



পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL

37AB 322277

For, Manju Shree Tea & India Pvt. Ltd.

Harsh Bedia

Director

Chaman Bedia

Harsh Bedia

Deepankar Bedia

Ganwar Bedia

DEED OF AMALGAMATION

THIS DEED OF AMALGAMATION IS MADE ON THIS THE ____ DAY OF FEBRUARY TWO THOUSAND TWENTY.

For, Manju Shree Tea & India Pvt. Ltd.

Harsh Berlia

Director

Harsh Berlia

Harsh Berlia

Deepak Berlia

Deepak Berlia

B E T W E E N

MANJUSHREE TEA AND INDIA PRIVATE LIMITED, PAN - AADCM6852A, A private limited company registered under the Company Act 1956, having certificate of Incorporation No. 21-62245, having its registered office at 2nd Mile, Post Office - Sevoke Road, Police Station - Bhaktinagar, District - Jalpaiguri, PIN - 734001, represented by one of its Directors Sri Harsh Kumar Berlia, Son of Sri Sushil Kumar Berlia, Aadhaar No. 9486-0448-5445, Hindu by religion, Indian by nationality, Business by occupation, resident of Bankim Nagar, Post Office - Sevoke Road, Police Station - Bhaktinagar, District - Jalpaiguri, PIN - 734001 — hereinafter called the "**FIRST PARTY**" (which expression shall mean and include unless excluded by or repugnant to the context its executors, successors, legal representatives, administrators and assigns) of the **FIRST PART**.

A N D

SMT MANJU DEVI BERLIA, Wife of Sri Sushil Kumar Berlia, **PAN - ADIPB4819P, Aadhaar No. 5447-7180-9540**, Hindu by religion, Indian by nationality, Business by occupation, resident of Bankim Nagar, Post Office - Sevoke Road, Police Station - Bhaktinagar, District - Jalpaiguri, PIN - 734001 — hereinafter called the "**SECOND PARTY**" (which expression shall mean and include unless excluded by or repugnant to the context her heirs, executors, successors, legal representatives, administrators and assigns) of the **SECOND PART**.

A N D

SRI HARSH BERLIA, Son of Sri Sushil Kumar Berlia, **PAN - ACVPB7431P, Aadhaar No. 9486-0448-5445**, Hindu by religion, Indian by nationality, Business by occupation, resident of Bankim Nagar, Post Office - Sevoke Road, Police Station - Bhaktinagar, District - Jalpaiguri, PIN - 734001 — hereinafter called the "**THIRD PARTY**" (which expression shall mean and include unless excluded by or repugnant to the context his heirs, executors, successors, legal representatives, administrators and assigns) of the **THIRD PART**.

A N D

SRI DEEPAK BERLIA, Son of Sri Sushil Kumar Berlia, **PAN - ACVPB7420Q, Aadhaar No. 3888-7128-8729**, Hindu by religion, Indian

For, Manju Shree Tea & India Pvt. Ltd.

Hansh Berlia

Director

Manin Berlia

Hansh Berlia

Sreyas Berlia

Gaurav Berlia

by nationality, Business by occupation, resident of Bankim Nagar, Post Office – Sevoke Road, Police Station – Bhaktinagar, District – Jalpaiguri, PIN – 734001 — hereinafter called the “**FOURTH PARTY**” (which expression shall mean and include unless excluded by or repugnant to the context his heirs, executors, successors, legal representatives, administrators and assigns) of the **FOURTH PART**.

A N D

SRI GAURAV BERLIA, Son of Sri Sushil Kumar Berlia, **PAN – AJDPB6142L, Aadhaar No. 3542-7077-6152**, Hindu by religion, Indian by nationality, Business by occupation, resident of Bankim Nagar, Post Office – Sevoke Road, Police Station – Bhaktinagar, District – Jalpaiguri, PIN – 734001 — hereinafter called the “**FIFTH PARTY**” (which expression shall mean and include unless excluded by or repugnant to the context his heirs, executors, successors, legal representatives, administrators and assigns) of the **FIFTH PART**.

WHEREAS the First Party has acquired all that piece and parcel of land total measuring 0.6234 Acre, appertaining to and forming part of R.S. Plot No.478, recorded in R.S. Khatian No.623, Sheet No.8, J.L. No.2, Pargana – Baikunthapur, under Ward No. 41 of Siliguri Municipal Corporation, Police Station – Bhaktinagar, District – Jalpaiguri by virtue of seven separate Sale Deeds being Nos. I-1337 of 2001, I-1340 of 2001, I-1342 of 2001, I-1345 of 2001, I-1348 of 2001, I-3159 of 2012 and I-3163 of 2012 and thereafter had mutated its name in the Record-of-Rights being L.R. Khatian Nos. 66 & 102.

