DEED OF CONVEYANCE

This Deed of Conveyance is made this 2019 (Two Thousand and nineteen)

day of February

BETWEEN

M/S P.K. PAUL represented by its sole proprietor SRI PRADIP KUMAR PAUL son of late Samir Kumar Paul, by faith, by occupation Business, residence and office address at Parbangla, Nangi Station Road, P.S. Maheshtala, P.O. Batanagar, Kolkata 700140, herein referred to as the <u>VENDOR CUM DEVELOPER</u> (which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, administrators and representatives) of the <u>FIRST PART</u> (PAN CARD NO AJIPP5032A)

AND

MRS. SAYANTI PAUL w/o Mr. Santosh Pramanik, d/o Mr. Sanjit Kumar Paul, by faith Hindu, by Occupation Service, residing at Daulatpur Park, P.S. Maheshtala, Kokkata 700 141 herein referred as **PURCHASERS** (which expression shall unless excluded by or repugnant to the context be deemed to include her heirs, executors, administrators and representatives) of the **SECOND PART**.

WHEREAS Late Debendra Nath Paul by virtue of Partition Deed being Deed No 4678 for the Year 1970 became demarcated owner of 19 ½ Cottah of Bastu land comprised in R.S.Dag no 209 in R.S. Khatian no 8, Touji no 343, J.L No 49, under Mouza Parbangla, P.S. Maheshtala, District 24 Parganas (South). The above Partition Deed being no 4678 for the Year 1970 was registered before Alipore Sub Registrar Office and recorded in Book no 1, Volume no 96, pages 10 to 51.

WHEREAS being absolute owner of the above referred 19 ½ Cottah of Bastu land said Debendra Nath Paul died in the year 1973 leaving his only son namely Samir Kumar Paul and his widow Smt Champak Lata Paul as his only two surviving legal heirs.

WHEREAS said Samir Kumar Paul and his mother Smt Champak Lata Paul being the absolute owner and in possession of the above referred property in the year 1992 executed three Deed of Gifts in favour of Sri Pradip Kumar Paul, Sandip Paul and Joydip Paul and gifted 5 Cottahs of land to each of them. That said Pradip Kumar Paul, Sandip Paul and Joydip Paul are the sons of Samir Paul and grand sons of Smt Champak Lata Paul. These three Deed of Gifts was registered before District Sub Registrar, Alipore and numbered as Being Deed no 10712 for the Year 1992, Deed No 10711 for the year 1992 and Deed No 10710 for the year 1992 respectively.

AND WHEREAS by virtue of the above referred three Deed of Gifts said Sri Pradip Kumar Paul, Sandip Paul and Joydip Paul became absolute owners of 5 Cottahs of land each in the above referred property.

AND WHEREAS in the year 2008 above named Pradip Kumar Paul filed a Partition Suit vide Title Suit No 3218/2008 before the Ld 7th Civil Judge (Sr.Division) at Alipore and on 14/07/2010 the above Partition Suit was decreed on compromise whereby the remaining 4 ½ Cottahs of land out of the total 19 ½ Cottahs were allotted to Sri Pradip Kumar Paul, Sandip Paul and Joydip Paul in equal shares i.e. 1 ½ Cottah each more or less.

AND WHEREAS by virtue of three Deed of Gifts and by Partition Decree dated 14/07/2010 in T.S. no 3218/2008 before the Ld 7th Civil Judge (Sr.Division) at Alipore, said Pradip Kumar Paul, Sandip Paul and Joydip Paul became absolute owners of 19 ½ Cottah of Bastu land comprised in R.S. Dag no 209 in R.S.Khatian no 8, Touji no 343, J.L No 49, under Mouza Parbangla, P.S. Maheshtala, District 24 Parganas (South) each of them becoming owner of 6 ½ Cottahs of Bastu Land each more or less.

AND WHEREAS said Sri Sandip Paul being the owner of 6 ½ Cottahs of Land as above mentioned executed a Deed of Gift in favour of Sri Pradip Kumar Paul wherby he gifted 3 Cottahas 2 Chittaks and 33 Sqft of Land more or less from his above referred 6 ½ Cottahs of Bastu Land. The above Deed of Gift was registered in the office of District Sub- Registrar II, Alipore and recorded in Book no 1, CD Volume No 17, pages 4099 to 4111 and registered as Being no 08554 for the year 2013.

