## Om Prakash Gupta Notary Govt. of India

\* Professional Address Siliguri Bar Association, Siliguri Court, Dist. Darjeeling, W.B.

\* Chamber Cum Residence **Gupta House, Tinbatti More** Sree Pally, Opp. More Service Petrol Pump, P.O. Siliguri Bazar-05, Dist. Jalpaiguri (W.B.) Cell-9641756394

E-mail: omp072612@gmail.com

### NOTARIAL CERTIFICATE

(Pursuant to section 8 of the Notaries Act. 1952)

TO ALL TO WHOM THESE PRESENTS shall come, I, Sri Om Prakash Gupta, duly authorised by the Government of India to practice as a Notary do hereby verify, authenticate, certify and attest as under the execution of the instrument annexed hereto collectively marked 'A' on Its being executed, admitted and identified by the respective signatories and as also by contained therein, Presented before me.

Accordingly to that this Is to certify authenticate and Attest that the annexed Instrument 'A' as is the:

PRIMA FACIE the annexed instrument 'A' appears to be usual procedure to serve and avail as needs or occasion shall or may required for the same.

In faith and testimony where of being required of a Notary, I, the said Notary do hereby subscribe my hand and affix my seal of office at Siliguri on this the ......day of

in the year of Christ 20 🏃

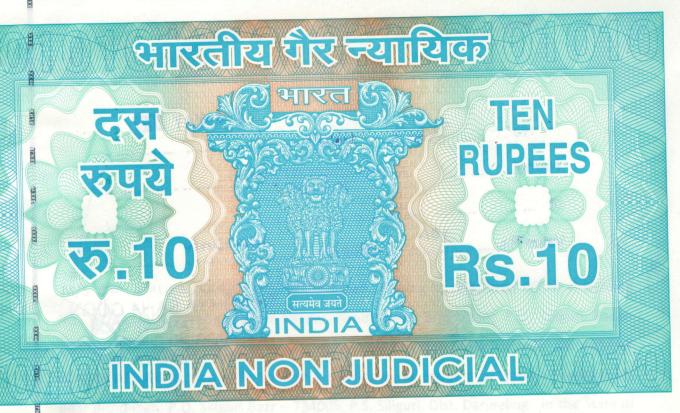
1 3 JUN 2022

The executentls is/are identified by me:

OM Om Prakash Gupta Notary Govt. Of India Notary Siliguri, Darjeeling Notary Regd. No.- 13778

**NOTARIAL STAMP** 

Siliguri, Dist. Darjeeling



পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL

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BEFORE THE LD. NOTARY PUBLIC AT SILIGURI

# DEED OF AMALGAMATION

THIS DEED IS MADE ON THE 13th DAY OF JUNE, 2022

BETWEEN

OM PRAKASH GUPTA Notary Govt. Of India, Siliguri, Darjeeling Regd. No. 13778

Contd...P/2

1 3 JUN 2022

Name R. CHAKRABORTY (ADV)
SILIGURI

Of ....

Value Rs. 10/- (Rupees SILIGURI COURT
UNO - 174/RM OF

MILITARIA TA TA CALCADA

## DEED OF AMALGAMATION

THE DEED IS MADE ON THE 13th DAY OF TUNE 2022

BETWEEN

Contd...P/2

13 JUN 2022

M/S OM MALIKA ARJUN DEVELOPERS LLP, having its registered Office at Holding No. 67/443/100/77/66, Station Feeder Road, Near Brindaban, P.O. Siliguri Bazar-734005, P.S. Sisliguri, Dist. Darjeeling, represented by one of its Partners SRI BASANT KUMAR AGARWAL, Son of Sri Santosh Kumar Agarwal, resident of Statio n Feeder road, Bear Brindaban, P.O. Siliguri Bazr – 734005, P.S. Siliguri, Dist. Darjeeling in the State of West Bengal - hereinafter called the "FIRST PARTY" (which expression shall mean and include unless excluded by or repugnant to the context his/her/their heirs, executors, successors, legal representatives, administrators and assigns) of the <u>FIRST PART</u>.

#### AND

M/S OM MALIKA ARJUN DEVELOPERS LLP, having its registered Office at Holding No. 67/443/100/77/66, Station Feeder Road, Near Brindaban, P.O. Siliguri Bazar-734005, P.S. Siliguri, Dist. Darjeeling, represented by one of its Partners SRI BASANT KUMAR AGARWAL, Son of Sri Santosh Kumar Agarwal, resident of Station Feeder Road, Near Brindaban, P.O. Siliguri Bazar-734005, P.S. Siliguri, Dist. Darjeeling, in the State of West Bengal - hereinafter called the "SECOND PARTY" (which expression shall mean and include unless excluded by or repugnant to the context her/his/their heirs, executors, successors, legal representatives, administrators and assigns) of the SECOND PART.

#### AND

WHEREAS we the above said M/s Om Malika Arjun Developers LLP have purchased a piece or parcel of land measuring 0.0896 acre vide registered Deed of Conveyance being document No. I-5196 for the Year 2021 executed by Sri Rasiklal Debnath, Son of Late Shyam Chand Debnath & Others having permanent heritable and transferable right, title and interest therein and free from all encumbrances and charges whatsoever as fully describe in below Schedule – "A".

