



पश्चिमबंगाल पश्चिम बंगाल WEST BENGAL

AG 052982

7/11/21
3/10/21

BIHANI PLASTIC

Rishi Bihani

Proprietor

BIHANI UDYOG

Rishi Bihani

Proprietor

BIHANI MULTILAYER

Rishi Bihani

Proprietor

BIHANI TUBE

Rishi Bihani

Proprietor

BEFORE THE EXECUTIVE MAGISTRATE
JALPAIGURI

AGREEMENT OF AMALGAMATION

THIS INDENTURE IS MADE ON THIS THE 4th DAY OF

October, 2021.

Sl. NO. 14720 Date 27.9.2021

PURCHASER M/s Bihani Plastic

Full Address Slg.

Total Value 100/-

Stamp Purchased from JPG Treasury-1

JRD

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

BIHANI PLASTIC
Ratna Bihani
Proprietor

BIHANI UDYOG
Ratna Bihani
Proprietor

BIHANI MULTILAYER
Ratna Bihani
Proprietor

BIHANI TUBE
Premlata Bihani
Proprietor



: 2 :

BETWEEN

M/S BIHANI PLASTIC, represented by its **Proprietor- SMT. PREMLATA BIHANI**, wife of Sri Ratan Kumar Bihani, Indian by Nationality, Hindu by faith, Business by occupation, residing at Bidhan Road, Siliguri, P.O. and P.S.- Siliguri, District- Darjeeling, PIN-734001, 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 her heirs, executors, successors-in-office, representatives, administrators and assigns) of the "**FIRST PART**". (I.T. PAN AHRPB2360A)

AND

M/S BIHANI UDYOG, represented by its **Proprietor- SMT. PREMLATA BIHANI**, wife of Sri Ratan Kumar Bihani, Indian by Nationality, Hindu by faith, Business by occupation, residing at Bidhan Road, Siliguri, P.O. and P.S.- Siliguri, District- Darjeeling, PIN-734001, 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 her heirs, executors, successors-in-office, representatives, administrators and assigns) of the "**SECOND PART**". (I.T. PAN AHRPB2360A)

BIHANI PLASTIC
Ratna Bihani
Proprietor

BIHANI UDYOG
Ratna Bihani
Proprietor

: 3 :

BIHANI MULTILAYER
Ratan Kumar Bihani
Proprietor

BIHANI TUBE
Rajan Bihani
Proprietor



AND

M/S BIHANI MULTILAYER, represented by its **Proprietor- SRI RATAN KUMAR BIHANI**, son of Late Rawatmal Bihani, Indian by Nationality, Hindu by faith, Business by occupation, residing at Bidhan Road, Siliguri, P.O. and P.S.- Siliguri, District- Darjeeling, PIN-734001, in the State of West Bengal, 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**". (I.T. PAN AHTPB4762G)

AND

M/S BIHANI TUBES, represented by its **Proprietor- SRI RAJEEV BIHANI**, son of Sri Ratan Kumar Bihani, Indian by Nationality, Hindu by faith, Business by occupation, residing at Bidhan Road, Siliguri, P.O. and P.S.- Siliguri, District - Darjeeling, PIN-734001, in the State of West Bengal, hereinafter called the "**FOURTH PARTY**" (which expression shall unless excluded by or repugnant to the context be deemed to include its heirs, executors, successors-in-office, representatives, administrators and assigns) of the "**FOURTH PART**". (I.T. PAN ADEPB2501Q)

BIHANI PLASTIC

Ruhli Bihani
Proprietor

BIHANI UDYOG

Ruhli Bihani
Proprietor

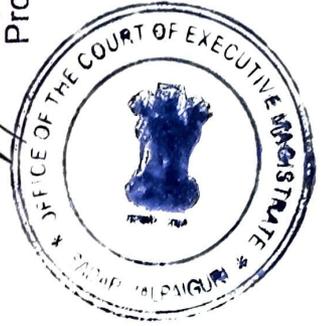
: 4 :

