

भारतीय गैर न्यायिक

दस
रुपये
रु.10



TEN
RUPEES
Rs.10

INDIA NON JUDICIAL



पश्चिम बंगाल WEST BENGAL

56AB 028585

20
6/7/21

D P CONSTRUCTIONS

Partner

Partner

BEFORE THE COURT OF THE LD. EXECUTIVE
MAGISTRATE AT SILIGURI

AGREEMENT OF AMALGAMATION

THIS INDENTURE IS MADE ON THIS THE 06th DAY OF

July, 2021.

Executive Magistrate
Siliguri

Sl. No. 37637 Date 26.3.2021
PURCHASER DP Constructions & Another
Full Address Siliguri
Total Value 10/-
Stamp Purchased from JPG Treasury-1

JRD

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



Handwritten signature

Handwritten signature

D.P. CONSTRUCTIONS

BEFORE THE COURT OF THE J.D. EXECUTIVE
MAGISTRATE AT SILIGURI

DEPARTMENT OF JUDICIAL OFFICERS

STATE OF WEST BENGAL

Handwritten signature

Handwritten signature
Magistrate
Siliguri

D P CONSTRUCTIONS

Partner

Handwritten signature

Handwritten signature



: 2 :

BETWEEN

D P CONSTRUCTIONS, a Partnership firm, having its registered office at Gupta Building, Sevoke Road, Siliguri, P.O. and P.S. - Siliguri, District - Darjeeling, PIN - 734001, in the State of West Bengal, represented by its **Partner - SRI MRINAL AGARWAL**, son of Sri Naresh Kumar Agarwal, Indian by Nationality, Hindu by faith, Business by occupation, residing at Station Feeder Road, Siliguri, P.O. - Siliguri Bazar, P.S. - Siliguri, District - Darjeeling, PIN - 734005, 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 its Partners, executors, successors-in-office, representatives, administrators and assignees) of the "**ONE PART**". (I.T. PAN- AARFD2708B)

AND

SRI DURGA PRASAD AGARWAL, son of Late Dwarka Prasad Agarwal alias Dwarka Prasad Agarwala, Indian by Nationality, Hindu by faith, Business by occupation, residing at H. No.372/8, Shivaji Road, Siliguri, P.O. - Siliguri Bazar, P.S. - Siliguri, District - Darjeeling, PIN - 734005, 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-in-office, representatives, administrators and assignees) of the "**OTHER PART**". (I.T. PAN - AABPA9694D)

I. WHEREAS **D P CONSTRUCTIONS** (The First Party of these presents), by virtue of Deed of Conveyance, executed on 22-12-2020, being Document No.2166 for the year 2020, entered in Book-I, Volume No.0402-2020, Pages 98112 to 98152, registered in the Office of the Additional District Sub-Registrar, Siliguri, became the sole, absolute and exclusive owner of all that piece or parcel of land measuring 6 Kathas 14 Chattaks, more particularly described in the Schedule-A given hereinbelow, having permanent, heritable and transferable right, title and interest therein.

re Magistrate
Siliguri
D

D P CONSTRUCTIONS

Partner

: 3 :

Dataram Agarwala



II. A) WHEREAS Maturam Agarwala, Dataram Agarwala and Dwarka Prosad Agarwala, all sons of Late Kishanlal Agarwala, by virtue of Sale Deed, Dated 13-09-1962, being Document No.4514 for the year 1962, registered in the Office of the Sub-Registrar, Siliguri, became the absolute and exclusive owners of all that piece or parcel of land measuring 21 Kathas, forming part of R.S. Plot No.3572, recorded in R.S. Khatian No.946, situated within Mouza-Siliguri, Pargana- Baikunthapur, J.L. No.110 (88), P.S.- Siliguri, District- Darjeeling, each having undivided 1/3rd (one-third) share in it, having permanent, heritable and transferable right, title and interest therein.

B) AND WHEREAS abovenamed Maturam Agarwala, Dataram Agarwala and Dwarka Prosad Agarwala, thereafter had partitioned the aforesaid piece or parcel of land measuring 21 Kathas, between themselves, by virtue of Deed of Partition, Dated 22-04-1992, being Document No.4088 for the year 1992, registered in the Office of the Sub-Registrar, Siliguri.

C) AND WHEREAS by virtue of the aforesaid Deed of Partition, abovenamed Maturam Agarwala became the sole, absolute and exclusive owner of all that land measuring 6 Kathas 12 Chattaks out of the aforesaid land measuring 21 Kathas, having permanent, heritable and transferable right, title and interest therein.

