

A B DEVELOPERS

Ranjan K...

Partner

**THIS DEED OF CONVEYANCE IS MADE ON THIS THE
DAY OF _____ 2026**

A B DEVELOPERS
Rayan Partner

One complete premise measuring aboutsq. ft. carpet area (..... Sq.ft including super built up area) at Floor, being No.of a Multi storied Residential cum Commercial building and the said project shall be known as "SELECT 27" with an impartible right on the land on which the same stands.

Plot No.	102, 254 & 255 (R.S)
Khatian No.	449 (R.S)
Mouza	Dabgram
Pargana	Hatida
J.L. No.	2
Police Station	Bhaktinagar
District	Jalpaiguri
Consideration	Rs...../-

BETWEEN

..... Hindu by Religion, Business by Occupation, Indian by Citizenship, resident of _____, hereinafter called the "**PURCHASERS**" (which expression shall mean and include unless excluded by or repugnant to the context their heirs, executors, successors, legal representative, administrators and assigns) of the **FIRST PART**.

AND

- SRI BINODE BAJLA (PAN:- ACVPB7364H, AADHAAR No. 481575453514)** S/o Late Chouthmal Bajla,
2. SRI BINOD KUMAR AGARWALA (PAN:- AEOPA1865K, AADHAAR No. 695859357063) S/o Late Amilal Agarwal,
3. SMT ANITA AGARWAL alias ANITA DEVI AGARWALA (PAN:- ACBPA5588J, AADHAAR No. 645903316542) W/o Sri Binod Kumar Agarwal,
4. SMT RUKMA DEVI AGARWALA (PAN:- ACGPA9258G, AADHAAR No. 829842973435) W/o Sri Natwar Lal Agarwal,

All are Hindu by Religion, Indian by Nationality, Business by occupation, No. 1 resident of K.C. Dey Road, Siliguri-734001, P.O. & P.S. Siliguri, District-Darjeeling, No. 2 & 3 resident of Mangturam Road, Khalpara, Siliguri-734005, P.O. & P.S. Siliguri, District-Darjeeling and No. 4 resident of Mangal Pandey Road, Khalpara, Siliguri-734005, P.O. & P.S. Siliguri, District-Darjeeling in the state of West Bengal --- hereinafter jointly and collectively called the **LAND OWNERS/ 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 **SECOND PART**.

Landowner No. 4 hereof Smt Rukma Devi Agarwala is represented by her Attorney holder **SRI MANISH AGARWAL (PAN:- AINPA7293A, AADHAAR No. 558621012034)** S/o Om Prakash Agarwal, Hindu by religion, Indian by Nationality, Business by Occupation, resident of 208 Ganga Apartment, Mangal Pandey Road, Khalpara, Siliguri-734005, P.O. & P.S. Siliguri, District-Darjeeling in the state of West Bengal, appointed by virtue of a General Power of

Attorney, registered at the Office of Additional District Sub-Registrar, Bhaktinagar and recorded in Book No. I, Being Document No. 071106668 for the year 2025.

Landowner No. 3 hereof **SMT ANITA AGARWAL** alias **ANITA DEVI AGARWALA** is represented by her Attorney holder **SRI BINOD KUMAR AGARWALA** (Land Owner No. 2 hereof), appointed by virtue of a General Power of Attorney, registered at the Office of Additional District Sub-Registrar, Bhaktinagar and recorded in Book No. I, Being Document No. 071100065 for the year 2026

AND

AB DEVELOPERS (PAN: ABZFA2329L), A Partnership Firm, registered under the Partnership Act, 1932, having its Office at Shantiware House, Corporation, Near Hotel Sarover, 3rd Mile, Sevoke Road, Siliguri-734008, P.O. Salugara, P.S. Bhaktinagar, District - Jalpaiguri, in the State of West Bengal, represented by one of its Partner **SMT RANJANA AGARWAL, (PAN: ALSPA4933B)** Wife of Sri Ajay Agarwal, Hindu by religion, Business by Occupation, Indian by Nationality, resident of C/o Shanti Warehousing Corporation, 3rd Mile, Sevoke Road, Siliguri-734008, P.O. Salugara, P.S. Bhaktinagar, District-Jalpaiguri in the State of West Bengal --- hereinafter referred to as the "**DEVELOPER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees, including those of the respective partners) of the **THIRD PART.**

