

**DRAFT DEED OF CONVEYANCE**

This conveyance deed is executed on this \_\_\_\_ day of \_\_\_\_\_, 2018 (“CONVEYANCE DEED”)

**AMONGST**

**PANCHMUKHI VILLA LLP** (IN AAF8063) (PAN AASFP2568E) **(2) PANCHMUKHI SKY SCRAPER LLP** (IN AAF7997) (PAN AASFP2475J) **(3) PANCHMUKHI NIKETAN LLP** (IN AAF7995) (PAN AASFP2472R), all are the Limited Liability Partnership Act 2008 and having their registered office at Room no 4A, 4<sup>th</sup> Floor, Metro Tower, 170, Chittranjan Avenue, PS Jorasanko, PO Burra Bazar, Kolkata 700 007, duly represented by one of its Designated Partner **Mr. ANIL KUMAR SARAF** (PAN AKTPS7086H) (AADHAR NO 817441228663), son of Shri Atma Ram Saraf, working for gain at Room no 4A, 4<sup>th</sup> Floor, Metro Tower, 170, Chittranjan Avenue, P.S. Jorasanko, P.O. Burra Bazar, Kolkata 700 007 hereinafter called the **VENDORS** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their successor or successors in office and/or assigns) of the ONE PART;

**AND**

**M/S. GANGOTRI INFRAPROPERTIES PRIVATE LIMITED** (PAN No.AAEC3950D) (CIN U70109WB2007PTC117277)” a Company incorporated under the provisions of Companies Act, 1956 and still a company within the meaning of Companies Act, 2013 and having its registered office at Room no 4A, 4<sup>th</sup> Floor, Metro Tower, 170, Chittranjan Avenue, P.S. Jorasanko, P.O. Burra Bazar, Kolkata 700 007 being represented by one of its Director Mr. Vivek Saraf,( PAN NO AMAPS 6494G) (AADHAR NO 823990523123) son of Gouri Sankar Saraf, by occupation Business, residing at AC -137, Salt Lake, Bidhannagar, North 24 Parganas, Kolkata - 700064 P.S. Bidhannagar & P.O. Bidhannagar, hereinafter called the **“DEVELOPER”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor or successors in office and/or assigns) of the SECOND PART;

**AND (IN THE CASE OF INDIVIDUAL AND JOINT PURCHASER)**

(1) SHRI / SMT \_\_\_\_\_, (PAN \_\_\_\_\_) (AADHAR NO. \_\_\_\_\_) son / daughter of \_\_\_\_\_, aged about \_\_\_\_\_, by occupation \_\_\_\_\_ residing at \_\_\_\_\_, and (2)SHRI / SMT \_\_\_\_\_, (PAN \_\_\_\_\_) (AADHAR NO \_\_\_\_\_) son / daughter of \_\_\_\_\_, aged about \_\_\_\_\_, by occupation \_\_\_\_\_ residing at \_\_\_\_\_, hereinafter called the **“PURCHASER”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and

include his/her heirs, executors, administrators, successors-in-interest and permitted assignees) of the THIRD PART.

**AND [IF THE BUYER 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 signatory, \_\_\_\_\_, authorized (Aadhar No. \_\_\_\_\_) duly authorized vide board resolution dated \_\_\_\_\_, 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) of the THIRD PART;

**[OR] [IF THE BUYER IS A PARTNERSHIP]**

\_\_\_\_\_, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at \_\_\_\_\_, (PAN \_\_\_\_\_), represented by its authorized partner, \_\_\_\_\_, (Aadhar No. \_\_\_\_\_) authorized vide \_\_\_\_\_, hereinafter referred to as the "PURCHASER" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns) OF THE THIRD PART;

**[OR] [IF THE BUYER IS A LLP]**

\_\_\_\_\_ (LLP), a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008 having registration no. \_\_\_\_\_ and having its registered office at \_\_\_\_\_, (PAN \_\_\_\_\_), represented by its authorized partner, \_\_\_\_\_, (Aadhar No. \_\_\_\_\_) authorized vide \_\_\_\_\_, hereinafter referred to as the "PURCHASER" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns) being party of the THIRD PART;

**[OR] [IF THE BUYER IS A HUF]**

Mr. \_\_\_\_\_, (Aadhar No. \_\_\_\_\_) son of \_\_\_\_\_ aged about \_\_\_\_\_ for self and as the Karta of the Hindu Joint Mitakshara Family known as \_\_\_\_\_ HUF, having its place of business / residence at \_\_\_\_\_, (PAN \_\_\_\_\_), hereinafter referred to as the "PURCHASER" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns) of the THIRD PART;

**[Please insert details of other buyer(s), in case of more than one buyer]**

**All parties to this Conveyance Deed i.e. VENDOR/OWNER, DEVELOPER and the PURCHASER are hereinafter collectively referred to as the "Parties" and sometimes individually referred to as "Party."**

**DEFINITIONS:**

In this Conveyance Deed, unless repugnant or contrary to the context, and in addition to terms otherwise defined herein, following terms shall have meanings assigned herein below -

- (a) "Act" means the West Bengal Housing Industry Regulation Act, 2017 and subsequent amendments thereto;
- (b) "Adjudicating Officer" shall have the same meaning ascribed to it under the Act;
- (c) "Apartment Ownership Act" shall mean the West Bengal Apartment Ownership Act, 1983;
- (d) "Applicable Laws" shall mean and include any applicable Central, State or local laws, statutes, ordinances, rules, regulations, codes, bye-laws etc. including amendments/ modification thereto, any government notifications, circulars, office orders, directives, guidelines, policies etc. or any government order or direction, judgment, decree or order of a judicial or a quasi-judicial authority whether in effect on the date of this Conveyance Deed or thereafter;
- (e) "Applicable Taxes" shall mean all the taxes, cess, revenue, by whatever name called, payable by the Developers;
- (f) "Association of Buyers" shall mean the condominium / association of the buyers / apartment owners in the Real Estate Project as the case may be, which shall be formed by the Developers under the Applicable Laws;
- (g) "Authority" shall mean the authority constituted under the West Bengal Housing Industry Regulation Act, 2017 and West Bengal Housing Industry Regulations Rules 2018;
- (h) "Consideration Amount of the Unit" shall mean the Total Price of the Apartment excluding Car Parking and amenities charges and other costs;
- (i) "Carpet Area" shall have the same meaning as ascribed to it under the Act;
- (j) "Common Areas" shall mean:
  - Entrance and Exit gates of said complex.