BIHANI MULTILAYER

Ruhli Bihani
Proprietor

BIHANI TUBE

Ruhli Bihani
Proprietor



I) A) WHEREAS **M/S BIHANI PLASTIC** (First Party of these presents), by virtue of Sale Deed, Dtd.30-08-2002, being Document No.1129 for the year 2002, registered in the Office of the Addl. Registrar of Assurances-III at Calcutta, became the sole, absolute and exclusive owners of all that piece or parcel of land measuring 0.51 Acres forming part of R.S. Plot Nos.83,84 and 85 corresponding to L.R. Plot No. 547/1062 recorded in R.S. Khatian Nos.282/3 and 282/5 corresponding to L.R. Khatian No.703, situated within Mouza - Dabgram, J.L. No.2, R.S. Sheet No.5 corresponding to L.R. Sheet No.5, Pargana - Baikunthapur, P.O.- Siliguri, P.S.- Bhaktinagar, within Ward No. 42 of Siliguri Municipal Corporation, in the District of Jalpaiguri, more particularly described in the Schedule-A given hereinbelow, having permanent, heritable and transferable right, title and interest therein.

B) AND WHEREAS **M/S BIHANI UDYOG** (Second Party of these presents), by virtue of Sale Deed, Dtd.30-08-2002, being Document No.1130 for the year 2002, registered in the Office of the Addl. Registrar of Assurances-III at Calcutta, became the sole, absolute and exclusive owners of all that piece or parcel of land measuring 0.31 Acres forming part of R.S. Plot Nos.83,84 and 85 corresponding to L.R. Plot No. 547/1062 recorded in R.S. Khatian No.282/3 and 282/5 corresponding to L.R. Khatian No.702, situated within Mouza - Dabgram, J.L. No.2, L.R. Sheet No.5 corresponding to R.S. Sheet No.5, Pargana - Baikunthapur, P.O.- Sevoke Road, P.S. - Bhaktinagar, within Ward No. 42 of Siliguri Municipal Corporation, in the District of Jalpaiguri, more particularly described in the Schedule-B given hereinbelow, having permanent, heritable and transferable right, title and interest therein.

BIHANI PLASTIC
Rishi Bihani
Proprietor

BIHANI UDYOG
Rishi Bihani
Proprietor

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BIHANI MULTILAYER
Rishi Bihani
Proprietor

BIHANI TUBE
Rishi Bihani
Proprietor



C) AND WHEREAS **M/S BIHANI MULTILAYER** (Third Party of these presents), by virtue of Sale Deed, Dtd.30-08-2002, being Document No.1131 for the year 2002, registered in the Office of the Addl. Registrar of Assurances-III at Calcutta, became the sole, absolute and exclusive owners of all that piece or parcel of land measuring 0.31 Acres forming part of R.S. Plot Nos.83,84 and 85 corresponding to L.R. Plot No. 547/1062 recorded in R.S. Khatian No.282/3 and 282/5 corresponding to L.R. Khatian No.704, situated within Mouza - Dabgram, J.L. No.2, R.S. Sheet No.5 corresponding to L.R. Sheet No.5, Pargana - Baikunthapur, P.O.- Sevoke Road, P.S.- Bhaktinagar, within Ward No.42 of Siliguri Municipal Corporation, in the District of Jalpaiguri, more particularly described in the Schedule-C given hereinbelow, having permanent, heritable and transferable right, title and interest therein.

D) AND WHEREAS **M/S BIHANI TUBES** (Fourth Party of these presents), by virtue of Sale Deed, Dtd.30-08-2002, being Document No.1132 for the year 2002, registered in the Office of the Addl. Registrar of Assurances-III at Calcutta, became the sole, absolute and exclusive owners of all that piece or parcel of land measuring 0.31 Acres forming part of R.S. Plot Nos.83,84 and 85 corresponding to L.R. Plot No. 547/1062 recorded in R.S. Khatian No.282/3 and 282/5 corresponding to L.R. Khatian No.705, situated within Mouza - Dabgram, J.L. No.2, R.S. Sheet No.5 corresponding to L.R. Sheet No.5, Pargana - Baikunthapur, P.O.- Sevoke Road, P.S. Bhaktinagar, within Ward No.42 of Siliguri Municipal Corporation, in the District of Jalpaiguri, more particularly described in the Schedule-D given hereinbelow, having permanent, heritable and transferable right, title and interest therein.