WHEREAS:

A (i) That First Party No. 1 hereof **SRI BINODE BAJLA** along with **RAMESH BAJLA** acquired all that piece and parcel of land measuring 17 Katha 12 Chhatak appertaining to and forming part of R.S. Plot No. 102 of R.S. Sheet No. 6, recorded in Khatian No. 449 of Mouza-Dabgram in the District of Jalpaiguri by virtue of a registered Deed of Conveyance executed by **CLASSIC ENDEAVOUR PRIVATE LIMITED** and registered at the office of the Sub-Registrar, Rajganj and recorded in Book No. I, Volume No. 8, Pages 7 to 12, being Document No. 525 for the year 2005.

(ii) The possessing the aforesaid landed property abovenamed First Party No. 1 hereof **SRI BINODE BAJLA** along with **RAMESH BAJLA** duly mutated their names at the office of B.L. & L.R.O. Rajganj and First Party No. 1 hereof **SRI BINOD BAJLA** got his name recorded in L.R. Khatian No. 217 and **RAMESH BAJLA** got his name recorded in L.R. Khatian No. 218 in respect of L.R. Plot No. 258 of Mouza-Dabgram, L.R. Sheet No. 14 in the District of Jalpaiguri.

(iii) That First Party No. 1 hereof **SRI BINODE BAJLA** acquired all that piece and parcel of land measuring 8 Katha 14 Chhatak (i.e. 50% undivided share of 17 Katha 12 Chhatak) appertaining to and forming part of R.S. Plot No. 102 corresponding to L.R. Plot No. 258 of R.S. Sheet No. 6 corresponding to L.R. Sheet No. 14, recorded in R.S. Khatian No. 449 corresponding to L.R. Khatian No. 218 of Mouza-Dabgram in the District of Jalpaiguri by virtue of a registered Deed of Gift executed by **RAMESH BAJLA** and registered at the office of the Additional District Sub-Registrar, Bhaktinagar and recorded in Book No. I, Volume No. 0711-2020, Pages 2300 to 2320, being Document No. 071108109 for the year 2019.

(iv) The possessing 50% undivided Share acquired by virtue of Deed of Gift being Document No. 071108109 for the year 2019 abovenamed First Party No. 1 hereof **SRI BINOD BAJLA**

duly mutated his name at the office of B.L. & L.R.O. Rajganj and got his name recorded in L.R. Khatian No. 217 in respect of land measuring 0.293 Acre in L.R. Plot No. 258 of Mouza-Dabgram, L.R. Sheet No. 14 in the District of Jalpaiguri.

(v) The First Party No. 2 hereof **SRI BINOD KUMAR AGARWALA** acquired all that piece and parcel of land measuring 7 Katha 8 Chhatak appertaining to and forming part of R.S. Plot No. 254 & 255 of R.S. Sheet No. 7, recorded in Khatian No. 176/5 (KA) of Mouza-Dabgram in the District of Jalpaiguri by virtue of a registered Deed of Conveyance jointly executed by **BODHURANI WINIFRED MARY RAY, ROBINA INDIRA GHOSH, NILA SPILLER, SHEILA ANN BANERJI & TRIDIB KUMAR RAY** and registered at the office of the District Sub-Registrar, Jalpaiguri and recorded in Book No. I, being Document No. 352 for the year 2000.

(vi) The possessing the aforesaid landed property abovenamed First Party No. 2 hereof **SRI BINOD KUMAR AGARWALA** duly mutated his name at the office of B.L. & L.R.O. Rajganj and got his name recorded in L.R. Khatian No. 309 of Mouza-Dabgram, L.R. Sheet No. 14 in the District of Jalpaiguri.

(vii) That First Party No. 3 hereof **SMT ANITA DEVI AGARWALA** acquired all that piece and parcel of land measuring 5 Katha appertaining to and forming part of R.S. Plot No. 254 & 255 of R.S. Sheet No. 7, recorded in Khatian No. 176/5 (KA) of Mouza-Dabgram in the District of Jalpaiguri by virtue of a registered Deed of Conveyance jointly executed by **BODHURANI WINIFRED MARY RAY, ROBINA INDIRA GHOSH, NILA SPILLER, SHEILA ANN BANERJI & TRIDIB KUMAR RAY** and registered at the office of the District Sub-Registrar, Jalpaiguri and recorded in Book No. I, being Document No. 318 for the year 2000.

