

भारतीय गैर न्यायिक

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Rs. 100

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ONE
HUNDRED RUPEES

भारत INDIA
INDIA NON JUDICIAL



AS 917144

Rajkumar Agarwal

Dhawal

Om Prakash Agarwal

Basant Kumar Agarwal

BEFORE THE LD. EXECUTIVE MAGISTRATE

SADAR JALPAIGURI

AMALGAMATION

THIS DEED OF AMALGAMATION IS MADE ON THIS THE 18th DAY
OF FEBRUARY, 2025.

BETWEEN



NON JUDICIAL STAMP

No. 477 Date 08.02.25

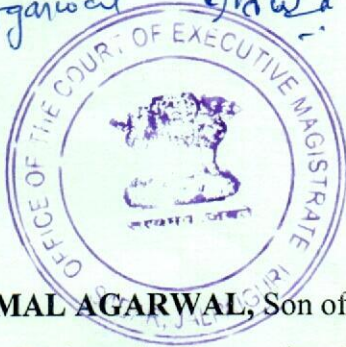
For Sri Raj. Kamal Agarwal & Others

at Siliguri

Value 100/-

S.S.H.
Subhanganu Sarin
Govt. Stamp Vendor
L. No. 1734R.M.
Siliguri Court

Rajkamal Agarwal Bansal Omprakash Agarwal Basant Kumar Agarwal



[2]

SRI RAJ KAMAL AGARWAL, Son of Late Radha Kishan Agarwal, Hindu by Religion, Indian by Nationality, Business by Occupation, Resident of 34, Radha Kunj, Shiv Mandir Road, Punjabi Para, P.O. & P.S. Siliguri, District - Darjeeling, in the State of West Bengal --- hereinafter called the "**FIRST PARTY**" (which expression shall mean and include his heirs, executors, administrators, legal representatives and permitted assignees) of the "**FIRST PART**".

A N D

SRI SAJJAN KUMAR AGARWAL, Son of Late Radha Kishan Agarwal, Hindu by Religion, Indian by Nationality, Business by Occupation, Resident of 34, Radha Kunj, Shiv Mandir Road, Punjabi Para, P.O. & P.S. Siliguri, District - Darjeeling, in the State of West Bengal --- hereinafter called the "**SECOND PARTY**" (which expression shall mean and include his heirs, executors, administrators, legal representatives and permitted assignees) of the "**SECOND PART**".

A N D

1. SRI OMPRAKASH AGARWAL,

2. SRI BASANT KUMAR AGARWAL, both are sons of Late Radha Kishan Agarwal, Hindu by Religion, Indian by Nationality, Business by Occupation, Resident of Punjabi Para, Siliguri, P.O. & P.S. Siliguri, District - Darjeeling, in the State of West Bengal --- hereinafter jointly and collectively called the "**THIRD PARTY**" (which expression shall mean and include their heirs, executors, administrators, legal representatives and permitted assignees) of the "**THIRD PART**".

A N D

1. SRI BASANT KUMAR AGARWAL,

2. SRI OMPRAKASH AGARWAL, both are sons of Late Radha Kishan Agarwal, Hindu by Religion, Indian by Nationality, Business by Occupation, Resident of Punjabi Para, Siliguri, P.O. & P.S. Siliguri, District - Darjeeling, in the State of West Bengal --- hereinafter jointly and collectively called the "**FOURTH PARTY**" (which expression shall mean and include their heirs, executors, administrators, legal representatives and permitted assignees) of the "**FOURTH PART**".

I.

WHEREAS one Radhakishan Agarwal (Bansal) Alias Radha Kishan Agarwal, Son of Late Sohanlal Agarwal (Bansal) during his lifetime had purchased land measuring 12 Katha from Sri Sree Kishan Mangal, Son of Late Ramlal Mangal, by virtue of a Registered Deed of Conveyance, dated 25.12.1998, being Document No. I - 579 for the year 1999 and the same was registered in the office of the District Sub-Registrar, District - Jalpaiguri.

