

2. Sri Raj Kumar Mundra and 3. Sri Pradeep Kumar Mundra

As Constituted Attorney of:

Kanan Mandana 1. Sri Arjun Mundra and 2. Sri Sudarshan Mundra

1. Smt. Pushpa Devi Mundra and 2. Sri Ravi Mundra. For Self and as Constituted Attorney of:

AMALGAMATION AGREEMENT

THIS AMALGAMATION AGREEMENT IS MADE ON THIS THE THOUSAND AND SIXTEEN.

Page 1

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Sri Krishan Kumar Mundra As Constituted Attorney of: Sri Raj Kumar Mundra and

Smt. Pushpa Devi Mundra and As Constituted Attorney of: 1. Sri Prakash Mundra

For Self and as Constituted Attorney of: Sudarshan Mundra Sri Arjun Mundra and Sri Sudarshan Mundr

1. Smt. Pushpa Devi Mundra and For Self and as Constituted Attorney of:

Sri Ravi Mundra

out of Executive

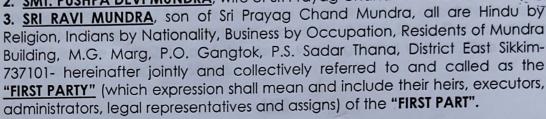
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Page - 2

BETWEEN

1. SRI PRAKASH MUNDRA, son of Sri Prayag Chand Mundra,

2. SMT. PUSHPA DEVI MUNDRA, wife of Sri Prayag Chand Mundra and



THAT the First Party (No. 1, 2 and 3) hereof are being represented by their lawfully Constituted ATTORNEY, SMT. RITU MUNDRA, wife of Sri Prakash Mundra, Hindu by Religion, Indian by Nationality, Business by Occupation, Residing at Mundra Building, M.G. Marg, P.O. Gangtok, P.S. Sadar Thana, District East Sikkim-737101 appointed vide a registered General Power of Attorney dated 24.12.2015, being entered in Book No. IV, Volume No. 18, Serial No. 537, registered in the Office of Registrar East District at Gangtok.

AND

- 1. SRI KRISHAN KUMAR MUNDRA,
- 2. SRI RAJ KUMAR MUNDRA and
- 3. SRI PRADEEP KUMAR MUNDRA, all are sons of Late Ram Swarup Mundra and Late Laxmi Devi Mundra, Hindu by Religion, Indians by Nationality, Businessmen by Occupation, No. 1 is Resident of Sevoke Road, P.O. Sevoke Road, P.S. Bhaktinagar, District Jalpaiguri, Pin Code-734001, in the State of West Bengal and No. 2 is Resident of 655, Sector-7B, Faridabad, P.O. and P.S. Sector 7 Faridabad, District Faridabad, Pin Code-121006, in the State of Haryana and No. 3 is Resident of 8C, Amarjyoti, 10 Belvedere Road, P.O. Alipore, District Kolkata, Pin Code 700027, in the State of West Bengal hereinafter jointly and collectively referred to and called as the "SECOND PARTY" (which expression shall mean and include their heirs, executors, administrators, legal representatives and assigns) of the "SECOND PART".



Sri Krishan Kumar Mundra Sri Raj Kumar Mundra and Sri Pradeep Kumar Mundra

Smt. Prakash Mundra Smt. Pushpa Devi Mundra and Sri Ravi Mundra

For Self and as Constituted Attorney off-1. Sri Arjun Mundra and 2. Sri Sudarshan Mundra

Executiv Smt. Pushpa Devi Mundra and

THAT the Second Party (No. 1, 2 and 3) hereof are being represented by their lawfully Constituted ATTORNEY, SRI KARAN MUNDRA, son of Sri Krishan Kumar Mundra, Hindu by Religion, Indian by Nationality, Business by Occupation, Resident of Sevoke Road, P.O. Sevoke Road, P.S. Bhaktinagar, District Jalpaiguri, Pin Code-734001, in the State of West Bengal appointed vide a registered General Power of Attorney dated 15.12.2015, being Document No. IV-1127 for the year 2015 and the same was registered in the Office of the Addl. District Sub Registrar Siliguri.

