

भारतीय गैर न्यायिक

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रुपये
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TEN
RUPEES
Rs.10

INDIA NON JUDICIAL



पश्चिम बंगाल WEST BENGAL

29AB 753189

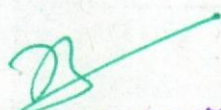
BEFORE THE LD. EXECUTIVE MAGISTRATE AT SILIGURI

AFFIDAVIT

(FOR AMALGAMATION OF LAND)

13
08/02/22

Santanu Chatterjee
Gourchaman Ray


Executive Magistrate
Siliguri

Contd.....P/2



NON JUDICIAL STAMP

No. 429 Date 03.6.2020

For Construction

of Plot

Value Rs. Tammany Roy

Govt. Stamp Vendor.
Bagdogra
Lic. No- 546/RM
07 / Darjeeling




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Santanu Chakraborty

Gurucharan Roy

We, **(1) SRI SANTANU CHAKRABORTY**, aged about 50 years, Son of Sri Shibatosh Chakraborty, Hindu by faith, Indian by nationality, legal practitioner by occupation, resident of Matri-Asish, Patel Road, Siliguri, Ward No. III (S.M.C.), P.O. & P.S. Pradhan Nagar, Dist. Darjeeling, and **(2) SRI GURU CHARAN ROY**, aged about 52 years, Son of Late Ananta Kumar Roy, Hindu by faith, Indian by Nationality, Service by occupation, resident of Sarat Nagar, P.O. New Rangia, P.S. Matigara, Dist. Darjeeling, do hereby solemnly affirm and declare as follows:-

1. That the declarant No.1 i.e. SANTANU CHAKRABORTY, Son of Sri Shibatosh Chakraborty and his brother namely Sri Susanta Chakraborty became the absolute co-owners in khas, actual and physical possession of all that 0.31 Acre or 19 Katha of land in R.S. Plot No.351 corresponding to L.R. Plot No.388, recorded in Khatian No.358, within Mouza Bairatishal, under P.S. Siliguri (now Matigara), Dist. Darjeeling through a deed of conveyance being document No. I- 8095 for the year 2013 registered at the office of the A.D.S.R. Siliguri-II at Bagdogra. Subsequently said Sri Susanta Chakraborty, Son of Shibatosh Chakraborty i.e. the younger brother of the Declarant No.1 hereof has transferred his part of 0.155 Acre of land i.e. undivided 50% share in the all that above mentioned 0.31 Acre of land unto and in favour of the Declarant No.1 hereof through a Deed of Gift being document No. I- 03135 for the year 2020 registered at the office of the A.D.S.R. Siliguri-II at Bagdogra.
2. That the Declarant No.1 hereof also became the absolute owner in possession of the all that adjacent 13 Katha of land in R.S. Plot No.351 corresponding to L.R. Plot No.388, recorded in Khatian No.358, within Mouza Bairatishal, under P.S. Siliguri (now Matigara), Dist. Darjeeling by virtue of purchase from Sri Braham Minda and Sri Manish Minda through two separate deed of conveyance being document No. I- 7415 for the year 2014 and I-7995 for the year 2014, registered at the office of the A.D.S.R. Siliguri-II at Bagdogra.
3. That the Declarant No.1 hereof on 13.03.2006 has also acquired the absolute ownership of all that adjoining 0.33 Acre or 1 Bigha of land in L.R. Plot No.391, recorded in Khatian No.5/1 & 83/1, within Mouza Bairatishal, J.L. No.70, under P.S. Matigara, Dist. Darjeeling, by way of purchase from Sri Arjun Chandra Roy and Sri Gokul Chandra Roy, both sons of Sri Bharat Chandra Roy, through a deed of conveyance being document No. I- 6660 for the year 2006 registered at the office of the A.D.S.R. Siliguri-II at Bagdogra.
4. That in the aforesaid manner the Declarant No.1 hereof has become the sole, absolute and exclusive owner in actual, khas and physical possession of all that entire 19 Katha + 13 Katha + 20 Katha = **52 Katha or 0.858 Acre** of land in L.R. Plot Nos. 388 (area measuring 0.528 Acre) & 391 (area measuring 0.33 Acre) within Mouza Bairatishal, under P.S. Matigara, Dist. Darjeeling as described in the **Schedule –“A”** herein below.


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Santanu Choudhury
Sourav Choudhury