(viii) The possessing the aforesaid landed property abovenamed First Party No. 3 hereof **SMT ANITA DEVI AGARWALA** duly mutated her name at the office of B.L. & L.R.O. Rajganj and got her name recorded in L.R. Khatian No. 308 of Mouza-Dabgram, L.R. Sheet No. 14 in the District of Jalpaiguri.

(ix) That First Party No. 4 hereof **SMT RUKMA DEVI AGARWALA** acquired all that piece and parcel of land measuring 13 Katha appertaining to and forming part of R.S. Plot No. 254 & 255 of R.S. Sheet No. 7, recorded in Khatian No. 176/5 (KA) of Mouza-Dabgram in the District of Jalpaiguri by virtue of a registered Deed of Conveyance jointly executed by **BODHURANI WINIFRED MARY RAY, ROBINA INDIRA GHOSH, NILA SPILLER, SHEILA ANN BANERJI & TRIDIB KUMAR RAY** and registered at the office of the District Sub-Registrar, Jalpaiguri and recorded in Book No. I, CD Volume No.5, Pages 4125 to 4139, being Document No. 02084 for the year 2010.

(x) The possessing the aforesaid landed property abovenamed First Party No. 4 hereof **SMT RUKMA DEVI AGARWALLA** duly mutated her name at the office of B.L. & L.R.O. Rajganj and got her name recorded in L.R. Khatian No. 123 of Mouza-Dabgram, L.R. Sheet No. 14 in the District of Jalpaiguri

AND WHEREAS by virtue of the aforesaid part recited Deeds of Sale the Owner/First Party herein is seized and possessed of and/or otherwise well and sufficiently entitled to in free simple possession of all that pieces and parcels of homestead **total land measuring about 71.375** (Seven One Point Three Seven Five) Decimal out of which land measuring 29.30 (Two Nine Point Three Zero) Decimal appertaining to and forming part of R.S. Plot No. 102 (One Zero

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Two) of R.S. Sheet No. 6 (Six) recorded in R.S. Khatian No. 449 (Four Four Nine) Corresponding to L.R. Khatian No. 217 (Two One Seven) and land measuring 42.075 (Four Two Point Seven Zero seven Five) Decimal appertaining to and forming part of R.S. Plot No. 254 (Two Five Four) & 255 (Two Five Five) of R.S. Sheet No. 7 (Seven), recorded in R.S. Khatian No. 176/5 KA (One Seven Six by Five) of Mouza-Dabgram, J.L. No. 2 (Two), Police Station-Bhaktinagar, District-Jalpaiguri, West Bengal.

AND WHEREAS in order to have optimum use of their aforesaid land the Land Owners decided to develop the said land by constructing a Multi storied Residential cum Commercial building and thus entered into a **Development Agreement** with the Developer namely "**AB DEVELOPERS**", which was duly registered in the office of Additional District Sub-Registrar, Bhaktinagar and recorded in Book No. I, Being Document No. **071100389 for the year 2026 dated 20.01.2026**

AND WHEREAS The Developer/ Landowners for construction of multi storied building on the said land prepared a Building Plan and got the same approved from Siliguri Municipal Corporation Vide **Plan No. SWS-OBPAS/0104/2024/1935 dated 10.10.2025.**

AND WHEREAS according to the Building plan the Vendor constructed the said multi storied building Residential cum Commercial building named as "**SELECT 27**" consisting of several Flats, Shops, parking space, servant quarter etc on the said land.

AND WHEREAS the Vendor have formulated a scheme to enable a person/party intending to have own unit/premises/spaces in the said building along with the undivided proportionate share and interest in the land on which the said building stands. The proportionate share or interest in the land is to be determined according to the constructed area comprising the unit/premises/spaces proportionate to the total constructed area on the said land.

AND WHEREAS the Vendor have now firmly and finally decided to sale and transfer, by virtue of Agreement of Sale, all that one Commercial / Apartment Unit, Being a SHOP / RESIDENTIAL FLAT morefully and particularly described in the SCHEDULE-"B" given hereunder on ownership basis free from all encumbrances and charges whatsoever for valuable consideration of Rs.