<u>AND</u>

- 1. SMT. PUSHPA DEVI MUNDRA, wife of Sri Prayag Chand Mundra,
- SMT. RITU MUNDRA, wife of Sri Prakash Mundra,
- 3. SRI RAVI MUNDRA, son of Sri Prayag Chand Mundra,
- 4. SRI ARJUN MUNDRA, son of Sri Pradeep Kumar Mundra
- 5. SRI KARAN MUNDRA, son of Sri Krishan Kumar Mundra and
- 6. SRI SUDARSHAN MUNDRA, son of Sri Raj Kumar Mundra, all are Hindu by Religion, Indians by Nationality, Business by Occupation, No. 1, 2, 3, 4 and 6 are Residents of Mundra Building, M.G. Marg, P.O. Gangtok, P.S. Sadar Thana, District East Sikkim-737101, No. 5 is Resident of Sevoke Road, P.O. Sevoke Road, P.S. Bhaktinagar, District Jalpaiguri, Pin Code-734001, in the State of West Bengal and No. 6 is presently Residing at 655, Sector-7B, Faridabad, P.O. and P.S. Sector 7 Faridabad, District Faridabad, Pin Code-121006, in the State of Haryana - hereinafter jointly and collectively referred to and called as the "THIRD PARTY" (which expression shall mean and include their heirs, executors, administrators, legal representatives and assigns) of the "THIRD PART".

THAT the Third Party No. 1 hereof is being represented by her lawfully Constituted ATTORNEY, SMT. RITU MUNDRA, (Third Party No. 2 hereof) appointed vide a registered General Power of Attorney dated 24.12.2015, entered in Book No. IV, Volume No. 18, Serial No. 535, registered in the Office of Registrar East District at Gangtok.

THAT the Third Party No. 3 hereof is being represented by his lawfully Constituted ATTORNEY, SMT. RITU MUNDRA, (Third Party No. 2 hereof) Sri Krishan Kumar Mundra Sri Raj Kumar Mundra and Sri Pradeep Kumar Mundra

Smt. Pushpa Devi Mundra and Sri Ravi Mundra As Constituted Attorney of: in Mendra Sri Prakash Mundra

For Self and as Constituted Attorney of: Sudarshan Mundra Sri Sudarshan Mundra



appointed vide a registered General Power of Attorney dated 24.12.2015, entered in Book No. IV, Volume No. 18, Serial No. 536, registered in the Office of Registrar East District at Gangtok.

THAT the Third Party No. 4 hereof is being represented by his lawfully Constituted ATTORNEY, SRI KARAN MUNDRA (Third Party No. 5 hereof) appointed vide a registered General Power of Attorney dated 28.12.2015, being Document No. IV-1145 for the year 2015, registered in the Office of the Addl. District Sub Registrar Siliguri.

THAT the Third Party No. 6 hereof is being represented by his lawfully Constituted ATTORNEY, SRI KARAN MUNDRA (Third Party No. 5 hereof) appointed vide a registered General Power of Attorney dated 06.01.2016, being Reg. No. 208, Reg. Year 2015-2016, Book No. 4, registered in the Office of the Sub Registrar Ballabgarh.

I. WHEREAS Sri Prakash Mundra, son of Sri Prayag Chand Mundra, had purchased land measuring about 0.2725 Acre from J. Uttam Industries, a Partnership Firm, represented by its partner, Sri Dulichand Sethia, by virtue of a registered Sale Deed dated 05.03.1992, being Document No. I-1476 for the year 1992 and the same was registered in the Office of the Addl. District Sub Registrar, Jalpaiguri.

AND WHEREAS the abovenamed Sri Prakash Mundra thereafter jointly with the adjacent land owner, Smt. Laxmi Devi Mundra (now deceased) constructed a multistoried building, the plan prepared for which was approved by the appropriate authority, on the back side of their respective land measuring about 11 Decimals of each party.

