

पश्चिम बंगाल WEST BENGAL

75AB 056506

Sushil Khanna

Prateek Khanna

DM VENTURES

PARTNER

BEFORE THE EXECUTIVE MAGISTRATE AT SILIGURI -
AFFIDAVIT

AGREEMENT OF AMALGAMATION

THIS INDENTURE IS MADE ON THIS THE 18th DAY OF

Jan., 2022.


Executive Magistrate
Siliguri

SL. NO. 32902 Date 17.11.2022
PURCHASER DM Ventures and others
Full Address Siliguri
Total Value 10/-

Stamp Purchased from JPG Treasury-1

STAMP VENDOR

JAYA RANI DAS

Licence No.1 of 99-2000

Addl. DSR Office, Rajganj, Jalpaiguri



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BETWEEN

Sushil Mitruka

Anita Mitruka

DM VENTURES

Mrinal Ag
PARTNER

D M VENTURES, a Partnership Firm, having its Office at Platinum Square, Opposite State Bank of India, Station Feeder Road, Siliguri, P.O. - Siliguri Bazar, P.S. - Siliguri, District - Darjeeling, PIN - 734005, in the State of West Bengal, represented by its **Partner - SRI MRINAL AGARWAL**, son of Sri Naresh Kumar Agarwal, Indian by Nationality, Hindu by faith, Business by occupation, residing at Station Feeder Road, Siliguri, P.O. - Siliguri Bazar, P.S. - Siliguri, District - Darjeeling, PIN - 734005, 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 its partners, executors, successors-in-office, representatives, administrators and assignees) of the "**FIRST PART**".

AND

MAONIL ESTATES PRIVATE LIMITED, a Private Limited Company, having its Office at 2nd Floor, Ram Krishna Samity Building, Panitanki More, Sevoke Road, Siliguri, P.O. and P.S. - Siliguri, District - Darjeeling, PIN - 734001, in the State of West Bengal, represented by its **Director - SRI SUSHIL KUMAR MITRUKA**, son of Neem Chand Mitruka, Indian by Nationality, Hindu by faith, Business by occupation, residing at Nehru Road, Khalpara, Siliguri, P.O. - Siliguri Bazar, P.S. - Siliguri, District - Darjeeling, PIN - 734005, 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 its directors, executors, successors-in-office, representatives, administrators and assignees) of the "**SECOND PART**".

AND

SMT. ANITA MITRUKA, wife of Sri Sushil Mitruka alias Sushil Kumar Mitruka, Indian by Nationality, Hindu by faith, House-wife by occupation, residing at Nehru Road, Siliguri, P.O. - Siliguri Bazar, P.S. - Siliguri, District - Darjeeling, PIN-734005, 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 her heirs, executors, successors, representatives, administrators and assignees) of the "**THIRD PART**".

(Signature)
Executive Magistrate
Siliguri



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Anil Mitter

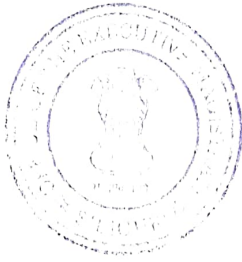
DM VENTURES
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PARTNER

I. A) WHEREAS one Sri Subir Kar, son of Late Satish Chandra Kar, had transferred for valuable consideration and made over physical possession of all that piece or parcel of land measuring 12.848 Kathas together with a 50 years old two storied residential cum commercial building standing thereon, forming part of R.S. Plot No.8805, recorded in R.S. Khatian No.5669, situated within Mouza - Siliguri, J.L. No.110 (88), Pargana - Baikunthapur, District - Darjeeling, unto and in favour of **D M VENTURES**, a Partnership Firm, by virtue of six separate Sale Deeds i) executed on 17.02.2020, being Document No.1916 for the year 2020, entered in Book- I, Volume No.0402-2020, Pages - 76289 to 76313, ii) executed on 19.02.2020, being Document No.1917 for the year 2020, entered in Book- I, Volume No.0402-2020, Pages - 76265 to 76288, iii) executed on 02.03.2020, being Document No.535 for the year 2020, entered in Book- I, Volume No.0402-2020, Pages - 19793 to 19816, iv) executed on 04.03.2020, being Document No.582 for the year 2020, entered in Book- I, Volume No.0402-2020, Pages - 21726 to 21749, v) executed on 13.03.2020, being Document No.658 for the year 2020, entered in Book- I, Volume No.0402-2020, Pages - 23472 to 23495, vi) executed on 16.03.2020, being Document No.684 for the year 2020, entered in Book- I, Volume No.0402-2020, Pages - 24184 to 24206, all the Deeds registered in the Office of the Additional District Sub-Registrar, Siliguri.

