

**DEED OF CONVEYANCE**

**THIS DEED OF CONVEYANCE** made this \_\_\_\_ day of \_\_\_\_\_, in  
the year Two Thousand and Twenty Two (2022);

**BETWEEN**

For ROSEMERY VYAPAAR PVT. LTD

  
Director


**ROSEMERY VYAPAAR PRIVATE LIMITED**, (PAN NO. AADCR5956J) a company registered under the Indian Companies Act, 1956 having its Registered Office at 51/3B, Strand Road, Post Office – Beadon Street, Police Station – Jorabagan, Kolkata - 700007 represented by its one of the Directors namely **SRI ARUN KUMAR KEDIA** (PAN AFVPK4354H) (AADHAAR NO. 9747 8742 1605) (Mobile No. 7003064058) son of Late Jagadish Prasad Kedia, residing at BF-188, Sector – I, Salt Lake City, Post Office - Bidhannagar, Police Station Bidhananagr, Kolkata 700064, hereinafter called referred to as the **VENDORS** (which expression shall mean unless excluded by or repugnant to the context be deemed to include its successor-in-office and assigns) of the **ONE PART**.

**AND**

\_\_\_\_\_ (PAN \_\_\_\_\_) (AADHAAR NO. \_\_\_\_\_) (Mobile No. \_\_\_\_\_) son of \_\_\_\_\_, by faith – Hindu, by Nationality – Indian, by occupation – \_\_\_\_\_, residing at \_\_\_\_\_, Post Office - \_\_\_\_\_, Police Station \_\_\_\_\_, Kolkata 700\_\_\_\_, hereinafter called referred to as the **PURCHASER** (which expression shall mean unless excluded by or repugnant to the context be deemed to include his/her/their heirs, executors, administrators, legal representatives and assigns) of the **OTHER PART**.

**WHEREAS** by an Indenture dated 18.09.1905 Baldeo Ram Mahta and Behari Lai Mehta, jointly had become the owners of premises No. 41, Ratan Sarkar Garden Street, Kolkata, now renumbered as 5, Kalikrishna Tagore Street, Police Station Jorabagan, Kolkata 700007 (hereinafter referred to as the "said premises), having purchased by a Deed of Sale dated 18<sup>th</sup> September, 1905 registered with the office of Joint Sub-Registrar Kolkata from the erstwhile owners Hira Lal Kundu, Motilal Kundu, Pannalal Kundu and Chunilal Kundu. The said Deed was recorded in Book No. I, Volume No. 25, pages 22 to 30, Being No. 1253 for the year 1905.

**AND WHEREAS** the said Baldeo Ram Mahta and Behari Lai Mehta while seized and possessed of the said premises duly mutated their names in the record of the

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Calcutta Municipal Corporation under Assessee No. 11-023-15-0002-9 and were paying the taxes therefore.

**AND WHEREAS** the said Baldeo Ram Mehta alias Ballav Ram Mehta while seized and possessed as one of the owners of the said Premises and during his life executed his Last Will and Testament dated 1<sup>st</sup> July 1908 whereby and whereof he formed and created a trust in respect of his movables and immovable properties held by him including one half share at the said premises wherein he appointed Beharilal Mehta, Hazari Lai Mehta, Krishori Lai Mehta and Murari Lai Mehta as executors and trustees of his said Will under the name and style of "Trust Estates of Baldeo Ram Mehta and Saligram Mehta". By the said Will the said Baldeo Ram Mehta declared that last surviving Trustees or any other Trustees shall have the Power to appoint Trustee as Trustees and he or they shall act as Trustee or Trustees.

**AND WHEREAS** one Saligram Mehta prior to his death made and published his Last Will and Testament dated 1<sup>st</sup> July, 1908 whereby he created a trust in respect of his both movables and immovable properties including the premises which shall vests in the trust wherein he appointed Beharilal Mehta, Hazari Lal Mehta, Krishori Lal Mehta and Murari Lal Mehta as executors and trustees of his said Will, under the name and style of "Trust Estates of Baldeo Ram Mehta and Saligram Mehta" (whereby he declared that the last surviving Trustee shall have the power to appoint trustee or Trustees and he shall act as Trustee or Trustees).