AND WHEREAS the abovenamed Sri Prakash Mundra thereafter gifted his undivided land 5.4167 Decimals, being one-third undivided share in the remaining aforesaid vacant land measuring about 16.25 Decimals to his mother, Smt. Pushpa Devi Mundra, wife of Sri Prayag Chand Mundra vide a registered Deed of Gift dated 19.11.2015, being Document No. I-7569 for the year 2015 and the same was registered in the Office of the Addl. District Sub Registrar Rajganj.

> utive Magistrate Siliguri,

Sri Krishan Kumar Mundra Sri Raj Kumar Mundra and Sri Pradeep Kumar Mundra As Constituted Attorney of:

Pushpa Devi Mundra and As Constituted Attorney of Sri Prakash Mundra

For Self and as Constituted Attorney of: 1. Sri Arjun Mundra and 2. Sri Sudarshan Mundra enan Munch

Page - 5



AND WHEREAS the abovenamed Sri Prakash Mundra thereafter also gifted his undivided land 5.4167 Decimals, being one-third undivided share in the aforesaid vacant land measuring about 16.25 Decimals to his brother, Sri Ravi Mundra, son of Sri Prayag Chand Mundra vide a registered Deed of Gift dated 19.11.2015, being Document No. I-7570 for the year 2015 and the same was registered in the Office of the Addl. District Sub Registrar Rajganj.

AND WHEREAS in this manner, the abovenamed, SRI PRAKASH MUNDRA, SMT. PUSHPA DEVI MUNDR AND SRI RAVI MUNDRA (the FIRST PARTY hereof) became the **JOINT OWNERS** of the aforesaid vacant land measuring about 16.25 Decimals having permanent heritable, transferable and marketable right, title and interest therein and the said land is more particularly described in the SCHEDULE 'A' below.

II. WHEREAS one Laxmi Devi Mundra had purchased land measuring about 0.2725 Acre from J. Uttam Industries, a Partnership Firm, represented by its partner, Sri Dulichand Sethia, by virtue of a registered Sale Deed dated 05.03.1992, being Document No. I-1477 for the year 1992 and the same was registered in the Office of the Addl. District Sub Registrar Jalpaiguri.

AND WHEREAS, the abovenamed, Laxmi Devi Mundra had thereafter jointly with the adjacent land owner, Sri Prakash Mundra, son of Sri Prayag Chand Mundra, constructed a multistoried building, the plan prepared for which was approved by the appropriate authority, on the back side of their respective land measuring about 11 Decimals of each party.

AND WHEREAS, the abovenamed, Laxmi Devi Mundra, wife of Late Ram Swarup Mundra died intestate leaving behind the following legal heirs:-

- 1. Sri Krishan Kumar Mundra -- Son
- 2. Sri Raj Kumar Mundra
- 3. Sri Pradeep Kumar Mundra --Son
- -- Daughter and 4. Smt. Kavita Gattani
- -- Daughter and they all jointly inherited the 5. Smt. Geeta Rathi aforesaid property of their mother, Laxmi Devi Mundra as per the Hindu Succession Act, 1956.

Sri Krishan Kumar Mundra Sri Raj Kumar Mundra and

Smt. Pushpa Devi Mundra and Sri Ravi Mundra As Constituted Attorney of: it Muda Sri Prakash Mundra

For Self and as Constituted Alliomey of Sri Arjun Mundra and Sri Sudarshan Mundra

Page - 6



AND WHEREAS the abovenamed, Smt. Geeta Rathi thereafter gifted her undivided land 3.25 Decimals, being one-fifth undivided share in the remaining aforesaid vacant land measuring about 16.25 Decimals to her abovenamed brothers, Sri Krishan Kumar Mundra (0.542 Decimal), Sri Raj Kumar Mundra (0.542 Decimal) and Sri Pradeep Kumar Mundra (2.166 Decimal) vide a registered Deed of Gift dated 12.12.2015, being Document No. I-2816 for the year 2015 and the same was registered in the Office of the District Sub Registrar Jalpaiguri.

