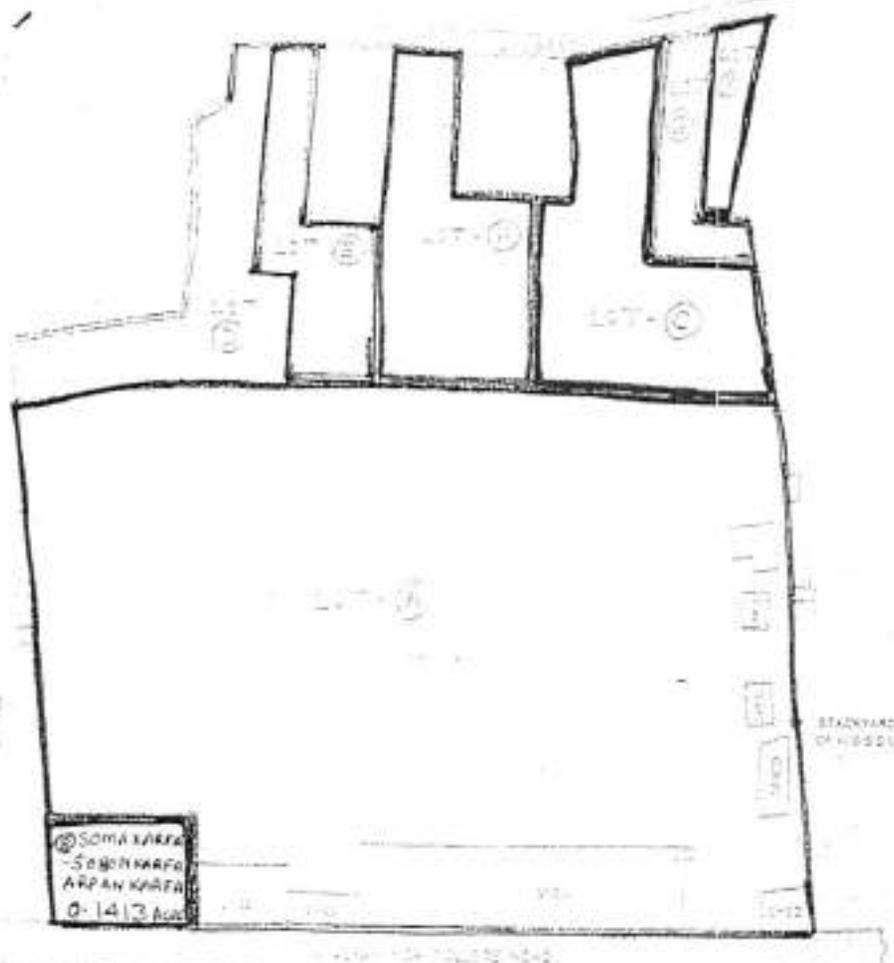
## SPECIMEN FORM FOR TEN FINGERPRINTS

 <i>Subinoy Karfa</i>	<i>Subinoy Karfa</i>	Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
		    					
		Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
		    					

 <i>Indira Kati Karfa</i>	<i>Indira Kati Karfa</i>	Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
		    					
		Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
		    					

 <i>Sanjay Roy</i>	<i>Sanjay Roy</i>	Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
		    					
		Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
		    					

<div style="border: 1px solid black; padding: 5px; width: 100px; height: 100px; margin: 0 auto;"> <p style="text-align: center; margin: 0;">PHOTO</p> </div>		Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
		<div style="border: 1px solid black; width: 100%; height: 100%;"></div>					
		Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
		<div style="border: 1px solid black; width: 100%; height: 100%;"></div>					



N

*Swarna Kanta Karfa.*

ACTUAL SITE PLAN OF THE JAGAT BERSH RICE MILL IN HOLDING NO. 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

Jagat Bersh Rice Mill  
*Sanjay Roy*  
 Partner

*S. Subinay Karfa*  
 For ABHILASHA HEIGHTS (P) LTD.  
*S. Subinay Karfa*  
 Director

Brojo Nath Rice Mill Samant & Co. (Rice Mill)  
*Sanjay Roy*  
 Partner

For AARTI HIGHRISE (P) LTD.  
*S. Subinay Karfa*  
 Director



**Government Of West Bengal**  
**Office Of the A. D. S. R. BURDWAN**  
**District:-Burdwan**

**Endorsement For Deed Number : I - 04348 of 2011**  
**(Serial No. 03898 of 2011)**

**On 02/06/2011**

**Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)**

Presented for registration at 18.00 hrs on 02/06/2011 at the Private residence by Subinoy Karfa one of the Claimants

