

भारतीय गैर न्यायिक



INDIA NON JUDICIAL



पश्चिम बंगाल WEST BENGAL

AC 521595

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14/07/21

Asha Mittal

Kemmittal

BEFORE THE LD. EXECUTIVE MAGISTRATE AT SILIGURI

AGREEMENT OF AMALGAMATION

THIS AGREEMENT IS MADE ON THIS THE 14th DAY OF

July 2021.

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Executive Magistrate
Siliguri

Sl. No. 1244 Date 21.4.2021

PURCHASER SMT. ASHA MITTAL & OTHERS

Full Address SUNNY TOWER, SIU GORI

Total Value 50/-

Stamp Purchased from JPG Treasury-1

JRD

STAMP VENDOR
JAYA RANI DAS
Licence No. 1 of 99-2000
Addl. DSR Office, Raigarh, Jabalpur



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BEFORE THE LD. EXECUTIVE REGISTRAR AT SIU GORI

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Executive Magistrate
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Asha Mittal

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BETWEEN

SMT. ASHA MITTAL, wife of Sri Kailash Nath Mittal, Indian by Nationality, Hindu by faith, House-wife by occupation, resident of Shree Sadan, Arunodoy Path, Narayan Nagar, Guwahati, P.O. and P.S. - Bharalumukh, District - Kamrup, PIN - 781009, in the State of Assam, and presently residing at Second Floor, Sunny Tower, Siliguri, P.O. - Sevoke Road, P.S. - Siliguri, District - Darjeeling, PIN - 734001, in the State of West Bengal, hereinafter called the "**FIRST PARTY**" (which expression shall unless excluded by or repugnant to the context be deemed to include her heirs, executors, successors, representatives, administrators and assignees) of the "**ONE PART**". (I.T. PAN - ACVPM9105B)

AND

SRI KAILASH NATH MITTAL, son of Kundan Lal Mittal, Indian by Nationality, Hindu by faith, Business by occupation, resident of Shree Sadan, Arunodoy Path, Narayan Nagar, Guwahati, P.O. and P.S. - Bharalumukh, District - Kamrup, PIN - 781009, in the State of Assam, and presently residing at Second Floor, Sunny Tower, Siliguri, P.O. - Sevoke Road, P.S. - Siliguri, District - Darjeeling, PIN - 734001, in the State of West Bengal, hereinafter called the "**SECOND PARTY**" (which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, successors, representatives, administrators and assigns) of the "**OTHER PART**". (I.T. PAN - AJPPM7296J)

I. WHEREAS by virtue of Deed of Conveyance, executed on 10-08-1998, being Document No.2256 for the year 1998, entered in Book-I, Volume No.25, Pages 381 to 390, registered in the Office of Sub-Registrar, Rajganj, abovenamed **SMT. ASHA MITTAL** (The First Party) became the sole, absolute and exclusive owner of all that land measuring about 0.3521 Acres, more particularly described in Schedule-A given hereinbelow, having permanent, heritable and transferable right, title and interest therein and the same was recorded in her name in Record of Rights being L.R. Khatian No.318, forming part of L.R. Plot No.9 corresponding to R.S. Plot No.84 and 85, situated within Mouza - Dabgram, J.L. No.2, L.R. Sheet No.32 corresponding to R.S. Sheet No.9, Pargana - Baikunthapur, P.S. - Bhaktinagar, District - Jalpaiguri.


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II. AND WHEREAS by virtue of Deed of Conveyance, executed on 10-08-1998, being Document No.2257 for the year 1998, entered in Book-I, Volume No.25, Pages 391 to 400, registered in the Office of Sub-Registrar, Rajganj, abovenamed **SRI KAILASH NATH MITTAL** (The Second Party) became the sole, absolute and exclusive owner of all that land measuring about 0.3341 Acres, more particularly described in Schedule-C given hereinbelow having permanent, heritable and transferable right, title and interest therein and the same was recorded in his name in Record of Rights being L.R. Khatian No.319, forming part of L.R. Plot No.9 corresponding to R.S. Plot No.84 and 85, situated within Mouza - Dabgram, J.L. No.2, L.R. Sheet No.32 corresponding to R.S. Sheet No.9, Pargana - Baikunthapur, P.S. - Bhaktinagar, District - Jalpaiguri.

III. AND WHEREAS the parties of the One Part and the Other Part are now desirous of constructing a building in their respective plots, more particularly described in the Schedule-A and Schedule-B given hereinunder.

IV. AND WHEREAS the parties of the One Part and the Other Part have now decided to amalgamate their aforesaid respective plots of land, more particularly described in the Schedule-X, given hereinbelow, for the better utilisation of the land and to give better shape to the building to be constructed thereon under certain terms and conditions mentioned hereinunder.

V. AND WHEREAS the parties hereto have thought it advisable to reduce the terms and conditions in writing to avoid future disputes and mis-understanding among themselves.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS :

1. That the parties hereto have agreed to construct a building by amalgamating their individual plot of land, more particularly described in the Schedule-X given hereinunder, for giving a better shape to the building to be constructed.