AND WHEREAS the abovenamed, Smt. Kavita Gattani, through her legally Constituted Attorney, Sri Pradeep Kumar Mundra, son of Late Ram Swarup Mundra, appointed vide a registered General Power of Attorney dated 28.10.2015, Book No. 4, being Document No. 201501190001056 for the year 2015, registered in the Office of the Sub Registrar Jaipur-X, Rajasthan, thereafter had gifted her undivided land 3.25 Decimals, being one-fifth undivided share in the aforesaid vacant land measuring about 16.25 Decimals to her abovenamed brothers, Sri Krishan Kumar Mundra and Sri Raj Kumar Mundra vide a registered Deed of Gift dated 12.12.2015, being Document No. I-2817 for the year 2015 and the same was registered in the Office of the District Sub Registrar Jalpaiguri.

AND WHEREAS in this manner, the abovenamed, SRI KRISHAN KUMAR MUNDRA, SRI RAJ KUMAR MUNDRA AND SRI PRADEEP KUMAR MUNDRA (the SECOND PARTY hereof) became the JOINT OWNERS of the aforesaid vacant measuring about 16.25 Decimals having permanent heritable, transferable and marketable right, title and interest therein and the said land is more particularly described in the **SCHEDULE 'B'** below.

III. WHEREAS,

- 1. SMT. PUSHPA DEVI MUNDRA, wife of Sri Prayag Chand Mundra,
- 2. SMT. RITU MUNDRA, wife of Sri Prakash Mundra,
- 3. SRI RAVI MUNDRA, son of Sri Prayag Chand Mundra,
- 4. SRI ARJUN MUNDRA, son of Sri Pradeep Kumar Mundra
- 5.SRI KARAN MUNDRA, son of Sri Krishan Kumar Mundra and
- 6.SRI SUDARSHAN MUNDRA, son of Sri Raj Kumar Mundra (the THIRD PARTY hereof) are the **CO-OWNERS** of land measuring 22 Decimals and a building standing thereon and the said land and building of the abovenamed six co-

Siliguri,

and as Constituted Attorney of Sri Krishan Kumar Mundra Sri Raj Kumar Mundra and Sri Pradeep Kumar Mundra Smt. Pushpa Devi Mundra and Sri Ravi Mundra Sri Prakash Mundra Page - 7

owners respectively is more particularly described in the schedule 'C' given below.

AND WHEREAS due to scarcity of land for construction of a multistoried building on the said land, all the parties hereof have decided to AMALGAMATE their respective plots of land for making the same into one SINGLE PLOT which is more particularly described in the SCHEDULE 'X' below.

AND WHEREAS, in order to avoid future disputes and misunderstandings, all the parties hereof have thought it proper and advisable to enter into a written Amalgamation 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 hereof enter into this Amalgamation Agreement and bind themselves to each other with the terms and conditions as hereinafter appearing:-

- 1. That all the parties hereof have mutually given his/her consent, out of his/her own free will and voluntarily without any fraud, coercion or undue influence from anybody whomsoever, and in full possession of his/her senses, to AMALGAMATE his/her respective plots of land (i.e. Schedule 'A' land of the First Party hereof, Schedule 'B' land of Second Party hereof and Schedule 'C' of the Third Party hereof) for making the same in one single plot more particularly described in the Schedule 'X' for the purpose of construction of a multistoried building.
- 2. That each of the parties hereof hereby signify and give his/her No Objection in relation to amalgamation of his/her respective plots of land into one single plot of land more particularly described in the Schedule 'X' below for construction of a multistoried building thereon.
- 3. That the Third Party hereof further confirm and declare that, as agreed between themselves, they shall have No Objection with respect to and/or relating to dismantling and demolishing their multistoried building completely and any structure/s standing thereon on their Schedule 'C'

Sri Krishan Kumar Mundr Raj Kumar Mundra and

Kanan Muncho

For Self and as Constituted Attorney of: Smt. Pushpa Devi Mundra ant Sri Arjun Mundra and

Page - 8

land for the said purpose of amalgamation of their land into plot of land as described in the Schedule 'X' below.