D) AND WHEREAS by virtue of the aforesaid Deed of Partition, abovenamed Dataram Agarwala and Dwarka Prosad Agarwala, became the absolute and exclusive owners of all that land measuring 13 Kathas 12 Chattaks out of the aforesaid land measuring 21 Kathas, , each having undivided 1/2 (one-half) share in it, having permanent, heritable and transferable right, title and interest therein.

E) AND WHEREAS abovenamed Dwarka Prosad Agarwala died intestate leaving behind him his three sons and five daughters, named hereinunder, as his only legal heirs to inherit his undivided 1/2 (one-half) share in the aforesaid land measuring 13 Kathas 12 Chattaks .

Executive Magistrate
Siliguri

D

D P CONSTRUCTIONS
Partner

[Handwritten signature]



: 4 :

Name	Relation
Sri Durga Prasad Agarwal	Son
Sri Murlidhar Dwarkaprasad Agarwal	Son
Sri Ashok Kumar Agarwal alias Ashoke Kumar Agarwal	Son
Smt. Darshana Devi Agarwal, wife of Sri Hanuman Prasad Agarwal	Daughter
Smt. Sunita Agarwal, wife of Sri Ashok Kumar Agarwal	Daughter
Smt. Sudha Devi Agarwal, wife of Sri Ved Prakash Agarwal	Daughter
Smt. Rajeshwari Agarwala, wife of Sri Bijay Kumar Agarwal	Daughter
Smt. Renu Gupta, wife of Sri Vinod Gupta	Daughter

F) AND WHEREAS by way of inheritance, abovenamed Sri Durga Prasad Agarwal, Sri Murlidhar Dwarkaprasad Agarwal, Sri Ashok Kumar Agarwal alias Ashoke Kumar Agarwal, Smt. Darshana Devi Agarwal, Smt. Sunita Agarwal, Smt. Sudha Devi Agarwal, Smt. Rajeshwari Agarwala and Smt. Renu Gupta, became the absolute and exclusive owners of all that undivided $\frac{1}{2}$ (one-half) share in the aforesaid land measuring 13 Kathas 12 Chattaks, (each having undivided $\frac{1}{16}$ th share in it), having permanent, heritable and transferable right, title and interest therein.

G) AND WHEREAS abovenamed Sri Murlidhar Dwarkaprasad Agarwal, Sri Ashok Kumar Agarwal alias Ashoke Kumar Agarwal, Smt. Darshana Devi Agarwal, Smt. Sunita Agarwal, Smt. Sudha Devi Agarwal, Smt. Rajeshwari Agarwala and Smt. Renu Gupta, had thereafter transferred and made over physical possession of all their collective undivided $\frac{7}{16}$ th share in the aforesaid land measuring 13 Kathas 12 Chattaks, unto and in favour of **SRI DURGA PRASAD AGARWAL**, by virtue of Gift Deed executed on 22-03-2021, being Document No.964 for the year 2021, entered in Book-I, Volume No.0402-2021, Pages 46523 to 46565, registered in the Office of the Additional District Sub-Registrar, Siliguri

[Handwritten mark]
Executive Magistrate
Siliguri

DP CONSTRUCTIONS

Partner

[Handwritten signature]

[Handwritten signature]



: 5 :

H) AND WHEREAS by way of inheritance and by virtue of aforesaid Gift Deed being Document No.964 for the year 2021 abovenamed **SRI DURGA PRASAD AGARWAL**, son of Late Dwarka Prasad Agarwal alias Dwarka Prasad Agarwala (The Second Party of these presents), became the sole, absolute and exclusive owner of all that piece or parcel of land measuring 6 Kathas 14 Chattaks, more particularly described in the Schedule-B given hereinbelow, having permanent, heritable and transferable right, title and interest therein.

AND WHEREAS the parties of both the parts hereto have thought it advisable, for the efficient execution of the scheme of these presents, to reduce the terms and conditions in writing to avoid future disputes and misunderstanding among themselves.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS :

1. SCHEME OF THE INDENTURE

1.1 That the parties are desirous of constructing a multi-storied residential cum commercial building and develop independent flats / parking spaces / commercial units / utility spaces for acquisition by intending purchasers / allottees.

1.2 That for the better utilization of the land and to give better shape to the multi-storied residential cum commercial building to be constructed thereon, the parties hereto have decided to amalgamate their aforesaid respective plots of land, more particularly described in the Schedule-C given hereinbelow.

2. DISBURSEMENT AND REALSATION

2.1 That the parties hereto shall maintain a separate and common account in a scheduled bank and administer the financial incomings and outgoings with regard to the construction / development of the said multi-storied residential cum commercial building and the consideration amount received from the indenting purchasers / allottees.

