



अन्तिमवर्ग पश्चिम बंगाल WEST BENGAL

AB 420820

4415
16/3/2023

Kanta Singh
Soban Singh
Sanjiv Singh
Chinai Singh

IN THE COURT OF THE LD. EXECUTIVE MAGISTRATE,

AT JALPAIGURI

(DEED OF AMALGAMATION OF LAND)

AFFIDAVIT

Contd.....P/2

NON JUDICIAL STAMP

25 NOV 2022

Sl. No. 4267 Dated

Name Subrata Sarkar Sathya

of 8/7

Value Rs. 50/- (Rupees Fifty only)

Baby Saha
Govt. Stamp Vender
Siliguri Court
License No. 172/RM. dated 24/07/2015

Koustav Dey
Subrata Sarkar
Sanjib Pyne
Chiranjib Pyne.
-11/21-



WE, (1) **SRI KOUSTAV DEY**, Son of Sri Ashok Kumar Dey, and (2) **SRI SUBRATA SARKAR**, Son of Sri Bibhash Sarkar, both are Hindu by religion, Indian by Citizenship, No. (i) is a resident of 20, Gostha Paul Sarani, Hakimpara, within the jurisdiction of Siliguri Municipal Corporation, P.O. & P.S. Siliguri, Dist. Darjeeling, PIN – 734001, and No. (ii) is a resident of 39, Rash Behari Sarani, Hakimpara, within the jurisdiction of Siliguri Municipal Corporation, P.O. & P.S. Siliguri, Dist. Darjeeling, PIN – 734001, West Bengal, herein referred to as the **FIRST PARTY**.

WE, (1) **SRI SANJIB PYNE**, and (2) **SRI CHIRANJIB PYNE**, both are sons of Late Himadri Pyne, both are Hindu by religion, Indian by Citizenship, both are permanent residents of Azad Hind Sarani, Subhashpally, within the jurisdiction of Siliguri Municipal Corporation Ward No. 20, P.O. & P.S. Siliguri, Dist. Darjeeling, PIN – 734001, within the state of West Bengal, herein referred to as the **SECOND PARTY**, do hereby solemnly affirm and declare as follows:-

That the First Party acquired a plot of land measuring about **03 Kathas 06 Chhataks or 0.0557 Acres**, appertaining to and forming part of **R.S. Plot No. 6521**, recorded in **R.S Khatian No. 3939**, of **Mouza – Siliguri**, J.L No. 110 (88), Touzi No. 3 (Ja), Pargana - Baikunthapur, within Ward No. 20 of Siliguri Municipal Corporation, Police Station – Siliguri, Dist. Darjeeling, by virtue of a Deed of Sale duly executed by **Sri Biswarup Ghosh, and Sri Agnirup Ghosh**, both are sons of Late Samarendra Narayan Ghosh, and duly registered at the office of the Additional District Sub – Registrar, Siliguri, Dist. Darjeeling, on 11-08-2021 and the said document was recorded in Book No. I, Volume No. 0402 – 2021, at Pages from 78101 to 78125, being No. I – 1884, for the year 2021, as specifically mentioned in Schedule “A”, herein below. Subsequently, record of right was prepared for the said land measuring 0.0557 acres in the name of **Sri Subrata Sarkar and Sri Koustav Dey** in the newly published L.R. Khatian vide Khatian No. 13239 and 13238, L.R. Plot No. 1655/1834, of Mouza – Siliguri Madhya. Thereafter, the above named **Sri Subrata Sarkar and Sri Koustav Dey** mutated their names for the said property with the Holding Registrar of Siliguri Municipal Corporation, bearing Holding No. 43/9/2/91.

Konstan Dey
Sobal Sarkar
Sanjib Pyne
Chiranjib Pyne
11/31/-



That one Sri Himadri Pyne, Son of Late Hari Charan Pyne acquired plot of land measuring 0.04 acres in part of R.S. Plot No. 6521, R.S. Khatian No. 3939, situated within Mouza – Siliguri, J.L. No. 110 (88), Touzi No. 3 (Ja), Pargana – Baikunthapur, Police Station – Siliguri, District – Darjeeling, by virtue of Deed of Gift, duly executed by Sri Khatindra Nath Pyne, registered with the office of the the Sub – Registrar, Siliguri, Dist. Darjeeling, on 17-02-1980 and the said documents was recorded in Book No. I, Volume No. 30, at Pages from 185 to 189, being No. I – 1180, for the year 1982. Thereafter, the above named Himadri Pyne died intestate on 07-08-2019 and his wife Sati Pyne also died intestate on 10-08-2014, leaving behind them 02 (two) sons, namely **Sri Sanjib Pyne and Sri Chiranjib Pyne**, i.e. the Second Party, as their only legal heirs and / or successors to inherit their estates as per provisions of Hindu Succession Act, 1956. By virtue of such law of inheritance, above named **Sri Sanjib Pyne and Sri Chiranjib Pyne**, acquired the said land measuring 0.04 Acres, in part of R.S. Plot No. 6521, R.S. Khatian No. 3939, situated within Mouza – Siliguri, J.L. No. 110 (88), Touzi No. 3 (Ja), Pargana – Baikunthapur, Police Station – Siliguri, Dist. Darjeeling, in their khas, actual and physical possession with permanent, heritable and transferrable right, title and interest therein, as specifically mentioned in the Schedule “B”, herein below. Subsequently, record of right was prepared for the said land measuring 0.04 Acres in the name of **Sri Sanjib Pyne and Chiranjib Pyne** in the newly published L.R. Khatian vide Khatian No. 13240 and 13241, L.R. Plot No. 1655 / 1834 of Mouza – Siliguri Madhya. Thereafter, the above named **Sri Sanjib pyne and Sri Chranjib Pyne**, mutated their names for the said property with the Holding Registrar of Siliguri Municipal corporation, bearing Holding No. 100/37/113.