The detail of the Shop / Residential Flat is give herein below:-

BUILDING COMPLEX NAMED	"SELECT 27"
SHOP / FLAT MEASURING RERA CARPET AREA SUPER BUILT-UP AREA SQUARE FEET SQUARE FEET
SHOP / FLAT SITUATED IN FLOOR FLOOR

AND WHEREAS the Purchaser/s being in need of the Schedule-"B" property in ownership in the locality where the aforesaid building is situated and after inspecting the documents of title of Vendor to the said land, site plan, sanctioned building plan, standard of workmanship in construction, quality of materials used etc., as well as the construction of the said building till date and considering the price so offered by the Vendor as fair, reasonable and highest have agreed to

purchase from the Vendor, the Schedule-“B” property with undivided common share or interest in the stairs, open space and other common areas and services of the building, free from all encumbrances, charges, liens, lispendences, attachments, mortgages and all or any other liabilities whatsoever with sole, absolute, exclusive, transferable and irrevocable right, title and interest for the Schedule-“B” property for a valuable consideration of Rs.

AND WHEREAS, the Purchaser/s finding the offer of the Vendor fair and reasonable, has/have agreed after full satisfaction to purchase the said Schedule-“B” Property, given herein below for the valuable consideration amount mentioned hereinbefore and hereinafter.

AND WHEREAS the Vendor agreed to execute the Deed of Conveyance (Sale) of the Schedule-“B” property in favour of the Purchaser/s for effectually conveying the right, title and interest in the Schedule-“B” property for a consideration of Rs. and conditions mentioned hereinunder.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

1. **THAT** in consideration of a sum of Rs. paid by the Purchaser/s to the by Cheques/RTGS, the RECEIPT of which the Vendor/ Developer does hereby acknowledge and grants full discharge to the Purchaser/s from the payment thereof and the Vendor does hereby CONVEY and TRANSFER ABSOLUTELY the Schedule-“B” property, to the Purchaser/s who will/shall now HAVE AND HOLD the same absolutely and forever free from all encumbrances subject to the payment of proportionate rents, etc., to the Government of West Bengal.
2. **THAT** the Purchaser/s has/have examined and inspected the Documents of title of the Vendor, Site Plan, Building Plan, Foundation Plan, Typical Floor Plan, as well as the common portions and areas and the common provisions and utilities and have also seen and inspected the construction work of the building as on the date of execution of these presents and have satisfied himself/herself/themselves about the standard of construction thereof including that of the said Schedule-“B” property purchased by the Purchaser/s and shall have no claim whatsoever upon the Vendor as to construction plan, quality of materials used or standard of workmanship in the construction thereof including foundation of the building and/or development, installation, erection and construction of the common provisions and utilities.
3. **THAT** the Vendor do hereby covenant with the Purchaser/s that the tenancy rights under which the Schedule-“A” property is held by the Vendor under the Superior Landlord the State of West Bengal is good and effectual and the interest which the Vendor proposes to transfer subsists and the Vendor has full right and authority to transfer the Schedule-“B” property to the Purchaser/s in the manner as aforesaid and the Purchaser/s shall hereinafter peacefully and quietly possess and enjoy the said Schedule-“B” property without any obstruction or hindrance whatsoever.
4. **THAT** the Vendor declares that the interest which the Vendor professes to transfer hereby subsists as on the date of these presents and that the Vendor have not previously transferred, mortgaged, contracted for sale or otherwise the said below Schedule-“B” property or any part thereof to or in favour of any other party or person/s and that the property hereby transferred, expressed or intended so to be transferred suffers from no defect of title and is free from all charges and encumbrances whatsoever.