II. AND WHEREAS the parties of the First Part, the Second Part, the Third Part and the Fourth Part are now desirous of jointly constructing a building on their respective plots, more particularly described in the Schedule-A, Schedule-B, Schedule-C and Schedule-D given hereinbelow.

BIHANI PLASTIC
Ruhli Bihani
Proprietor

BIHANI UDYOG
Ruhli Bihani
Proprietor

BIHANI MULTILAYER
Ruhli Bihani
Proprietor

BIHANI TUBE
Ruhli Bihani
Proprietor



: 6 :

III. AND WHEREAS the parties of the First Part, the Second Part, the Third Part and the Fourth Part have now decided to amalgamate their aforesaid respective plots of land for the better utilisation of the entire land and to give better shape to the building to be constructed on the said amalgamated land, more particularly described in the Schedule-X given hereinbelow, under certain terms and conditions mentioned hereinunder.

IV. AND WHEREAS the parties hereto have thought it advisable to reduce the terms and conditions in writing to avoid future disputes and misunderstanding among themselves.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS :

1. That the parties hereto have agreed to construct a building by amalgamating their individual plot of land for giving a better shape to the building to be constructed.
2. That after construction of the building the parties hereto shall have impartible right in the land on which the building will stand.
3. That all the parties hereto hereby represent and warrant to each other that they undertake to signify his/ her/ 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.
4. The parties hereto shall bear the costs and expenses in relation to the preparation, execution, 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.

BIHANI PLASTIC
Rubi Bihani
Proprietor

BIHANI UDYOG
Rubi Bihani
Proprietor

BIHANI MULTILAYER
Rubi Bihani
Proprietor

BIHANI TUBE
Rubi Bihani
Proprietor



: 7 :

5. That all the parties hereto hereby represent and warrant to each other that they have a clear and marketable title to their aforesaid respective plots of land free from all or any charges, liens, acquisition, requisitions, claims and demands, and the amalgamated land, more particularly described in the Schedule-X given hereinbelow, is capable of being developed / constructed upon.

6. That all the parties hereto hereby represent and warrant to each other that they shall make proportionate payments as per their respective proportionate shares for the conversion of the character of the Schedule-X Land.

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

8. That 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.

SCHEDULE - A

All that piece or parcel of land measuring 0.51 Acres forming part of R.S. Plot Nos.83, 84 and 85 corresponding to L.R. Plot No. 547/1062 recorded in R.S. Khatian Nos.282/3 and 282/5 corresponding to L.R. Khatian No.703, situated within Mouza - Dabgram, J.L. No.2, R.S. Sheet No.5 corresponding to L.R. Sheet No.5, Pargana - Baikunthapur, P.O. - Siliguri, P.S.- Bhaktinagar, within Ward No. 42 of Siliguri Municipal Corporation, in the District of Jalpaiguri.

The said land is bound and butted as follows :-

- By North : Land of Lalit Lunia and Others,
By South : Land of Gajanand Agarwal and Unitech Marcantile Pvt. Ltd.,
By East : Sevoke Road,
By West : Land of Bihani Udyog.

BIHANI PLASTIC

R. K. Bihani
Proprietor

BIHANI UDYOG

R. K. Bihani
Proprietor

: 8 :

BIHANI MULTILAYER

R. K. Bihani
Proprietor

BIHANI TUBE

R. K. Bihani
Proprietor



SCHEDULE - B

All that piece or parcel of land measuring 0.31 Acres forming part of R.S. Plot Nos.83, 84 and 85 corresponding to L.R. Plot No. 547/1062 recorded in R.S. Khatian No.282/3 and 282/5 corresponding to L.R. Khatian No.702, situated within Mouza - Dabgram, J.L. No.2, R.S. Sheet No.5 corresponding to L.R. Sheet No.5, Pargana - Baikunthapur, P.O. - Siliguri, P.S. - Bhaktinagar, within Ward No. 42 of Siliguri Municipal Corporation, in the District of Jalpaiguri.