AND WHEREAS said Pradip Kumar Paul thus became owner of 9 Cottahs 11 Chittaks and 33 sq.ft more or less of Bastu land comprised in Dag no 209 in Khatian

no 8,(now recorded in Khatian no 1742 and 1743, L.R. Dag no 209) Touji no 343, J.L No 49, under Mouza Parbangla, P.S. Maheshtala, District 24 Parganas (South) now within ward no 28 of Maheshtala Municipality.

AND WHEREAS the party of the First Part Sri Pradip Kumar Paul being the owner 9 Cottahs 11 Chittaks and 33 sq.ft more or less decided to develop 6 Cottahs, 5 Chittaks and 21 sqft more or less out of owner 9 Cottahs 11 Chittaks and 33 sq.ft more or less which is mentioned in the First Schedule herein desirous to develop the above First Schedule Property by constructing a Ground plus Three Storied Building thereon comprising of several residential Flats, car parking spaces and /or Shops and having enough expertise, experience and fund the party of the First Part decided to make a construction to implement the said project in the plot of land as described in the First Schedule herein.

AND WHEREAS the party of the **FIRST PART** for developing the said premises applied for Building Plan before Mahashtala Municipality and accordingly Building Plan was sanctioned **by Maheshtala Municipility vide Plan No: 454/13-14/SP/BP dated 31/07/2013** in the name of Vendor cum Developer of the First Part.

AND WHEREAS while the **VENDOR CUM DEVELOPER** was making construction as per above referred Sanctioned Building plan in the Schedule Property and named the building **"PRIYADARSHINI APARTMENT"** as mentioned in the First Schedule herein underwritten the First Part hereof desirous to Sale flats and car parking spaces/ shops which are under construction.

AND WHEREAS the VENDOR CUM DEVELOPER herein decided to sell ALL THAT piece and parcel of a self-contained South Eastern corner 1st South Eastern Floor flat measuring 730 sq.ft. Super Built up area a little more or less consisting of Two Bedrooms, one drawing cum dinning cum kitchen two toilet and one Veranda together with all fittings and fixtures thereto of the said building together with right of use of all common areas of the said Building from ground floor to top floor including roof of the building with other co-owners of the building and together with undivided proportionate share of land and interest of the Ground plus three storied building situated at Holding No: A1-3/NEW,WEST JAGTALA AND SARDER PARA ROAD, under Ward No 28 of Maheshtala Municipility, within Mouza Parbangla, J.L. No 49, R.S. and L.R. Dag No 209, L.R. Khatian nos 1742 R.S. No 44, Touzi No 343, within Police Station Maheshtala, Kolkata 700140, District 24 Parganas which is more particularly mentioned in the SECOND SCHEDULE hereunder at a considerable consideration price of Rs. 19,71,000/- (Rupees nineteen lakhs seventy-one thousand) only.

AND WHEREAS the **PURCHASERS** hereof coming to know such intentions of the **VENDOR CUM DEVELOPER** and being satisfied with free and un-encumbrances.

title of the First Party hereof, the Purchasers hereof intended to purchase the entire North Western side Flat being Flat no G 4 on the ground Floor measuring about 742 sqft. Super built up area more or less finished with marble flooring which is more fully described in the **SECOND SCHEDULE** herein under free from all encumbrances and the Party of the First Part agreed to sell the said flat as mentioned in the Second Schedule hereunder at or for a consideration amount of Rs. 14,25,000/- (Rupees Fourteen lakhs and twenty five thousand) only.

AND WHEREAS the **PURCHASERS** after taking inspection of the relevant documents, sanctioned Plan, title deeds, court papers, certified copies of court's order and all relevant documents and after making relevant searches in respect of the property entered into an AGREEMENT FOR SALE with the **VENDOR CUM DEVELOPER** on 09/05/16.

AND WHEREAS the <u>PURCHASERS</u> have been making payment to the <u>VENDOR</u>

<u>CUM DEVELOPER</u> as per above referred Agreement for Sale and the construction of the building has been completed by the Vendor cum Developer.

