

भारतीय गैर न्यायिक



पश्चिम बंगाल WEST BENGAL

AB 494522

12/11/22

BEFORE THE LD. EXECUTIVE MAGISTRATE AT
SILIGURI

AGREEMENT OF AMALGAMATION

THIS AGREEMENT IS MADE ON THIS THE 18th DAY OF NOVEMBER,
2022 AT SILIGURI.

Contd.....

Executive Magistrate
Siliguri



TERAI INFRASTRUCTURES LTD
For Abhijit Tea Co. (P) Ltd.
DIRECTOR
Authorised Signatory

TERAI TEA CO. LTD
Authorised Signatory

NON JUDICIAL STAMP

SL. NO. 3147 DATED 17/1/22

NAME Tejori Infra Structures Ltd & others

OF 519

VALUE RS. 50/- RUPEES : FIFTY ONLY.

BIKRAM CHAUL

NOTARY STAMP VENDOR

NO - 171/RM OF 2015



BEFORE THE LD. EXECUTIVE MAGISTRATE AT
TEJORI

AGREEMENT/HANDS OF BOTH

THIS AGREEMENT IS MADE ON THE DAY 18th DAY OF FEBRUARY
2022 AT TEJORI

Signature
of the parties



भारतीय गैर न्यायिक

दस
रुपये
रु.10

TEN
RUPEES
RS.10



INDIA

INDIA NON JUDICIAL



पश्चिम बंगाल WEST BENGAL

74AB 861120

Authorised Signatory

TERAI INFRASTRUCTURES LTD For Abhijeet Tea Co (P) Ltd

BETWEEN

1. TERAI TEA COMPANY LIMITED having its registered office at 10, Govt. Place (East), 1st Floor, Kolkata – 700 001 represented by **SRI KAMAL KISHORE BIHANI** s/o Late Ram Chandra Bihani as authorized signatory of the company, hereinafter called the **FIRST PARTY** (which expression shall mean and include unless excluded by or repugnant to the content its heirs, executors, successors, administrators, representatives and assigns)

AND

2. TERAI INFRASTRUCTURES LIMITED having its registered office at 10, Govt. Place (East), 1st Floor, Kolkata – 700 001 represented by **SRI KAMAL KISHORE BIHANI** s/o Late Ram Chandra Bihani as director of the company, hereinafter called the **SECOND PARTY** (which expression shall mean and include unless excluded by or repugnant to the content, its heirs, executors, successors, administrators, representatives and assigns)

AND

TERAI INFRASTRUCTURES LTD



Authorised Signatory

TERAI TEA CO LTD

NON JUDICIAL STAMP

SL. NO. 3166 DATE 17/11/22
NAME Texai Infrastructures & Projects
OF Sg.

VALUE RS. 10/- RUPEES TEN ONLY

BIKRAM PAUL
GOVT STAMP VENDOR
L/NO - 171 DM OF 2015





3. **ABHIJIT TEA COMPANY PRIVATE LIMITED** having its registered office at 10, Govt. Place (East), 1st Floor, Kolkata – 700 001 represented by **SRI KAMAL KISHORE BIHANI** s/o Late Ram Chandra Bihani as authorized signatory of the company, hereinafter called the **THIRD PARTY** (which expression shall mean and include unless excluded by or repugnant to the content, its heirs, executors, successors, administrators, representatives and assigns)

For Abhijit Tea Co (P) Ltd.
Authorized Signatory
C. K. Bihani

AND

WHEREAS the **FIRST** party is the absolute owner of all such piece and parcel of lands as described in the Schedule ' A ' herein below

AND

WHEREAS the **SECOND** party is the absolute owner of all such piece and parcel of lands as described in the Schedule ' B ' herein below

TERAI INFRASTRUCTURES LTD
DIRECTOR
C. K. Bihani

AND

WHEREAS the **THIRD** party is the absolute owner of all such piece and parcel of lands as described in the Schedule ' C ' herein below including the properties of Falakata Industries Limited which was merged with the Third party as per Hon'ble High Court Order dt.10.07.2007.

TERAI TEA CO. LTD
Authorized Signatory
C. K. Bihani

WHEREAS the parties **TERAI TEA COMPANY LIMITED**, **TERAI INFRASTRUCTURES LIMITED** and **ABHIJIT TEA COMPANY PRIVATE LIMITED** are sister concerns and all having their Registered office at 10, Govt. place (East), Kolkata and Corporate office at 2nd Mile, Sevoke Road, Siliguri. Since all the companies are belonging to the same group known as " **TERAI GROUP** ", it has been agreed between all the companies for their common interests to amalgamate their respective plots of land for developing a Commercial cum Residential complex.

Respective resolution placed in the Meeting of Board of Directors of all the companies dated 19th October, 2022 have been passed in regard to amalgamation of the said plots.



AND

Executive Magistrate
Siliguri



WHEREAS the above mentioned three companies have also decided to amalgamate to give proper shape to the total plot, as well as for common benefit.