Rajkamal Agarwal *Bansal* *Ompakash Agarwal* *Basant-Kumar Agarwal*



[3]

AND WHEREAS the abovenamed Radhakishan Agarwal (Bansal) Alias Radha Kishan Agarwal died intestate leaving behind him, his Wife, SMT BHAGWANI DEVI AGARWAL, 4 (Four) Sons namely, (i) SRI OMPRAKASH AGARWAL, (ii) SRI BASANT KUMAR AGARWAL, (iii) SRI SAJJAN KUMAR AGARWAL & (iv) SRI RAJ KAMAL AGARWAL and a Daughter namely, SMT KUSUM AGARWAL, as his only legal heirs and successors as per the provisions of Hindu Succession Act. Accordingly, by virtue of Law of Inheritance, (i) SMT BHAGWANI DEVI AGARWAL, (ii) SRI OMPRAKASH AGARWAL, (iii) SRI BASANT KUMAR AGARWAL, (iv) SRI SAJJAN KUMAR AGARWAL, (v) **SRI RAJ KAMAL AGARWAL (the First Party hereof)** & (vi) SMT KUSUM AGARWAL, each of them became the owner of 1/6th undivided share in the total land measuring 12 Kathas having permanent, heritable and transferrable, right, title and interest therein.

AND WHEREAS the abovenamed **SRI RAJ KAMAL AGARWAL (the First Party hereof)** had received by way of Gift, undivided land measuring 10 Kathas from Smt Bhagwani Devi Agarwal and Others, by virtue of a registered Deed of Gift, dated 04.12.2024, being Document No. I – 7911 for the year 2024 and the same was registered in the office of the Additional District Sub-Registrar, Bhaktinagar, District – Jalpaiguri.

AND WHEREAS in the manner aforesaid **SRI RAJ KAMAL AGARWAL (the First Party hereof)** by virtue of inheritance and the aforesaid Gift Deed, became the owner of total land measuring 12 Kathas, having permanent, heritable and transferable, right, title and interest therein, free from all encumbrances and charges whatsoever and the said land measuring 12 Kathas is fully described in Schedule 'A' below.

II.

AND WHEREAS the above named Second Party, **SRI SAJJAN KUMAR AGARWAL**, had received by way of Gift, land measuring 12 Kathas from Smt Bhagwani Devi Agarwal, Wife of Late Radha Kishan Agarwal, by virtue of a registered Deed of Gift, dated 04.12.2024, being Document No. I – 7910 for the year 2024 and the same was registered in the office of the Additional District Sub-Registrar, Bhaktinagar, District – Jalpaiguri, having permanent, heritable and transferable, right, title and interest therein, free from all encumbrances and charges whatsoever and the said land measuring 12 Kathas is fully described in Schedule 'B' below.



Lajkamal Agarwal Dated: Omprakash Agarwal Basant Kumar Agarwal.



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III.

AND WHEREAS the above named Third Party, **SRI OMPRAKASH AGARWAL and SRI BASANT KUMAR AGARWAL** had jointly purchased land measuring 8 Kathas from Sri Om Prakash Jain and Another, by virtue of registered Deed of Conveyance, dated 04.01.2001, being Document No. I – 113 for the year 2001 and the same was registered in the office of the District Sub-Registrar, District – Jalpaiguri, having permanent, heritable and transferable, right, title and interest therein, free from all encumbrances and charges whatsoever and the said land measuring 8 Kathas is fully described in Schedule 'C' below.

IV.

AND WHEREAS the above named Fourth Party, **SRI BASANT KUMAR AGARWAL and SRI OMPRAKASH AGARWAL** had jointly purchased land measuring 8 Kathas from Sri Om Prakash Jain and Another, by virtue of registered Deed of Conveyance, dated 04.01.2001, being Document No. I – 114 for the year 2001 and the same was registered in the office of the District Sub-Registrar, District – Jalpaiguri, having permanent, heritable and transferable, right, title and interest therein, free from all encumbrances and charges whatsoever and the said land measuring 8 Kathas is fully described in Schedule 'D' below.

AND WHEREAS the aforesaid plots of land of the respective parties being First Party to Fourth 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 for the time being in force under Local Authority and the rules and regulations of SJDA is quite inadequate and insufficient.

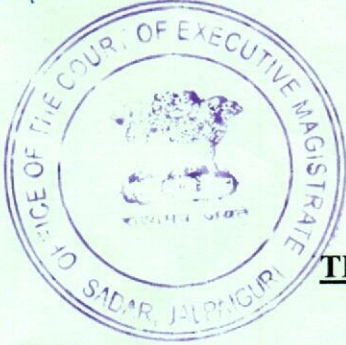
AND WHEREAS due to scarcity of land for constructing building on the said plots of land, all the parties have thought it fit wise to amalgamate their respective lands for making the same into a single plot.

