



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

AA 104985

1594
27/1/21

MSN BUILDERS

Partner
Ujjwal
Gopal K. K. K...

High Bawal

Bimparlek Harwal

Phawal
Harwal

High Bawal

Chetan Karmaria

Jagadee Basad Karmaria

: 1 :

BEFORE THE EXECUTIVE MAGISTRATE AT JALPAIGURI

AMALGAMATION

THIS DEED OF AMALGAMATION IS MADE ON THIS THE 27th
DAY OF January, 2021

BETWEEN

JUDICIAL STAMP

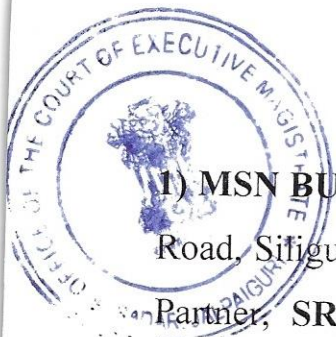
No. 959 Date 11.6.2020

MSN Builders

Siliguri

Value Rs. 100/- Rs. Tammo No. 107

Govt. Stamp Vendo.
Bagdogra
Licn. No- 546/RM
07 / Darjeeling



MSN BUILDERS

Partner

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chetan Kanoria

Jagdish Prasad Kanore [2]

Prakash Agarwal

Prakash Agarwal

Prakash

Prakash



1) **MSN BUILDERS**, a Partnership Firm, having its office at Marvel Enterprise, S.F Road, Siliguri, P.O. & P.S. Siliguri, District - Darjeeling – represented by one of its Partner, **SRI MRINAL AGARWAL**, son of Sri Naresh Kumar Agarwal, Hindu by Religion, Indian by Nationality, Business by Occupation, Resident of Cigarette Company Compound, S.F Road, P.O Siliguri Bazar, P.S Siliguri, District Darjeeling – 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 assigns) of the **FIRST PART**.

AND

2) **SRI ASHOK KUMAR KANORIA**, son of Late Gajanand Kanoria, Hindu by Religion, Indian by Nationality, Business by Occupation, Resident of Pranami Mandir Road, P.O and P.S Siliguri, District - Darjeeling - 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 assigns) of the **SECOND PART**.

AND

MSN BUILDERS

Partner

Pranali Ag

Chetan Kanoria

Chetan Kanoria

Jagdish Prasad Kanoria [3]

Pranali Bindal

Pranali Bindal



3) **SRI CHETAN KANORIA**, son of Late Debendra Prasad Kanoria, Hindu by Religion, Indian by Nationality, Business by Occupation, Resident of Pranami Mandir Road, P.O and P.S Siliguri, District - Darjeeling - hereinafter called the **"THIRD 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 assigns) of the **THIRD PART**.

A N D

4) **SRI JAGDISH PRASAD KANORIA**, son of Late Gajanand Kanoria, Hindu by Religion, Indian by Nationality, Business by Occupation, Resident of 3UC, Mani Tower, 3rd Floor, 31/41 Binova Bhave Road, P.O Sahapur, P.S Behala, District - South 24 Parganas, in the State of West Bengal - hereinafter called **"FOURTH PARTY"** (which expression shall mean and include his heirs, executors, administrators, legal representatives and assigns) of the **"FOURTH PART"**.

A N D

5) **SRI RAJESH BINDAL**, son of Late Sheo Prasad Bindal, Hindu by Religion, Indian by Nationality, Business by Occupation, Resident of India Traders, Sevoke Road, Siliguri, P.O and P.S - Siliguri, District - Darjeeling, hereinafter called **"FIFTH PARTY"** (which expression shall mean and include his heirs, executors, administrators, legal representatives and assigns) of the **"FIFTH PART"**.

A N D

MSN BUILDERS

Mehul Ag
Partner

Chetan Kumar

Chetan Kumar

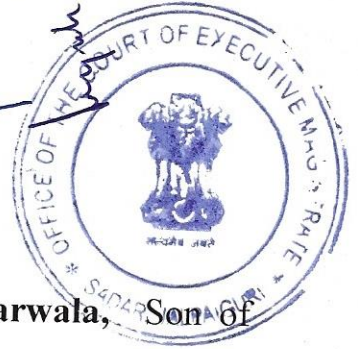
Rajesh Prasad Kanore

Prakash Bindal

Omparkash Agarwal

Nirmal Bindal

Naresh Bindal



[4]