**AND WHEREAS** the said Behari Lal Mehta died intestate on 16.04.1921 leaving behind him his sons (1) Murari Lai Mehta (2) Manoharlal Mehta and Govindlal Mehta. The said Kishori Lal Mehta died on 26.12.1931 leaving behind him his sons 1) Giridharilal Mehta and 2) Harilal Mehta. The said Hazarilal Mehta died intestate on 19.12.1919 and he had no issue.

**AND WHEREAS** both the Wills of the said Baldeo Ram Mehta and Saligram Mehta were all most identical and on their death Probates were granted by the Hon'ble High Court at Calcutta in respect of both the Wills in the year of 1949 in

For ROSEMERY VYAPAAR PVT. LTD  
  
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favour of One Murari Lal Mehta (son of Beharilal Mehta) as the sole surviving administrator and executor of both the said Wills.

**AND WHEREAS** the said Murari Lal Mehta, being the sole surviving Trustee called a meeting on 18.03.1949 at 70, Vivekananda Road, whereby Mamoharlal Mehta (son of Beharilal Mehta), Govindlal Mehta (son of Beharilal Mehta), Girdharilal Mehta (son of Kishorilal Mehta) and Harilal Mehta (son of Kishorilal Mehta) were appointed as Trustee by him in terms of both the said Wills and was confirmed.

**AND WHEREAS** in the year of 1964 some disputes and differences arose between the administrators in respect of the joint properties left by the said Baldeo Ram Mehta and Saligram Mehta and Karta of a Joint Hindu family namely Girdhari Lal, Kishori Lal Mehta with whom the Trustees of the said Trust Estate used to carry on a partnership business being the First Part and Girdhari Lal Kishori Lai Mehta in his capacity as the Karta of the Joint family of the Second Part and Manoharlal Beharilal Mehta, Govindlal Mehta and others being the individual members of the said Joint Family of the Third Part and Harilal Kishori Lal Mehta and a dispute case was filed being award Case No. 112 of 1965 under the Arbitration Act, 10 of 1940 with regard to an Agreement dated 15<sup>th</sup> January 1964 made between Girdharilal Kishorilal & Ors and Harilal Kishorilal. Upon contested hearing of the said dispute Case No. 112 of 1965, the arbitrator Kanaiya Lal Maneklal Munshi made and published his award dated 14<sup>th</sup> October 1964 whereby and whereof he awarded and declared that the said premises do vests in the trustees absolutely along with other conditions therein. The said award was confirmed by the Hon'ble High Court at Calcutta in its Ordinary Original Civil Jurisdiction by the Order dated 28<sup>th</sup> day of September, 1965 under the seal of the then Hon'ble Chief Justice Himangshu Kumar Bose.

**AND WHEREAS** after the death of the said Murarilal Mehta and Govindlal Mehta, the said Trustees of the Trust Estates of Baldeoram Mehta and Saligram Mehta", Girdharilal Mehta, Manoharlal Mehta and Harilal Mehta called a meeting

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on 23<sup>rd</sup> November 1974 at 70, Vivekananda Road, Kolkata where in Shrilal Mehta (son of Girdharlilal Mehta), Madhavlal Mehta (son of Manoharlal Mehta), Gourilal Mehta (son of Govindlal Mehta), Damodarlal Mehta (son of Govindlal Mehta) and Surendralal Mehta (son of Girdharilal Mehta) were appointed as Trustees unanimously. Further, a meeting was called as by the above trustees on 13<sup>th</sup> June 1988, where one Shankarlal Mehta was also appointed as the Trustee.

**AND WHEREAS** after the death of Madhavlal Mehta, and Girdhari Lal Mehta and Manohar Lai Mehta, a meeting was called on by the Trustee as on 2<sup>nd</sup> January 2000 and Pradeeplal Mehta (son of Madhavlal Mehta) and Keshavlal Mehta (son of Harilal Mehta) were appointed as the trustees.

**AND WHEREAS** after the death of the said Harilal Mehta a resignation being submitted by Surendralal Mehta and Shankarlal Mehta and thereafter meeting was called by the then trustees on 15<sup>th</sup> January 2009, and appointed Manoj Mehta (son of Gourilal Mehta), Avnish Mehta (son of Shrilal Mehta) and Sishir Mehta (son of Surendralal Mehta) who were appointed as additional trustees.