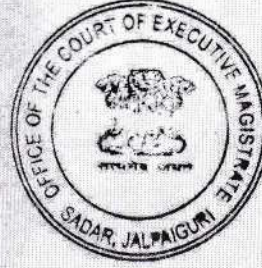
That the parties hereto have thought it proper and advisable to reduce the terms and conditions of this agreement in writing to avoid future disputes and / or differences and misunderstanding.

NOW THIS DEED OF AMALGAMATION IS WITNESSETH as follows:-

TERMS AND CONDITIONS:-

1. THAT the parties hereto have agreed to construct a Multi – Storied Building by amalgamating the Schedule “A” and Schedule “B”, land for giving a better shape to the building to be constructed.
2. THAT after the construction of the building the parties shall have impartible right in the land on which the said building will stand.
3. THAT if the Parties hereto want the partition of their respective share then the parties shall have the partition of the build – up area and shall have proportionate right that will be calculated in proportionate to the build up area.

Yousuf Ali
Subash Suman
Sanjay Pyne
Ajay Chandra Pyne.



4. THAT both the parties shall be entitled to produce this agreement before the appropriate authority (i.e. at the time of approval of the building plan) as and when required at any time hereinafter.
5. 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.

SCHEDULE -"A"(LAND OF FIRST PARTY)

ALL that piece and parcel of land measuring **0.0557 Acres**, appertaining to and forming part of **R.S. Plot No. 6521**, corresponding to **L.R. Plot No. 1655 / 1834**, recorded in **R.S. Khatian No. 3939** corresponding to **L.R. Khatian No. 13238 and 13239**, of **Mouza – Siliguri**, (at present Siliguri Madhya), J.L No. 110 (88), Touzi No. 3 (Ja), Pargana – Baikunthapur, bearing Holding No. 43/9/2/91, within the jurisdiction of Siliguri Municipal Corporation Ward No. 20, Post Office – Siliguri, Police Station – Siliguri, District – Darjeeling, PIN – 734001, West Bengal.

The said plot of land is butted and bounded as follows :-

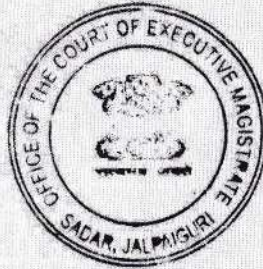
On the North : Land and House of Ranjit Ghosh;
On the South : 05' 00" wide common passage;
On the East : 21' 06" wide S.M.C. Road;
On the West : Land & House of Sati Pyne.

SCHEDULE -"B"(LAND OF SECOND PARTY)

ALL that piece and parcel of land measuring **0.04 Acres**, appertaining to and forming part of **R.S. Plot No. 6521**, corresponding to **L.R. Plot No. 1655 / 1834**, recorded in **R.S. Khatian No. 3939** corresponding to **L.R. Khatian No. 13240 and 13241**, of **Mouza – Siliguri**, (at present Siliguri Madhya), J.L No. 110 (88), Touzi No. 3 (Ja), Pargana – Baikunthapur, bearing Holding No. 100/37/113, within the jurisdiction of Siliguri Municipal Corporation Ward No. 20, Post Office – Siliguri, Police Station – Siliguri, District – Darjeeling, PIN – 734001, West Bengal.

The said plot of land is butted and bounded as follows :-

On the North : Land and House of Ranjit Ghosh;
On the South : Land of Sushil Chanda;
On the East : Land of Subrata Sarkar and others, 05' - 0" wide common passage;
On the West : Land of Sushil Chanda.



-/5/-

SCHEDULE - "X" (AMALGAMATED LAND)


ALL that piece and parcel of land measuring 0.0957 Acres, appertaining to and forming part of R.S. Plot No. 6521, corresponding to L.R. Plot No. 1655 / 1834, recorded in R.S. Khatian No. 3939 corresponding to L.R. Khatian No. 13238, 13239, 13240 and 13241, of Mouza - Siliguri, (at present Siliguri Madhya), J.L. No. 110 (88), Touzi No. 3 (Ja), Pargana - Baikunthapur, bearing Holding No. 43/9/2/91 and 100/37/113, within the jurisdiction of Siliguri Municipal Corporation Ward No. 20, Post Office - Siliguri, Police Station - Siliguri, District - Darjeeling, PIN - 734001, West Bengal.

The said plot of land is butted and bounded as follows :-

On the North : Land and House of Ranjit Ghosh;
On the South : 05' - 00" wide common passage and Land of Sushil Chanda;
On the East : 21' 06" wide S.M.C. Road;
On the West : Land of Sushil Chanda.

That we are swearing this Affidavit to submit the same before the concerned authorities and if any discrepancies arises in future then we shall solely be liable for the same and shall also be punished under Section 193 of the Indian Penal Code 1860.

That the statements made hereinabove are true to the best of my knowledge & belief and we sign this Amalgamation Affidavit on this the 16th day of March, 2023 at Jalpaiguri.


Executive Magistrate
Jalpaiguri

(i) Konstar Jey

(ii) Sobuck Sarker

(iii) Sanjib Pyne

(iv) Chinanjib Pyne

DEPONENTS

Identified by me,
IDENTIFIED BY ME.
Moslem Sarker
MOSLEM SARKAR
(Advocate/Jalpaiguri)
Survey Commissioner
Jalpaiguri
16/03/23