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.



Lajkamal Agarwal *Indra Dombal* Basant Kumar Agarwal



[5]

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 'E' herein below.
2. That each of the parties have 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.
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.

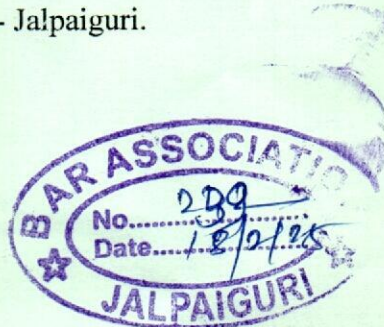
SCHEDULE - 'A'

(LAND BELONGING TO THE FIRST PARTY)

All that piece and parcel of land measuring 12 Kathas, situated within Mouza - Dabgram, appertaining to and forming part of R.S. Plot No. 131 corresponding to L.R. Plot No. 425, recorded in R.S. Khatian Nos. 282/3 and 282/5 corresponding to L.R. Khatian No. 3287, R.S. Sheet No. 05 corresponding to L.R. Sheet No. 04, J.L. No. 02, situated within **Road: Sevoke Road Bye Lane, Road Zone: Checkpost to Salugara Bazar**, within the limits of Ward No. XLII of Siliguri Municipal Corporation (bearing Holding No. 30/307 in the name of Radha Kishan Agarwal), under P.S. Bhaktinagar, District - Jalpaiguri.

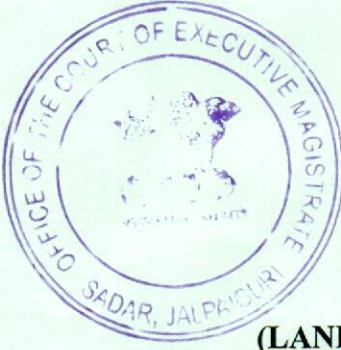
The said land is bounded and butted as follows:

- North : 31 Feet Wide S.M.C Road;
South : Land of Sri Binod Choudhury;
East : Land of Second Party;
West : Land of Third Party;



Lajkamel Agarwal *Prakash Agarwal*, *Ombkar Agarwal*.

Basant Kumar Agarwal.



[6]

SCHEDULE - 'B'

(LAND BELONGING TO THE SECOND PARTY)

All that piece and parcel of land measuring 12 Kathas, situated within Mouza - Dabgram, appertaining to and forming part of R.S. Plot No. 131 corresponding to L.R. Plot No. 425, recorded in R.S. Khatian No. 282/3 corresponding to L.R. Khatian No. 3296, R.S. Sheet No. 05 corresponding to L.R. Sheet No. 04, J.L. No. 02, situated within **Road: Sevoke Road Bye Lane, Road Zone: Checkpost to Salugara Bazar**, within the limits of Ward No. XLII of Siliguri Municipal Corporation (bearing Holding No. 29/306 in the name of Bhagwani Devi Agarwal), under P.S. Bhaktinagar, District - Jalpaiguri.

The said land is bounded and butted as follows:

North : 31 Feet Wide S.M.C Road;
South : Land of Sri Binod Choudhury;
East : Sold Land of Sri Satya Prakash Agarwala & Sri Dharam Chand Agarwala;
West : Land of First Party;

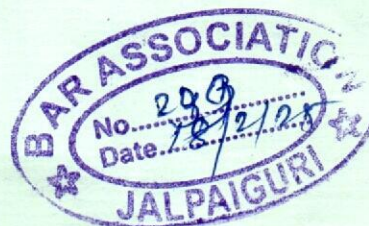
SCHEDULE - 'C'

(LAND BELONGING TO THE THIRD PARTY)