AND WHEREAS the Second Party has acquired all that piece and parcel of land measuring 2.389 Acre, appertaining to and forming part of R.S. Plot No.471, 472, 471/665, 461/666, recorded in R.S. Khatian No.151/1, Sheet No.8, J.L. No.2, Pargana – Baikunthapur, under Ward No. 41 of Siliguri Municipal Corporation, Police Station – Bhaktinagar, District – Jalpaiguri by virtue of two separate Sale Deeds being Nos. I-1960 of 1980 & I-4818 of 1986 and by way of a Will executed by Smt Parbati Debi and thereafter mutated her name in the Record-of-Rights being Nos. 71 & 112.

AND WHEREAS the Third Party had acquired all that piece and parcel of land measuring 1.84 Acre, appertaining to and forming part of R.S. Plot No.471, 472, recorded in R.S. Khatian No.151/1, Sheet No.8,

For, Manju Shree Tea & India Pvt. Ltd.

Hansh Beedia

Director

Edwin Beedia

Hansh Beedia

Deepak Beedia

Gaurav Beedia

J.L. No.2, Pargana - Baikunthapur, under Ward No. 41 of Siliguri Municipal Corporation, Police Station - Bhaktinagar, District - Jalpaiguri by virtue of a Sale Deed being No. I-4221 of 1985 and by way of a Will being No. III-1 of 1990 and thereafter mutated his name in the Record-of-Rights being No. 69.

AND WHEREAS the Fourth Party had acquired all that piece and parcel of land measuring 1.84 Acre, appertaining to and forming part of R.S. Plot Nos.471 & 472, recorded in R.S. Khatian No.151/1, Sheet No.8, J.L. No.2, Pargana - Baikunthapur, under Ward No. 41 of Siliguri Municipal Corporation, Police Station - Bhaktinagar, District - Jalpaiguri by virtue of a Sale Deed being No. I-4221 of 1985 and by way of a Will being No. III-1 of 1990 and thereafter mutated his name in the Record-of-Rights being No. 70.

AND WHEREAS the Fifth Party had acquired all that piece and parcel of land measuring 1.84 Acre, appertaining to and forming part of R.S. Plot No.471/665, 472 & 478, recorded in R.S. Khatian No.151/1, Sheet No.8, J.L. No.2, Pargana - Baikunthapur, under Ward No. 41 of Siliguri Municipal Corporation, Police Station - Bhaktinagar, District - Jalpaiguri by virtue of a Sale Deed being No. I-4817 of 1986 and by way of a Will being No. III-1 of 1990 and thereafter mutated his name in the Record-of-Rights being No. 68 & 113.

AND WHEREAS the land of the First Party, the Second Party, the Third Party, the Fourth Party and the Fifth are situated just adjacent to each other and the parties herein have decided to develop a portion of their aforesaid total plots of land jointly by constructing several multi storied building.

AND WHEREAS as such, all the parties have mutually agreed to amalgamate a portion of their plots of land into a single plot of land measuring together 2.4119 Acres morefully described in the schedule "X" below and to construct several multi storied buildings upon the amalgamated land under certain terms and conditions to which all the parties have also agreed, free from all charges whatsoever.

NOW THIS INDENTURE WITNESSETH that in pursuance of the aforesaid mutual agreement, all the parties enter into the Deed of Amalgamation to record the terms and conditions of Amalgamation as agreed to by and between themselves and the parties herein also bind

For, Manju Shree Tea & India Pvt. Ltd.

Hansh Beelia

Director

Dhanu Beelia

Hansh Beelia

Deepankar Beelia

Ganesh Beelia

themselves and each other with the said terms and conditions as hereinafter appearing.

1. That the parties hereof have joined, united and amalgamated their aforesaid Schedule "A", "B", "C", "D" & "E" plots of land into a single plot of land as described in the Schedule "X" below (amalgamated form).
2. That the parties shall jointly provide a road more or less 10 metre wide connecting from Sevoke Road to the amalgamated plot of land for ingress and egress purpose and also to other plots which are not a part of this amalgamation.
3. That the parties shall jointly prepare single or revised or several building plan/s and thereafter shall submit the same before the concerned authority for its approval and after approval of the said building plan/s, the parties shall construct several multi storied building on the amalgamated land i.e. in the below "X" Schedule land.
4. That the parties hereto shall execute all necessary papers and documents as joint owners of the below "X" Schedule land (amalgamated form).
5. That the parties hereof shall be the joint owners of the below "X" Schedule land and all the parties shall have full right, title and interest in and over the Scheduled "X" land as joint owners and all the parties shall occupy, possess and enjoy the joint building jointly.
6. That the parties hereof and their legal heirs and successors shall have full right to occupy, possess and enjoy the same and shall abide the terms and conditions of this Deed.
7. That the parties hereof shall jointly construct the building upon the "X" Scheduled land and shall bear the all expenses in equal proportions.

For, Manju Shree Tea & India Pvt. Ltd.

