

Deed of Conveyance

Property Sold : One self contained residential Flat No. on the floor admeasuring an area of Sq.ft. (..... Sq.mtr.) Carpet Area/Saleable area alongwith Parking No. admeasuring area of Sq.ft. at “KRIHOM” situated at Mouza – Thakdari, JL No. 19, Touzi No. 172 comprised in LR Plot Dag No. 920 under Police Station – Bidhannagar Electronic Complex (formerly Bidhannagar East and before thereto Rajarhat), Pin Code – 700102, Mahisbathan Road under Ward No. 28 within the local limits of Bidhannagar Municipal Corporation and within the jurisdiction of Additional District Sub Registrar – Newtown, District – North 24 Parganas.

This Indenture made on this the day of
, Two Thousand Twenty

Between

M/s. RMN Constructions Pvt. Ltd. (Income Tax PAN - AAKCR8301G), CIN - U70109WB2021PTC243449 a private limited company incorporated in accordance with the provisions of the Companies Act. 2013, having its registered office at 31/F, Ramkrishna Samadhi Road, Post Office - Kankurgachi, Police Station - Phoolbagan, Kolkata - 700054, District - South 24 Parganas, West Bengal, represented by one of its Directors **Mr. Nikesh Jaiswal** having his personal Income Tax PAN - ANIPJ1121E and having his Aadhaar No. 4153 4741 5498 son of Ramchandra Jaiswal, presently and permanently residing at 31/F, Ramkrishna Samadhi Road, Post Office - Kankurgachi, Police Station - Phoolbagan, Kolkata - 700054, West Bengal, India, hereinafter called and referred to as the '**Developer/Promoter**' (which term or expression shall unless excluded by or repugnant to the subject or context shall mean and include its Director and/or Directors, Successor-in-office, Successor-in-interest and legal representatives) of the **One Part**.

And

(if the Allottee is an individual)

Mr./Mrs. (Aadhaar No.)
 son/daughter/wife of aged about residing
 at
 (PAN -) hereinafter
 referred to as the **Purchaser** (which expression shall unless
 repugnant to the context or meaning thereof be deemed to

mean and include its successor-in-interest and permitted assigns)

OR

(if the Allottee is a company)

....., (CIN No.) a company incorporated under the provisions of the Companies Act, 1956 or 2013, as the case may be having its registered office at (PAN -), represented by its authorized signatory (Aadhaar No.) duly authorized vide Board's Resolution dated hereinafter referred to as the Allottee (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest and permitted assigns)

The Developer and Purchaser hereinafter collectively be referred to as the Parties and individually as a Party of the **Other Part.**

SECTION – I # INTERPRETATION

WHEREAS

- 1) In these presents, unless there be something contrary or repugnant to the subject or context, the following terms (whether used as capitalized terms or not) shall have the respective meaning which have been assigned thereto
 - i) **“Agreed Consideration”** shall mean the consideration mentioned in **PART – I** of the

FIFTH SCHEDULE hereto and payable by the Purchaser to the Developer/Promoter for acquiring the said unit.

- ii) **“Architects”** shall mean any Architect whom the Developer/Promoter have appointed as the Architects for the Project/Buildings time to time.
- iii) **“Association”** shall mean an Association, Syndicate, Committee, Body, Society or Company which would comprise the Purchasers of Units and the Builder as may be required and be formed or incorporated at the instance of the Developer/Promoter as may be required and be formed or incorporated at the instance of the Developer/Promoter for the common purposes with such rules and regulations as shall be framed by the Developer/Promoter.
- iv) **“Buildings”** shall mean 2BHK and 3BHK Apartments a total of 16 (sixteen) apartments of different types alongwith 1 (one) commercial unit on the ground floor in G+4 storied including such other construction and/or structures, as may be constructed on the Premises by the Developer/Promoter from time to time.
- v) **“Built up Area”** and/or **“Covered Area”** shall mean the floor area of that Flat including the area of balconies and terraces, if any, attached thereto and also the thickness of the walls (external or internal) and the columns and pillars therein provided. That if any wall, column or pillar be common between two flats, then one

half of the area under such column or pillar shall be included in the built up area of each such.

- vi) **“Carpet Area”** means the net usable floor area of a Flat/Apartment, excluding the area covered by the external walls, areas under services shafts, excluding the area covered by the external walls, areas under services shafts, excluding balcony or verandah area and exclusive upon terrace, but includes the area covered by the internal partition walls of the Flat/Apartment.
- vii) **“Car Parking Area”** means an area either enclosed or unenclosed cover or open excluding open car parking areas reserved for common areas and facilities to park Vehicles located at any level and includes all types of car parking sanctioned by the Competent Authority.
- viii) **“Common Area”** means
 - a) the entire land for the real estate project or where the project is developed in phase and registration under THE REAL ESTATE (REGULATIONS AND DEVELOPMENT) ACT, 2016;
 - b) the stair cases, lifts and lift lobbies, fire escapes and common entrances and exits of the building;
 - c) the premises for the lodging of persons property including accommodation for watch and ward staffs or for the lodging of community service personal;

- d) installations of central services such as electricity, water and sanitation, air-conditioning and incinerating system for water conservation renewal energy.
 - e) the water tanks, motors, fans, compressors, ducts and all apparatus connected with installations for common use.
 - f) all community and commercial facilities as provided in the real estate project.
 - g) all other portion of the project necessary or convenient for its maintenance, safety etc. and in common use;
- ix) **“Common Expenses”** shall mean and include all expenses for the maintenance management and upkeep of the Buildings, the common Areas/Portions and the Premises and also the expenses for common purposes of the Unit Owners and shall be payable proportionately as part of maintenance charges.
- x) **“Common Portions”** shall mean the common areas and installations in the Buildings and the Premises that are morefully and particularly mentioned in the **THIRD SCHEDULE** hereto.
- xi) **“Common Purposes”** shall include the purposes of managing and maintaining the Premises, the Buildings and in particular the common portions, renditions of services in common to the unit owners, collection and disbursement of the common expenses and

dealing with the matters of common interest of the Unit Owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective units exclusively and the common portions in common.