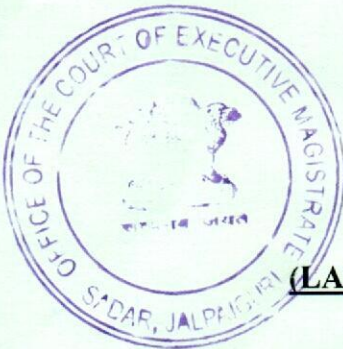
All that piece and parcel of land measuring 8 Kathas, situated within Mouza - Dabgram, appertaining to and forming part of R.S. Plot No. 131 corresponding to L.R. Plot No. 423, recorded in R.S. Khatian Nos. 282/3 and 282/5 corresponding to L.R. Khatian No. 731 and 730, R.S. Sheet No. 05 corresponding to L.R. Sheet No. 04, J.L. No. 02, situated within **Road: Sevoke Road Bye Lane, Road Zone: Checkpost to Salugara Bazar**, within the limits of Ward No. XLII of Siliguri Municipal Corporation (bearing Holding No. 34/301 in the name of Om Prakash Agarwal & Basant Kumar Agarwal), under P.S. Bhaktinagar, District - Jalpaiguri.

The said land is bounded and butted as follows:

North : 31 Feet Wide Road;
South : Land of R.S. Plot No. 131 (Part);
East : Land of First Party;
West : Land of Fourth Party;



Rajkamal Agarwal Basant Kumar Agarwal. Basant Kumar Agarwal.



[7]

SCHEDULE - 'D'

(LAND BELONGING TO THE FOURTH PARTY)

All that piece and parcel of land measuring 8 Kathas, situated within Mouza - Dabgram, appertaining to and forming part of R.S. Plot No. 131 corresponding to L.R. Plot No. 423, recorded in R.S. Khatian Nos. 282/3 and 282/5 corresponding to L.R. Khatian No. 731 and 730, R.S. Sheet No. 05 corresponding to L.R. Sheet No. 04, J.L. No. 02, situated within **Road: Sevoke Road Bye Lane, Road Zone: Checkpost to Salugara Bazar**, within the limits of Ward No. XLII of Siliguri Municipal Corporation (bearing Holding No. 35/301/1/A in the name of Om Prakash Agarwal & Basant Kumar Agarwal), under P.S. Bhaktinagar, District - Jalpaiguri.

The said land is bounded and butted as follows:

North : 31 feet Wide Road;
South : Land of R.S. Plot No. 131 (Part);
East : Land of Third Party;
West : Land of Sayar Devi Bhansali & Indu Devi Agarwal;

SCHEDULE - 'E'

TOTAL AMALGAMATED LAND

(i.e., THE LAND MENTIONED IN THE AFORESAID SCHEDULE - 'A' TO 'D')

All that piece or parcel of land measuring 40 Kathas, situated within Mouza - Dabgram, appertaining to and forming part of R.S. Plot No. 131 corresponding to L.R. Plot Nos. 423 and 425, recorded in R.S. Khatian Nos. 282/3 and 282/5 corresponding to L.R. Khatian Nos. 3287, 3296, 731, and 730, R.S. Sheet No. 05 corresponding to L.R. Sheet No. 04, J.L. No. 02, situated within **Road: Sevoke Road Bye Lane, Road Zone: Checkpost to Salugara Bazar**, within the limits of Ward No. XLII of Siliguri Municipal Corporation, under P.S. Bhaktinagar, District - Jalpaiguri.

The said land is bounded and butted as follows:

North : 31 Feet Wide Road;
South : Land of R.S. Plot No. 131 (Part) and then land of Sri Binod Choudhury;
East : Sold land of Satya Prakash Agarwala and Dharam Chand Agarwala;
West : Land of Sayar Devi Bhansali & Indo Devi Agarwala;





[8]

IN WITNESS WHEREOF all the parties do hereunto set their hands on the day, month and year first above written. That the statements made above are true to the best of our knowledge and belief on /02/2025 at Jalpaiguri & if found fault we shall be liable to be punished u/s. 229 of the B N S.

WITNESSES:

1.

Mohan Kumar Agarwal
S/o Lt Manik Chand Agarwal
27, Seroke Road
Siliguri

Rajkamal Agarwal

FIRST PARTY

Dr. A. A. A.

SECOND PARTY

2.

Smriti Rabidas
D/o Lalit Kumar Rabidas
Punjabi Para, Siliguri

Basant Kumar Agarwal

Ombika Agarwal

THIRD PARTY

Solemnly affirmed & declared
before me on this day.

Ombika Agarwal

Basant Kumar Agarwal

FOURTH PARTY

Executive Magistrate,
Jalpaiguri.

Executive Magistrate
Jalpaiguri



Drafted, read over and explained by:

Preksha Surang

PREKSHA SURANG

ADVOCATE, SILIGURI