6). (a) **SRI OMPARKASH AGARWAL** alias **Omparkash Agarwal**, Son of Late Birajlal Agarwal, Resident of Sharda Apartment, Gurunanak Sarani, Punjabi Para Ward No. 13, Siliguri, P.O and P.S – Siliguri, District – Darjeeling,

(b) **SRI NIRMAL BINDAL**, Son of Late Kishorilal Agarwal, Resident of Flat No. C3, Shyam Vatika, Shyam Mandir Lane, 2nd mile, Siliguri P.O. Siliguri, P.S. Bhaktinagar, District – Jalpaiguri,

(c) **SRI NARESH AGARWAL**, Son of Late Kishorilal Agarwal, Resident of Flat No. C3, Shyam Vatika, Shyam Mandir Lane, 2nd mile, Siliguri P.O. Siliguri, P.S. Bhaktinagar, District – Jalpaiguri, and

(d) **SRI RAJESH BINDAL**, Son of Late Shew Prasad Agarwal alias Late Sheo Prasad Bindal, Resident of Modhubon Apartment, Block B, Flat A2, Akshaytara Lane, Sevoke Road, Ward No. 41, Siliguri, P.O and P.S Siliguri, District – Darjeeling, all are Hindu by Religion, Indians by Nationality, Business by Occupation - hereinafter collectively called "**SIXTH PARTY**" (which expression shall mean and include their heirs, executors, administrators, legal representatives and assigns) of the "**SIXTH PART**".

WHEREAS the abovenamed First Party **MSN BUILDERS**, has purchased land measuring 9 Kathas 13 Chhataks 10 Sq ft from Sri Vinod Kanoria & others, by virtue of three Separate registered Deeds of Sale, (i) Dated 05.07.2018 being Document No. I-1581 for the year 2018 (ii) Dated 03.07.2018 being Document No. I – 1539 for the year 2018 and (iii) Dated 04.07.2018 being document No. I – 1562 for the year 2018 and all sale deeds were registered in the Office of the

MSN BUILDERS

Partner

Ashok Kumar Kanoria

Chetan Kanoria,

Jagad Prasad Kanore.

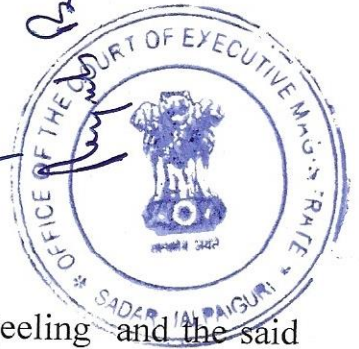
Jyoti Bhowal

Champak Nath

Abhishek

10/2/18

Prasad



[5]

Additional District Sub-Registrar Siliguri, in the District of Darjeeling and the said land is fully described in the Schedule –A here-in-below.

AND WHEREAS the abovenamed Second Party **SRI ASHOK KUMAR KANORIA**, Son of Late Gajanand Kanoria has acquired by way of two separate registered Gift Deeds in total land measuring 3 Kathas 13 Chhataks 26 Sq. ft from Smt Satyabhama Kanoria and others, both being Dated 02.07.2018 being Document Nos. I – 1537 and I – 1563, for the year 2018 and the same were registered in the Office of the Additional District Sub-Registrar Siliguri, in the District of Darjeeling and the said land is fully described in the Schedule –B here-in-below.

AND WHEREAS the abovenamed Third Party **SRI CHETAN KANORIA**, Son of Late Debendra Prasad Kanoria has acquired by way of a registered Gift Deed, land measuring 4 Kathas from Smt Satyabhama Kanoria and others, dated 02.07.2018 being Document No. I – 1536, for the year 2018 and the same was registered in the Office of the Additional District Sub-Registrar Siliguri, in the District of Darjeeling and the said land is fully described in the Schedule –C here-in-below.

AND WHEREAS the abovenamed Fourth Party **SRI JAGDISH PRASAD KANORIA**, Son of Late Gajanand Kanoria has acquired by way of a registered Gift Deed, land measuring 4 Kathas from Smt Satyabhama Kanoria and others, dated 02.07.2018 being Document No. I – 1538, for the year 2018 and the same was registered in the Office of the Additional District Sub-Registrar Siliguri, in the

MSN BUILDERS

Monphul Sharma

Partner

Abhijit K. Karmaria

Chetan Karmaria

Jagad Prasad Karmaria

Prakash Bindal

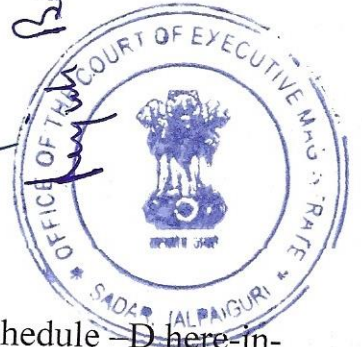
[6]

Omprakash Agarwal

Rajesh Bindal

Monphul Sharma

Bindal



District of Darjeeling and the said land is fully described in the Schedule - D here-in-below.