**AND WHEREAS** the aid Damodarlal Mehta expired and, Sishir Mehta and Keshavlal Mehta since resigned from the Board of Trustees and now the present trustees Shrilal Mehta, Gourilal Mehta, Pradeeplal Mehta, Avnish Mehta and Manoj Mehta who are managing and administering the Trust properties under the name and style of "Trust Estates and Baldeoram Mehta & Saligram Mehta", having its office at 70, Vivekananda Road, Kolkata - 700006.

**AND WHEREAS** the said Trustees Shrilal Mehta, Gourilal Mehta, Pradeeplal Mehta, Avnish Mehta and Manoj Mehta by a resolution dated 18.04.2018 have agreed/decided to sell the said premises described in the Schedule since the said property does not fetch much income, on the other hand taxes are to pay at a higher rate.

**AND WHEREAS** the said Shrilal Mehta, Gourilal Mehta, Pradeeplal Mehta, Avnish Mehta and Manoj Mehta being the present Trustees were desirous to sale the said Premises No. 5, Kali Krishna Tagore Street, Kolkata - 700007 morefully

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described in the Schedule for diverse good causes and since the properties does not fetch merger income from the occupied tenant and by a resolution dated 18<sup>th</sup> April, 2018 resolved that for the benefit of the trusts decided to sale the said premises and wherein search of a suitable purchaser.

**AND WHEREAS** the said trustees Shrilal Mehta, Gourilal Mehta, Pradeeplal Mehta, Avnish Mehta and Manoj Mehta as the Vendors therein by a Deed of Conveyance dated 1<sup>st</sup> March, 2019 sold conveyed and transferred the right title and interest as trustees over the said premises being No. 5, Kali Krishna Tagore Street, Kolkata - 700007 to the Akbal Singh and Jagga Singh described as the Purchasers therein at the consideration therein mentioned, the said Deed of Conveyance was registered at the office of Additional Registrar of Assurances - II, Kolkata and recorded in Book No. I, Volume No. 1902 - 2019, pages from 46059 to 46108 being No. 190201257 for the year 2019.

**AND WHEREAS** after purchased the said Premises No.5, Kali Krishna Tagore Street, Kolkata - 700007 duly mutated their names in the record of the Kolkata Municipal Corporation being Assessee No. 110231500029 were in possession and enjoyment thereof with the existing tenants thereof.

**AND WHEREAS** the Vendors due to their urgent need of money for diverse good causes and are desirous to sell the said Premises No. 5, Kali Krishna Tagore Street, Kolkata -700007 are in search of a suitable purchaser or purchasers who shall be interested to purchase the said premises.

**AND WHEREAS** M/s. Rosemery Vyapaar Private Limited having come to know the intention of the said Vendors offered them for purchase of the said premises in tenanted condition at a negotiable agreed consideration in which the Vendors have agreed to sale the said premises at the said consideration as is where is basis subject to good marketable title of the said premises.

**AND WHEREAS** on 11<sup>th</sup> day of September, 2021 the aforesaid owners Akbal Singh and Jagga Singh executed a Deed of Conveyance in favour M/s. Rosemery Vyapaar Private Limited having its office at 51/3B, Strand Road, Police Station –

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Jorabagan, Kolkata – 700 007, represented by its one of the Directors namely Sri Arun Kumar Kedia, son of Late Jagadish Prasad Kedia, residing at BF-188, Sector – I, Salt Lake City, Post Office - Bidhannagar, Police Station Bidhananagr, Kolkata 700064, after receiving the agreed consideration from the Purchaser and the said Deed of Conveyance was registered at the office of the Additional Registrar of Assurances-I, Kolkata and entered in Book No. I, Volume No. 1901-2021, Pages from 313195 to 313238, being No. 190105890 for the year 2021.

**AND WHEREAS** after purchased the said premises the said M/s. Rosemery Vyapaar Private Limited became the absolute owners of the said premises and duly mutated its name in respect of the Premises No. 5, Kali Krishna Tagore Street, Kolkata - 700007, Police Station – Posta, in the record of the Kolkata Municipal Corporation Ward No. 23, vide Assessee No. 110231500029.