AND WHEREAS in perusal of the aforesaid, the <u>PURCHASERS</u> and the <u>VENDOR</u> <u>CUM DEVELOPER</u> now has decided to complete the registration of the above referred Flat which is more fully described in the <u>SECOND SCHEDULE</u> hereto along with the undivided proportionate share in the common areas as more fully described in the <u>THIRD SCHEDULE</u> hereto in the New Building constructed on the <u>FIRST SCHEDULE</u> hereto.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS :-

In pursuance of the said Agreement and in consideration of the sum of Rs. 14,25,000/- only paid by the PURCHASERS to the VENDOR CUM DEVELOPER being the total consideration price which includes the costs of undivided share of land in the premises of the VENDOR attributable to the said flat being ALL THAT piece and parcel of a self-contained residential North Western side flat, being Flat no G 4 on the Ground Floor measuring 742 sq.ft. Super Built up area a little more or less finished with marble flooring and the undivided proportionate share in the common areas (the receipt whereof the VENDOR CUM DEVELOPER do hereby admit and acknowledge as hereinafter written in the Memo of consideration) and on and from the payment of the same the VENDOR CUM DEVELOPER forever release. discharge and acquit unto the PURCHASERS the said undivided share of land in the said premises attributable to the said flat, the said flat and the undivided proportionate share in the common areas respectively. The VENDOR CUM DEVELOPER doth hereby grant, sell convey, transfer, assign and assure unto the ALL THAT piece and parcel of a self-contained residential North PURCHASERS side flat, being flat no G 4 on the Ground floor measuring 742 sq.ft. Western Super Built up area a little more or less finished with vitrified tiles flooring consisting of Two Bedrooms, one drawing cum dinning cum kitchen two toilets and one Veranda which is more particularly mentioned in the SECOND SCHEDULE together with all fittings and fixtures thereto of the said building together with right of use of all

common areas of the said Building from ground floor to 3rd floor excluding the roof of the building with other co-owners of the building and together with undivided proportionate share of land and interest of the Ground plus three storied building situate at Holding No: A1-4/NEW, WEST JAGTALA AND SARDER PARA ROAD, under Ward No 28 of Maheshtala Municipality, within Mouza Par bangla, J.L. No 49, within R.S. Dag No 209, R.S. Khatian No 8 corresponding to L.R. Dag no 209 under L.R. Khatian nos 1742, 1743, , R.S. No 44, Touzi No 343, within Police Station Maheshtala, Kolkata 700140, District 24 Parganas (South) which is more particularly mentioned in the FIRST SCHEDULE, AND ALSO the proportionate share of common area more fully described in the THIRD SCHEDULE hereto, in common with the Coowners and/ or occupiers of the new building AND the VENDOR CUM DEVELOPER doth hereby grant, sell, convey, transfer, assign and assure unto the PURCHASERS a self-contained North Western side Ground Floor flat being flat no G 4, measuring 742 sq.ft. Super Built up area a little more or less finished with marble flooring of the new building more fully described in the SECOND SCHEDULE hereto and the undivided proportionate share in the common portions more fully described in the THIRD SCHEDULE hereto OR HOWSOEVER OTHERWISE the undivided share of land in the said premises attributable to the said flat and undivided proportionate share in the common portions now are or is or at any time hereto before were or was situate, butted, bounded, called, known, numbered, described and distinguished TOGETHER WITH all areas, sewers, drains, water benefits, advantages and all manners, former or other rights, liberties and easements privileges, appendages and appurtenances whatsoever belonging to the said undivided share of land in the said premises attributable to the said flat and the undivided proportionate share in the common portions or in anywise appertaining thereto, or any part thereof, usually held, used, occupied, enjoyed reputed or known as part or parcel or member thereof or appurtenant thereto **AND** the reversion or reversions, remainder or remainders, and the rents, issues and profits of the said undivided share of land in the said premises attributable to the said flat and the said flat and the undivided proportionate share in common portions and other rights hereby conveyed AND all the estate, rights, title, property, claim and demand whatsoever of the VENDOR CUM **DEVELOPER** into or upon the said undivided share of land in the said premises attributable to the said flat and the said flat as more fully described in the SECOND SCHEDULE hereto and undivided proportionate share in the common areas as more fully described in the THIRD SCHEDULE hereto and all other benefits, rights and properties therein comprised and hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be and every part or parts thereof respectively or arising out there TOGETHER FURTHER WITH all rights, liberties and appurtenances, whatsoever TO AND UNTO the PURCHASERS free from all encumbrances, trusts, liens, lispendense and attachments whatsoever (save only those as are expressly mentioned herein) AND TOGETHER FURTHER WITH AND SUBJECT TO easement or quasi- easements and other stipulations and provisions in connection with the beneficial common use and enjoyment of the premises, the land and the new building by the PURCHASERS as Co-owners as mentioned in the FIFTH SCHEDULE hereto AND TO HAVE AND TO HOLD the said undivided share of land attributable to the said premises and the said flat and the undivided proportionate share in the common areas and all other benefits and rights hereby

granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be and every part or parts thereof, respectively, or arising out there from absolutely and forever **SUBJECT TO** the covenants, the Rules and Regulations contained in the **SIXTH SCHEDULE** hereto and /or elsewhere herein **AND ALSO SUBJECT TO** the Purchaser's paying and discharging all taxes, impositions and other common expenses relating to the premises proportionately and the said flat wholly details whereof are more fully mentioned in the **FOURTH SCHEDULE** and the **SIXTH SCHEDULE** hereto.

THE VENDOR CUM DEVELOPER DO HEREBY COVENANT WITH THE PURCHASERS AS FOLLOWS:-

- THAT the interest which the <u>VENDOR CUM DEVELOPER</u> do hereby professes
 to transfer subsists and that the <u>VENDOR CUM DEVELOPER</u> have the sole
 right, full power and absolute authority to grant, sell, convey, transfer, assign
 and assure unto the <u>PURCHASERS</u>, the said flat and undivided proportionate
 share in the common areas <u>TOGETHER WITH</u> the benefits, rights and
 properties hereby sold and conveyed.
- 2. AND THAT it shall be lawful for the <u>PURCHASERS</u> from time to time and at all times hereinafter, to enter into and upon and to use, hold and enjoy the said undivided share of land in the said premises, the said flat and the undivided proportionate share in the common portions all benefits, rights and properties hereby conveyed 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 <u>VENDOR CUM DEVELOPER</u> or any person or persons claiming through, under or in trust for the <u>VENDOR CUM DEVELOPER</u>, unless otherwise expressly mentioned herein <u>AND</u> freed and cleared from and against all manner of encumbrances, trusts, liens and attachments whatsoever <u>SAVE</u> only those as are expressly contained herein.
- 3. AND THAT the VENDOR CUM DEVELOPER shall from time to time and at all times hereinafter upon request and at the cost of the PURCHASERS, made do, acknowledge, exercise, execute and perfect all such further and/or other lawful and reasonable acts, deeds, matters and things whatsoever for share of and in the said premises, the said flat and the undivided proportionate share in the common areas TOGETHER WITH the benefits, rights and properties herby granted unto the PURCHASERS, in the manner aforesaid.

THE PURCHASERS DOTH HEREBY COVENANT WITH THE VENDOR CUMDEVELOPER AS FOLLOWS:-

- <u>THAT</u> at or before the execution hereof the <u>PURCHASERS</u> has been completely satisfied himself as to the rights and entitlements of the <u>VENDOR CUM DEVELOPER</u>.
- 2. <u>THAT</u> the <u>PURCHASERS</u> have fully been satisfied with the construction of the said Flat and common areas regarding workmanship, structural stability and standards and the specification provided in the Agreement for Sale and shall have no right or claim whatsoever or howsoever against the **VENDOR CUM DEVELOPER** with regard thereto.
- 3. <u>THAT</u> the <u>PURCHASERS</u> have fully satisfied themselves as to the total super built up area as determined by the <u>VENDOR CUM DEVELOPER</u> and has no claim nor shall have any claim whatsoever against the <u>VENDOR CUM DEVELOPER</u> with regard thereto.
- **4.** THAT the PURCHASERS are fully satisfied as to the title of the VENDOR CUM DEVELOPER in respect of the Premises.
- 5. THAT the PURCHASERS shall observe, fulfil and perform the rules and covenants hereunder written save those thereof as have already been observed, fulfilled and performed including those described in the SIXTH SCHEDULE hereto and to regularly pay and discharge all taxes, impositions and all other out goings on and in connection with the said flat wholly and the common areas and / or the New Building proportionately including the common expenses.
- 6. THAT the PURCHASERS shall have no right, title, interest, claims or demands whosoever or howsoever over and in respect of the other parts or portions of the said building excepting the interest for acquiring the undivided share in the said property representing the said flat. It is hereby clarified that the Purchasers shall have no right, title or interest over the open space and constructed area not allotted to them and not specifically earmarked for common passage, parts, use, facilities and benefits. Be it mentioned that the Vendor cum Developer has adjacent vacant land in the Southern and Western portion of FIRST SCHEDULE and in future the **VENDOR CUM DEVELOPER** or his agents shall make new construction / projects adjacent to this project in the above referred Southern and Western portions (if necessary by amalgamating this Project with future new Projects) and in that event the common areas of this Project i.e. (FIRST SCHEDULE herein) shall be amalgamated or used as the common areas of those future projects and water line, electrical lines and otherservices for those future projects can be installed or supplied through the common areas of this Project and the PURCHASERS herein undertakes that he shall not raise any kind of objection in future if the common areas are utilized or used as common areas of the above referred