- xii) **“Corpus Deposit or Sinking Fund”** shall mean a deposit comprising of amounts to be paid/deposited and/or contributed by each unit owner, including the Purchaser herein, towards future capital expenses or major maintenance which shall be held by the maintenance Agency/Company/Association.
- xiii) **“Family Members”** shall mean and include husband, wife, minor son and unmarried daughter wholly dependent on a person.
- xiv) **“Land”** shall mean the entire land ALL THAT messuages, tenaments, structures, premises togetherwith the piece and parcel of “Bastu” land thereunto belonging whereon or on part whereof the same are erected and built containing by estimation an area of 17.3342 decimal be the same a little more or less which is equivalent to 10.5 Cuttah lying and situate at Mouza – Thakdari, JL No. 19, Touzi No. 172 comprised in LR Plot Dag No. 920 under LR Khatian Nos. 1015, 1016, 1017, 1018, 1019, 1020, 1021, 1022 and 1023 (under former LR Khatian Nos. 24 and 102) under Police Station – Bidhannagar Electronic Complex (formerly Bidhannagar East and before thereto Rajarhat),

Pin Code – 700102, Mahisbathan Road, under Ward No. 28 within the local limits of Bidhannagar Municipal Corporation and within the jurisdiction of Additional District Sub Registrar – Rajarhat at Newtown, District – North 24 Parganas with all easement rights, morefully and particularly mentioned and described in the First Schedule hereinunder written.

- xv) **“Maintenance Agency”** shall mean the Builder or any association, society, company, body or committee formed/appointed by the Developer/Promoter for the common use.
- xvi) **“Municipal Corporation”** shall mean the Bidhannagar Municipal Corporation and shall also include other concerned authorities that may recommend, comment upon, approve, sanction modify and/or revise the plans.
- xvii) **“Notice of Possession”** shall mean by the Developer/Promoter to the Purchaser in terms of Clause No. 6.1 hereinbelow stating that the said Unit is ready for possession.
- xviii) **“Plan”** or **“Plans”** shall mean the plan sanctioned by the Bidhannagar Municipal Corporation ; vide Building Permit No. SWS-OBPAS/2109/2023/1337 dated 09.01.2024 (valid upto 08.01.2027) for construction of the Buildings at the land and shall include any other plan or plans sanctioned by any other department or departments authorized to do so

and shall also include all its variations, modifications, alterations, amendment, validation, revalidation renewals, extensions if any that may be made or obtained by the Developer/Promoter from time to time.

- xix) **“Premises”** shall mean the land including the Buildings and other structures to be constructed thereon.
- xx) **“Project”** shall mean the work of development undertaken and to be done by the Developer/Promoter in respect of the Premises and/or any modification or extension thereof till such development of the premises is completed and possession of the completed Flats/Units are made over to the respective unit Owners.
- xxi) **“Proportionate”** with all its cognate variations shall mean the ration the Covered Area of any Flat may bear to the Covered Area of all the Flat in the Buildings.
- xxii) **“Proportionate undivided share”** in relation to a Flat shall mean the proportionate variable undivided indivisible and impartible share in the land comprised in the premises that is attributable to such Flat at any point of time.
- xxiii) **“Said Flat”** shall mean the Flat No. on the floor admeasuring an area of Sq.ft. (..... Sq.m.) Carpet Area/Saleable area alongwith garage/closed parking no. admeasuring an area of

..... Sq.ft. at “KRIHOM” lying and situate at Mouza – Thakdari, JL No. 19, Touzi No. 172 comprised in LR Plot Dag No. 920 under Police Station – Bidhannagar Electronic Complex (formerly Bidhannagar East and before thereto Rajarhat), Pin Code – 700102, Mahisbathan Road under Ward No. 28 within the local limits of Bidhannagar Municipal Corporation and within the jurisdiction of Additional District Sub Registrar – Rajarhat at Newtown, District – North 24 Parganas described in **PART – I** of the **SECOND SCHEDULE** hereto.

- xxiv) **“Said Undivided Share”** shall mean the proportionate variable undivided indivisible and impartible share or interest in the land comprised in the premises attributable to the said Flat.
- xxv) **“Said Unit”** shall mean the said Flat, the said vehicle parking space and the right of common use of the common portions and wherever the context so intends or permits, shall also include the said Undivided share.
- xxvi) **“Said Garage”** shall mean a place within a described in **PART – II** of the **SECOND SCHEDULE** hereto.
- xxvii) **“Saleable Area”** of a Flat shall mean the Flat shall mean the Built up Area of such Flat and the proportionate undivided share attributable to such Flat.

- xxviii) **“Unit”** shall mean a residential apartment in the Building, with or without any vehicle parking space and wherever the context so intends or permits, shall include the proportionate undivided share attributable to such Flat and the right of common use of the common portions thereto.
- xxix) **“Unit Owners”** shall according to the context, mean all purchasers and/or intending Purchasers of different Flats/Apartments/Units in the Building and shall also include the Developer/Promoter in respect of such Flats/Apartments/Units which are retained and/or not alienated and/or not agreed to be alienated for the time being by the Developer/Promoter.
- xxx) **“Vehicle Parking Space”** shall mean such covered spaces on the ground floor of the Building, open spaces surrounding or adjacent to the Building that may be earmarked by the building for parking private cars and two wheelers of the Unit Owners.
- xxxi) **“Builder’s Advocates”** shall mean Subir Kumar Seal & Associates, Advocates, who have prepared this Agreement and who shall prepare all legal documents including the Deed of Conveyance in respect of the development, construction, sale and transfer of the Units including the said Unit, in the Premises.

- xxxii) **“Masculine”** gender shall include the **“Feminine”** and **“Neuters”** genders and vice versa.
- xxxiii) **“Singular”** number shall include **“Plural”** and vice versa.
- xxxiv) **“Completion Certificate”** shall mean completion certificate issued by Bidhannagar Municipal Corporation dated for the grant of partial completion certificate.
- xxxv) **“Rights on Purchaser’s Default”** shall mean the rights mentioned in the **SIXTH SCHEDULE** hereto which the Association and/or the Maintenance Agency shall be entitled in case of any default or breach by the Purchaser/s.
- xxxvi) **“Said Sale Agreement”** shall mean the Agreement made between the Developer/Promoter herein referred to as the One Part and the Purchaser/s herein referred to as the Other Part whereby the Developer/Promoter has agreed to sell and Purchaser/s has/have agreed to purchase the said Flat and/or for the consideration and on the terms and conditions, as therein contained.
- 2) The Developer/Promoter has got the absolute right to sell, transfer and/or alienate the said flat under its allocations.
- 3) The facts describing the devolution of title of the premises are morefully and particularly mentioned in the **SEVENTH SCHEDULE** hereto.