- Domestic Water Distribution System.
  - Fire Fighting Equipments.
  - Drainage and Sewerage system.
  - Path, passage and driveways.
  - Common Passage/Lobby of the floor on which the Unit is located.
  - All staircase of the complex along with their full and half landings with the stair covers on the ultimate roof.
  - Common area with internal road.
  - Security Guard and Maintenance Staff Rooms.
  - Boundary Walls and Boundary Lights.
  - Water pump and motor with installation and Room thereof.
  - Bore well, Tube well Water pump, Overhead Tanks and Underground water Reservoirs, Water pipes, Water Purifier and other common plumbing installations and spaces required thereto.
  - Lifts allied machineries and spaces required thereof and the lobby in front of it on typical floors and lift machine rooms or MRL.
  - D.G., its installations and its allied accessories and Generator Room thereof.
  - CCTV Platform.
  - Electric Wiring meters, Common DB, electrical panels, concealed electric wiring and fittings and fixtures for intercom/EPBAX with connections to each individual flat from the Main Gate, Lights in the stair case, Lobby, Admin office, Security Guard and Maintenance Staff rest room and other common Areas, Street, Landscape area (excluding those as are installed for any particular unit) and space required therefore.
  - Windows/Doors/Grills and other fittings in the common area of the premises.
  - Shaft for Ventilation, Lift, Fire, Electric and plumbing.
  - all other portion of the Real Estate Project / Complex necessary or convenient for its maintenance, safety, etc., and in common use, which shall be provided by the Promoters in the declaration to be filed under the Apartment Ownership Act (including the common areas / services / facilities as mentioned in Schedule \_\_\_\_ and Schedule \_\_\_\_ hereto).
- (k)** "Competent Authority" shall mean any Central or State judicial, quasi-judicial or government authority, body, department, agency or instrumentality (whether statutory or otherwise) having authority or jurisdiction over the Complex Lands and/or the Complex;
- (l)** "SDM" shall mean Chairman, South Dum Dum Municipality, North 24 Parganas, West Bengal;
- (m)** "Force Majeure Event" shall have the same meaning as ascribed to the term "force majeure event" under the Act;
- (n)** "Government" means the Government of West Bengal;
- (o)** "Maintenance Agency" shall mean either the Developers themselves or the Association of Unit Holders or any third party employed / hired by the Promoters / Association of Unit Holders carrying out the maintenance services in the Real Estate Project;
- (p)** "Rules" means the Rules, made under West Bengal Housing Industry Regulation Act, 2017;
- (q)** "Section" means a section of the Act.
- (r)** "Total Price" shall have the same meaning described to it under Clause 1.1.

**WHEREAS:**

- (i)** The Owner is absolutely seized and possessed of and/or otherwise well and sufficiently entitled to ALL THAT piece and parcel of land 16 Cottahs together with structure standing thereon being municipal premises No. 435/11, Jessore Road, P.S DumDum, Dist.24 Parganas, Kolkata 700 055 (earlier known as Premises No. 435 Jessore Road) morefully and particularly described in FIRST SCHEDULE hereunder written and hereinafter referred to as "SAID PROPERTY" and the same is free from all encumbrances whatsoever or howsoever.
- (ii)** The said Property is owned by the Owner by virtue and in pursuance of various documents of title (hereinafter referred to as the TITLE DOCUMENTS and therefore, the devolution of title of the owner is morefully mentioned in the SCHEDULE\_\_\_\_ hereunder written.
- (iii)** By and under a Development Agreement dated 19<sup>th</sup> August 2016 registered with the office of Additional Registrar of Assurances - IV, Kolkata and copied in Book No. I, Volume No.1904-2017, Pages 667 to 709, Deed No.11562 for the year 2016,dated 17<sup>th</sup> December 2016 (hereinafter referred to as the said DEVELOPMENT AGREEMENT) made between the Vendor herein therein referred to as the Owners' of the first part and the Developer herein therein referred to as the 'Developer' of the second part, the Vendor 'herein appointed and entrusted the Developer herein to develop the said Property under the terms and conditions recorded and contained in the said Development Agreement.
- (iv)** Prior to enter into the said Registered Development Agreement, the Vendor caused to sanction a building plan No.402 dated 08.11.2016 duly sanctioned by South Dum-Dum Municipality for construction of G + 6 storied building complex upon the land at the said Property (hereinafter referred to as the said PROJECT).
- (v)** The South Dum-Dum Municipality has granted the permission to develop the Project vide plan No.402 dated 08.11.2016
- (vi)** The Vendor and Developer have obtained the final layout plan approvals for the Project from D.J. Consultants & Associates, 255, Dum-Dum Park, Kolkata – 700 055 and have decided to name the said

project be known as "PANCHMUKHI VILLA".

Hence it is being recorded by the Vendor and the Developer herein that The South Dum-Dum Municipality has granted the permission to develop the Project vide plan No.402 dated 08-11-2016.