B) AND WHEREAS one Sri Sanjoy Kumar Agarwala alias Sanjay Agarwal, son of Sri Shyam Sunder Agarwala, had thereafter transferred for valuable consideration and made over physical possession of all that piece or parcel of land measuring 7 Kathas, forming part of R.S. Plot No.8014, recorded in Khatian No.2412, situated within Mouza - Siliguri, J.L. No. 110(88), Pargana - Baikunthapur, District - Darjeeling, unto and in favour of **D M VENTURES**, a Partnership Firm, by virtue of Sale Deed, executed on 03.11.2020, being Document No.1651 for the year 2020, entered in Book- I, Volume No.0402-2020, Pages - 63343 to 63364, registered in the Office of Additional District Sub-Registrar, Siliguri.

 C) AND WHEREAS one Sri Santanu Kar, son of Late Sudarshan Kar, had thereafter transferred for valuable consideration and made over physical possession of all that piece or parcel of land measuring 4.86 Kathas, forming part of R.S. Plot No.8006, recorded in R.S. Khatian No.2384, situated within Mouza - Siliguri, J.L. No. 110, Pargana - Baikunthapur, P.S. - Siliguri, District - Darjeeling, unto and in favour of **D M VENTURES**, a Partnership Firm, by virtue of Sale Deed, executed on 10-03-2022, being Document No.809 for the year 2022, entered in Book- I, Volume No.0402-2022, Pages - 40685 to 40709, registered in the Office of Additional District Sub-Registrar, Siliguri.


Executive Magistrate
Siliguri



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DM VENTURES

PARTNER

D) AND WHEREAS Brinda Niketan Private Limited had transferred for valuable consideration and made over physical possession of all that piece or parcel of land measuring 4 Kathas 9 Chattaks, forming part of R.S. Plot No.8803/8908, recorded in R.S. Khatian No.5600, situated within Mouza - Siliguri, J.L. No.110, Pargana - Baikunthapur, District - Darjeeling, unto and in favour of **DM VENTURES**, a Partnership Firm, by virtue of Sale Deed, executed on 27-04-2022, being Document No.1285 for the year 2022, entered in Book- I, Volume No.0402-2022, Pages - 56156 to 56177, registered in the Office of Additional District Sub-Registrar, Siliguri.

II) AND WHEREAS by virtue of aforesaid nine separate Sale Deeds i) being Document No.1916 for the year 2020, ii) being Document No.1917 for the year 2020, iii) being Document No.535 for the year 2020, iv) being Document No.582 for the year 2020, v) being Document No.658 for the year 2020, vi) being Document No.684 for the year 2020, vii) being Document No.1651 for the year 2020, viii) being Document No.809 for the year 2022 and ix) being Document No.1285 for the year 2022 abovenamed **DM VENTURES** (The First Party of these presents), became the sole, absolute and exclusive owner of all that aforesaid land in total measuring 29 Kathas 4 Chattaks 14.76 Sq.ft., more particularly described in the Schedule-A given hereinbelow, having permanent, heritable and transferable right, title and interest therein and the said land was subsequently recorded in its name in the L.R. Record of Rights, being L.R. Khatian No.13191, comprising of L.R. Plot Nos.6140, 3859, 3848 and 6137, situated within Mouza - Siliguri Madhya (L.R.), J.L. No.88 (L.R.), P.S. - Siliguri, District - Darjeeling.