- 4) The Purchaser/s herein being desirous of purchasing **ALL THAT** the said unit, approached and requested the Developer/Promoter to sell the said Unit to the Purchaser/s, when accepting the said request of the Purchaser/s, by the said Sale Agreement, the Developer/Promoter agreed to sell and the Purchaser/s agreed to Purchase the said Unit at or for the considerations morefully therein contained.
- 5) In due course the Developer/Promoter has completed the construction of the said project in accordance with necessary approvals and sanctioned plans and named the complex "KRIHOM" and fulfilled all terms and conditions of the said Development Agreement and subsequent Amendments Up-to-date.
- 6) The Developer/Promoter has since caused construction and completed construction of the said unit in accordance with the plans and obtained the completion certificate from Bidhannagar Municipal Corporation issued a letter dated for the grant of completion certificate and have issued to the Purchaser/s the Notice of Readiness and the Notice of possession in terms of the said Sale Agreement.
- 7) The Purchaser/s have fully inspected and being completely satisfied with the quality, workmanship and specification of construction of the said Unit, has been taken over vacant and peaceful possession thereof price to the date of execution of these presents and have no claim and/or demand of whatsoever nature include pecuniary.

- 8) Now at the request of the Purchaser/s and the Developer/Promoter have in terms of the Sale Agreement agreed to execute and register these presents in favour of the Purchaser/s in the manner as hereinafter contained.
- 9) It is recorded that or before execution of these presents, the Purchaser/s has/have by obtaining independent professional services, examined and fully satisfied themselves as to the following:
- i) The right of the Developer/Promoter of the Project;
 - ii) The terms, conditions, restrictions and obligations contained in the said Sale Agreement and these presents.
 - iii) The plans sanctioned by the Bidhannagar Municipal Corporation.
 - iv) The total measurement of the said Unit including the Super Built Up Area thereof.
 - v) The specifications of materials used for construction of the said unit and the Building's and have agreed not to raise henceforth any objection or make any kind of requisition, whatsoever or howsoever, regarding the above and also waives their respective right, if any, to do so.

SECTION – II # WITNESSETH

I. NOW THIS INDENTURE WITNESSETH

That in the premises aforesaid and in consideration of the sum of Rs./- by the Purchaser/s to the

Developer/Promoter paid at or before the execution hereof (the receipt whereof the Developer/Promoter doth hereby as also by the receipt and memo of consideration hereunder written admit and acknowledge and of and from the payment of the same and every part thereof doth hereby acquit release and forever discharge the Purchaser/s and the said unit being hereby conveyed), the Developer/Promoter do and each of them doth hereby grant, convey, sell, transfer, release, assign and assure unto and in favour of the Purchaser/s **ALL THAT** the Flat, being **Flat No. on the Floor** admeasuring an area of **Sq.ft.** (..... Sq.m.) Carpet Area/Saleable Area as morefully and particularly mentioned and described in **PART - I** of the **SECOND SCHEDULE** hereinunder written, **TOGETHERWITH** proportionate undivided share in the land comprised in the premises as morefully mentioned and described in the **FIRST SCHEDULE** hereinunder written and attributable to the said Unit, **TOGETHER AND WITH** like proportionate undivided share in the common portions, fully mentioned and described in the **THIRD SCHEDULE** hereunder written and attributable to the said unit **AND TOGETHERWITH** the right to part one car in **Car Parking Space No.** in the allotted in the said vehicle parking space at the premises, if so categorically sold and purchased under these presents and as morefully mentioned in **PART - II** of the within mentioned **SECOND SCHEDULE**, (all hereinafter collectively referred to as "The Said Unit") **AND TOGETHER ALSOWITH** the right to use and enjoy the common portions in common with the other unit of the Building **AND** reversion or reversions, remainder or remainders and the rent issues and projects of and in

connection with the said Unit **AND** all the estate right title interest property claim and demand whatsoever of the Developer/Promoter into or upon the said Unit **AND TOGETHERWITH** all easements or quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said Unit **TO HAVE AND TO HOLD** the said Unit and every part thereof unto and to the use of the Purchaser/s absolutely and forever **SUBJECT NEVERTHELESS TO** the Purchasers' covenants and agreements hereunder contained and on the part of the Purchasers' to be observed fulfilled and performed (including the restrictions terms, conditions and obligations set forth in the **FIFTH SCHEDULE** hereunder written and the said Sale Agreement) **AND ALSO SUBJECT** to the Purchasers paying and discharging all municipal and other rates taxes and impositions on the said Unit wholly, and the common Expenses, as morefully and particularly mentioned and described in the **FOURTH SCHEDULE** hereunder written proportionately and all other outgoings in connection with the said Unit wholly and the premises and in particular the common portions proportionately.

SECTION – III # VENDORS' AND BUILDERS COVENANTS

I. THE VENDORS AND THE BUILDER DO AND EACH OF THEM DOTH HEREBY COVENANT WITH THE PURCHASER

as follows:

- i) The right, title and interest with the Vendors and the DEVELOPER/PROMOTER doth hereby profess to transfer submits and that the Vendors and the Developer/Promoter have good right, full power and

absolute authority to grant, sell, convey, transfer, assign and assure unto and to the use of the Purchasers, the said Unit in the manner aforesaid.

- ii)** It shall be lawful for the Purchasers, from time to time and at all times hereafter to peaceably and quietly, but subject nevertheless to the provisions herein contained, to hold use and enjoy the said Unit and every part thereof and to receive the rents issues and profits thereof without any interruption disturbances claims or demand whatsoever from or by the Vendors or the Developer/Promoter or any person or persons claiming through under or in trust for them or any of them **AND** freed and cleared from and against all manner of encumbrances trust liens and attachments whatsoever save only those as are expressly mentioned herein.
- iii)** The Developer/Promoter for the time being and subsequently the Association or Maintenance company, after handing over the charge of Maintenance and management of the premises to the Association or Maintenance Company by the Developer/Promoter, shall from time to time and at all times hereafter upon every reasonable request and at the costs of the Purchasers make do acknowledge execute and perfect all such further and/or other lawful and reasonable acts deeds matters and things whatsoever for further better and more perfectly assuring the said Unit hereby granted, sold, conveyed, transferred unto and to the Purchasers in the manner aforesaid as shall or may be reasonably required by the Purchasers.