- 4. That the multistoried building to be constructed on the Schedule 'X' land shall be constructed in strict compliance of the sanctioned plan.
- 5. That the parties hereof hereby agree and confirm their undivided share (mentioned herein below) in the constructed area including parking together with undivided proportionate share/right in the Schedule 'X' land, common areas, common parking, open space, common amenities and other common provisions and utilities:-

	4500	9.938 %
i) Sri Krishan Kumar Mundra	NO. THE	9.938 %
ii) Sri Raj Kumar Mundra		9.938 %
iii) Sri Pradeep Kumar Mundra	-000	6.728 %
iv) Sri Karan Mundra v) Sri Sudarshan Mundra	0 411	6.728 %
v) Sri Sudarshan Muhard	232/	6.728 %
vi) Sri Arjun Mundra vii) Sri Prakash Mundra	nibos	9.938 %
viii) Smt. Pushpa Devi Mundra	G 51	16.668%
VIII) Smi. Fostipa Bevi Merca	-	16.668% and
ix) Sri Ravi Mundra x) Smt. Ritu Mundra		6.728 %.
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- 6. That the entire costs and expenses of construction of a multistoried building on the Schedule 'X' land and all the expenditure/expenses incurred/paid therein shall be borne by all the respective parties hereof in proportion to his/her share as mentioned above.
- 7. That all the parties hereof agree and confirm that exists no mortgage or any other liabilities on his/her respective land and further no mortgage (in future) can be created on the Schedule 'X' land or on any part or parts of the building to constructed thereon except for the purpose of construction and/or development of the said building on the Schedule 'X' land with prior consent of all the parties hereof in writing.

Sri Raj Kumar Mundra and Sri Pradeep Kumar Mundra Sri Krishan Kumar Mundra

Smt. Pushpa Devi Mundra and As Constituted Attorney of:-Prakash Mundra

For Self and as Constituted Attorney of: Sri Arjun Mundra and Sri Sudarshan Mundr

Page - 9

- 8. That all the parties hereof or through himself/herself of through Attorney shall also execute all necessary papers and documents from time to time as may be required for the aforesaid purpose.
- 9. That all the legal heirs and successors of the respective parties shall also be equally bound by the terms and conditions of this Agreement.
- 10. That this Agreement shall be the subject to the provisions of the Indian Contract Act, 1872 and Specific Relief Act, 1963.

SCHEDULE 'A' (LAND BELONGING TO THE FIRST PARTY HEREOF)

All that VACANT LAND measuring about 16.25 DECIMALS, situated within MOUZA DABGRAM, appertaining to and forming part of Plot No. 128 (R.S.), 416 (L.R.), Recorded in Khatian No. 282/1 (R.S.), 1116 (L.R.), J.L. No. 02, Sheet No. 5 (R.S.), 4 (L.R.), Pargana Baikunthapur, within the limits of Ward No. 42 of Siliguri Municipal Corporation, Police Station Bhaktinagar, in the District of Jalpaiguri.

The said land is bounded and butted as follows:-

By North: - Vacant land of the Second Party hereof,

By South: - Land of Sri Pawan Kumar Agarwal,

By East :- Property of Smt. Pushpa Devi Mundra & Others,

By West :- Sevoke Road.

SCHEDULE 'B' (LAND BELONGING TO THE SECOND PARTY HEREOF)

All that VACANT LAND measuring about 16.25 DECIMALS, situated within MOUZA DABGRAM, appertaining to and forming part of Plot No. 128 (R.S.), 416 (L.R.), Recorded in Khatian No. 282/1 (R.S.), 1117 (L.R.), Sheet No. 5 (R.S.),

> Sxecutive Magistrate Siligun,

Sri Krishan Kumar Mundr
Sri Raj Kumar Mundra and
Sri Pradeep Kumar Mundr

Prakash Mundra

For Self and as Constituted Attorney of: Ariun Mundra and

Smt. Pushpa Devi Mundra and For Self and as Constituted Attorney of

4 (L.R.), J.L. No. 02, Pargana Baikunthapur, within the wits of Ward No. 42 of Siliguri Municipal Corporation, Police Station Bhaktinagar, in the District of Jalpaiguri.