The said land is bound and butted as follows :-

- By North : Land of Lalita Kothari and Suman Lunia,
By South : Land of Gajanand Agarwal and Unitech Marcantile Pvt. Ltd.,
By East : Land of Bihani Plastic,
By West : Land of Bihani Multilayer.

SCHEDULE - C

All that piece or parcel of land measuring 0.31 Acres forming part of R.S. Plot Nos.83, 84 and 85 corresponding to L.R. Plot No. 547/1062 recorded in R.S. Khatian No.282/3 and 282/5 corresponding to L.R. Khatian No.704, situated within Mouza - Dabgram, J.L. No.2, R.S. Sheet No.5 corresponding to L.R. Sheet No.5, Pargana - Baikunthapur, P.O.- Siliguri, P.S.- Bhaktinagar, within Ward No. 42 of Siliguri Municipal Corporation, in the District of Jalpaiguri.

The said land is bound and butted as follows :-

- By North : Land of Suman Lunia and Others,
By South : Land of Gajanand Agarwal and Unitech Marcantile Pvt. Ltd.,
By East : Land of Bihani Udyog,
By West : Land of Bihani Tubes .

BIHANI PLASTIC
R. K. Bihani
Proprietor

BIHANI UDYOG
R. K. Bihani
Proprietor

BIHANI MULTILAYER
A. K. Bihani
Proprietor

BIHANI TUBE
A. K. Bihani
Proprietor

: 9 :

SCHEDULE - D



All that piece or parcel of land measuring 0.31 Acres forming part of R.S. Plot Nos.83, 84 and 85 corresponding to L.R. Plot No. 547/1062 recorded in R.S. Khatian No.282/3 and 282/5 corresponding to L.R. Khatian No.705, situated within Mouza - Dabgram, J.L. No.2, R.S. Sheet No.5 corresponding to L.R. Sheet No.5, Pargana - Baikunthapur, P.O.- Siliguri, P.S.- Bhaktinagar, within Ward No. 42 of Siliguri Municipal Corporation, in the District of Jalpaiguri.

The said land is bound and butted as follows :-

- By North : Land of Shri Pawan Roy and Satyajit Roy Road,
- By South : Land of Gajanand Agarwal,
- By East : Land of Bihani Multilayer,
- By West : Satyajit Roy Road.

SCHEDULE - X

All that piece or parcel of land measuring 1.44 Acres forming part of R.S. Plot Nos.83, 84 and 85 corresponding to L.R. Plot No.547/1062 recorded in R.S. Khatian Nos.282/3 and 282/5 corresponding to L.R. Khatian Nos.703, 702, 704 and 705, situated within Mouza - Dabgram, J.L. No.2, R.S. Sheet No.5 corresponding to L.R. Sheet No.5, Pargana - Baikunthapur, P.O.- Siliguri, P.S.- Bhaktinagar, having Holding No.2243/686 within Ward No. 42 of Siliguri Municipal Corporation, in the District of Jalpaiguri.

The said land is bound and butted as follows :-

- By North : Land of Sri Lalit Lunia and Others,
- By South : Land of Gajanand Agarwal and Unitech Marcantile Pvt.Ltd.,
- By East : Sevoke Road,
- By West : Satyajit Roy Road.



: 10 :

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

WITNESSES :

1. Jitendra Upadhyay
S/O Late Babansi Upadhyay
Herantu Basu Colony
ward No.-04, Siliguri
P.O - Siliguri Bazar
P.S - Siliguri
Dist - Darjeeling

BIHANI PLASTIC
Rishi Bhanu
Proprietor

FIRST PARTY

BIHANI UDYOG
Rishi Bhanu
Proprietor

SECOND PARTY

2. Rajat Bihani
S/O RATAN KUMAR BIHANI
327, BIDHAN ROAD
SILIGURI
P.O. & P.S. SILIGURI
DIST. DARJEELING

BIHANI MULTILAYER
Rajat Bhanu
Proprietor

THIRD PARTY

BIHANI TUBE
Raja Bhanu
Proprietor

FOURTH PARTY

Solemnly affirmed and
declared before me.

Executive Magistrate,
Jalpaiguri.

Executive Magistrate
Jalpaiguri

Drafted, read over and explained
by me and typed in my office.

[Signature]
A.W.