AND WHEREAS the abovenamed Fifth Party **SRI RAJESH BINDAL**, Son of Late Shew Prasad Agarwal alias Late Sheo Prasad Bindal, has purchased land measuring 5 Kathas from Sri Satya Narayan Sharma, Son of Sri Monphul Sharma by virtue of Registered Deed of Conveyance, dated 07.10.2003 being Document No. I-111 for the year 2004 and the same was registered in the Office of the Additional District Sub-Registrar Siliguri, in the District of Darjeeling and the said land is fully described in the Schedule- E here-in-below.

AND WHEREAS (a) **SRI OMPROKASH AGARWALA** alias **Omprakash Agarwala** and (b) **SRI KISHORILAL AGARWALA** had jointly purchased land measuring 15 Kathas 8 Chhataks from Sri Gulab Chand Agarwala, Son of Late Chanduram Agarwala, by virtue of Registered Deed of Conveyance, dated 20.08.1976 being Document No. I - 4847 for the year 1976 and the same was registered in the Office of Sub-Registrar Siliguri, in the District of Darjeeling.

AND WHEREAS the above said Kishorilal Agarwala executed a Will dated 20-12-1996 whereby he bequeathed his $\frac{1}{2}$ undivided share measuring 7 Kathas 12 Chhataks out of total land measuring 15 Kathas 8 Chhataks in favour of the abovenamed three persons, **SRI NIRMAL BINDAL**, **SRI NARESH AGARWAL** and **SRI RAJESH BINDAL** and thereafter by virtue of PROBATE granted by District Delegate, Civil Judge (Senior Division), Siliguri, in Misc Judicial (Probate)

MSN BUILDERS

Bindal

Partner

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[7]

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Case No. 10/98, **Sri NIRMAL BINDAL** son of Late Kishorilal Agarwala became the owner of undivided share of land measuring 5 Kathas 3 Chhataks **SRI NARESH AGARWAL**, Son of Late Kishorilal Agarwala became the owner of undivided share of land measuring 1 Katha 11 Chattaks and **SRI RAJESH BINDAL** nephew of Late Kishorilal Agarwala became the owner of undivided share of land measuring 14 Chattaks and since then the above named **SRI OMPROKASH AGARWALA , NIRMAL BINDAL, SRI NARESH AGARWAL** and **SRI RAJESH BINDAL**, are in actual, khas and physical possession of the said piece or parcel of land having permanent, heritable and transferable right, title and interest therein and without any claim objection or interference from any body being also free from all encumbrances and charges and the said land is fully described in the Schedule – F here-in-below.

AND WHEREAS the aforesaid plots of land of the respective parties being first to sixth party hereof are situated adjacently and all contiguous with each other and all the parties hereto have mutually decided to construct building upon their land but, for the purpose of construction, the space is required to be left open/vacant as per law time being in force under Local Authority and the rules and regulations of SJDA is quite inadequate and insufficient.

AND WHEREAS due to scarcity of land for constructing building on the said plots of land, all the parties have thought it fit wise to amalgamate their respective lands for making the same into a single plot.

MSN BUILDERS

Partner

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[Handwritten signature] [8]

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AND WHEREAS in order to avoid all disputes and differences in future the parties decided to enter into a written agreement containing the terms and conditions agreed by and between themselves.

NOW THIS INDENTURE WITNESSETH that in pursuance of the aforesaid mutual agreement, all the parties enter into this agreement and bind themselves to each other with the terms and conditions as hereinafter appearing.

TERMS AND CONDITIONS:

1. That all the parties have mutually given their consent to amalgamate their respective plots of land for making the same in a single plot for the purpose of construction of building and the said land is fully described in the Schedule 'G' here-in-below.
2. That each of the parties has signified their no objection in relation to amalgamation of their plots of land.
3. That all the parties shall make construction on the land in strict compliance of the sanctioned building plan.
4. That the heirs and successors of the respective parties shall be equally bound by the terms and conditions of this agreement.

MSN BUILDERS

[Signature]

Partner

[Signature]

Chetam Karmoria,

Jagdish Choudhary Karmoria.