- iv)** The Developer/Promoter for the time being and the Association of Maintenance Company upon the Developer/Promoter handing over all relevant documents in respect of the said Premises to the Association or Maintenance Company shall unless prevented by the fire or some other irresistible force or accident from time to time and at all times hereafter upon every reasonable request and at the cost of the Purchasers produce or cause to be produced to the Purchasers or his attorneys or agents at or before any trial, examination or commission for inspection or otherwise as occasion shall require the title deeds in connection with the premises and also shall at the like request and costs of the Purchasers deliver to the Purchasers such attested or other copies or extracts there from as the Purchasers may require and will in the meantime unless prevented as aforesaid keep the same safe unobliterated and uncanceled.

SECTION – IV # PURCHASERS' COVENANTS

THE PURCHASERS DO AND EACH OF THEM DOTH HEREBY COVENANT WITH THE VENDORS AND THE BUILDER as follows :-

1. The Purchasers agree and bind themselves that the Purchaser shall and will at all times hereafter abide by and observe the restrictions (a) set-forth in the **FIFTH SCHEDULE** hereunder written and contained in the said Sale Agreement.
2. The Purchasers have also examined and satisfied themselves about all the permissions and licenses

issued by the concerned authorities, including those relating to occupation of the Buildings, installation, maintenance and user of lift and other utilities and facilities at the Premises and rules made there under and also acquired itself and accepted and agree to comply with the norms, conditions, rules and regulations with regard to the use and enjoyment thereof as well as of water, electricity, drainage, sewerage etc.

3. As from the date hereof the Purchasers bind themselves to regularly and punctually pay the following amounts and outgoings :-

i) Municipal rates and taxes, surcharge and water tax if any and as assessed on the Said Unit, directly to the Municipal Corporation Provided That so long as the Said Unit is not separately assessed for the purpose of such rates and taxes the Purchasers shall pay to the Builder/Maintenance Agency proportionate share of all such rates and terms and taxes assessed on the Premises.

ii) All other impositions, levies, cess, taxes and outgoings (including Multistoried Building Tax, Betterment fees, Development Charges, GST etc.) whether existing or as may be imposed, increased or enhanced or levied at any time in future on the Said Unit or on the Premises by any Government or Statutory Authority or Authorities, wholly in case the same relates to

the Said Unit and proportionately in case the same relates to the Premises, as the case may be.

iii) Electricity Charges for electricity consumed in or relating to the Said Unit directly to electricity supplying body or the Maintenance Agency as the case may be.

iv) Maintenance Charges and proportionate share of all Common Expenses (including any contribution towards major repairs, electricity consumption for the common meter, lift renovation etc. in or for the Building as may be required at any time in future) as shall be assessed on the said unit and demanded from time to time by the Developer/Promoter or, upon its formation, the Association as the case may be. The said maintenance charges and the proportionate share of all Common Expenses shall however be subject to revision from time to time as be deemed fit and proper by the Developer/Promoter or the Association upon its formation after taking into account the common services provided at the Premises.

3.1. All payments mentioned herein shall, unless so otherwise mentioned, in case the same be monthly payments, shall be made to the Developer/Promoter or upon its formation, to the Association within 7 days of each and every month for which the same becomes due and otherwise 7 days of the Developer/Promoter or its nominee leaving its bill for

or demanding the same at the above address of the Purchasers and the Purchasers shall keep the Developer/Promoter and the Associations upon its formation, indemnified against all losses damages costs claims demands actions and proceedings that may arise due to non-payment or delay in payment thereof.

- 3.2. The apportionment of the liability of the Purchasers in respect of any item of expenses, tax, duty, levy or outgoings payable by the Purchasers in respect of the said Unit shall be done by the Vendor and the Association upon its formation and the same shall be final and binding on the Purchasers.
4. The Purchasers shall in case already not so done within 1 month from the date hereby apply for or obtain separate assessment of the said Unit from the Municipal Corporation and the Vendors and the Developer/Promoter shall sign necessary papers and declaration as may be required. In case the Purchasers fail to have the separation effected, then the Vendors and the Developer/Promoter shall be at liberty to have the same effected as the Constituted Attorney of and all costs and expenses of the Purchasers.
5. The Purchasers shall permit the Developer/Promoter and upon its formally the Association and their Surveyors or agents with or without workmen and others at all reasonable time upon 48 hours prior notice, except in case of emergency to enter into and upon the Said Unit and every part thereof for the

purpose of repairing reinstating rebuilding cleaning lighting and keeping in order and good condition the sewers, drains, pipes, cables, water courses, gutters, wire structures or other conveniences belonging to or serving or used for the Building and also for the purpose of laying down reinstating repairing and testing drainage and water pipes and electric wires and cables and for similar purposes and also to view and examine the state and condition of the Said Unit and the Purchasers shall make good all defects leakages and want of repairs within 7 days from the date of receiving notice in writing from the Developer/Promoter or the Association.

6. From the date of execution hereof and till the continuance of its ownership of the Said Unit the Purchaser/s shall :-
- i) use the Said Unit for the exclusive purpose of private dwelling or residence of respectable persons in a decent and respectable manner and for no other purposes ;
 - ii) use the said vehicle parking space, if any, right to park a motor vehicle is expressly so granted to the Purchasers hereunder only for the purpose of parking of their own medium sized motor vehicles ;
 - iii) not use the roof of the Building hanging or drying of cloths, bathing or other undesirable purposes or such purpose which may cause any nuisance or annoyance to the other Unit Owners ;

- iv) use the Common Portions in common with the other Unit Owners of the Building and only to the extent required for ingress and to egress from the Said Unit of men, materials and utilities and also to keep the same in a clean and orderly manner free from obstructions and encroachments and not store or allow anyone else to store any good articles or things in the staircase, lobby, landings, pathways, passages or in any other common areas of the Premises.
7. The Purchasers shall not do or permit to be done any act or thing which is likely to cause nuisance, annoyance or danger to the other Unit Owners in the Building.
 8. The Purchasers shall not make any additions or alterations to the Said Unit (including internal partition walls etc.) nor to the Building or the Premises nor shall change or alter or permit the alteration in the outside colour scheme of the exposed walls or any external walls or the elevation or facade of the Building of the Said Unit and also not to decorate or paint or clad the exterior of the Said Unit and do not install any Grill in Verandah (including the Design of the said Grill) otherwise than in the manner as be agreed to by the Owner/Developer/Promoter or the Association in writing.
 9. The Purchasers shall abide by observe and perform all rules regulations and restrictions from time to time made in force by the Developer/Promoter or the

Association (including those contained in the said Sale Agreement and the **FIFTH SCHEDULE** hereunder written) or the appropriate authorities for the user and management of the Premises and every part thereof and in particular the Common Portions.