Hansh Baehia
Director

Manu Baehia

Hansh Baehia

Deepa Baehia

Manu Baehia

SCHEDULE "A" ABOVE REFERRED TO
(belongs to First Party)

All that piece and parcel of land measuring 0.6234 Acre, appertaining to and forming part of R.S. Plot No.478 comprised in L.R. Plot Nos.45, 48 & 49, recorded in R.S. Khatian Nos.622 & 623, corresponding to L.R. Khatian Nos. 66 & 102, Sheet No.8 (RS) 36 (LR), J.L. No.2, Pargana - Baikunthapur, under Ward No. 41 of Siliguri Municipal Corporation, Police Station - Bhaktinagar, District - Jalpaiguri.

SCHEDULE "B" ABOVE REFERRED TO
(belongs to Second Party)

All that piece and parcel of land measuring 0.8803 Acre, appertaining to and forming part of R.S. Plot Nos.471 & 472, comprised in L.R. Plot No. 71, recorded in R.S. Khatian No.151/1, corresponding to L.R. Khatian No. 71, Sheet No.8 (RS) 37 (LR), J.L. No.2, Pargana - Baikunthapur, under Ward No. 41 of Siliguri Municipal Corporation, Police Station - Bhaktinagar, District - Jalpaiguri.

SCHEDULE "C" ABOVE REFERRED TO
(belongs to Third Party)

All that piece and parcel of land measuring 0.15 Acre, appertaining to and forming part of R.S. Plot No.471 and land measuring 0.10 Acre, appertaining to and forming part of R.S. Plot No. 472 i.e. total land measuring 0.25 Acre, comprised in L.R. Plot No. 71, recorded in R.S. Khatian No.151/1, corresponding to L.R. Khatian No.69, Sheet No. 8 (RS) 36 (LR), J.L. No.2, Pargana - Baikunthapur, under Ward No. 41 of Siliguri Municipal Corporation, Police Station - Bhaktinagar, District - Jalpaiguri.

SCHEDULE "D" ABOVE REFERRED TO
(belongs to Fourth Party)

All that piece or parcel of land measuring 0.15 Acre, appertaining to and forming part of R.S. Plot No.471 and land measuring 0.10 Acre, appertaining to and forming part of R.S. Plot No. 472 i.e. total land

Foi, Manju Shree Tea & India Pvt. Ltd.

Hansh Beelia

Director

Manin Beelia

Hansh Beelia

Deepankar Beelia

Ganwan Beelia

measuring 0.25 Acre, comprised in L.R. Plot No. 71, recorded in R.S. Khatian No.151/1, corresponding to L.R. Khatian No.70, Sheet No. 8 (RS) 36 (LR), J.L. No.2, Pargana – Baikunthapur, under Ward No. 41 of Siliguri Municipal Corporation, Police Station – Bhaktinagar, District – Jalpaiguri.

SCHEDULE “E” ABOVE REFERRED TO
(belongs to Fifth Party)

All that piece or parcel of land measuring 0.3316 Acre, appertaining to and forming part of R.S. Plot No. 472 and land measuring 0.0766 Acre, appertaining to and forming part of R.S. Plot No. 478 i.e. total land measuring 0.4082 Acre, comprised in L.R. Plot No. 71, recorded in R.S. Khatian No.151/1, corresponding to L.R. Khatian Nos.68 & 113, Sheet No. 8 (RS) 36 (LR), J.L. No.2, Pargana – Baikunthapur, under Ward No. 41 of Siliguri Municipal Corporation, Police Station – Bhaktinagar, District – Jalpaiguri.

SCHEDULE “X” ABOVE REFERRED TO
(Amalgamated form)

All that piece or parcel of land measuring 2.4119 Acre, appertaining to and forming part of R.S. Plot Nos. 471, 472 & 478, comprised in L.R. Plot Nos. 45, 48, 49 & 71, recorded in R.S. Khatian Nos. 151/1, 622, 623, corresponding to L.R. Khatian Nos. 66, 68, 69, 70, 71 & 102, situated within Mouza – Dabgram, Sheet No. 8 (RS) 36 & 37 (LR), J.L. No.2, under Ward No. 41 of Siliguri Municipal Corporation, Police Station – Siliguri, District – Darjeeling. Morefully delineated in the site plan annexed herewith.

The said plot of land is butted and bounded as follows:

North : By land of Mohit Paul & others;
South : By land of Teesta Barrage;
East : By land of Ujjal Sarkar & others;
West : By land of Harish Berlia & others.

IN WITNESS WHEREOF the parties have set and subscribed their respective hands on this Deed of Amalgamation on this the day, month and year first above written.

Witnesses:

1.

Rana Gukha
S/o late Nitai Gukha
Serone Road
Siliguri

For, Manju Shree Tea & India Pvt. Ltd.
✓ Haresh Behera Director
(Signature of the First Party)

✓ Mani Behera
(Signature of the Second Party)

2.

Uttam Singha
S/o late Wishwa Singha
2nd mile, Serone Road
Siliguri

✓ Haresh Behera
(Signature of the Third Party)

✓ Deepan Behera
(Signature of the Forth Party)

✓ Gaurav Behera
(Signature of the Fifth Party)

Drafted, read-over & explained by me
and printed in my office.

(PARTHA S. CHOUDHURY)
ADVOCATE, SILIGURI