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Partner

5. **THAT** the Vendor will pay upto date land revenue and/or any other taxes/charges/dues if any prior to the date of transfer of the Schedule-"B" property.
6. **THAT** the Vendor shall not be liable at any time under any circumstances for any rate and/or taxes pertaining to the Schedule-"B" property except for unsold portion of the building which shall be borne by the Vendor proportionately with all the Purchaser/s unless separately levied upon and charged for.
7. **THAT** the Vendor further undertakes to take all actions and to execute all documents required to be done or executed for fully assuring right, title and interest of the Purchaser/s to the Schedule-"B" property hereby conveyed at the cost of the Purchaser/s.
8. **THAT** the Purchaser/s have satisfied himself/herself/themselves about the title of the Vendor in respect to the Schedule-"B" property.
9. **THAT** the Purchaser/s shall have all rights, title and interest in the Schedule-"B" property sold and conveyed to him/her/them and shall hold and enjoy the same without any interruption or obstruction whatsoever from the Vendor or anybody claiming through or under them and all the rights, title and interest which vested in the Vendor with respect to the Schedule-"B" property shall henceforth vest in the Purchaser/s to whom the said property has been conveyed absolutely.
10. **THAT** the Purchaser/s hereby covenant with the Vendor not to dismantle, divide or partition the Schedule-"B" Flat hereby sold and conveyed in favour of the Purchaser/s in part or parts in any manner whatsoever and the same shall be hold by the Purchaser/s as one independent unit exclusively for residential purpose.
11. **THAT** the Purchaser/s shall not do any act, deed or thing whereby the development/construction of the said building is in any way hindered or impeded with nor shall prevent the Vendor from selling, transferring, assigning or disposing of unsold portion or rights, title and interest therein or appurtenant thereto.
12. **THAT** the Purchaser/s will obtain his/her/their own independent electric connection from the W.B.S.E.D.C. Ltd. for his/her/their electric requirement and the connection charges as well as the electric consumption bill will be paid by the purchaser/s, the Vendor shall have no responsibility or any liability in this respect.
13. **THAT** the Purchaser/s shall have the right to get his/her/their name mutated with respect to the said Schedule-"B" property both at the Office of the B.L. & L.R.O. and Siliguri Municipal Corporation and get it numbered as a seperate holding and shall pay taxes as may be levied upon him/her/them from time to time though the same has not yet been assessed.
14. **THAT** the Purchaser/s shall have the right to sale, gift, mortgage or transfer otherwise the ownership of the Schedule-"B" property or let-out, lease-out the Schedule-"B" property to whomsoever.
15. **THAT** the Purchaser/s shall have proportionate right, title and interest in the land along with other occupiers of the building. It is hereby declared that the interest in the land is impartible.

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16. **THAT** the Purchaser/s shall keep the area neat and clean and in proper condition and shall not use the same for any illegal purpose or in a manner which may cause annoyance to the other occupiers of the said building.
17. **THAT** the upkeep and maintenance of the common portions and areas as well as the common provisions and utilities shall be looked after by the Vendor and thereafter the owners/occupiers of different Shop or residential flat/s shall form and constitute an Owners Association by framing a proper Memorandum of Association together with the Rules and Regulations thereof by their mutual consent subject to law in force and the Vendor shall not responsibility or any liability in this respect.
18. **THAT** the Purchaser/s shall be entitled to use and pay such proportionate charges for common facility if any, such as repairs and maintenance of the outer walls, stairs, septic tank, water supply, sanitation, sweeper, chowkidar, etc. as will be determined by the Vendor from time to time till the time an executive body or any other authority of the building is formed to take care of the common maintenance of the building.
19. **THAT** the payment of the maintenance charges by the Purchaser/s shall be applicable from the date of possession or registration whichever is earlier and are irrespective of his/her/their use and requirements.
20. **THAT** in case the Purchaser/s make default in payment of the proportionate share towards the common expenses described in the Schedule-"C" given hereinunder within time allowed by the Vendor or the Owners Association, the Purchaser/s shall be liable to pay interest at the rate of one percent per month or part of a month compoundable for the period of default on all amounts remaining so unpaid along with such dues and arrears and shall also be liable to compensate Vendor or the Association acting at the relevant time for any loss or damage suffered by the Vendor or the Association in consequence thereof.
21. **THAT** the Purchaser/s shall not encroach upon any portion of the land or building carved out by the Vendor for the purpose of road, landings, stairs, passage or other community purpose/s and in the event of encroachment, the Vendor or the executive body or any authority of the occupiers of the building acting as such at the relevant time shall be entitled to remove such unauthorized act or nuisance by force and the Purchaser/s shall be legally bound to repay the entire cost and expenses including damages if any as will be caused by such nuisance and its subsequent removal.
22. (a) **THAT** the Purchaser/s shall not be entitled to park any vehicle in others parking area, common area, open space and passage within the building complex.