Notary Govt. Of India Siliguri, Darjeeling Regd. No.- 13 718 AND 3 JUN 2022

whereas we the above said M/s Om Malika Arjun Developers LLP have purchased another piece or parcel of land measuring 0.0448 acre by virtue of a registered Deed of Conveyeance being document No. I-5197 for the year 2021 executed by Smt. Bhakti Debnath, Wife of Late Khitish Debnath & Others having permanent inheritable right, title & interest therein and freed from all the encumbrances charges whatsoever as fully describe in below schedule — "B".

WHEREAS land of the above mentioned Two Deeds are situated side by side and as such we have decided to construct a building by <u>AMALGAMATING</u> the below schedule land into a single land in the Head of "<u>AMALGAMATED LAND</u>" fully describe in below Schedule – "X".

#### AND

WHEREAS we have accorded our respective <u>NO OBJECTION</u> to Amalgamated the below schedule land to obtain a single Building Plan covering the below schedule land from the appropriate authorizes to facilitate the construction of the said building.

#### AND

WHEREAS to avoid future disputes and ambiguity all the Partners have thought it

Wise and expedient to have a duly executed <u>DEED OF AMALGATION</u> incorporating

PRACTED THE INDENTITIES OF AMALGAMATION WITNESSETH, that in pursuance of the

NOW THIS INDENTURE OF AMALGAMATION WITNESSETH that in pursuance of the aforesaid mutual agreement we enter into this agreement and agreed to bind themselves/ourselves and each other with the said terms and conditions as agreed by and between themselves at the time of erection of the said agreement as hereunder appears:

#### **TERMS AND CONDITIONS**

a) That neither Partners have any objection to margin their/our respective piece and parcel of land into a single plot of land for the purpose of construction of Building.

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c) That both the parties are agree to construct a common compound wall and single roof Building.

- d) That both/all the partners will bear construction expenses equally and look after the said construction works with their own care and responsibility and will abide by the Rules of the Concerned Authority.
- e) That the legal heirs of each partner will follow this agreement without any objection.

#### SCHEDULE - "A"

#### (Land of Deed No. I-5196)

All that piece or parcel of total land measuring **0.0896** acre within the Mouza Dabgram , J. L. No. 2, Pargana Baikunthapur , recorded in R.S.Khatian No. 776, Corresponding to L. R. Khatian No. 808, in R.S. Plot No. 67, Corresponding to L. R. Plot No. 610, R. S. Sheet No. 15, L. R. Sheet No. 168, Under Siliguri Municipal Corporation Ward No. 32, P.S. Bhaktinagar, Now P.S. NJP, Dist. Jalpaiguri.

The said Lland is butted and bounded as follows:

By the North: Land of Sri Nakipuria

By the South: Land sold to purchasers

By the East: 30 ft. wide Road

By the West: 18 ft. wide Road

#### SCHEDULE - "B"

#### (Land of Deed No. I-5197)

All that piece or parcel of land measuring **0.0448**, within the Mouza Dabgram , J. L. No. 2, Pargana Baikunthapur, recorded in R. S. Khatian No. 776, Corresponding to L. R. Khatian No. 807, R. S. Plot No. 67, Corresponding to L. R. Plot No. 610, R. S. Sheet No. 15, L. R. sheet No. 168 , Under Siliguri Municipal Corporation Ward No. 32, P.S. Bhaktinagar, Now P. S. NJP, Dist. Jalpaiguri.

That the said land is butted and bounded as follows:

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Siliguri, Darjeeting Regd. No. 13778 By the North: La

By the North: Land of Purchasers

By the South: Land & House of Kalachan Mondal

By the East : 30 ft. wide road

By the West: 18 ft. wide Road.

#### SCHEDULE - "X" AMALGAMATED LAND

All that piece or parcel of Amalgamated land measuring ( 0.0896 acre + 0.0448 acre ) = 0.1344 acre situated within the Mouza Dabgram , J. L. No 2 , Pargana Baikunthapur, recorded in R.S. Khatian No. 776, Corresponding to L. R. Khatian No. 808 & 807 L. R. Khatian No. 845, in R. S. Plot No. 67, Corresponding to L. R. Plot No. 610, L. R. Plot No. 610, R. S. Sheet No. 15, L. R. Sheet No. 168, Under Siliguri Municipal Corporation Ward No. 32, P.S. Bjhaktinagar, Now P.S. NJP, Dist. Jalpaiguri .

The said **Amalgamated Land** is butted and bounded as follows:

By the North:

Vacant Land of Others;

By the South: Land & House of Kalachand Mondal;

By the East : 30 ft. wide Road;

By the West:

18 ft. wide Road

IN WITNESS WHEREOF both the parties hereunder set and subscribe their respective hands on this Deed of agreement the day, month and year first above written.

Witnesses:

Transcean Lacassa

Signature of the Partner

2.

Drafted by me as per instruction of the Parties and typed in my Office:

Regd. No.- 13778