SECTION - V # VENDORS', BUILDER'S AND PURCHASERS' MUTUAL COVENANT

I. AND IT IS HEREBY MUTUALLY AGREED DECLARED AND RECORDED BY AND BETWEEN THE PARTIES HERETO as follows :-

- a) The properties benefits and rights hereby conveyed unto and in favour of the Purchasers are and shall be one lot and shall not be partitioned or dismembered in part or parts and the Purchasers shall also not claim any division or partition in the land comprised in the Premises towards its proportionate land share appurtenant to the said Unit. It is further agreed and clarified that any transfer of the said Unit by the Purchasers shall not be in any manner inconsistent herewith and the covenants herein shall run with the land and the transferee of the Purchasers shall be bound to abide by the rules and regulations framed for the Building and become a member of the Association.
- b) All the Units and other constructed areas if any as well as the other open or covered spaces in the new building or the said Premises shall remain the exclusive property of the Unit Owners proportionately.
- c) After the allotment and transfer of all the Units in the Building or earlier, as the case may be, the Association

of the Unit Owners shall be formed and the Purchasers and the other Unit Owners shall be the members thereof, each having voting rights therein equivalent to one vote, it being clarified that in case there be more than one Purchaser of a Unit then only one of the such Purchasers shall be entitled to have voting right equivalent to one vote. The Purchaser shall, alongwith the other Unit Owners, sign and execute all papers, documents, declarations and applications for the purpose of formation of the Association and its taking charge of the acts relating to the common purposes.

- d) Upon formation of the Association and its taking charge of the acts relating to the common purposes or the expiry of the notice period mentioned in the clause immediately preceeding, all the rights and obligations with regard to the common purposes shall be and/or stood transferred by the Developer/Promoter and/or its nominee to the Association or the Unit Owners. All references to the Developer/Promoter herein with regard to the common purposes shall thenceforth be deemed to be referenced to the Association and/or the Unit Owners.
- e) In the event of the Purchasers failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, municipal rates and taxes, common expenses or any other amounts payable by the Purchasers under these presents and/or in observing and performing the covenants terms and conditions of the Purchasers hereunder then the Developer/Promoter

and upon its formation and taking charge of the acts relating to the common purposes, the Association, shall be entitled to :-

- i. Claim interest at the rate ofper annum on all the outstanding amounts.
 - ii. To demand and directly realize the amounts becoming due and payable to the Purchasers by any tenant or licensee or other occupant in respect of the said Unit.
 - iii. Discontinue supply of water to the said Unit.
 - iv. Disconnect electricity connection in the said Unit.
 - v. Withhold and stop use of all other utilities and facilities (including lift) to the Purchasers and their Family Members, guests, tenants or licensees.
- f) The bills for maintenance charges/common expenses, electricity charges etc payable by the Purchasers to the Developer/Promoter and/or their nominees and upon its formation to the Association shall be deemed to have been served upon the Purchasers, in case the same is left in the said Unit or in the letter box in the ground floor of the Building and earmarked for the said Unit or emailed to the last recorded email address.
- g) The Building shall together at all times as a residential building bear the name "KRIHOM" and none else.
- h) These presents constitute the entire understanding between the Parties shall have overriding effect on all

earlier Agreements, contracts and understanding, if any, made between the Parties prior to execution of these presents.

THE FIRST SCHEDULE ABOVE REFERRED TO

PART - I

(Description of the premises)

ALL THAT messuages, tenaments, structures, premises togetherwith the piece and parcel of "Bastu" land thereunto belonging whereon or on part whereof the same are erected and built containing by estimation an area of 17.3342 decimal be the same a little more or less which is equivalent to 10.5 Cuttah lying and situate at Mouza – Thakdari, JL No. 19, Touzi No. 172 comprised in LR Plot Dag No. 920 under LR Khatian Nos. 1015, 1016, 1017, 1018, 1019, 1020, 1021, 1022 and 1023 (under former LR Khatian Nos. 24 and 102) under Police Station – Bidhannagar Electronic Complex (formerly Bidhannagar East and before thereto Rajarhat), Pin Code – 700102, Mahisbathan Road, under Ward No. 28 within the local limits of Bidhannagar Municipal Corporation and within the jurisdiction of Additional District Sub Registrar – Rajarhat at Newtown, District – North 24 Parganas, togetherwith a ground plus four storied residential building erected thereon, butted and bounded as follows:

On the North by : Land of Sri Tarak Pramanik comprised in RS & LR Plot Dag No. 910.

On the South by : 39 ft. wide municipal road.

On the East by : Land comprised in R.S & LR Plot Dag No. 923.

On the West by : R.S. & L.R. Plot Dag No. 919.

OR HOWSOEVER OTHERWISE THE SAME NOW ARE OR IS OR HERETOFORE WERE OR WAS SITUATED BUTTED, BOUNDED, CALLED, KNOWN, NUMBERED, DESCRIBED OR DISTINGUISHED.

PART II

(Description of the New Building "KRIHOM")

ALL THAT the new "**Building**" consisting of 2 and 3 BHK Apartments of different types in G+4 storied including such other constructions and/or structures, as per the sanctioned plan bearing Building Permit No. SWS-OBPAS/2109/2023/1337 dated 09.01.2024 and obtained completion certificate dated On upon the Premises more particularly described in the First Schedule hereinabove.

THE SECOND SCHEDULE ABOVE REFERRED TO

PART - I

(Description of the Said Unit)

ALL THAT the Apartment No., containing a carpet area of Sq.ft. type BHK containing an area of Sq.ft. chargeable/super built up area being Sq.ft. be the same a little more or less on the Floor of the project to be named and styled as "KRIHOM" togetherwith right to park at one car parking space (dependent/independent) parking space in the ground floor level situated within the said project on the said land togetherwith undivided proportionate impartible share of the land underneath the building togetherwith right to use the common areas, amenities and facilities morefully described in **Third Schedule** of the said project which is made complete and habitable in all respect.