future projects and vice versa and if water pipeline, electrical cables and egress and ingress of the said future projects are made from the common passages herein i.e. in the **FIRST SCHEDULE**. That the electrical lines, pumps, pipe lines and other amenities of this Project can be used in the above referred future projects and likewise the amenities and common passages of the future projects can be used by the Purchasers of this project. The roof of the building shall be exclusively under the occupation of the **VENDOR CUM DEVELOPER** and he shall have exclusive right to let out the roof and /or make legal construction / installation of antennae etc.

- 7. That the <u>VENDOR CUM DEVELOPER</u> may apply for extension of the instant Project by getting necessary sanctioned plan from all concerned authorities and can make lawful construction over the <u>FIRST SCHEDULE</u> herein and the <u>PURCHASERS</u> herein undertakes not to object or raise any objection and if raises any objection that shall not be accepted legally by any court of law or on any place.
- 8. That the **PURCHASERS** shall be liable to pay all taxes and out goings to be imposed or levied by Municipality/KMC or other authority from the date of getting possession of the said flat and prior taking delivery of the flat all areas, taxes are to be paid by the **VENDOR CUM DEVELOPER**.
- 9. **THAT** the **PURCHASERS** can decorate as per choice, but no structural alteration shall be allowed and no brick partition wall shall be

made. The purchaser shall have no right to claim Partition of the flat mentioned in the Second Schedule hereunder written.

FIRST SCHEDULE AS MENTIONED ABOVE REFERRED (ENTIRE PROPERTY)

ALL THAT piece and parcel of 6 Cottahs and 35 sqft more or less with G plus 3 building situate at Holding No: A1-3/NEW,WEST JAGTALA AND SARDER PARA ROAD, under Ward No 28 of Maheshtala Municipality, within Mouza Parbangla, J.L. No 49, R.S. and L.R. Dag No 209, L.R. Khatian nos 1742 R.S. No 44, Touzi No 343, within Police Station Maheshtala, Kolkata 700140, District 24 Parganas (South) butted and bounded as follows:-

On the North:

Land of Vendor / Developer

On the South:

Priyadarsani Apartment

On the East:

Municipality Road

On the West: - Land of Saikat Pal and others

SECOND SCHEDULE AS MENTIONED ABOVE REFERRED (FLAT UNDER AGREEMENT)

ALL THAT piece and parcel of a self-contained South Eastern corner 1st South Eastern Floor flat measuring 730 sq.ft. Super Built up area a little more or less consisting of Two Bedrooms, one drawing cum dinning cum kitchen two toilet and one Veranda together with all fittings and fixtures thereto of the said building together with right of use of all common areas of the said Building from ground floor to top floor including roof of the building with other co-owners of the building and together with undivided proportionate share of land and interest of the Ground plus three storied building situated at Holding No: **A1-3/NEW,WEST JAGTALA AND SARDER PARA ROAD**, under Ward No 28 of Maheshtala Municipility, within Mouza Parbangla, J.L. No 49, R.S. and L.R. Dag No 209, L.R. Khatian nos 1742 R.S. No 44, Touzi No 343, within Police Station Maheshtala, Kolkata 700140, District 24 Parganas.