**Admission of Execution(Under Section 58,W.B.Registration Rules,1962)**

Execution is admitted on 02/06/2011 by

1. Swarnalata Karfa, wife of Ekkari Karfa, Khaja Anowar Berh, BURDWAN, Thana:-Barddhaman, District:-Burdwan, WEST BENGAL, India, P.O. :-Sripally, By Caste Hindu, By Profession : Others
  2. Sanjib Roy  
Partner, Jagat Berh Rice Mill, Jagat Berh, Vivekananda College Road, BURDWAN, Thana:-Barddhaman, District:-Burdwan, WEST BENGAL, India, P.O :-Sripally Pin :-713103.  
By Profession : Business
  3. Sanjib Roy  
Partner, Brojo Nath Samanta & Co ( Rice Mill ), R. B. Ghosh Road, BURDWAN, Thana:-Barddhaman, District:-Burdwan, WEST BENGAL, India, P.O. :-Burdwan.  
By Profession : Business
  4. Subinoy Karfa  
Director, Abhisha Heights Private Limited, 9a Lord Sinha Road  
Pan No - Aaica9682p, KOLKATA MUNICIPAL CORPORATION, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700071  
By Profession : Others
  5. Subinoy Karfa  
Director, Aarti Highrise Private Limited, 9a Lord Sinha Road  
Pan No - Aaica9681q, KOLKATA MUNICIPAL CORPORATION, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700071  
By Profession : Others
- Identified By Partha Nandy, son of Arun Kumar Nandy, 10, K. Roy Road, KOLKATA MUNICIPAL CORPORATION, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700001, By Caste: Hindu, By Profession: Service



( Prasanta Mukhopadhyay )  
 ADDITIONAL DISTRICT SUB-REGISTRAR

**On 03/06/2011**

**Payment of Fees:**

Amount By Cash

Rs. 9863/-, on 03/06/2011

( Under Article : A(1) = 9856/-, E = 7/- on 03/06/2011 )

( Prasanta Mukhopadhyay )

ADDITIONAL DISTRICT SUB-REGISTRAR



Government Of West Bengal  
Office Of the A. D. S. R. BURDWAN  
District:-Burdwan

Endorsement For Deed Number : I - 04348 of 2011  
(Serial No. 03898 of 2011)

**Certificate of Market Value(WB PUVI rules of 2001)**

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-896677/-

Certified that the required stamp duty of this document is Rs. - 53811 /- and the Stamp duty paid as impressive Rs. - 100/-

**Deficit stamp duty**

Deficit stamp duty

1. Rs. 30000/- is paid, by the Bankers cheque number 562299, Bankers Cheque Date 02/06/2011, Bank Name State Bank of India, BURDWAN, received on 03/06/2011
2. Rs. 23850/- is paid, by the Bankers cheque number 562300, Bankers Cheque Date 02/06/2011, Bank Name State Bank of India, BURDWAN, received on 03/06/2011

( Prasanta Mukhopadhyay )  
ADDITIONAL DISTRICT SUB-REGISTRAR

On 07/06/2011

**Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)**

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 23,5 of Indian Stamp Act 1899, also under section 5 of West Bengal Land Reforms Act, 1955. Court fee stamp paid Rs.10/-

**Payment of Fees:**

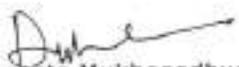
Amount By Cash

Rs. 0/-, on 07/06/2011

Exempted ( on 07/06/2011 )

( Prasanta Mukhopadhyay )  
ADDITIONAL DISTRICT SUB-REGISTRAR



  
( Prasanta Mukhopadhyay )  
ADDITIONAL DISTRICT SUB-REGISTRAR

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I  
CD Volume number 13  
Page from 5023 to 5077  
being No 04348 for the year 2011.



  
(Prasanta Mukherjee) 07-June-2011  
ADDITIONAL DISTRICT SUB-REGISTRAR  
Office of the A. D. S. R. BURDWAN  
West Bengal

-----  
DATED THIS THE 2<sup>nd</sup> DAY OF June 2011  
-----

BETWEEN

SWARNALATA KARFA & ORS.

OWNERS/VENDORS

AND

ABHILASHA HEIGHTS PRIVATE  
LIMITED & ANR.

PURCHASERS

AND

SUBINOY KARFA

CONFIRMING PARTY

CONVEYANCE

**MR. AWANI KUMAR ROY**

Advocate

10, Kiran Shankar Roy Road,  
Kolkata - 700001.