[Signature]

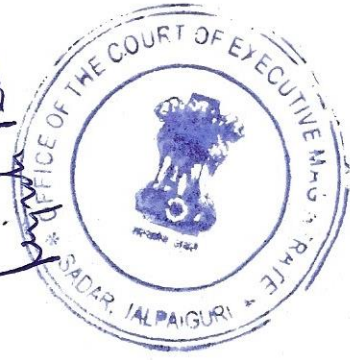
[9]

Ambarish Agarwal

[Signature]

[Signature]

[Signature]



5. That all 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.

6. 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 and Conciliation Act, 1996 and the award of the Arbitrators and/or Umpires shall be final and binding on the parties hereto.

MSN BUILDERS

Partner

Ashok Kumar Kanoria

[10]

High Road

Omprakash Agarwal

Ashwini

Sharma

High Road

Chhetan Kanoria

Jaydev Prasad Kanoria

SCHEDULE "A"

LAND BELONGING TO THE FIRST PARTY



All that piece or parcel of vacant land measuring 9 Kathas 13 Chhatak 10 Sq. ft situated in Mouza Siliguri, appertaining to R.S Plot No. 9622, recorded in RS Khatian No.5264/1, J.L. No. 110 (88), Pargana Baikunthapur, within the limits of Ward No. 13 of Siliguri Municipal Corporation Area, P.S. Siliguri, District Darjeeling.

The said land is bounded and butted by as follows:-

North ... 38 ft wide Pranami Mandir Road.

South ... Land of Omprakash Agarwal & others.

East ... Kalika Apartment.

West ... Land of Ashok Kumar Kanoria and others.

MSN BUILDERS

Mandir
Partner

Chetan Kanoria

Chetan Kanoria

Jagdish Prasad Kanoria

[11]

Jagdish Prasad

Omprakash Agarwal

Omprakash

Omprakash

Omprakash



SCHEDULE "B"

LAND BELONGING TO THE SECOND PARTY

All that piece or parcel of vacant land measuring 3 Kathas 13 Chhatak 26 Sq. ft situated in Mouza Siliguri, appertaining to R.S Plot No. 9622, recorded in RS Khatian No.5264/1, J.L. No. 110 (88), Pargana Baikunthapur, within the limits of Ward No. 13 of Siliguri Municipal Corporation Area, P.S. Siliguri, District Darjeeling.

The land measuring 2 Kathas 2 Chatak 35 sq ft (out of 3 Kathas 13 Chhataks 26 sq ft) is bounded and butted by as follows:-

North ... 38 ft wide Parnami Mandir Road.

South ... Land of Jagdish Prasad Kanoria

East ... Land of MSN Builders

West ... 15 ft wide Road.

The land measuring 1 Katha 10 Chatak 36 sq ft (out of 3 Kathas 13 Chhataks 26 sq ft) is bounded and butted by as follows:-

North ... Land of Chetan Kanoria

South ... Land of Omprakash Agarwal and others

East ... Land of MSN Builders .

West ... 15 ft wide Road.

MSN BUILDERS

Partner

Ashok Kumar Kanoria

[12]

High Road

Compassion Kanoria

Ashimwal

Month

High Road

Chetankumar

Jagdish Prasad Kanoria

SCHEDULE "C"

LAND BELONGING TO THE THIRD PARTY



All that piece or parcel of vacant land measuring 4 Kathas situated in Mouza Siliguri, appertaining to R.S Plot No. 9622, recorded in RS Khatian No.5264/1, J.L. No. 110 (88), Pargana Baikunthapur, within the limits of Ward No. 13 of Siliguri Municipal Corporation Area, P.S. Siliguri, District Darjeeling.

The land is bounded and butted by as follows:-

North ... Land of Jagdish Prasad Kanoria.

South ... Land of Ashok Kumar Kanoria.

East ... Land of MSN Builders .

West ... 15 ft wide Road.

MSN BUILDERS

Partner

Chetan Kanoria

Chetan Kanoria,

Jagdish Kanoria

[13]

Prakash Kanoria

Prakash Kanoria

Prakash

Prakash

Prakash



SCHEDULE "D"

LAND BELONGING TO THE FOURTH PARTY

All that piece or parcel of vacant land measuring 4 Kathas situated in Mouza Siliguri, appertaining to R.S Plot No. 9622, recorded in RS Khatian No.5264/1, J.L. No. 110 (88), Pargana Baikunthapur, within the limits of Ward No. 13 of Siliguri Municipal Corporation Area, P.S. Siliguri, District Darjeeling.