**AND WHEREAS** the said M/s. Rosemery Vyapaar Private Limited, the Vendor/Developer herein intends to develop the said property by raising a new \_\_\_\_\_ storied building containing of several units, apartments, commercial spaces, etc. after demolishing the brick built residential building upon the said premises.

**AND WHEREAS** that the Vendor/Developer herein have constructed a ground plus \_\_\_\_\_ storied building on the said "First Schedule" property upon demolishing the existing structure thereon, which consists of several flats, rooms, as per the said Building Sanction Plan dated 18.10.2022 and are desirous to sale, transfer and alienate the said proposed constructed several units, apartments, commercial spaces and therein.

**AND WHEREAS** the Purchaser herein approached the Vendor/Developer with a proposal to purchase a tiles flooring residential flat/shop/unit, being **No. \_\_\_\_**, on the \_\_\_\_\_ **Floor**, measuring about \_\_\_\_\_ **Square Feet** Super built-up area be the same little more or less, along with proportionate and impartable share of land in the said "**First Schedule**" property, including all facilities and amenities and all easement rights attached thereto, which are more fully, particularly and collectively described in the "**Second Schedule**" herein underwritten and

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hereinafter referred to as the "Said Flat" and for the sake of brevity hereinafter called and referred to as the said "**Second Schedule**" property.

**AND WHEREAS** the Vendor/Developer agreed to sell the said "**Second Schedule**" Property being a complete tiles flooring residential flat/shop/unit being **No.** \_\_\_\_\_, on the \_\_\_\_\_ **Floor**, measuring about \_\_\_\_\_ **Square Feet** super built-up area be the same little more or less and all easement rights attached thereto, along with proportionate and impart able share in the said "**First Schedule**" property, including all facilities and amenities, which are more fully and particularly described and contained in the "**Third Schedule**" herein underwritten, to the Purchaser/Second Party herein for a fixed consideration amount being a sum of **Rs.** \_\_\_\_\_ **/-** (**Rupees** \_\_\_\_\_) **only** for the said flat to be paid by the Purchaser herein to the Vendor/Developer herein as per memo below which shall be duly acknowledged by the Vendor/Developer herein when received.

**AND WHEREAS** an Agreement for Sale was executed by and between the Parties herein wherein the Vendor/ Developer agreed to sell, transfer and convey and the Purchasers agreed to purchase the said self contained independent residential Flat/shop/unit **being No.** \_\_\_\_\_, on the \_\_\_\_\_ **Floor**, measuring a super built up area \_\_\_\_\_ **Square Feet** hereinafter referred to as the '**SAID FLAT**' which is more fully and particularly described in the **Second Schedule** hereunder written together with proportionate undivided impartible share in the land of the said property and together with common rights and facilities thereto at an total agreed consideration of **Rs.** \_\_\_\_\_ **/-** (**Rupees** \_\_\_\_\_) **only** and the Purchasers paid a sum of **Rs.** \_\_\_\_\_ **/-** (**Rupees** \_\_\_\_\_) **only** on \_\_\_\_\_ to the Vendor/Developer as an earnest money out of the total agreed consideration of **Rs.** \_\_\_\_\_ **/-** (**Rupees** \_\_\_\_\_) **only** and with the execution of these present on receiving the balance consideration of **Rs.** \_\_\_\_\_ **/-** (**Rupees** \_\_\_\_\_) **only** as per memo below and the Vendors/ Developers agreed to execute and register the Deed of Conveyance unto and in favour of the Purchasers in respect of the '**Said Flat**'

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conveying the Ownership, entitlement, right, title and interest in the undivided proportionate, impartible share in the land of the said property and the said flat on the \_\_\_\_\_ **Floor, being No.** \_\_\_\_\_, containing a super built up area measuring \_\_\_\_\_ **Square Feet** more or less, which is more particularly described in the **Second Schedule** hereunder written and hereinafter referred to as the '**Said Flat**'.