III. A) AND WHEREAS one Smt. Dipti Rani Kar, wife of Late Sudarshan Kar, had transferred for valuable consideration and made over physical possession of all that piece or parcel of land measuring 0.33 Acres or 20 Kathas, forming part of R.S. Plot Nos.8001 and 8014, both the plots recorded in R.S. Khatian No.2412, situated within Mouza - Siliguri, J.L. No. 110 (88), Pargana - Baikunthapur, District - Darjeeling, unto and in favour of **MAONIL ESTATES PRIVATE LIMITED**, by virtue of Sale Deed, executed on 16-04-2004, being Document No.1879 for the year 2006, entered in Book-I, Volume No.57, Pages 1 to 12, registered in the Office of the Addl. Dist. Sub-Registrar, Siliguri.


Executive Magistrate
Siliguri



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Sushil Mitruka
Anita Mitruka

DM VENTURES

PARTNER

B) AND WHEREAS by virtue of aforesaid Sale Deed being Document No.1879 for the year 2006, abovenamed **MAONIL ESTATES PRIVATE LIMITED** (The Second Party of these presents), became the sole, absolute and exclusive owner of the aforesaid land measuring 0.33 Acres or 20 Kathas or 14400.00 Sq. ft. (out of which land measuring 14390.00 Sq. ft. is more particularly described in the Schedule-B given herein below) having permanent, heritable and transferable right, title and interest therein and the said land was subsequently recorded in its name in the L.R. Record of Rights, being L.R. Khatian No.13200, comprising of L.R. Plot Nos.3859 and 3861, situated within Mouza - Siliguri Madhya (L.R.), J.L. No.88 (L.R.), P.S. - Siliguri, District - Darjeeling.

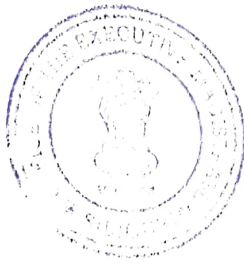
IV. A) AND WHEREAS Smt. Dipti Rani Kar, wife of Late Sudarshan Kar, Sri Subrata Kar, Sri Santanu Kar, both sons of Late Sudarshan Kar, Smt. Suvra roy chowdhuri, wife of Sri Samar Roy Chowdhuri and Capt. Miss Sudipta Kar, daughter of Late Sudarshan Kar, had transferred for valuable consideration and made over physical possession of the land measuring 0.33 Acres, situated within Mouza - Siliguri, J.L. No. 110 (88), Pargana - Baikunthapur, District - Darjeeling, unto and in favour of one **KAMAL KUMAR MITRUKA**, son of Sri Sushil Kumar Mitruka, by virtue of Sale Deed, executed on 30.03.2005, being Document No.1873 for the year 2006, entered in Book- I, Volume No.56, Pages - 349 to 358, registered in the Office of Addl. Dist. Sub-Registrar, Siliguri.

B) AND WHEREAS by virtue of the aforesaid Sale Deed being Document No.1873 for the year 2006, abovenamed **KAMAL KUMAR MITRUKA** became the sole, absolute and exclusive owner of the aforesaid land measuring 0.33 Acres, having permanent, heritable and transferable right, title and interest therein.

V. A) AND WHEREAS abovenamed **KAMAL KUMAR MITRUKA** died intestate leaving behind his mother - **SMT. ANITA MITRUKA**, wife of Sri Sushil Kumar Mitruka and his wife - **SMT. PRITI MITRUKA**, as his only legal heirs to inherit the aforesaid land measuring 0.33 Acres.

B) AND WHEREAS by way of inheritance, abovenamed **SMT. ANITA MITRUKA** and **SMT. PRITI MITRUKA** became the sole, absolute and exclusive owners of the aforesaid land measuring 0.33 Acres, each having undivided $\frac{1}{2}$ (one-half) share in it, having permanent, heritable and transferable right, title and interest therein.


Executive Magistrate
Siliguri



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Anita Mitruka

DM VENTURES

PARTNER

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VI. A) AND WHEREAS certain mistake and inaccuracy had accidentally and inadvertently crept in the aforesaid Sale Deed, being Document No.1873 for the year 2006 and the said mistake and inaccuracy was subsequently rectified in favour of abovenamed SMT. PRITI MITRUKA and SMT. ANITA MITRUKA by virtue of Deed of Declaration, executed on 08-07-2021, being Document No.1512 for the year 2021. registered in the Office of the Addl. Dist. Sub-Registrar, Siliguri.