5. That the Declarant No.2 hereto referred above has become the absolute owner in khas, actual and physical possession of all that 0.25 Acre of land within Mouza Bairatishal, under P.S. Matigara, Dist. Darjeeling as described in the **Schedule –“B”** herein below by way of purchase from Smt. Nirjala Singha, Wife of Bimal Singha, and others, through a Deed of Conveyance executed on 15.12.2006 and finally registered on 29.03.2012 at the office of the Addl. Dist. Sub-Registrar, Siliguri-II at Bagdogra, being document No.I-02883 for the year 2012 (recorded in Book No. I, CD Volume No.8, Page from 2166 to 2180) and Declarant No.2 hereof has also duly mutated and recorded his name in the L.R. ROR and accordingly L.R. Khatian being No.6056 has been opened in his name by the appropriate authority.
6. That all the above mentioned piece or parcels of land as mentioned in Schedule- “A” & “B” are adjacent to each other and to give a better shape to the land and also for better utilization of the said land the respective owners have decided to amalgamate those plots of land to make the same in a single piece of land with an intent to construct building/s jointly upon the same for their common interest.
7. That in order to facilitate and to save unnecessary expenses for the said construction of the building, we have mutually agreed and decided to joint and put our respective plots of land as described in the Schedule- “A” & “B”, below together and to treat the same as a single piece of land as described in the Schedule – “X” herein below as the amalgamated land, for better utilization of the lands and to keep better shape to the building to be constructed.
8. That we hereby declare that we have no objection if the building plan be sanctioned by the appropriate concerned authority by covering all the plots of land as a single plot of land to facilitate the construction of the said building.
9. That we hereby declare that we have agreed to construct a building by amalgamating our above mentioned land, more particularly described in the schedule – X given herein under, for giving a better shape to the building to be constructed.
10. That we hereby also declare that neither of us has any objection to narrating our respective piece and parcel of land into a single plot of land for the purpose of construction of building.
11. That neither of us has any objection to get a single building plan treating and covering their respective piece of land as a single plot of land.
12. That after construction of the building we shall have impartible and proportionate right in the land on which the building will stand.
13. That if any portion of the building constructed is to be transferred in favour of any other party then we shall have to collectively execute the transfer documents.


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Santanu Chakraborty
Santanu Chakraborty

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14. That further our respective ownership of land shall not be affected in anyway whatsoever by this declaration of Amalgamation.
15. That all of us shall be entitled to produce this affidavit before the appropriate authority (e.g. at the time of approval of the building plan) as and when required at any time hereinafter.
16. That we are swearing this affidavit for the purpose of amalgamation of our respective lands as mentioned above and also for the declaration of the facts as stated above.

SCHEDULE – "A"

(Land owned by the Declarant No. 1)

ALL THAT PIECE OF PARCEL OF LAND MEASURING 52 Katha or 0.858 Acre, appertaining to and forming part of L.R. Plot Nos. 388 (area measuring 0.528 Acre) & 391 (area measuring 0.33 Acre), recorded in the L.R. Khatian No.7262 & 7263, within Mouza Bairatishal, Pargana Patharghata, J.L No.70, within P.S. Matigara, District Darjeeling.

The entire land in plot no 388 is butted and bounded as follows:

- By North : Boundary Wall of North Bengal University;
- By South : Land in L.R. Plot No 389 & 390
- By East : 30' Wide Panchyat Road 10.06 mtrs
- By West : Boundary Wall of North Bengal University;

The entire land in plot no 391 is butted and bounded as follows:

- By North : Land in L.R. Plot No 389 & 390
- By South : Land in L.R. Plot No 392
- By East : 30' Wide Panchyat Road 10.06 mtrs
- By West : Land in L.R. Plot 391 & Boundary Wall of North Bengal University.

SCHEDULE – "B"

(Land owned by the Declarant No. 2)

ALL THAT PIECE OF PARCEL OF LAND MEASURING 15.15 Katha or 0.25 Acre, appertaining to and forming part of L.R. Plot No.389 (area measuring 0.08 Acre) & 390 (area measuring 0.17 Acre), recorded in the then L.R. Khatian No.90 and presently in L.R. Khatian No.605E, within Mouza Bairatishal, Pargana Patharghata, J.L No.70, within P.S. Matigara, District Darjeeling.

The aforesaid entire land is butted and bounded as follows:

- By North : Land of Sri Santanu Chakraborty;
- By South : Land of Sri Santanu Chakraborty;
- By East : 30 feet wide Anchal Road; 10.06 mtrs
- By West : Boundary wall of North Bengal University.

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SCHEDULE - "X"
[The amalgamated Land]

ALL THAT PIECE OF PARCEL OF LAND MEASURING **67.15 Katha or 1.108 Acre**, appertaining to and forming part of L.R. Plot Nos. 388 (area measuring 0.528 Acre) & 391 (area measuring 0.33 Acre), recorded in the L.R. Khatian No.7262 & 7263, and L.R. Plot No.389 (area measuring 0.08 Acre) & 390 (area measuring 0.17 Acre), recorded in the then L.R. Khatian No.90 and presently in L.R. Khatian No.6056, within Mouza Bairatishal, Pargana Patharghata, J.L No.70, within P.S. Matigara, District Darjeeling.

The said land is butted and bounded as follows:

- By North : Boundary Wall of North Bengal University; *land*
- By South : Land in L.R. Plot No 389 & 390
- By East : 30' Wide Panchyat Road *10.06 mtrs.*
- By West : Boundary Wall of North Bengal University; *land*

That the statements and averments are made herein above sre true to the best of our knowledge and belief and we sign this affidavit on the 3rd day of FEBRUARY 2022

SOLELY AT Siliguri.
 By Santanu Chakraborty OF ME
 Identified D. Dutta Adv. 28
 This 03 Day of Feb 2022
 Executive Magistrate
 Siliguri

1. Santanu Chakraborty
2. Guru Charan Das

DECLARANTS

Identified by me:
Siddip Das
 Advocate, Siliguri *03/02/2022*