**NOW THIS INDENTURE WITNESSETH AS FOLLOWS:-**

**THAT** in pursuance of the said Agreement and in consideration of the said sum of **Rs.** \_\_\_\_\_ **/- (Rupees \_\_\_\_\_)** **only** paid by the Purchaser to the Vendor/Developer (the receipt whereof the Vendor/ Developer do hereby admit, acknowledge, release and discharge the Purchaser from the said amount and every part thereof) and the Vendor/Developer doth hereby grant, convey, transfer, assign unto the Purchasers free from all encumbrances **ALL THAT** self contained and independent residential Flat/shop/unit, being **No.** \_\_\_\_\_, on the \_\_\_\_\_ **Floor** measuring an area \_\_\_\_\_ **Square Feet** more or less of the building constructed on the said plot of land as more fully and particularly described in the **Second Schedule** hereunder written **TOGETHER WITH** the right, power and absolute authority to enjoy common space and facilities as described in the **Third Schedule** hereunder written **TOGETHER WITH** right to use the common entrance and the stair up of the said \_\_\_\_\_ **Floor** Flat together with the undivided ownership of the proportionate impartible share on area of the land, passages, hereditaments and premises as aforementioned as also described **WITH BENEFITS, RIGHTS AND LIBERTIES** of support and easements and appurtenances and right of egress and ingress the common user as more fully described in the **Third Schedule** hereunder written **OR HOWSOEVER OTHERWISE** the "**Said Flat**", numbered, described and distinguished **TOGETHER WITH** the common open side space **AND ALSO TOGETHER WITH** the proportionate rights in fixtures, sewers, drains, ways, paths, passage, fences, walls, easements, appurtenances whatsoever to the "**Said Flat**" and the said property belonging to or in anywise appertaining or usually held or enjoyed therewith or reputed to belong or be appurtenance thereto except

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roof of the building. Roof will be exclusively under the possession of the Vendor/Developer **AND ALL THE** estate, right, title, interest, claim and demands whatsoever of the Vendor/ Developer **TOGETHER WITH** all deeds, pattahs and muniments of title whatsoever exclusively relating to or covering the **"Said Flat"** or any part thereof which now are or hereafter shall or may be in any possession power control of the Vendor/Developer or any other person or persons from whom they or any of them may procure the same without any action or suit **TO HAVE AND TO HOLD** the **"Said Flat"** together with undivided proportionate impartiable share in the said land thereby granted, transferred and conveyed or expressed so to be unto and to the use of the Purchaser absolutely and forever subject nevertheless to the covenants and conditions including respective rights, duties, obligations to be enjoyed, performed and carried out by the Purchaser as contained in the Schedule of rights and duties set out in the Schedule hereunder written which shall be deemed to be part those presents and shall run with the said portion of the said Flat and the said property respectively the Vendor/Developer do hereby covenant with the Purchaser that **Notwithstanding** any act, deed or thing by the Vendor/Developer done, executed or knowingly suffered to the contrary the Vendor/ Developer is now lawfully, rightfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the **"Said Flat"** together with undivided impartiable interest or share in the said plot of land hereby granted, transferred, conveyed or expressed so to be and every part thereof for perfect and indefeasible state of inheritance without any manner or encumbrances, charges, conditions, user or trust or any other thing whatsoever to alter, defect, encumber and to make void the same **AND THAT** notwithstanding any such act, deed or thing whatsoever as aforesaid the Vendor/ Developer have now in themselves good right and full power and absolute authority to grant, convey, assign and assure the **"Said Flat"** with vacant peaceful possession as per Agreement together with the other appurtenances thereto together with proportionate right, title and interest in the said plot of land described in the **First Schedule** hereby granted, transferred, conveyed or expressed so to be unto and to the use of the Purchaser in the manner aforesaid and the Purchaser shall and may at all times hereafter peaceably and quietly held