The land measuring is bounded and butted by as follows:-

North ... Land of Ashok Kumar Kanoria.

South ... Land of Chetan Kanoria.

East ... Land of MSN Builders.

West ... 15 ft wide Road.

MSN BUILDERS

Mehul D
Partner

Ghosh & Sharma

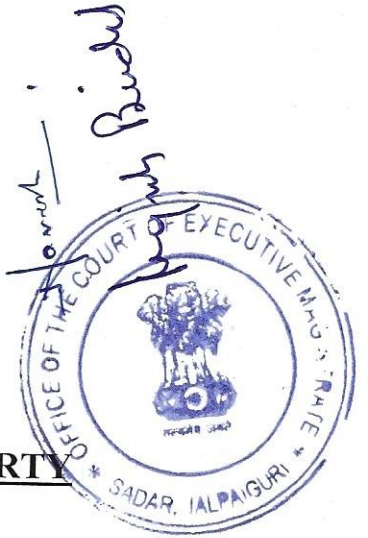
Chetankumar

Jogendra Kumar
[14]

High Bindal

Sanjiv Kumar

Abinwal



SCHEDULE "E"

LAND BELONGING TO THE FIFTH PARTY

All that piece or parcel of vacant land measuring 5 Kathas situated in Mouza Siliguri, appertaining to R.S Plot No. 9620, recorded in RS Khatian No. 870, J.L. No. 110 (88) , Pargana Baikunthapur, P.O and P.S. Siliguri, District Darjeeling within the limits of Ward No. 13 of Siliguri Municipal Corporation Area.

The land measuring is bounded and butted by as follows:-

North ... Land of MSN Builders and others

South ... SMC Road.

East ... Land of C.C. Sharma.

West ... Land of O.P. Agarwal and Others.

MSN BUILDERS

[Signature]
Partner

[Signature]

[Signature]

[Signature]

[Signature] [15]

[Signature]

[Signature]

[Signature]

[Signature]



SCHEDULE "F"

LAND BELONGING TO THE SIXTH PARTY

All that piece or parcel of vacant land measuring 15 Kathas 8 Chhataks situated at Punjabi Para Ward No. 13, within Mouza Siliguri, appertaining to R.S Plot No. 9620, recorded in RS Khatian No.870, J.L. No. 110(88), Pargana Baikunthapur, P.S. Siliguri, District Darjeeling.

The land measuring is bounded and butted by as follows:-

North ... Land of MSN Builders and others

South ... 22 ft. wide road.

East ... Land of Sri Rajesh Bindal

West ... 15 ft. wide road.

MSN BUILDERS

Pratik D.

Partner

Ghorakumar

[16]

Pratik Bhandal

Chandrasekhhar Marudkar

Pratik Bhandal

Pratik Bhandal

Pratik Bhandal

Chetan Kumar

Tejendra Prasad Kumar

SCHEDULE "G"

**TOTAL LAND I.E THE LAND MENTIONED IN AFORESAID SCHEDULE A
TO F**

ALL that piece or parcel of vacant homestead land measuring 42 Kathas 2 Chhataks 36 Sq ft , situated at Mouza Siliguri , appertains to and forms part of R.S Plot Nos. 9622 and 9620, recorded in RS Khatian No.870 and 5264/1, J.L. No. 110 (88), Pargana Baikunthapur, P.S. Siliguri, District Darjeeling within the limits of Ward No. 13 of Siliguri Municipal Corporation Area.

The said entire land is bounded and butted by as follows :-

North 38 ft. wide road.

South 22 ft wide Road.

East Kalika Apartment and C. C. Sharma

West 15ft wide road.





IN WITNESS WHEREOF all the parties do hereunto set their hands on the day, month and year first above written.

WITNESSES:-

1. Aty J. Raha
(Advocate)

2.

MSN BUILDERS

Manoj Agarwal
Partner

FIRST PARTY

Chakr. Ramoia

SECOND PARTY

Chetan Kumar

THIRD PARTY

Jagdish Prasad Konari

FOURTH PARTY

Prakash Bhandal

FIFTH PARTY

Prakash Agarwal
Prakash
Sharma

Prakash Bhandal

SIXTH PARTY

Aty J. Raha
2021 D-27
Executive Magistrate
Jalpaiguri

Drafted, read over and explained by :

Manoj Agarwal

ADVOCATE, SILIGURI

Enrl. No. F-505/434 of 1997