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2. That after construction of the building the parties hereto shall have impartible right in the land on which the building will stand.

3. That both the parties hereto hereby represents and warrants to each other that they undertake to signify his/ her/ their consent to the plans, elevations, designs, drawings, specifications, etc. as proposed for the said development / construction and to sign it and all other incidental and necessary papers for approval of the building plan.

4. The parties hereto shall bear the costs and expenses in relation to the preparation, execution, administration, modification and amendment of this Indenture.

That the professional fee to be paid to the engineers, architects, advocates, solicitors and chartered accountants for the approval of the building plan/s, legal and financial/ taxation consultancies and other professional assistances shall be borne proportionately by the parties hereto.

5. That both the parties hereto hereby represents and warrants to each other that they have a clear and marketable title to their aforesaid respective plots of land free from all or any encumbrances, charges, liens, lispensens, acquisition, requisitions, claims and demands, and the land more particularly described in the Schedule-X given hereinbelow is capable of being developed / constructed upon.

6. That both the parties hereto hereby represents and warrants to each other that they shall make proportionate payments as per their respective proportionate shares for the conversion of the character of the Schedule-X Land.

7. That the matter not specifically stipulated in these presents or in case of any dispute arising hereinafter or with respect to the working of these presents shall be referred for arbitration under the Arbitration Act and Conciliation Act, 1996 and the award of the Arbitrators and/or Umpires shall be final and binding on the parties hereto.


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8. That the parties hereto shall be entitled to produce this agreement before the appropriate authority (e.g. at the time of approval of the building plan) as and when required at any time hereinafter.

SCHEDULE - A

All that piece or parcel of vacant land measuring 0.3521, forming part of R.S. Plot No.84 and 85 corresponding to L.R. Plot No.9, recorded in R.S. Khatian No.82 corresponding to L.R. Khatian No.318, situated within Mouza-Dabgram, J.L. No.2, R.S. Sheet No.9 corresponding to L.R. Sheet No.32, Pargana - Baikunthapur, Jyotnagar, bearing Holding No.570/2 in Ward No.41 of Siliguri Municipal Corporation, P.S. - Bhaktinagar, District - Jalpaiguri.

The said land is bound and butted as follows :

By North	:-	Land of Sri Ashok Anand Singhal,
By South	:-	Land of Second Party,
By East	:-	16 Feet wide common private Road,
By West	:-	42 Feet wide S.M.C. Road.

SCHEDULE - B

All that piece or parcel of vacant land measuring 0.3341 Acres, forming part of R.S. Plot No.84 and 85 corresponding to L.R. Plot No.9, recorded in R.S. Khatian No.82 corresponding to L.R. Khatian No.319, situated within Mouza-Dabgram, J.L. No.2, R.S. Sheet No.9 corresponding to L.R. Sheet No.32, Pargana - Baikunthapur, Jyotnagar, bearing Holding No. 570/1 in Ward No.41 of Siliguri Municipal Corporation, P.S. - Bhaktinagar, District - Jalpaiguri.

The said land is bound and butted as follows :

By North	:-	Land of First Party,
By South	:-	Land of Lama Babu and others,
By East	:-	16 Feet wide common private Road,
By West	:-	42 Feet wide S.M.C. Road.


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SCHEDULE - X



All that piece or parcel of vacant land measuring 0.6862 Acres, forming part of R.S. Plot No.84 and 85 corresponding to L.R. Plot No.9, recorded in R.S. Khatian No.82 corresponding to L.R. Khatian Nos.318 and 319, situated within Mouza-Dabgram, J.L. No.2, R.S. Sheet No.9 corresponding to L.R. Sheet No.32, Pargana - Baikunthapur, Jyotinagar, bearing Holding Nos.570/2 and 570/1 in Ward No.41 of Siliguri Municipal Corporation, P.S. - Bhaktinagar, District - Jalpaiguri.

The said land is bound and butted as follows :

- By North :- Land of Sri Ashok Anand Singhal,
By South :- Land of Lama Babu and others,
By East :- 16 Feet wide common private Road,
By West :- 42 Feet wide S.M.C. Road.

IN WITNESSES WHEREOF THE PARTIES HERETO HAVE PUT THEIR RESPECTIVE SIGNATURE ON THIS INDENTURE ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

WITNESSES :

1. Sanket Agnewal
S/o Narendra Kumar Agnewal
2, S.F. Road,
Siliguri

Asha Mittal

FIRST PARTY

2. Mihir Ranjan Ghosh.
S/o H. Monoranjan Ghosh.
Nabagram, Siliguri

Ranjan Ghosh

SECOND PARTY

Drafted, readover and explained
by me and typed in my office.

Rahul Choudhary
Advocate, Siliguri

OFF DAVIT

FFI-MED Lr 2

Asho Mittal

19 Jay of Aug 20 21

Executive Magistrate
Siliguri