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possess and enjoy the **"Said Flat"** with full right to transfer by way of sale, mortgage, lease whatsoever together with other appurtenances thereto and to receive the rents, issues and profits thereof without any lawful eviction, interruption, claim or demand whatsoever from or by the Vendor/Developer or any person or persons lawfully or equitably claiming from under or in trust for the Vendor/Developer **AND THAT** free and clear, freely and clearly and absolutely exonerated, discharged, save and harmless and kept indemnified against all estate and encumbrances created by the Vendor/Developer or any persons having lawfully or equitably claiming any estate or interest in the **"Said Flat"** or the said land or any of them or any part thereof from under or in trust for the Vendor/Developer shall and will from time to time and at all times hereafter at the request and cost of the Purchaser do and execute or cause to be done or executed all such acts, deeds and things whatsoever for further more perfectly assuring the **"Said Flat"** and every part thereof and also the undivided proportionate impartible share in the land unto and to the use of the Purchaser absolutely and forever **AND THAT** the Purchaser will pay the proportionate share of maintenance charges and all other common expenses mentioned in the **FOURTH SCHEDULE** hereunder written and also pay the proportionate share of rates and taxes of the land and the **"Said Flat"** to the Govt. of West Bengal and Local authority **AND THAT** the Vendor/Developer doth hereby covenant with the Purchaser that he will unless prevented by fire or some other unavoidable accident from time to time and at all times hereafter upon every reasonably request and at the cost of the Purchaser produce or cause to be produced to his Solicitors or agents or at any trial herein commission /examination or otherwise as aforementioned **AND ALSO** at the request and cost deliver or cause to be delivered unto the Purchaser such attested and other copies or extracts of or from the said deeds and writings or any of them as they may required **AND WILL** in the meantime unless prevented to as aforesaid in keep the said deed and writing safe un-obliterated and un-cancelled.

**THE FIRST SCHEDULE ABOVE REFERRED TO**

**ALL THAT** the piece and parcel of land measuring about 6 Cottahs a little more or less together with newly constructed ground plus \_\_\_\_\_ storied brick built

For ROSEMARY VYAPAAR PVT. LTD  
  
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building standing thereon consisting of several nos. of residential flat/shop/unit lying and situated at 5, Kali Krishna Tagore Street, Kolkata - 700007 previously known as 41, Ratan Sarkar Garden Street, Kolkata 700071, Post Office Burrabazar, Police Station previously Burrabazar now Posta within the limits of Ward No. 23 Borough No. IV of the Kolkata Municipal Corporation vide Assessee No. 110231500029 with all easement rights, appurtenances whatsoever which is butted and bounded as follows :-

**ON THE NORTH** : By Kali Krishna Tagore Street;  
**ON THE SOUTH** : By Roy Lane;  
**ON THE EAST** : By 3, Kali Krishna Tagore Street;  
**ON THE WEST** : By 7, Kali Krishna Tagore Street;

**SECOND SCHEDULE ABOVE REFERRED TO**

**("Description of the Flat")**

**ALL THAT** self contained tiles flooring residential flat/ shop/unit, being **Flat No.**\_\_\_\_\_, on the \_\_\_\_\_ **Floor**, measuring about \_\_\_\_\_ **Square Feet** super built-up area be the same little more or less, which is delineated in the Plan annexed herewith with RED mark at the multi-storied building lying and situate at **Premises No.** 5, Kali Krishna Tagore Street, Kolkata - 700007 previously known as 41, Ratan Sarkar Garden Street, Kolkata 700071, Post Office Burrabazar, Police Station previously Burrabazar now Posta within the limits of Ward No. 23 Borough No. IV of the Kolkata Municipal Corporation vide Assessee No. 110231500029, along with proportionate and impartable share in the said "First Schedule" property including all common areas, facilities and amenities and all easement rights attached thereto, including lift facilities:

**THIRD SCHEDULE ABOVE REFERRED TO**

For ROSEMERY VYAPAAR PVT. LTD

  
Director

***("Showing common areas, common parts, common equipments, common facilities")***

Common areas, common parts, facilities and amenities as referred to hereinabove shall be proportionately attributable to each flat which include the following :-

1. The foundations, columns beams, supports, fire escape, girders, entrance and exits, corridors, sky streets, boundary wall, ultimate roof, stair case.
2. Common passage from main gate to stair case only area excepting the specified area incorporated in the Second Schedule.
3. Landing of Staircase in each floor.
4. Water pump, overhead water tanks and underground water reservoir, water pipes and other common installations.
5. Electrical wirings, meters and fittings and fixtures for lighting the staircase, lobbies.
6. Drainage and sewerage from the building to the Corporation duct.
7. Water and sewerage evacuation pipes from the units to the drains and sewers common to the building.
8. Toilets and bathroom for servants and gate keeper of the building on the Ground Floor.
9. Such other equipments, installations, fixtures, fittings as are necessary and/or easements of necessity of the building.
10. Lift, lift duct and lift room.
11. The Purchasers shall be entitled to all rights, privileges, vertical and lateral supporters, easement, quasi easements appendages and appurtenances,