B) AND WHEREAS by way of inheritance and by virtue of aforesaid Deed of Declaration, being Document No.1512 for the year 2021, abovenamed SMT. ANITA MITRUKA and SMT. PRITI MITRUKA became the sole, absolute and exclusive owners of the aforesaid land measuring 0.33 Acres, each having undivided $\frac{1}{2}$ (one-half) share in it, having permanent, heritable and transferable right, title and interest therein.

C) AND WHEREAS abovenamed SMT. PRITI MITRUKA had thereafter transferred her undivided $\frac{1}{2}$ (one-half) share in the aforesaid land measuring 0.33 Acres, unto and in favour of abovenamed SMT. ANITA MITRUKA, by virtue of Gift Deed, executed on 26.07.2021, being Document No.1641 for the year 2021, entered in Book - I, Volume No.402, Pages- 70636 to 70657, registered in the Office of Addl. Dist. Sub-Registrar, Siliguri.

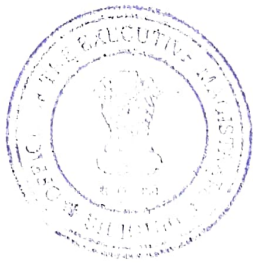
D) AND WHEREAS by way of inheritance, by virtue of aforesaid Deed of Declaration, being Document No.1512 for the year 2021 and by virtue of aforesaid Gift Deed being Document No.1641 for the year 2021, abovenamed SMT. ANITA MITRUKA (The Third Party of these presents) became the sole, absolute and exclusive owner of all that aforesaid land measuring 0.33 Acres, more particularly described in the Schedule-C given hereinbelow, having permanent, heritable and transferable right, title and interest therein and the said land was subsequently recorded in her name in the L.R. Record of Rights, being L.R. Khatian No.13199, comprising of L.R. Plot No.3859, situated within Mouza - Siliguri Madhya (L.R.), J.L. No.88 (L.R.), P.S. - Siliguri; District - Darjeeling.

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

VIII. AND WHEREAS the parties of the First Part, the Second Part and the Third 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.

IX. 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.


Executive Magistrate
Siliguri



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PARTNER

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.

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.

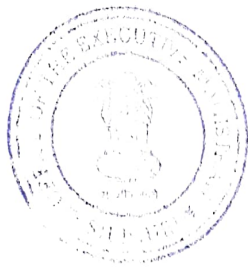
6. That all the parties hereto hereby represent and warrant to each other that they shall make proportionate payments as per their respective proportionate shares for the conversion of the character of the Schedule-X Land.

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.

[Signature]
Executive Magistrate
Siliguri

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Sushil Chatterjee

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DM VENTURES

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9. That the statements made herein are true to the best of the knowledge and belief of the parties and if the said statements are found in contrary, the parties shall be liable to be punished under section 193 of the Indian Penal Code.

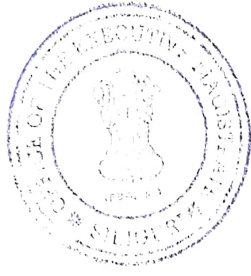
SCHEDULE - A

All that piece or parcel of land measuring 29.2705 Kathas or 29 Kathas 4 Chattaks 14.76 Sq.ft, situated within R.S. Mouza - Siliguri corresponding to L.R. Mouza - Siliguri Madhya, R.S. J.L. No.110 corresponding to L.R. J.L. No.88, Pargana - Baikunthapur, Ward No.VI of Siliguri Municipal Corporation. P.S. - Siliguri, District - Darjeeling, in the State of West Bengal.

R.S. Khatian No.	L.R. Khatian No.	R.S. Plot No.	L.R. Plot No.	Area
5669	13191	8805	6140	12.848 Kathas or 12 Kathas 13 Chattaks 25.56 Sq.ft.
2412	13191	8014	3859	7 Kathas
2384	13191	8006	3848	4.86 Katha or 4 Kathas 13 Chattaks 34.20 Sq.ft.
5600	13191	8803/8908	6137	4.5625 Katha or 4 Kathas 9 Chattaks
Total				29.2705 Kathas or 29 Kathas 4 Chattaks 14.76 Sq.ft

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[Signature]
Executive Magistrate
Siliguri



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SCHEDULE - B

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DM VENTURES

PARTNER

All that piece or parcel of vacant land measuring 14390.00 Sq. ft., situated within R.S. Mouza - Siliguri corresponding to L.R. Mouza - Siliguri Madhya, R.S. J.L. No.110 corresponding to L.R. J.L. No.88, Pargana - Baikunthapur, Ward No.VI of Siliguri Municipal Corporation, P.S. - Siliguri, District - Darjeeling, in the State of West Bengal.