THE THIRD SCHEDULE ABOVE REFERRED TO (COMMON AREAS AND PARTS)

- 1. The foundations, columns, beams, supports, corridors, lobbies, stairs, stairways, landing, entrance and exit pathways.
- 2. Right to use the common toilet in the ground floor.
- 3. Drains and sewers from the Premises to the Municipal duct.
- 4. Water, sewerage and drainage pipes from the flats to the drains and sewers common to the Premises.
- 5. Boundary walls of the Premises including outer side walls of the said Building and main gate.
- 6. Water Pump, Motor.

- Water overhead tanks and underground water reservoirs, water pipes and other common plumbing installations and spaces required thereto.
- 8. Electrical wiring meters and fittings and fixtures for lighting the stair case and other common areas and its fittings.
- 9. Aluminium windows / doors, grills and other fittings of the common area of the Premises.
- 10. Such common parts, areas, equipment installations and fixtures, fittings covered and open spaces in or about the said Premises and / or Building as are necessary for passage to or use and occupancy of the flats as are easements of necessity.

THE FOURTH SCHEDULE ABOVE REFERRED TO (COMMON EXPENSES)

1. MAINTENANCE:-

All costs of maintaining, operating, replacing, repairing, white washing, painting, decorating, redecorating, rebuilding, reconstructing, lighting and renovating the common portions including the exterior (but not inside any flat) walls of the Building.

2. STAFF:-

The salaries of and all other expenses of the staff to be employed for the common purpose including durwans, security personnel, sweepers, plumbers, electricians etc.

3. ASSOCIATION:-

Proportionate establishment and all other expenses of the association including its formation, office and miscellaneous expenses.(if formed)

4. ELECTRICITY:-

Electricity charges or electrical energy consumed for the operation of the common portions.

5. COMMON UTILITIES:-

All Charges and deposits for supplies of common utilities to the Co Owners in common.

6. RATES AND TAXES:-

Municipal tax and other levies in respect of the Premises and the Building save those separately assessed on the Purchaser in respect of the said flat.

7. FIRE FIGHTING:-

Costs of installing and operating the firefighting equipment if any

8. RESERVES AND MISCELLANEOUS:-

All other expenses, taxes, rates and other levies as will be necessary or incidental or liable to be paid by the Co-owner in common including such amount as shall be fixed for creating as fund for replacement, renovation, painting and /or expenses relating to the common portions.

THE FIFTH SCHEDULE ABOVE REFERRED TO (EASEMENTS)

The Co owners of the building shall allow each other the following rights, easements, quasi easements, privileges and /or appurtenances:-

- 1. The right to common passage, user and movements in all common parts.
- The right of passage of utilities including connection for telephones, installation for televisions, cables, DTH antennas, internet wires and devices etc. through each and every part of the Building.
- 3. Rights of support, shelter and protection of each portion of the Building by other and / or others thereof.
- 4. The frontage of the Shop room of the building leading to the Municipal road shall be used by the owners of the shop room but they shall not be able to obstruct the frontage space of their shop room in any manner whatsoever.

THE SIXTH SCHEDULE ABOVE REFERRED TO (COVENANTS, RULES AND REGULATIONS)

 The Purchaser shall not at any time claim for partition of the undivided impartible proportionate share and /or the Common portions. 2. **SUBJECT TO** the provisions contained in these presents **AND SUBJECT TO** the provisions of law of for the time being in force, the Purchaser shall be entitled to the exclusive ownership, possession and enjoyment of the said

flat and undivided share of and in the said premises and the same shall be heritable and transferable as other immovable properties.

- The Purchaser shall after the transfer is being completed in terms hereof apply
 for and have the said flat separately assessed for the purpose of assessment
 of Municipal rates and taxes.
- 4. Until such time as the flat be not separately assessed and /or mutated in respect of any tax or imposition, the Purchaser shall bear and pay the proportionate share of the rates and taxes.
- Upon the mutation of the said flat in the name of the Purchaser for the purpose of liability of any tax or impositions, the Purchaser shall pay wholly such tax or impositions in respect of the said flat.

IN WITNESS WHEREOF the parties hereto set and subscribed their respective hands and seals the day and year first above written.

SEALED, SEALED AND DELIVERED

WITNESSES

1.

2.

SIGNATURE OF THE VENDOR CUM DEVELOPER

SIGNATURE OF THE PURCHASERS