[Handwritten signature]
Executive Magistrate
Siliguri

[Handwritten mark]

D P CONSTRUCTIONS

Partner

[Handwritten signature]

[Handwritten signature]



: 6 :

2.2 That withdrawals made from the funds in the said bank account, to cover the cost of said construction / development shall be maintained in transparent books extinguishing all probabilities of prejudice to any of the parties hereto.

2.3 That the profits made out of the sale/ transfer of flats / parking spaces / commercial units / utility spaces to intending purchasers / allottees, after the realization of the costs of said construction / development shall be distributed among the parties in proportion to their respective proportionate shares.

3. POSSESSION AND RIGHT TO TRANSFER

3.1 That the parties hereto shall have impartible right in the land on which the said multi-storied residential cum commercial building will stand on completion.

3.2 That the parties hereto agree and undertake to execute and deliver such documents, deeds, no-objection certificates, authorizations and take such other actions that may be required for the said construction / development and to market and sell / transfer the developed flats / parking spaces / commercial units / utility spaces to consummate more effectively the purposes or subject matter of this Indenture.

3.3 That if any flat / parking space / commercial unit / utility space is to be sold / transferred in favour of to intending purchasers / allottees, the parties hereto shall collectively execute the said instrument of transfer and/ or other relative and imperative documents.

(D)

[Handwritten signature]

Executive Magistrate
Siliguri

D P CONSTRUCTIONS
Partner

[Handwritten signature]

[Handwritten signature]



: 7 :

4. REPRESENTATIONS AND WARRANTIES

4.1 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, lispens, acquisition, requisitions, claims and demands, and the land more particularly described in the Schedule-C given hereinbelow is capable of being developed / constructed upon.

4.2 That both the parties hereto hereby represents and warrants to each other that they undertake to jointly and severally indemnify and keep indemnified themselves from any and all claims, actions, disputes, loss, compensation, penalty etc. raised in view of the any defect in the title to the Schedule-C Land.

4.3 That both the parties hereto hereby represents and warrants to each other that they shall take all necessary and effective steps to remove such defects and encumbrance and shall also remove all hurdles in the way of development so as to enable the smooth construction work in the event the title to the Schedule-C Land is found to be defective or encumbered in any way.

4.4 That both the parties hereto hereby represents and warrants to each other that they undertake to signify his/ her/ its/ 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.

(D)

[Handwritten signature]
Executive Magistrate
Siliguri

D P CONSTRUCTIONS
Partner

[Handwritten signature]

[Handwritten signature]



: 8 :

4.5 That both the parties hereto hereby represents and warrants to each other that they shall not (i) initiate, solicit or consider, whether directly or indirectly, any competitive bids from any other party whatsoever, for the development of the Schedule-C Land (or any part thereof); and (ii) negotiate or discuss with any person or entity the financing, transfer, mortgage of the Schedule-C Land (or any part thereof).

4.6 That both the parties hereto hereby represents and warrants to each other that they shall pay all taxes and dues including that of land revenue and/or khazana with respect to their aforesaid respective plots of land.

4.7 That both the parties hereto hereby represents and warrants to each other that they shall get the said project/ multi-storied residential cum commercial building registered under the provisions of the proposed West Bengal Real Estate (Regulation and Development) Rules on its effective commencement.

4.8 That both the parties hereto hereby represents and warrants to each other that they shall produce this Indenture before the appropriate authority as and when required at any time hereinafter.

4.9 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-C Land.

4.10 That both the parties hereto hereby represents and warrants to each other that they have the full power, authority and legal right to enter into and engage in the transactions contemplated by this Indenture and have taken or obtained all necessary corporate and other action to authorize the due execution, delivery and performance of this Indenture and have duly executed and delivered this Indenture.

[Handwritten signature]
Executive Magistrate
Siliguri

(D)

D P CONSTRUCTIONS
Partner

[Handwritten signature]

: 9 :

[Handwritten signature]



4.11 That both the parties hereto hereby represents and warrants to each other that neither the execution of this Indenture nor the performance by the Parties of any of their respective obligations hereunder will conflict with or result in a breach of any provisions of their respective memorandums and articles of association or other similar constituent documents or law, regulation, judgment, order, authorization, agreement or obligation or document binding on or applicable to the Parties.

5. CONFIDENTIALITY

That this Indenture, its existence and all information exchanged between the Parties under this Indenture shall not be disclosed to any other person by any of the parties hereto. The parties hereto shall hold in strictest confidence, shall not use or disclose to any other party, and shall take all necessary precautions to secure all confidential information. Disclosure of such information shall be restricted solely to employees, agents, consultants and representatives who have been advised of their obligation with respect to the confidential information.