PART - II

(Description of the Said Vehicle Parking Space)

ALL THAT the right to park one medium seized car in open/covered car parking space vide **Space No.** admeasuring an area of **Sq.ft.** in the ground floor of the Building more particularly described in the First Schedule hereinabove.

THE THIRD SCHEDULE ABOVE REFERRED TO

(Description of the Common Portions)

- 1) The staircase, lift, staircase lobbies, lift lobbies, ground floor lobbies, fire escape/exit and common entrances and exit of the building/s.
- 2) The open to sky roof terrace, common paths, pavements, drive ways.
- 3) Installations of central services such as electricity, water and sanitation, sewage.
- 4) The sumps, motors, fans, compressors, ducts and all apparatus connected with installation for common use.
- 5) All common facilities as provided in the said project at the said premises.
- 6) Overhead and underground water reservoirs.
- 7) Lift machine room.
- 8) Plantation area.
- 9) Transformer and CESC/WBSEDCL utility area.
- 10) Fire Extinguisher for fire fighting.
- 11) Common toilet on the ground floor.
- 12) Security guards' room.

- 13) Drive ways and pathways (excluding the areas earmarked by the Developer/Promoter as open car parking space/two wheeler parking space).

THE FOURTH SCHEDULE ABOVE REFERRED TO

(Common Expenses)

1. **MAINTENANCE** : All costs and expenses for maintaining, white washing, painting, repainting, renovating and replacing the common area machineries, equipments, installations and accessories for common facilities and utilities (including the outer walls of the Building).
2. **OPERATIONAL** : All expenses for running and operating all machineries, equipments, installations and accessories for common facilities and utilities (including lifts, water pump with motor etc.)
3. **STAFF** : The salaries of and all other expenses on the staff to be employed for the common purposes (including bonus and other emoluments and benefits).
4. **ASSOCIATION** : Establishment and all other expenses of the association or Maintenance Company (including its formation) and also similar expenses of the Developer/Promoter or any agency looking after the common purposes until handing over the same to the Association excluded the Commercial Space and the area on the roof earmarked for the Commercial Use.
5. **TAXES** : Municipal and other rates, taxes and levies and all other outgoings in respect of the Premises or the Buildings or any part thereof (save those assessed separately in respect of the said Unit).

6. **INSURANCE** : Insurance premium if any for insuring the Buildings against earthquake, damages, fire, lighting, mob, violence, civil commotion and other risks if insured.
7. **COMMON UTILITIES** : Expenses for serving/ supply of common facilities and utilities (including electricity, water etc) and all charges incidental thereto.
8. **RESERVES** : Sinking Fund/Corpus Fund, Creation of Funds for replacement, renovation and/or other periodic expenses.
9. **OTHERS** : All other expenses and/or outgoings including litigation expenses as are incurred by the Developer/Promoter and/or the Association for the common purposes.

THE FIFTH SCHEDULE ABOVE REFERRED TO

(Restriction Imposed on the Purchasers)

The Purchasers agree undertake and covenant to :

1. Comply with and observe the rules, regulations and bye-laws framed by the Maintenance Agency/Association from time to time;
2. Permit the Developer/Promoter, Maintenance Agency and Association and their respective men agents and workmen to enter into the said Flat for the common purposes of the Project ;
3. Deposit the amounts for various purposes as may be required by the Maintenance Agency or the Association ;
4. Use the common portions without causing any hindrance or obstruction to other Unit Owners and occupants of the Building ;
5. Keep the said Flat and partition walls, sewers, drains, pipes, cables, wires, entrance and main entrance serving any other

Flat in the Building and/or in the Premises in good and substantial repair and condition so as to support shelter and protect and keep habitable the other Flats/parts of the Building ;

6. In particular and without prejudice to the generality of the foregoing, not to make any form of alteration in or out or damage the beams and columns passing through the said Flat or the common portions for the purpose of fixing, changing or repairing the concealed wiring and pipelines or otherwise ;
7. Use and enjoy the common portions only to the extent required for ingress to and egress from the said Flat of men materials and utilities ;
8. Sign and deliver to the Developer/Promoter all papers, application and documents for obtaining separate electricity meter or electricity connection for and in respect of the said Flat from the service provider in the name of the Purchaser ;
9. Bear and pay the common expenses and other outgoings in respect of the Premises proportionately and the said Unit wholly ;
10. Pay Municipal Corporation taxes and all other rates, taxes, levies, duties, charges and impositions outgoings and expenses in respect of the Building and the premises proportionately and the said Unit wholly and to pay proportionate share of such rates and taxes payable in respect of the said Unit until the same is assessed separately by the Municipal Corporation ;
11. Pay for Wi-Fi, integrated communication facilities, cable TV and other utilities consumed in or relating to the said Unit ;
12. Allow the other Unit Owners the right of easement and/or Quasi-easement ;

13. Regularly and punctually make payment of the common expenses, maintenance charges, electricity charges, municipal corporation taxes and other payments mentioned herein within seven days of receipt of demand or relevant bill, whichever be earlier.
14. Observe and comply with such other covenants as be deemed reasonable by the Developer/Promoter and/or association for the common purposes ;
15. Not to use the said Flat or permit the same to be used for any purpose other than a private dwelling place of families ;
16. Not to do or suffer anything to be done in or about for the said Flat which may cause or trend to cause or tantamount to cause any damages to the floors or ceiling of the said Flat or in any manner interfere with the use and enjoyment thereof or of any open spaces, passages or amenities available for common use ;
17. Not to demolish or cause to be demolished the said Flat or any part thereof at anytime or any part of the said Building or the fittings and fixtures thereof.
18. Not to make in the said Flat any structural alterations of a permanent nature except with the prior approval in writing of the Developer/Promoter and/or the Municipal Corporation and all other concerned or statutory authorities ;
19. Not to carry out or permit to be carried out any illegal or immoral or hazardous activities in the said Flat ;
20. Not to store or keep any hazardous or dangerous or combustible or exceptionally heavy materials or things in the said Flat or to hang from or attach to rafters or beams any heavy materials which may damage or endanger the structural stability of the Building ;