WHEREAS 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 misunderstanding.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS :-

1. That the parties hereto have agreed to construct a Commercial cum Residential complex by amalgamating all the piece and parcels of lands as mentioned in schedule 'A', 'B', 'C' for better utilization of all the plots.
2. However, it has been agreed that the buildings constructed of the proposed Residential & Commercial Complex in the amalgamated plot shall be shared on the basis of proportionate share of land of the individual parties.
3. That the cost of construction for the proposed Residential & Commercial Complex shall be fully contributed jointly as per proportion of individual land area thus amalgamated or by the developer / developers engaged by them.
4. That the parties after amalgamation can jointly enter into a development agreement with a developer / developers to construct and sell wholly or partially vide single or multiple agreements
5. That the parties can partition their individual shares upon mutual discussion as and when required.
6. That all the parties shall be entitled to produce this agreement before the appropriate authority (e. g. at the time of approval of the LUCC or building plan) as and when required at any time hereinafter.

SCHEDULE - A

All that piece or parcel of land measuring 0.911 Acre (remaining of total 2.46 Acres after selling) recorded in RS Plot No - 237, 238, LR Plot No - 5, recorded in corresponding RS Khatian No - 569/1, LR Khatian No - 58, under Mouza-Dabgram, Pargana - Baikunthapur, J.I No 02, Sheet No - 8(RS), 35(LR), P.S. Bhaktinagar in the District of Jalpaiguri by virtue of Sale Deed being I-404 dated 21/05/1998.

Executive Magistrate
Jalpaiguri



For Abhijit Tea Co. (P) Ltd.
Authorized Signatory

TERAI INFRASTRUCTURES LTD
DIRECTOR

TERAI TEA CO. LTD
Authorized Signatory



SCHEDULE - B

All that piece or parcel of land measuring 2.13 Acres recorded in RS Plot no. 235(p), 237(p), 238(p), 235/830(p), LR Plot No 2, 3, 5, 6, 7, 8, 9, 10, 11 (all in Sheet no 35), 12, 13(all in sheet No. 34), RS Khatian no. 558 and 569/1, LR Khatian No 57, 67, 84, 115 of Mouza Dabgram, J.L. no. 02, RS Sheet no. 08, LR Sheet No 35 & 34, P. S. Bhaktinagar, Dist. Jalpaiguri deed nos I - 3609 Dated 15-06-2006, I - 3610 dated 15-06-2006, I - 2419 dated 30-03-2006, I - 3608 dated 15-06-2006, I - 2938 dated 17-04-2006, I - 894 dated 28-03-2014, I-3927 dated 21-07-2006, I-3928 dated 21-07-2006, I - 3122 dated 28-04-2006, I - 3120 dated 28.04.2006, I-174 dated 16-01-2006

For Abhijit Tea Co (P) Ltd.
Authorised Signatory

SCHEDULE - C

All that piece or parcel of the land measuring 0.107 Acre recorded in RS Plot No - 237, 238, LR Plot No 2 (P) recorded in corresponding RS Khatian No - 569/1, L.R Khatian No - 60 under Mouza- Dabgram, Pargana - Baikunthapur, J.L No 02, Sheet No - 8(RS), 35(LR), P.S. Bhaktinagar in the District of Jalpaiguri by virtue of sale Deed being I-932 dated 18.02.2003

TERAI INFRASTRUCTURE
DIRECTOR

SCHEDULE - E (Amalgamated Plot)

All that piece or parcel of the land measuring 3.148 Acres recorded in RS Plot No - 235(p), 237(p), 238(p), 235/830(p), LR Plot No 2, 3, 5, 6, 7, 8, 9, 10, 11 all in Sheet no 35, 12, 13 all in sheet no 34 recorded in corresponding RS Khatian No - 558, 569/1, LR Khatian No - 57, 58, 60, 67, 84 & 115 under Mouza- Dabgram, Pargana - Baikunthapur, J.L No 02, Sheet No - 8(RS), 34(LR), 35(LR), P.S. Bhaktinagar, District- Jalpaiguri.

TERAI TEA CO. LTD.
Authorised Signatory



Executive Magistrate
Siliguri



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

WITNESSES :-

1. Ratan Bose
S/o. R. C. Bose
Pandaulpara
Jalpaiguri
2. Pradip Kr. Mishra
S/o Late A. K. R. Mishra
Pareemagar, W/Po-44(S.M.S)
Siliguri - 734001
P.S. Bhaktinagar
Jalpaiguri

TERAJ TEA CO. LTD

Authorised Signatory

FIRST PARTY

TERAJ INFRASTRUCTURES LTD

DIRECTOR

SECOND PARTY

For Abhijit Tea Co (P) Ltd.

Authorised Signatory

THIRD PARTY

BY RAJ DAVIT
OFFICIAL MEDAL OF ME
OLEN "Karna" Kishore Bihari
identified by Karna 4 Apr 2022
This 18th day of April
Executive Magistrate
Siliguri

Drafted as per the instructions
of the parties and identified by
me


(Suresh Kumar Gupta)
Advocate, Siliguri