For ROSEMERY VYAPAAR PVT. LTD

  
Director

whatsoever belonging to or any way appertaining to the said "First Schedule" property or therewith usually held, used, occupied, or enjoyed or reputed or known as part and parcel thereof or appertaining thereto subject to the stipulations as contained elsewhere in this Agreement and other schedules.

12. The right of the protection of the said "Second Schedule" property by or from other parts of the "First Schedule" property so far as they now protect the same.

13. The right of flow in common as aforesaid of gas, if any electricity, water and waste or soil from and/or to the said "Second Schedule" Flat through pipes, drains, wires and conduits lying or being in under or over the other parts of the "First Schedule" property so far as may be reasonably necessary for the beneficial use, occupation and enjoyment of the said "Second Schedule" property.

14. The space wherein the meters of premises are kept.

15. Electrical fittings in common areas.

16. Underground and overhead water tank reservoir, septic tank.

17. Foundation columns, beams, supports, main walls, boundary walls, parapet walls, common space, corridors and lobbies.

18. All other areas, facilities and amenities in the premises which are intended for common use.

#### **FOURTH SCHEDULE" ABOVE REFERRED TO**

##### ***("Showing Common Expenses In Respect Of Flat")***

1. The expenses of maintain, operating, repairing, replacing, renovating etc., of the said building and in particular of lift, drains, gutters and rain water pipes of the said building use in common with the other occupiers of the other covered space i.e. "Second Schedule" property and other covered area and main entrances, passage leading from road to stair case, landing, staircase of the building as enjoyed in common.

For ROSEMERY VYAPAAR PVT. LTD

  
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2. The cost of cleaning and lightning the passage, landing, staircases of the said "First Schedule" property as enjoyed or used in common as aforesaid.
3. The cost of white washing, paint or decorating the exterior walls of the building and boundary walls of the said "First Schedule" property.
4. The cost of salaries of gate keeper, sweepers, liftman etc.
5. The cost of working and maintenance of electrical motor and pumps or lift and other amenities.
6. Amount of Municipal Taxes, Water Tax and other tax, levies and/or outgoings save those separately assessed on the respective "Second Schedule" flat.
7. Such other expenses as are deemed necessary by the Vendor/Developer/Society necessary or incidental for the maintenance and up-keep of the said "First Schedule" property and the building.
8. The Purchaser will pay GST as applicable at the time of registration of this deed.

**IN WITNESS WHEREOF** the Parties have hereunto set and subscribed their respective hands and seals on the day, month and year first above written.

**SIGNED, SEALED AND DELIVERED**

by the **PARTIES** at Calcutta in the

presence of

1.

For ROSEMERY VYAPAAR PVT. LTD

 Director

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(SIGNATURE OF THE VENDOR / DEVELOPER)

2.

For ROSEMERY VYAPAAR PVT. LTD

 Director

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(SIGNATURE OF THE PURCHASER)

***Drafted by :***

***Advocate,  
High Court, Calcutta  
Enrolment No.***

**MEMO OF CONSIDERATION**

***RECEIVED*** from within named Purchaser a total sum of  
***Rs. \_\_\_\_\_/- (Rupees) only*** as per Memo of  
 Consideration given below :-

***MEMO***

<b><i>/ Ch / Draft No.</i></b>	<b><i>Date</i></b>	<b><i>Bank / Branch</i></b>	<b><i>Amount (Rs.)</i></b>

For ROSEMERY VYAPAAR PVT. LTD

  
***Director***



		Total	
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(Rupees ) only.

**WITNESSES:**

1.

For ROSEMERY VYAPAAR PVT. LTD

2.

*Director*

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(SIGNATURE OF THE VENDOR / DEVELOPER)

For ROSEMERY VYAPAAR PVT. LTD

*Director*