(b) That the Purchaser/s shall park his/her/their car in the Parking Area at the Ground Floor of the building complex as marked and allotted to the Purchaser/s of these present anywhere within the complex.
23. **THAT THE PURCHASERS/S AGREES AND UNDERTAKES THAT THE PURCHASER/S SHALL NOT DO OR PERMIT TO BE DONE, ANY OF THE FOLLOWING ACTS:-**
 - (i) Store /stock / bring into / keep in the said Apartment/Building Complex, any goods / material / fluid / chemical/ substance of explosive / hazardous / combustible / inflammable nature or any act which has effect of doing so which may cause risk of fire or which on

24. THE PURCHASER/S FURTHER AGREES, ACKNOWLEDGES AND UNDERTAKES AND COVENANTS:-

- (i) That the Purchaser/s agrees and undertakes to co-operate with the Vendor at all times, and shall from time to time, sign and execute all applications, papers, documents, maintenance agreement and all other relevant papers (if any), do all the acts, deeds and things as the Vendor may require for the purposes of safeguarding the interest of the occupants of the said complex.
 - (ii) That the Purchaser/s shall keep the said Schedule-"B" Property/ said Complex in a good state of preservation and cleanliness and shall not throw or permit to be thrown there from or from the doors, windows, terraces, balconies thereof any dirt or other substances anywhere in the complex or otherwise.
 - (iii) That the Purchaser/s shall always observe the rules and regulations as framed by the Vendor and/or the organization / agency / association / holding.
 - (iv) That the Purchaser/s shall always co-operate with the flat owners' association and the Vendor as the case may be in the management and maintenance of the said complex.
 - (v) That the Purchaser/s shall maintain and/or remain responsible for the structural stability of the said Schedule-"B" Property and not to do anything which has the effect of affecting the structural stability of the building and/or the said building complex.
 - (vi) That the Purchaser/s hereby agrees and undertakes that he/she/it/they shall record and stipulate the clauses/undertaking of this deed in all the subsequent transfer documents/deeds. However if the Purchaser/s herein and/or the then transferor fails to record the stipulated clauses/ undertakings in the said instruments of transfer/deed/s etc., even then the said intended Purchaser/s or the then Purchaser/s/transferee shall be binded and guided by the clauses/undertakings mentioned in this deed, irrespective of whether the same is enumerated in the said deed or not.
 - (vii) That the Purchaser/s agrees and covenants that the Vendor shall be at absolute liberty to sale the unsold part and portions of the said building complex.
- 25. THAT** the Purchaser/s further covenant with the Vendor not to injure, harm or cause damage to any part of the building including common portions and areas as well as the common provisions and utilities by making or causing any sort of alteration or withdrawal of any support or causing any construction, addition or deletion thereof or therein or otherwise in any manner whatsoever and in the event of contrary the Purchaser/s shall be fully responsible for it, the Vendor shall not be held responsible in any manner whatsoever.
- 26. THAT** the charges towards Stamp Duty and Registration fees of Schedule-"B" Property and GST as applicable have been paid and borne by the Purchaser/s.
- 27. THAT** the said Multistoried Buildings Complex shall always be known as "PARICHAY" and this name shall not be changed by any Association or Society of the Owners / Occupants or any other person claiming through them. The copy right/ trade mark / property mark and all intellectual property (including the name of the complex mentioned herein) shall always remain and vest with the Vendor and no person, including

but not limited to the Purchaser/s Association / Society or the Occupant(s), shall have any claim or right of any nature whatsoever on the said intellectual property.

- 28. THAT** the Vendor will not be liable for any loss arising in case or out of fire, tempest, earthquake, flood and/or due to any other calamities/natural calamities or pandemic, and if, due to fire, tempest, earthquake, flood and/or due to any other calamities or pandemic the whole building/complex is damaged, demolished then the occupiers or owners the building/complex shall take possession of the land on which the building stands and damaged properties as the case may be and they will jointly take necessary steps for reconstruction of the buildings dividing expenses or costs of construction and repairs as they shall mutually decide at that appropriate time.
- 29. THAT** the matters not specifically stipulated in these presents or in case of any dispute or any question arising hereinafter at any time between the Purchaser/s and the Vendor or the other Occupiers of the building shall be referred for Arbitration under the Arbitration Act and Conciliation Act, 1996 and in case their decision is not acceptable he/she/they shall have the right to move to Court of Law at Jalpaiguri.