- (vii) The lands situated within the said Property are being developed by the developer and/or its associate companies/nominees/other collaborators /co-collaborators of its assigns in any manner as they deem fit and proper. It is also intended that the developer obtained requisite approvals for the same from the Competent Authority. However, the development shall not result in any change of the specifications, location, preferential location attributes (for which Preferential Location Charges are applicable) and the size of the Apartment on the Complex; or entail payment of additional consideration /charges by the Buyer; or increase in the number of apartments in the Complex.
- (viii) The Developer have the unequivocal right and entitlement to construct multi-storied residential buildings and other amenities, structures, facilities, services, etc. over the said property of such shape, size, height, specification and at such location as they may deem fit in their sole discretion and as may be approved by the Competent Authorities. The Purchaser understands and acknowledges that the construction and the development which may be carried out as per Applicable Laws and the permits as granted from the end of South Dum-Dum Municipality shall be a forming part of the Project for which this Conveyance Deed has been executed. The Apartment would be developed on said property and the rights, title, interests, easements, claims etc. of the Buyer shall only be with respect to the Apartment and the Common Areas, and to the extent of any shared services and facilities which may be developed on the said property situated within the complex and morefully and particularly described in the Schedule \_\_ hereunder written.
- (ix) The Purchaser had entered into an agreement dated \_\_\_\_\_ ("Agreement for Sale") by and under which the Purchaser was allotted, on the terms and conditions mentioned therein, the residential apartment bearing No. .... on the ..... floor having Total Unit Area of .....square feet in the tower / building ..... ("Building") and along with ..... covered car parking space no.....for .....cars ("Car Park Space") on the ..... as permissible under the Applicable Laws and an undivided proportionate interest in the Common Areas in the Project (hereinafter referred to as the "Apartment"), more particularly described in Schedule \_\_\_\_\_. The floor plan of the Apartment is annexed hereto and marked as Schedule \_\_\_\_\_.
- (x) It is further agreed by the Purchaser under the Agreement for Sale dated \_\_\_\_\_, that the Apartment along with right to park \_\_ medium/small car in Covered parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said property and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Purchaser. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Purchasers of the Project.
- (xi) The Purchaser represents and confirms that it has inspected all the documents pertaining to the said Project including sanction permits but not limited to all the title documents and has fully satisfied itself in all respects, with regard to the right, title and interest of the Promoters in the said Project and its right to convey the Apartment to the Purchaser.
- (xii) The Parties hereby confirm that they are signing this Conveyance Deed with full knowledge of the Applicable Laws.
- (xiii) The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Conveyance Deed and all applicable laws, are now willing to enter into this Conveyance Deed on the terms and conditions appearing hereinafter.

**NOW THIS INDENTURE WITNESSETH**

- (1) in furtherance to receipt of the Total Price, the Parties are executing this Conveyance Deed for recording the sale, conveyance and transfer of the Apartment along with proportionate undivided interest in the Common Areas and exclusive right to use and occupy the Car Park Space, absolutely and forever, in favour of the Purchaser on the terms and conditions mutually agreed by and between the Parties and contained in this Conveyance Deed.
1. **CONVEYANCE:**
- 1.1 In consideration of the payment of the entire consideration of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) ("Total Price") and the statutory and other charges by the Purchaser in terms of the Agreement for Sale dated \_\_\_\_\_ and in consideration of the adherence to and compliance with various terms, conditions, covenants and obligations of the Purchaser stated in this Conveyance Deed, the Apartment is hereby sold, conveyed and transferred in favour of the Purchaser absolutely and forever, free from all encumbrances, along with proportionate undivided interest in the Common Areas and exclusive right to use and occupy the Car Park Space.
- 1.2 The Total Price for the Apartment based on the Total area of the unit is Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) ("Total Price").
- (i) The Total Price above includes the Booking Amount paid by the Purchaser to the Promoter towards the Apartment;

- (ii) The Total Price above includes taxes (consisting of tax paid or payable by the Promoter by way of GST and Cess or any other similar taxes which may be levied, in connection with the construction of the Project and payable by the Promoter, by whatever name called) up to the date of handing over the possession of the Apartment to the Purchaser and the Project to the Association of Purchasers or the competent authority, as the case may be, after obtaining the occupation / completion certificate;
  - (iii) The Total Price of the Apartment includes recovery of price of land, construction of the Apartment and the Common Areas, internal development charges, external development charges, cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, and other equipment in the Common Areas, maintenance charges for the period as mentioned in the schedule of the agreement and the membership charges for the club and includes cost for providing all other facilities, amenities and specifications to be provided within the Project.
- 1.3** It is agreed that the Developer shall not make any additions and alterations in the sanctioned plans, layout plans and specifications & amenities which are part of the Complex without the previous written consent of the Purchaser as per the provisions of the Act. Provided that the Developer may make such minor additions or alterations as may be required by the Purchaser, or such minor changes or alterations as per the provisions of the Act.
- 1.4** The Purchaser shall have the right to the Apartment as mentioned below:
- (i) The Purchaser shall have exclusive ownership of the Apartment.
  - (ii) The Purchaser shall have undivided proportionate share in the Common Areas. Since the share/ interest of the Purchaser in the Common Areas is undivided and cannot be divided or separated, the Purchaser shall use the Common Areas along with other occupants, maintenance staff, etc., without causing any inconvenience or hindrance to them.
  - (iii) That the computation of the price of the Unit includes recovery of price of land, construction of not only the Unit but also the Common Areas, terrace(s)/ garden(s), internal development charges, external development charges, infrastructure augmentation charges, taxes, cost of providing electric wiring, electrical connectivity to the Unit, lift, water line and plumbing, finishing with Plaster of Paris, marbles, tiles, doors, windows, fire detection , the Common Areas and includes cost for providing all other facilities, amenities and specifications to be provided within the Project.
  - (iv) The Purchaser has understood and acknowledged that as per the Applicable Laws some services and facilities may have to be made available at a single point for utilization from thereon for entire Complex Lands which would be on sharing basis and meant to be used jointly by allottees / owners of apartments of each Complex and Other with the Other complex all such Shared Services and Facilities would be available for use of allottees / owners of apartments of the Complex.
  - (v) The Purchaser shall use such Shared Services and Facilities strictly in accordance with the terms and conditions of the conveyance deed, declaration to be filed under the Apartment Ownership Act, bye laws of the Association of Purchasers and the Applicable Laws.
- 1.5** It is clearly understood by the Purchaser that the Purchaser shall at no time have the ownership or title over the Car Park Space, except for the exclusive right to use and occupy the same for himself. It is made clear by the Developer and the Purchaser agrees that the Unit along with covered parking shall be treated as a single indivisible Unit for all purposes. It is agreed that the Complex is an independent, self-contained project covering the Complex Lands and is not a part of any other project or zone and shall not form a part of and/or linked/ combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Purchaser. It is clarified that common areas / services / facilities of the Complex (as mentioned in Schedule \_\_\_\_\_hereto) shall be available for use and enjoyment of all Purchasers of the Complex.
- 1.6** The Developers has paid all outgoings before transferring the physical possession of the Units to the Purchaser, which it has collected from all Purchasers, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan (if any) and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project as well to the unit herein transferred or conveyed in favour of the Purchaser herein ).
- 1.7.** The Buyer has accepted the proposal/ layout plan, floor plan and common areas/ services/ facilities as mentioned in the "Schedule....."and which has been approved by the competent authority represented by the Developers