6. DISPUTE RESOLUTION

That in the event any dispute or difference arises out of or in connection with the interpretation or implementation of this Indenture, or out of or in connection with the breach, or alleged breach of this Indenture, or in the matter not specifically stipulated in this Indenture, such dispute shall be referred to arbitration under the Arbitration and Conciliation Act, 1996. The arbitration tribunal shall consist of arbitrators, to be mutually appointed by the Parties and the arbitration shall be held at Siliguri.

①

[Handwritten signature]

Executive Magistrate
Siliguri

D P CONSTRUCTIONS

Partner
[Signature]

: 10 :

[Signature]



7. MISCELLANEOUS

7.1 *Death of Party/ Parties:* In case of death of any of the party or parties, then in that event his/ her/ its/ their successors/heirs will remain bound to execute the Sale Deed / Instrument of Transfer in favour of intending buyers/ allottees.

7.2 *Costs:* The parties hereto shall bear the costs and expenses in relation to the preparation, execution, registration, 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.

7.3 *Tax Liabilities:* The parties hereto shall bear their respective proportionate statutory impositions and/or tax liabilities that may arise due to the development/ construction on the Schedule-C Land shall be borne by the parties hereto in proportion to their respective proportionate shares.

7.4 *Specific Performance:* This indenture shall be specifically enforceable in accordance with the terms hereof, at the instance of either of the Parties hereto.

(D)

[Signature]
Executive Magistrate
Siliguri

D P CONSTRUCTIONS

Partner

[Handwritten signature]

[Handwritten signature]

: 11 :

SCHEDULE - A



All that piece or parcel of vacant land measuring 6 Kathas 14 Chattaks, forming part of R.S. Plot No.3572, recorded in R.S. Khatian No.946, situated within Mouza - Siliguri, Pargana - Baikunthapur, J.L. No.110 (88), P.O., P.S., Sub-Div. and A.D.S.R.O. Siliguri, Milanpally in Ward No.XXV of Siliguri Municipal Corporation, in the District of Darjeeling.

The said land is bound and butted as follows :

- By North : Sold land of Maturam Agarwala,
By South : House of Bikhi Prasad,
By East : 21 Feet 2 Inches Municipality Road,
By West : Land of Gadadhar Roy.

SCHEDULE - B

All that piece or parcel of vacant land measuring 6 Kathas 14 Chattaks, forming part of R.S. Plot No.3572, recorded in R.S. Khatian No.946, situated within Mouza - Siliguri, Pargana - Baikunthapur, J.L. No.110 (88), P.O., P.S., Sub-Div. and A.D.S.R.O. Siliguri, Milanpally in Ward No.XXV of Siliguri Municipal Corporation, in the District of Darjeeling.

The said land is bound and butted as follows :

- By North : Sold land of Maturam Agarwala,
By South : House of Bikhi Prasad,
By East : 21 Feet 2 Inches Municipality Road,
By West : Land of Gadadhar Roy.

①

[Handwritten signature]
**Executive Magistrate
Siliguri**

D P CONSTRUCTIONS
Partner.

Signature



: 12 :

SCHEDULE - C

All that piece or parcel of vacant land measuring 13 Kathas 12 Chattaks, forming part of R.S. Plot No.3572, recorded in R.S. Khatian No.946, situated within Mouza - Siliguri, Pargana - Baikunthapur, J.L. No.110 (88), P.O., P.S., Sub-Div. and A.D.S.R.O. Siliguri, Milanpally in Ward No.XXV of Siliguri Municipal Corporation, in the District of Darjeeling.

The said land is bound and butted as follows :

- By North : Sold land of Maturam Agarwala,
By South : House of Bikhi Prasad,
By East : 21 Feet 2 Inches Municipality Road,
By West : Land of Gadadhar Roy.

Signature

Executive Magistrate
Siliguri



: 13 :

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

1. Bhunesh Karmari
S/o Prakash Karmari
Mangtuban Compound, Siliguri

D P CONSTRUCTIONS
[Signature]
Partner

FIRST PARTY

2. Hiral Sarsodia
S/o Sri Ghashyam Sarsodia
Khapara, Siliguri - 734005

[Signature]

SECOND PARTY

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

ATT DAVIT
D. P. Constructions
D. Dev. Tiwary. Adv. Silg
06th Day of July 2021
Executive Magistrate
Siliguri

[Signature]
ADVOCATE, SILIGURI

F-279/229 OF 2014