SCHEDULE - 'A'

DESCRIPTION OF THE LAND ON WHICH BUILDING STANDS

ALL THAT piece and parcel of vacant land measuring **71.375** (Seven One Point Three Seven Five) Decimal out of which land measuring 29.30 (Two Nine Point Three Zero) Decimal appertaining to and forming part of R.S. Plot No. 102 (One Zero Two) of R.S. Sheet No. 6 (Six) recorded in R.S. Khatian No. 449 (Four Four Nine) Corresponding to L.R. Khatian No. 217 (Two One Seven) and land measuring 42.075 (Four Two Point Seven Zero seven Five) Decimal appertaining to and forming part of R.S. Plot No. 254 (Two Five Four) & 255 (Two Five Five) of R.S. Sheet No. 7 (Seven), recorded in R.S. Khatian No. 176/5 KA (One Seven Six by Five) of Mouza-Dabgram, J.L. No. 2 (Two), Police Station-Bhaktinagar, District-Jalpaiguri, West Bengal. Propose Use – Bastu. Road:- Bhanu Nagar Bazar Road.

Plot wise detail of the land is as Follows:-

SHEET NO.	PLOT NO.	KHATIAN NO.	CLASSIFICATION		AREA
			PROPOSE	ROR	
6	102	449	COMMERCIAL	PATIT	29.300 DECIMAL
7	254				23.250 DECIMAL
	255			DAHALA	18.825 DECIMAL
TOTAL AREA					71.375 DECIMAL

Aforesaid land is butted and bounded as follows:-

- NORTH : 34 FT WIDE SMC ROAD,
 SOUTH : BUILDING OF AADHYA CONSTRUCTION,
 EAST : LAND OF MURALI RAM & OTHERS,
 WEST : 24 FT WIDE SMC ROAD.

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SCHEDULE - 'B'
DESCRIPTION OF THE.....

All that one Shop / Residential Flat Premises measuring Carpet Area (..... sq.ft including Super build up area) at the Floor, being Flat No. along with.... number of parking space measuring.... Sq.ft at ground floor being Parking No.....of the multi- storied Residential Cum Commercial building known as "....." situated at Road and undivided proportionate share of interest in the Schedule-A land on which the said building stands, inclusive of the right of undivided proportionate interest in the common area and facilities of the building.

SCHEDULE - 'C'
(COMMON EXPENSES)

- 1] All expenses for maintenance, operating, replacing, repairing, renovation, white washing, painting and repainting of the common portions and the common areas in the building including the outer walls of the building.
- 2] All expenses for running and operating all machinery, elevator, equipments and installations, comprised in the common portions including water pumps, including the cost of repairing, renovating and replacing the same.
- 3] The salaries, bonus and other emoluments and benefits of and all other expenses on the persons employed or to be employed for the common purpose such as manager, caretaker, supervisor, accountant, security guard, sweepers, plumbers, electricians and other maintenance staffs.
- 4] Cost of insurance premium for insuring the building and/or the common portions.
- 5] All charges and deposits for supplies of common utilities to the co-owners in common.
- 6] Municipal tax, water tax, and other levies in respect of the premises and the building (save those separately assessed in respect of any unit or on the Purchasers).
- 7] Costs of formation and operation of the service organization including the office expenses incurred for maintaining the office thereof.
- 8] Electricity charges for the electrical energy consumed for the operation of the equipment etc. for the common services and lighting the common portions including system loss, if any installed, for providing electricity to each unit.
- 9] All expenses incurred for the common purpose and relating to common use and enjoyment of common portions.

10] All other expenses and/or outgoings as are incurred by the Vendors and/or the service organisation for the common purposes.

SCHEDULE – 'D'
(COMMON PROVISIONS AND UTILITIES)

- 1] Stair case and stair case landing on all floors.
- 2] Common entry on the ground floor
- 3] Water pump, water tank, water pipes and common plumbing installation.
- 4] Drainage and sewerage.
- 5] Boundary wall and main gate.
- 6] Lift will be provided in the said building by the Vendors for common use and enjoyment by all the co-owners.
- 7] Such other common parts, common and vacant areas and equipments, installations, fixtures and fittings and spaces in or about the said building as are necessary for passage to the user and occupancy of the unit in common and such other common facilities as may be prescribed from time to time.

IN WITNESSES WHEREOF the Vendors/developer/ in good health and conscious mind have put their signatures on these presents on the day month and year first above written.

WITNESSES :

1.

SIGNATURE OF VENDORS

SIGNATURE OF DEVELOPER

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