**2. CONSTRUCTION OF THE PROJECT AND HANDOVER OF UNIT WITH ALL OTHER AMENITIES AND FACILITIES AS PER THE SCHEDULE MENTIONED HERE IN BELOW:**

- 2.1** The Building in which the Unit is located has been completed and the necessary occupation / part occupation certificate in respect of the said Building has been obtained from the Competent Authority. However, the Developers have has made it clear to the Purchaser that as far as the other buildings / towers in the Complex are concerned the same is being completed in parts / phases and the Developers shall obtain the part occupation certificates for the same in future. The Developers and/or its agents or contractors shall be entitled to carry on the remaining work, including further and additional construction work in the Complex including the areas adjoining / near the Building in which the Unit is located.

**2.2** The Developers have handed over the vacant, physical and peaceful possession of the Unit to the Purchaser as per the specifications & amenities mentioned in Schedule \_\_hereto. On and from the date of execution of this Conveyance Deed, the Purchaser shall be liable to bear and pay the proportionate charges of all outgoings / charges in respect of the said Unit as may be levied by the Association of Purchasers or Maintenance Agency, as the case may be, together with all rates, taxes, cesses, assessments, betterment charges, levies etc. payable to any Competent Authority.

**2.3** Upon handing over possession of the Unit, the Purchaser shall, after obtaining all permissions, approvals etc. as may be required and at his own costs and expenses, carry out the fit-outs/ interior works in the Unit, as per its requirement and use. All such works in respect of fit-outs/ interior works in the Unit will be done. The Purchaser shall ensure and undertakes that all such fit-outs done internally within the Unit shall not pose any nuisance to the other occupants/purchasers and also protect against fire, pollution or health hazards, noise, etc. in the Complex.

**2.4** On and from the date of handover of the Unit the Purchaser shall be liable to pay for the electricity & water consumption at the Unit as per the bills issued by the Competent Authorities or the Maintenance Agency, from time to time.

**2.5** The Purchaser hereby agrees and undertakes to be a member of the Association of Purchasers to be formed under the Act and to sign and execute the application for registration, other papers and documents necessary for the formation of and registration of such Association of Purchasers. The Purchaser shall observe and perform all the rules, regulations of the Association of Purchasers that may be specified in detail under its byelaws.

**3. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER:**

The Developers hereby represent and warrant to the Purchaser as follows:

- (i)** The Confirming Parties have absolute, clear and marketable title with respect to the Complex Lands herein after referred to as the said property;
- (ii)** The Developers have obtained respective approvals from the Competent Authorities to carry out development of the Project;
- (iii)** There are no litigations pending before any Court of law or authority with respect to the Project or the Unit;
- (iv)** All approvals, licenses and permits issued by the Competent Authorities with respect to the Project, the Buildings and the Unit are valid and subsisting and have been obtained by following due process of law. Further, the Developers have been and shall, at all times, remain to be in compliance with all the Applicable Laws in relation to the Project;
- (v)** The Developers and the Vendor have the right to enter into this Conveyance Deed and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may be prejudicially affected;
- (vi)** The Developers have not entered into any agreement for sale and/or arrangement with any person or party with respect to the unit which is subject matter of this deed that may affect the rights of Purchaser under this Conveyance Deed;  
(vii) The Developers and Vendors confirm that they are not restricted in any manner whatsoever from selling the Unit to the Purchaser in the manner contemplated in this Conveyance Deed;
- (viii)** That neither the said property nor any part and parcel of the land are the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the same;
- (ix)** The individual unit holders shall bear and pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to their Units along with Common Areas (equipped with all the specifications, amenities and facilities) has been handed over respectively to them under the respective agreement except the outgoings and charges related to the unit which is the subject matter of this deed of conveyance;
- (x)** No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition) has been received by or served upon the Developers in respect of the Project.

**4. MAINTENANCE OF THE SAID BUILDING/ UNIT/ COMPLEX:**

**4.1** The Developers shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the Association of Purchasers.

**4.2** The Purchaser shall pay the maintenance charges in relation to the Unit as may be levied by the Maintenance

Agency and shall also enter into a maintenance agreement with the Maintenance Agency in the format to be provided by the Developers.