21. Not to put any name plate or letter box or neon sign or board in the common portions or on the outside wall of the Building save at the place as be approved or provided by the Developer/Promoter Provided However that nothing contained herein shall prevent the Purchaser from putting a decent nameplate on the outer face of the main door of the said Flat ;
22. Not to open out any additional window or fix any grill box or grill or ledge or cover or any other apparatus protuding outside the exterior of the said Flat or any portion thereof ; permission should be obtained from the Owners , once formed from the association regarding any installation and the design of the said Grill.
23. Not to install or fix air-conditioners , dish antennas or other apparatus on the exterior walls of the Building, save at places specified/fixed and in a manner as indicated by the Developer/Promoter;
24. Not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance of any Flat or any part of the Building or the Premises or may cause any increase in the premium payable in respect thereof ;
25. Not to decorate the exterior of the Building otherwise than in the manner agreed by the Developer/Promoter/Maintenance agency/Association in writing or in the manner as nearly as may be in which it was previously decorated ;
26. Not to store or permit any one to store any goods or things and neither to deposit or throw or permit to be deposited or thrown any garbage, dirt, rubbish or refuse or waste in or around the staircase, lobby, landings, lift, passages or in any other common areas or installations of the Building.

27. Not to commit or permit to be committed any alterations or changes in pipes, conduits, cables and other fixtures and fittings serving the Other Flats in the Building ;
28. Not to claim partition or sub-divisions of the land comprised in the Premises underneath the Building and/or the common portions towards its Proportionate Undivided Share attributable to the said Flat or any part thereof nor to do any act or deed, whereby the rights of the Vendors and the Developer/Promoter and/or the rights of the Purchaser of other Flats in the Building is affected or prejudiced in any manner whatsoever nor to do any act or deed, which may cause obstruction and/or hindrance in the construction of the said Building ;
29. Not to partition the said Flat by metes and bounds.
30. Not to shift or obstruct any windows or lights in the said Flat or the Building ;
31. Not to permit any window light opening doorway path passage drain or other encroachment or easement to be made or acquired in against out of or upon the said Flat without the prior consent in writing of the Developer/Promoter and/or the Association ;
32. Not to park or allow anyone to park any car, two-wheeler or other vehicles at any place other than the space earmarked for parking car(s) or two wheeler(s) of the Purchasers, if any, mentioned in **PART -II** of the **SECOND SCHEDULE** hereto ;
33. Purchasers shall always cooperate with other Unit Owners for ingress and egress of their respective Car/Vehicle/Motor Cycle from their respective car Parking Space of the Building by mutual understanding amongst them ;

34. Not to let out the said Unit or any part thereof without obtaining prior written permission of the Developer/Promoter and making payment of all sums or amounts then due and payable by the Purchaser in respect of the said Unit ;
35. Not to park any car or two-wheeler in the Premises if the Purchasers have not been allotted and Vehicle Parking Space.

THE SIXTH SCHEDULE ABOVE REFERRED TO

(Rights on Purchaser's Default)

- a) In case of default/delay in making payment of any amount payable under these presents (including in particular the Common Expenses and electricity charges) or otherwise by the Purchaser to the Developer/Promoter or the Association upon its formation, interest shall be payable by the Purchaser at the agreed rate of per cent per annum from the due date till the date of payment.
- b) In addition to the above the Purchasers shall have to deposit towards Sinking Fund/Corpus Fund before taking possession of the apartment when called upon to do so which will transfer, **post deduction**, if any, to the registered body (Association) after it is formed, without interest. The Maintenance Corpus Deposit collected from each Purchaser will remain credited to the account of such Purchaser in the records of Developer/Promoter and subsequently to the said registered body.
- c) In case of there being a failure, refusal, neglect, breach or default on the part of the Purchaser to perform or comply with any of the terms conditions covenants undertaking stipulations restrictions prohibitions and/or obligations in respect of the said Unit containing for more than 2 months,

then the Developer/Promoter and/or the Association upon its formation shall be entitled to issue a notice to the Purchaser calling upon the Purchaser to rectify and/or make good or set right the failure neglect refusal breach or default within one month from the date of issue of the said notice if the Purchaser does not comply with the said notice to the satisfaction of the Developer/Promoter and the Association, as the case may be, then the Developer/promoter and/or the Association, as the case may be, shall be entitled to invoke their rights under Section V Clause No. I(f) of these presents and the Purchaser shall be liable to pay to the Developer/Promoter and/or the Association, compensation and/or damage that may be quantified by the Developer/promoter/Association.

- d) In the event of any charges for any reason whatsoever being debited to the Bank Account of the Developer/Promoter/Association for any cheque for any amount issued by the Purchaser, the Purchaser agrees to pay/reimburse to the Developer/Promoter/Association, such bank charges. The Purchaser further undertakes that in the case of any return of any cheques being dishonoured, the Purchaser shall be liable to make payment of the amount of such dishonoured cheque with interest thereon. This shall be without prejudice to the other legal rights of the Developer/Promoter/Association under law (including under Negotiable Instruments Act, 1881) as also the other rights of the Developer/Promoter and/or the Association under this Agreement.

THE SEVENTH SCHEDULE ABOVE REFERRED TO

(Devolution of Title)

- 1) Whereas** one Haripada Mondal since deceased son of Late Khelaram Mondal @ Padmanava Mondal became seized and possessed of and/or otherwise well and sufficiently entitled to all that piece and parcel of land “Bastu” by classification admeasuring an area of 17.3342 decimal comprised in RS & LR Plot Dag No. 920(P) which is equivalent to 10.5 Cuttah under LR Khatian Nos. 24 & 102 lying and situated at Mouza - Thakdari, JL 19, Touzi No. 172 appurtaining to present Police Station - Bidhannagar Electronic Complex (formerly Bidhannagar East prior thereto Rajarhat) within the local limits of Bidhannagar Municipal Corporation under Ward No. 28 and within the jurisdiction of Additional District Sub Registrar - Rajarhat at Newtown, District - North 24 Parganas, morefully and particularly dealt in under First Schedule hereinbefore.
- 2) And whereas** while seized possessing and enjoying the aforesaid land the said Haripada Mondal died intestate on 05.04.1997 leaving behind him surviving his widow Smt. Basana Mondal, since deceased, his three sons namely Sri Pradip Mandal, Sri Tarun Mondal and Sri Subhas Mondal and six daughters namely Smt. Fulmani Kayal, w/o. Sri Ramesh Kayal, Smt. Rina Sardar w/o Sri Bhaskar Sardar, Smt. Rasmani Kayal w/o. Sri Dharma Das Kayal, Smt. Mina Mondal w/o. Sri Sushil Mondal, Smt. Sudha Patra w/o. Sri Bimal Patra and Smt. Subala Sardar w/o. Jiten Sardar as his sole legal heirs, heiresses, successors and representatives to succeed and inherit all the estates and properties left by the said Haripada Mondal since deceased in accordance with the provisions of Hindu Succession Act, 1956 and Dayabhaga

School of Hindu Law through which the said Haripada Mondal since deceased was governed during his life time, who all inherited the aforesaid land in undivided 1/9th share each.