Page - 10

The said land is bounded and butted as follows:

By North: Land of Babulal Agarwal & Others, By South: - Vacant land of the First Party hereof, By East :- Property of Sri Arjun Mundra & Others,

By West :- Sevoke Road.

SCHEDULE 'C' (PROPERTY BELONGING TO THE THIRD PARTY HEREOF RESPECTIVELY)

All that LAND measuring about 22 DECIMALS together with a multistoried building standing thereon, situated within MOUZA DABGRAM, appertaining to and forming part of Plot No. 128 (R.S.), 416 (L.R.), Recorded in Khatian No. 282/1 (R.S.), 1116 & 1117 (L.R.), Sheet No. 5 (R.S.), 4 (L.R.), J.L. No. 02, Pargana Baikunthapur, within the limits of Ward No. 42 of Siliguri Municipal Corporation, Police Station Bhaktinagar, in the District of Jalpaiguri.

The said land is bounded and butted as follows:-

By North: - Land of Babulal Agarwal & Others,

By South :- Land of Smt. Rita Sengupta & Others,

By East :- Land of Mr. Gurung & Others,

By West :- Vacant land of the First Party and Second Party hereof and then Sevoke Road.

> Executive Magistrate Siliguri,



(DESCRIPTION OF THE AMALGAMATED LAND OF THE FIRST PARTY, SECOND PARTY AND THIRD PARTY HEREOF, i.e., SCHEDULE 'A', 'B' & 'C' LAND JOINTLY).

All that $\underline{\text{LAND}}$ in total measuring about $\underline{\text{54.5 DECIMALS}}$, situated within $\underline{\text{MOUZA}}$ DABGRAM, appertaining to and forming part of Plot No. 128 (R.S.), 416 (L.R.), Recorded in Khatian No. 282/1 (R.S.), 1116 & 1117 (L.R.), Sheet No. 5 (R.S.), 4 (L.R.), J.L. No. 02, Pargana Baikunthapur, within the limits of Ward No. 42 of Siliguri Municipal Corporation, Police Station Bhaktinagar, in the District of Jalpaiguri.

The said land is bounded and butted as follows:

By North: - Land of Babulal Agarwal & Others,

By South :- Land of Sri Pawan Kumar Agarwal and Smt. Rita Sengupta,

By East :- Land of Mr. Gurung & Others,

By West: - Sevoke Road.

Cont.. to next page

Executive Magistrate Siliguri,



Page - 12

IN WITNESS WHEREOF, the Parties hereof through themselves/ Constituted Attorney in good health and conscious mind have put their signatures on this AMALGAMATION AGREEMENT on the day, month and year first above written. The contents of this document has been **WITNESSES:**gone through & understood personally.

1. Raju Gupta Slo Bhola Pr. Gupta Siliguri, Jelpeiguri.

Rê tu Mendra

As Constituted Attorney of:-1. Sri Prakash Mundra 2. Smt. Pushpa Devi Mundra and

3. Sri Ravi Mundra

FIRST PARTY

Kanan Mundha

As Constituted Attorney of:-1. Sri Krishan Kumar Mundra 2. Sri Raj Kumar Mundra and 3. Sri Pradeep Kumar Mundra

2. Ashnosh Sew Sto. Lt. S. S. Su Silignin, Dorg.

Karan Mundra

For Self and as Constituted Attorney of:-1. Sri Arjun Mundra and 2. Sri Sudarshan Mundra

SECOND PARTY

Kêtu Mendra For Self and as Constituted Attorney of:-1. Smt. Pushpa Devi Mundra and 2. Sri Ravi Mundra.

THIRD PARTY

Drafted as per instructions, read-over & explained to all the parties hereof & printed in my office:-

Nikung Sauaj.

ADVOCATE :: SILIGURI

AFFID* VIT

- Promarh Prench, & os.

dentified by R. Gubby, Aan

Executive Magistrate Siliguri