- 4.3** As and when any plant, machinery, equipment etc. within the Project including but not limited to lifts, DG sets, electric substation, firefighting equipment, etc. requires replacement, up-gradation, addition etc. the cost thereof shall be contributed by all the Purchasers / occupants of Units Project / Complex, as the case may be, on pro-rata basis (i.e. in proportion to the Unit Area of all the Units in the Project / Complex, as the case may be).
- 4.5** The service areas, if any, as located within the Project shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformers, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment etc. and other permitted uses as per sanctioned plans. The Purchaser shall not be permitted to use the services areas in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Association of Purchasers formed by the Purchasers for rendering maintenance services.

**5. DEFECT LIABILITY:**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Developers as per the Agreement of Sale is brought to the notice of the Developers within a period of five years by the Purchaser from the date of handing over possession, it shall be the duty of the Developers to rectify such defects without further charge, within 30 (thirty) days, and in the event of Developers' failure to rectify such defects within such time, the aggrieved Purchaser shall be entitled to receive appropriate compensation in the manner as provided under the Act. However, the Developers shall not be liable for rectification of defects in the following circumstances:

- (i) if the same has resulted due to any act, omission or negligence attributable to the Purchaser or non-compliance of any Applicable Laws by the Purchaser; and
- (ii) the defects that are the result of ordinary wear and tear in due course. Provided that the Purchaser understands that there is a fundamental difference between hand over of the building/ constructions or infrastructure services and systems free from defects on the one hand and maintenance of handed over building/ constructions or infrastructure services and systems so as to maintain defect free functioning which by its nature is a lifelong process. Accordingly, the continued maintenance of the systems handed over would not be the responsibility of the Developers, and the Developers shall not be liable for rectification of any defects therein. Provided further that in case any such structural defect or any other defect in workmanship, quality or provision of services by the Developers at the Project, reasonably and in the ordinary course requires additional time beyond the said 30 (thirty) days, then the Developer shall be entitled to the same, provided an intimation thereof has been provided to the Purchaser prior to expiry of the said initial 30 (thirty) days. The Purchaser hereby agrees to such additional time / extension of time without being entitled to / making any claim to receive appropriate compensation in the manner as provided under the Act and/or otherwise under the Applicable Laws.

**6. RIGHT TO ENTER THE UNIT FOR REPAIRS:**

The Maintenance Agency shall have right of unrestricted access to all Common Areas, garages/ covered parking and parking spaces for providing necessary maintenance services and the Purchaser agrees to permit the Maintenance Agency to enter into the Unit or any part thereof, after due notice and during the normal daytime hours, unless the circumstances warrant otherwise, with a view to set right any defect.

**7. GENERAL COMPLIANCE WITH RESPECT TO THE UNIT:**

- a. Subject to Clause 4 above, the Purchaser shall, after taking possession, be solely responsible to maintain the Unit at its own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Unit, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the Project which may be in violation of the Applicable Laws or change or alter or make additions to the Unit and keep the Unit, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
- b. The Purchaser further undertakes, assures and guarantees that it would not put any signboard/ name-plate, neon light, publicity material or advertisement material, any stickers or allow lamination of the exterior glass, etc. on the face/ facade of the Building or anywhere on the exterior of the Real Estate Project, buildings or the said Unit or the Common Areas. The Purchaser shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or permit any remodelling, alteration, variation, change or build upon the look, design, texture, fixtures, materials or any

combination thereof or carry out any change in the exterior elevation or design of the Building or the Unit. Further, the Purchaser shall not store any hazardous or combustible goods in the Unit or place any heavy material in the Common Areas.

- c. The Purchaser shall neither encroach upon the Common Areas in the Project nor store any goods, objects, articles, belongings etc. in such areas or block the same in any manner whatsoever.
- d. If any damage is caused to the Unit, Common Areas or to the Project on account of any act, negligence or default on part of the Purchaser or his employees, agents, servants, guests, or invitees, the Purchaser shall be liable and responsible for the consequences thereof, including the obligation to pay for the rectification of loss and/ or damage caused as may be levied by the Developers or the Association of Purchasers or the Maintenance Agency, as the case may be.
- e. The Purchaser shall not remove any wall, including the outer and load bearing wall of the Unit. The Purchaser is strictly prohibited from making any alterations or modifications in the Unit or outside the Unit to the structure or the services and systems laid out in the Unit / Project including any changes that are either structural changes or such that would lead to disruption of the services laid out in the buildings or along the buildings for the use by one or more Units. The Purchaser shall not under any circumstances do or allow any alteration/ modification/ change to the interior walls, layout or finishes within the said Unit save and except with the prior permission of the Association of Purchasers in writing.
- f. The Purchaser shall not construct on the balcony(ies), open terrace(s) or garden(s) reserved exclusively for the dedicated use of the Unit and shall only use the same as open balcony(ies), terrace(s) or garden(s), as the case may be, and in no other manner.
- g. The Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developers and thereafter the Association of Purchasers and/or Maintenance Agency. The Purchaser shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- h. The Purchaser shall not use/ cause to be used the said Unit for any purpose except residential use and shall not permit any commercial activity, and shall always ensure that the Unit be put to residential use only. Furthermore, the Purchaser specifically undertakes not to use the said Unit or offer it to be used in any manner and/or for any activity that is prohibited/ irregular/ illegal or other activity that is hazardous or may cause a nuisance of any nature in the Project.
- i. The Purchaser undertakes not to sub-divide/amalgamate the Unit(s) with any other Unit / area in the Project.
- j. The name of the Complex and Real Estate Project shall always be "PANCHMUKHI VILLA" and the Purchaser or his lessees / occupant(s) / transferee(s) / assignee(s) or the Association of Purchasers shall not be entitled to change the same.
- k. The Purchaser shall not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Unit in the Common Areas or any portion of the Complex.

**8. COMPLIANCE OF LAWS, NOTIFICATIONS, OTHER OBLIGATIONS ETC. BY THE PARTIES:**

- a. The Parties are entering into this Conveyance Deed with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.