R.S. Khatian No.	L.R. Khatian No.	R.S. Plot No.	L.R. Plot No.	Area
2412	13200	8014	3859	8286.00 Sq. ft.
2412	13200	8014	3861	6104.00 Sq. ft.
Total :				14390.00 Sq. ft.

SCHEDULE - C

All that piece or parcel of vacant land measuring 0.33 Acres or 20 Kathas, situated within R.S. Mouza - Siliguri corresponding to L.R. Mouza - Siliguri Madhya, R.S. J.L. No.110 corresponding to L.R. J.L. No.88, Pargana - Baikunthapur, Ward No.VI of Siliguri Municipal Corporation, P.S. - Siliguri, District - Darjeeling, in the State of West Bengal.

R.S. Khatian No.	L.R. Khatian No.	R.S. Plot No.	L.R. Plot No.	Area
2412	13199	8014	3859	0.33 Acres or 20 Kathas

B
Executive Magistrate
Siliguri



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SCHEDULE - X

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DM VENTURES

PARTNER

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All that piece or parcel of land measuring 69 Kathas 4 Chattaks 14.76 Sq.ft., situated within R.S. Mouza - Siliguri corresponding to L.R. Mouza - Siliguri Madhya. R.S. J.L. No.110 corresponding to L.R. J.L. No.88, Pargana - Baikunthapur, Ward No.VI of Siliguri Municipal Corporation, P.S. - Siliguri, District - Darjeeling, in the State of West Bengal.

R.S. Khatian No.	L.R. Khatian No.	R.S. Plot No.	L.R. Plot No.	Area
5669	13191	8805	6140	12.848 Kathas or 12 Kathas 13 Chattaks 25.56 Sq.ft.
2412	13191	8014	3859	7 Kathas
2384	13191	8006	3848	4.86 Katha or 4 Kathas 13 Chattaks 34.20 Sq.ft.
5600	13191	8803/8908	6137	4.5625 Katha or 4 Kathas 9 Chattaks
2412	13200	8014	3859	11.515 Kathas or 11 Kathas 8 Chattaks 10.90 Sq.ft.
2412	13200	8014	3861	8.485 Kathas or 8 Kathas 7 Chattaks 34.10 Sq.ft.
2412	13199	8014	3859	0.33 Acres or 20 Kathas
Total				69 Kathas 4 Chattaks 14.76 Sq.ft.

The said land is bound and butted as follows :-

By North : 18 Feet wide S.M.C. Road, Land and Building of Sri Arun Kumar Das and brothers, Land of Nripen Basu and others and Land of R.S. Plot No.8014,

By South : Land and building of Sri Dipankar Sarkar and others, Ranjit Hotel and 19 Feet wide S.M.C. Road,

By East : Hill Cart Road, Land and building of Sri Arun Kumar Das and brothers, Sri Dipankar Sarkar, Haripada Ghosh and others and Ranjit Hotel,

By West : Land of Nripen Basu and others, Land of Bhagwati Babu, Raj Kumar Sharma and others and Land of R.S. Plot No.8014.

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Executive Magistrate
Siliguri



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

WITNESSES :

1.

DM VENTURES

Mrinal Ag
PARTNER

FIRST PARTY

OFFICE OF THE EXECUTIVE MAGISTRATE
SILIGURI
WEST BENGAL
by *Mrinal Aggarwal & Others*
identified *18th* Day of *Jan 2023*
[Signature]
Executive Magistrate
Siliguri

Sushil Miteer

SECOND PARTY

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THIRD PARTY

Drafted, readover and explained
by me and typed in my office.

[Signature]

Advocate, Siliguri