- 3) **And whereas** pertinent to mention that Smt. Basana Mondal w/o. the said Late Haripada Mondal died intestate on 16.01.2008 and her undivided share in the aforesaid property vested among her sons and daughters as abovenamed.
- 4) **And whereas** the legal heirs as abovenamed of the said Late Haripada Mondal thus become collectively seized and possessed of and/or otherwise well and sufficiently entitled to all that piece and parcel of land "Bastu" by classification, admeasuring an area of 17.3342 decimal which is equivalent to 10.5 Cuttah be the same a little more or less lying and situated at Mouza- Thakdari, JL No. 19, Touzi 172 appertaining to RS & LR Plot Dag No. 920(P) within the local limits of Bidhannagar Municipal Corporation under Ward No. 28 and within the jurisdiction of Additional District Sub Registrar - Rajarhat at Newtown, District - North 24 Parganas.
- 5) **And whereas** the said Sri Pradip Mandal & eight others as abovenamed duly mutated their names in respect of the aforesaid "Bastu" land in the records of BL & LRO Rajarhat during the course of LR Settlement Zarip vide LR Khatian nos. 1015, 1016, 1017, 1018, 1019, 1020, 1021, 1022 and 1023 and are paying khajna/govt. levies thereof regularly as the recorded rayats and are enjoying the aforesaid property without any interference from any corner whatsoever.
- 6) **And whereas** by virtue of a Development Agreement cum Development Power of Attorney dated 21.09.2023 the said

Pradip Mandal & eight others as abovenamed collectively the Landowners/Appointers therein of the One Part duly deputed one **RMN Constructions Pvt. Ltd.** as the Developer/ Attorney of the Other Part and thus the Landowners have duly transferred the development right to the Developer herein under certain terms and conditions interalia and the said Development Agreement cum Development Power of Attorney was registered before Additional Registrar of Assurances – IV, Kolkata copied in Book No. I, Volume No. 1904-2023, Pages from 799958 to 800024 being Deed No. 190413939 for the year 2023.

- 7) And whereas** by virtue of the aforesaid registered Development Agreement cum Power of Attorney the Developer acquired the right of development of the aforesaid land with right to enter into Agreement for Sale as well as to execute Deed of Conveyance w.r.t. Developers' Allocation against such development arrangement.

- 8) And whereas** the Developer herein after getting such development right from the Landowners duly prepared a Building Plan and submitted the same before Bidhannagar Municipal Corporation being the competent authority and duly got sanction of the same i.e. one ground plus four storied residential building of which the ground floor is having the provisions for car parking spaces and one shop room and from first floor to fourth floor there are provisions of four residential flats/units/apartments in each floor being Sanctioned Building Permit No. SWS-OBPAS/2109/2023/1337 dated 09.01.2024. (the Sanctioned Building Plan)

- 9) **And whereas** the Developer herein duly applied for registration of such project under Real Estate Regulation and Development Act, 2016 and duly obtained registration of the same vide Registration No.
- 10) **And whereas** after sanction of the building plan there was necessity of execution of a Supplementary Development Agreement by and between the Landowners and the Developer for fixing their respective allocations as neither the Landowners nor the Developer face any hindrance to take bookings from the respective interested Allottee(s) out of their respective Allocations. Apropos to the above a Supplementary Development Agreement was entered into by and between the Parties by dint of which their respective Allocations got demarcated and finalized. Such Supplementary Development Agreement/Amicable Allocation Fixation Agreement was executed on day of 2024 under certain terms and conditions interalia which was duly notarized.
- 11) **And whereas** the Developer/Promoter duly announced to take bookings from the interested Allottee/s and knowing the very intention the Allottee(s) has/have shown his/her/their interest in booking one residential apartment/flat in the said project and to avoid all future ambiguity and/or any dispute and/or difference such Agreement for Sale is being executed by and between the Parties.
- 12) **And whereas** the said project being fully complete and habitable and the said Unit being inspected by the Purchaser/s herein, the Purchaser/s herein duly approached

the Developer/Promoter herein to execute formal Deed of Conveyance in respect of the said Flat, in favour of the Purchaser/s herein upon making full payment of the consideration money. The Developer/Promoter herein duly accepted such proposal and hence this Deed of Conveyance is executed at the costs and expenses of the Purchaser/s herein.

..... **In Witness**

In witness whereof the parties hereunto set and subscribed their respective hands and seals the day, month and year first above written.

Signed Sealed and Delivered by
the above named **Developer/
Promoter** and **Purchasers** at
Kolkata in the presence of :

1.

2.

Signature of the Developer/Promoter

Signature of the Purchaser/s

This **Deed of Conveyance** is
drafted and prepared at our
office based on the documents
supplied by the **Developer/
Promoter** as prescribed in
RERA :

For Subir Kumar Seal & Associates

Advocates

High Court Calcutta

P-106, Bangur Avenue, Block-C,
Ground Floor, Police Station - Lake Town,
Kolkata - 700 055.

Phone : 033-4601-3304.

Mobile : 91-98312-76735.

91-98304-76735.

E-mail - seal.associates@gmail.com

Received on and from the within named **Purchaser** by the within named **Developer/Promoter** the withinmentioned sum of **Rs./-** (**Rupees**) **only** as and by way of earnest money against selling Second Schedule property as per Memorandum of Consideration below :-

Memo of Consideration

<u>Sl. No.</u>	<u>Date</u>	<u>Cheque No.</u>	<u>Bank</u>	<u>Branch</u>	<u>Amount (Rs.)</u>	<u>Paid to</u>
1.						
2.						
3.						
Total : 0.00					_____	
					=====	

(Rupees) only.

Witnesses :

- 1.
- 2.

Signature of the Developer/Promoter