- b. The Developers has made it expressly clear to the Purchaser that the rights of the Developers in the Unit agreed to be conveyed/ sold/ transferred herein are absolute authority(ies) granted under the Development agreement by the Vendors herein.
- c. The Purchaser shall observe all terms and conditions of this Conveyance Deed, and also those conditions, restrictions and other stipulations imposed in the Project and shall also abide by the applicable Laws of the Maintenance Agency as well all other impositions as applicable to the Unit and /or the Project.

**9. COMPLIANCE WITH UNIT ACT AND THE ACT:**

The Developers have assured the Purchaser that the Project in its entirety is in accordance with the provisions of the Unit Act, Act and rules framed / to be framed thereunder.

**10. ENTIRE CONVEYANCE DEED:**

This Conveyance Deed, along with its schedules, constitutes the entire understanding /contract between the Parties with respect to the subject matter hereof and supersedes all previous understanding, documents, communications, discussions, arrangements whether written or oral, negotiations held between the Parties (including but not limited to Application, Allotment Letter and the Agreement for sale ) and there are no promises or assurances or representations, oral or written, express or implied, of the Developers, other than those contained in this Conveyance Deed.

**11. PROVISIONS OF THIS CONVEYANCE DEED APPLICABLE ON PURCHASER/ SUBSEQUENT PURCHASERS OF THE UNIT:**

It is clearly understood and agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Unit and the Project shall equally be applicable to and enforceable against and by any subsequent purchaser of the Unit, as in case of a transfer, all obligations go along with the Unit for all intents and purposes.

**12. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE CONVEYANCE DEED:**

Wherever in this Conveyance Deed it is stipulated that the Purchaser has to make any payment, in common with other Purchaser(s) in the Project, the same shall be the proportion which the Area of the Unit bears to the total Area of all the Units in the Project / Complex, as the case may be.

**IN WITNESS WHEREOF** the Parties hereinabove named have set their respective hands and signed this Conveyance Deed at Kolkata in the presence of attesting witness, signing as such on the day first above written.

**SIGNED AND DELIVERED BY THE WITHIN NAMED:**

Vendors:

(1) Signature : \_\_\_\_\_

Name : \_\_\_\_\_

Address : \_\_\_\_\_

**SIGNED AND DELIVERED BY THE WITHIN NAMED:**

Developers:

Signature (Authorised Signatory) \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

**SIGNED AND DELIVERED BY THE WITHIN NAMED:**

**PURCHASER:**

(1) Signature : \_\_\_\_\_

Name : \_\_\_\_\_

Address : \_\_\_\_\_

At on in the presence of:

**WITNESSES:**

1. Signature Name Address

2. Signature Name Address

**THE SCHEDULE ABOVE REFERRED TO**

**ALL THAT** the piece and parcel of land measuring about 16 Cottahs together with 6000 square feet RT structure standing thereon being Municipal Premises No. 435/11 Jessore Road, P.S DumDum, Dist.24 Parganas, Kolkata 700 055, being R.S Dag No-176, R.S. Khatian-47, J.L. No-32/20, municipal holding no 11, Mouza ShyamNagar, Ward No. 21, Sub-registry Office CossiporeDumDum, within South DumDum Municipality and butted and bounded as follows

ON THE NORTH : By Land of V.M.T Fibre glass Industries

ON THE SOUTH : By Land of Panchmukhi Heights Pvt Ltd

ON THE EAST : By 18 feet Road

ON THE WEST : By Land of Ram krishna Sarada Mission College

**THE SECOND SCHEDULE ABOVE REFERRED TO:  
(APARTMENT)**

**ALL THAT** one self-contained flat/unit being Flat No. “\_\_\_” measuring “\_\_\_\_\_” sq. ft. more or less carpet area ( sqft super built-up area) on the \_\_\_ floor along with right to park \_\_\_ medium/small size car parking space measuring about 100 sq. ft. of carpet area (135 sq ft of Super built up area) on the ground floor of the Block “\_\_\_” building named “PANCHMUKHI VILLA” at the said property described in the First Schedule hereabove; **TOGETHER WITH** undivided proportionate indivisible variable share and interest and right in the land appurtenant to the said Block building attributable to the said apartment in the said property described in the First Schedule hereinabove written.

**THE SCHEDULE ABOVE REFERRED TO:  
(COMMON AREAS AND AMENITIES)  
(COMMON AREAS)**

- Entrance and Exit gates of said complex.
- Domestic Water Distribution System.
- Fire Fighting Equipments.
- Drainage and Sewerage system.
- Path, passage and driveways.
- Common Passage/Lobby of the floor on which the Unit is located.
- All staircase of the complex along with their full and half landings with the stair covers on the ultimate roof.
- Common area with internal road.
- Security Guard and Maintenance Staff Rooms.
- Boundary Walls and Boundary Lights.
- Water pump and motor with installation and Room thereof.
- Bore well, Tube well Water pump, Overhead Tanks and Underground water Reservoirs, Water pipes, Water Purifier and other common plumbing installations and spaces required thereto.
- Lifts allied machineries and spaces required thereof and the lobby in front of it on typical floors and lift machine rooms or MRL.
- D.G., its installations and its allied accessories and Generator Room thereof.
- CCTV Platform.
- Electric Wiring meters, Common DB, electrical panels, concealed electric wiring and fittings and fixtures for intercom/EPBAX with connections to each individual flat from the Main Gate, Lights in the stair case, Lobby, Admin office, Security Guard and Maintenance Staff rest room and other common Areas, Street, Landscape area (excluding those as are installed for any particular unit) and space required therefore.
- Windows/Doors/Grills and other fittings in the common area of the premises.
- Shaft for Ventilation, Lift, Fire, Electric and plumbing.
- All other common area and installations and/or equipment as may be provided in the premises for common use and enjoyment.

**THE FIFTH SCHEDULE ABOVE REFERRED TO:  
(COMMON EXPENSES)**

1. Common Utilities:-All charges and deposits for supply, operation and maintenance of common utilities.
2. Electricity:-All charges for the electricity consumed for the operation of the common machinery and equipment of the said Block/Said complex.
3. Holding Organization/Association/Society:- Establishment and all other capital and operational expenses of the Association.
4. Litigation:-All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the common expenses.
5. Maintenance:-All cost of maintaining, operating, replacing, white washing, painting, decorating, re-decorating, re-building, re-constructing, lightening and renovating the common portions the common portions (including the exterior or interior (but not inside any unit) walls of the said Block/said building and LED logo/hoarding on the roof.
6. Operational:-All expenses for running and operating all machinery, equipments and installations comprised in the common portion, including lift, diesel, generator set, changeover switch, pump and other common installations including their licenses fees, taxes and other lives (if any) and expenses ancillary and incidental thereto and the lights of the Common portions.
7. Rates and Taxes:-Tax, Surcharge, Water Tax, and other levies in respect of the said block/building

save those separately assessed on the purchaser.

8. Staff:-The salaries and all other expenses on the staff to be employed for the common purpose, viz. manager, caretaker, clerk, security personal, liftman, sweeper, plumber, electrician etc. including their perquisites, bonus and other emoluments and benefits.

**THE SIXTH SCHEDULE ABOVE REFERRED TO:  
(DEVOLUTION OF TITLE)**

**WHEREAS:**

1. One Upendra Chandra Ghosh was the absolute owner in respect of a piece and parcel of land measuring about 16 Cottahs a little more or less situate lying at and being premises No. 435, Jessore Road, P.S. DumDum, Kolkata 700 055.  
While seized and possessed of the said property as absolute owner thereof, said Upendra Chandra Ghosh by virtue of a registered Deed of Lease dated 29<sup>th</sup> September, 1964 leased out the aforesaid property being premises No. 435 Jessore Road, P.S DumDum, Dist.24 Parganas, Kolkata 700 055 in favour of the Lessee, M/s. Aluminium& Alloys Industries for a period of 46 years commencing from 1<sup>st</sup> of October, 1964 with an option for renewal for a further period of 5 years on the terms and conditions as contained in the said Deed of Lease, which was registered before the Sub-Registrar at Cossipore, DumDum in Book No I, Volume No. 116, Pages 58 to 63, Being No. 7698 for the year 1964.
2. Said Upendra Chandra Ghosh died testate on 7<sup>th</sup> of May, 1965 after executing his last Will and Testament dated 28<sup>th</sup> of April, 1962 appointing his wife Smt. SarajuBala Ghosh and Pradip Kumar Ghosh Executrix/Executor of the said Will and on SarajuBala's death, Pradip Kumar Ghosh as sole Executor of the said Will.  
Said SarajuBala Ghosh being the Executrix of the said Will duly applied for grant of probate of the said Will before the Learned District Delegate at Alipore being Act 39 Case No. 97 of 1965.  
During the continuation of the said probate proceedings, said SarajuBala Ghosh died on 6<sup>th</sup> of November, 1970 and accordingly, said Pradip Kumar Ghosh being the surviving sole Executor of the said Will dated 28<sup>th</sup> of April, 1962 continued the said probate proceeding.
3. By an order dated 23<sup>rd</sup>December, 1970 passed in the said probate proceeding, said Pradip Kumar Ghosh was appointed as Administrator Pendente Lite in respect of the said Estate of Upendra Chandra Ghosh.  
Said Pradip Kumar Ghosh as Executor having need of urgent money in respect of the said Estate for payment of Estate Duty applied for permission for sale of the property as mentioned in the petition for payment of the amount to the Controller of the Estate Duty and accordingly, by an order dated 2<sup>nd</sup> July, 1980 passed in the said probate proceeding being Act 39, Case No. 97 o 1965, the Learned Court granted him permission to sale the aforesaid property and subsequently the Probate was granted on 6<sup>th</sup> of July, 1981
4. Said M/s. Aluminium& Alloys Industries, on the request of said Executor, Pradip Kumar Ghosh, had agreed to take 3 several perpetual leases for a period of 999 years in favour of Nitin RamniklalPanchmia, SushilaRamniklalPanchmia, Vila JyotindraPanchmia and agreed to surrender their aforesaid unexpired period of Lease dated 29<sup>th</sup>September, 1964 in favour of the Lessors therein.
5. By virtue of three registered Indentures all dated 11<sup>th</sup> March, 1981, said Pradip Kumar Ghosh, as Lessor, granted a perpetual leases for a period of 999 years in respect of a total piece and parcel of land measuring about 16 Cottahs together with structure standing thereon in three plots, namely 5 Cottahs, 6 Cottahs and 5 Cottahs respectively and in demarcated of the same in three plots out of which one plot measuring about 5 Cottahs in favour of Nitin RamniklalPanchmia and another plot of land measuring about 6 Cottahs in favour of Smt. SushilaRamniklalPanchmia and another plot of land measuring about 5 Cottahs in favour of Smt. Villa JyotindraPanchmia and said M/s. Alluminium& Alloys Industries existing Lessee therein was the confirming Parties in those leases confirming the surrender of their lease and the aforesaid three perpetual leases have been registered before the Registrar of Assurance at Calcutta as per particulars given below :

Name	Book No.	Volume No.	Pages	Being No.	Year
Nitin RamniklalPanchmia	I	54	225-239	1989	1981
SushilaRamniklalPanchmia	I	125	47-59	1987	1981
Vila JyotindraPanchmia	I	118	202-275	1988	1981

6. By virtue of said three Indenture of Lease dated 11<sup>th</sup>March, 1981 Nitin RamniklalPanchmia, Smt. SushilaRamniklalPanchmia and Smt. Villa JyotindraPanchmia became the perpetual Lessees in respect of the said demarcated plots of land totaling 16 Cottahs.  
While seized and possessed of said three perpetual Leases by the said three Lessees, namely Nitin

RamnিকlalPanchmia, Smt. SushilaRamniklalPanchmia and Smt. Villa JyotindraPanchmia by virtue of three registered Deed of Conveyances all dated 22<sup>nd</sup> December, 2005 said sold, conveyed and transferred their respective properties jointly in favour of Goutam Saha and his mother KananBala Saha (since deceased) on valuable consideration and the same was registered before the Registrar of Assurance at Calcutta as per the particulars given below :

Book No.	Volume No.	Pages	Being No.	Year
I	I	1 to 28	11564	2006
I	I	1 to 28	11562	2006
I	I	1 to 28	11565	2006

7. In the aforesaid three Sale Deed dated 22<sup>nd</sup> December, 2005, due to oversight and/or mistake the perpetual leasehold right, which was intended to be transferred by the said deeds were not mentioned and as such all the said three Vendor executed three registered Deed of Rectification and declaration dated 31<sup>st</sup> January, 2007 for rectification of the said mistakes by incorporating the words Perpetual Leasehold Interest in those deeds which was also duly registered before the Registrar of Assurance at Calcutta as per the particulars given below :

Book No.	Volume No.	Pages	Being No.	Year
I	I	1 to 12	653	2007
I	I	1 to 12	651	2007
I	I	1 to 12	652	2007

8. Thus by virtue of said three registered Deeds of Indenture dated 22<sup>nd</sup> December, 2005 and three Deeds of Rectification dated 31<sup>st</sup> January, 2007, Goutam Saha and his mother KanonBala Saha (since deceased) became the joint perpetual lessees in respect of the said piece and parcel of land measuring about 16 Cottahs being premises No. 435, Jessore Road, P.S. Dum Dum, Kolkata – 700 055.
9. Said KanonBala Saha died intestate on 26<sup>th</sup> March 2008 leaving behind her only son, Goutam Saha and two married daughters, namely Smt. Kajol Saha (Roy Chowdhury) and Smt. Kum KumSaha as her legal heirs and representatives, who thus jointly inherited the undivided 50% share of said KanonBala Saha in respect of the said property i.e. each acquired 1/6<sup>th</sup> share.  
That by virtue of a registered Deed of Gift dated 25.02.2013 registered before ADSR CossiporeDumDum in Book No I, CD Volume No 7, Pages 4186 to 4199, Being No 01957 of 2013 the said Kajol Saha (Roy Chowdhury) and Kum Kum Saha, two daughters of said KanonBala Saha jointly gifted their undivided 2/3<sup>rd</sup> share of right, title and interest in favour of their brother Goutam Saha.
10. Thus by virtue of the said registered Deed of Conveyances dated 11<sup>th</sup> March, 1981 and the said registered Deed of Gift dated 25.02.2013, the Assignor/Vendor No.1 therein became the Perpetual Lessee in respect of the said piece and parcel of land measuring about 16 Cottahs together with structure standing thereon being municipal premises No. 435, Jessore Road, P.S DumDum, Dist.24 Parganas, Kolkata 700 055 more fully described in the Schedule thereunder written and hereinafter referred to as the "SAID PROPERTY".
11. The Estate Of Upendra Chandra Ghosh was the Owner and/or the Reversionary Right Holder in respect of the aforesaid property.  
That at the said property there exists one Tenant who is in possession of the said property details whereof is provided under the SCHEDULE HEREUNDER written and hereinafter referred to as the "Tenant".
12. The Vendors herein being interested to acquire the absolute Ownership in respect of the aforesaid property approached both Goutam Saha, the Assignor being the Perpetual Lessee and Estate of Upendra Chandra Ghosh, the Reversionary Right Holder for transferring both the perpetual leasehold right as well as the Reversionary Right in respect of the aforesaid property and accordingly, both the Assignor and Vendor have agreed to transfer the aforesaid respective rights as stated above in favour of the Vendors herein.
13. The aforesaid property has been kept in mortgage by the Assignor with the Oriental Bank of Commerce, DD-11, Sector I, Salt Lake Branch.
14. That the said Oriental Bank of Commerce, DD-11, Sector I, Salt Lake Branch has filed a recovery application being O.A. no.480 of 2011 before Debt Recovery Tribunal – II, Kolkata.
15. It was agreed that the Purchasers/Vendors herein shall liquidate the entire outstanding liabilities of the said bank out of the total consideration money for and on behalf of the Assignor and shall pay the balance consideration money for assignment of such perpetual leasehold right directly to the Assignor.
16. The Estate Of Upendra Chandra Ghosh being the Reversionary Right Holder also agreed to transfer such Reversionary Right in respect of the aforesaid property to the Purchasers/Vendors herein at or for

consideration which the Purchasers/Vendors agreed to pay simultaneously with the execution of the Deed of Conveyance.

17. Thereafter, by virtue of a registered Deed of Sale dated 10<sup>th</sup> March 2016 made between Shri Goutam Saha, the Assignor of the First Part, the Estate Of Upendra Chandra Ghosh represented by Shri Pradip Kumar Ghosh as Executor, the Reversionary right holder/Vendor of the Second Part and the Vendors herein therein referred to as the Purchasers of the Third Part, the said property was absolutely sold, conveyed and transferred in favour of the Vendors herein and the said deed was registered in the office of Additional District Sub-Registrar, Cossipore Dum Dum and copied in Book No. I, Volume No.1506-2016, Pages No.94453-94492, Deed No.02428 for the year 2016

**MEMO OF CONSIDERATION**

RECEIVED from the within named Purchaser the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only being the consideration amount money payable under these presents as per memo below:

Sr. No.	Particular	Amount (Rs)

(Rupees \_\_\_\_\_) only

Signature                      of                      the

Vendor/Developer

WITNESSES:

- 1.
- 2.