

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE ("**Conveyance**") executed on this _____ day of 2019.

BY AND BETWEEN

ITHEMBA DEVELOPMENTS LIMITED, a Limited Company having incorporated under the Companies Act. 1956, its registered office at S-3, Nundy's Enclave, Bhudev Mukherjee Road, Barabazar, P.O. & P.S.- Chandernagore, District Hooghly, **PAN – AACCI6491E**, Represented by its Director- **SRI. SAUMYARUP GANGULY** son of Late. Sarbadaman Ganguly, by faith Hindu, Citizen - Indian, by profession - Business, Pan No. **ATEPG6947R**, Residing at Flat No. C/1/2, Puspanjali Apartment, Barabazar, P.O. & P.S.- Chandernagore, District Hooghly hereinafter called as the **“OWNER / BUILDER / DEVELOPERS”** (which expression shall unless executed by or repugnant to the subject or context shall be deemed to mean and include its office successors, administrators, executors, representatives and / or assigns) of the **FIRST PART** :

AND

....., Son of– SRI., by religion-..... (Indian citizen), by occupation –, **PAN** –residing at – P.S – Dist.- hereinafter called the **“PURCHASER(S)”** (which expression shall unless excluded by or repugnant to the subject or context shall be deemed to mean and include his / her / their heirs, successors, executors, administrators legal representatives and or assigns) of the **SECOND PART**.

DEFINITIONS:

For the purpose of this Conveyance, unless the context otherwise requires:

- (a) **“Act”** means the West Bengal Housing Industry Regulation Act, 2017 (West Bengal Act XLI of 2017);
- (b) **“Rules”** means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;

- (c) **"Regulations"** means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;
- (d) **"Section"** means a section of the Act.

NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

WHEREAS:-

A. All that piece and parcel of Land admeasuring 0.309 Acre appertaining to R.S. Dag No. 365 (out of which 0.206 Acre was recorded as Bastu in L.R. Dag No.637 and 0.103 Acre was recorded as Bagan in L.R. Dag No.638) under R.S. Khatian No. 229, Sheet No. 10, within ambit of Mouza& P.S. Chandernagore, J.L. No. 1, District Hooghly, and other properties originally belonged to SurathNath Nandi and Pravat Kumar Nandi having equal share.

B. Said SurathNath Nandi transferred his all their undivided half share to his wife Smt. Avarani Nandi by forming a family Trust "SachhidanandaJnanendraNath Trust" appointing her as Trustee and the said Deed of Trust registered at the Office of Registrar of Assurance and recorded in Book No. I, Volume No.133, Pages 201 to 207, being No. 3831 for the year 1968.

C. Said Smt. Avarani Nandi, Trustee of "SachhidanandaJnanendraNath Trust" and said Pravat Kumar Nandi amicably partitioned all their undivided property by metes and bounds by executing a Deed of Partition dated 21.05.1971 which was registered at the Office of Registrar of Assurance and recorded in Book No. I, Volume No.97, Pages 61 to 84, being No. 1933 for the year 1971 and said Avarani Nandi being First Part of the said Deed of Partition got and acquired the above mentioned demarcated Land and other properties which morefully described in the First Schedule of the said Deed of Partition .

D. Said Avarani Nandi died intestate leaving behind her two sons namely Sreekumar Nandi and Debkumar Nandi as her only legal heirs and

successors and said legal heirs became the joint owners of all that the property left by Avarani Nandi having equal share .

E. Said Sreekumar Nandi died intestate leaving behind his wife namely Rita Nandi and son namely Sumantra Nandi as his only legal heirs and successors and said legal heirs became the joint owners of all that the property left by Sreekumar Nandi having equal share .

F. Said Debkumar Nandi, Rita Nandi, for self and as for Constituted Attorney of another Owner Sumantra Nandi, jointly transferred all that piece and parcel of Land admeasuring 0.309 Acre appertaining to R.S. Dag No. 365 under R.S. Khatian No. 229, Sheet No. 10, within ambit of Mouza& P.S. Chandernagore, J.L. No. 1, District Hooghly in favour of Rabi Manna and Sri Pranab Roy for valuable consideration by executing a Deed of Conveyance dated 12.12.2013 which was registered at the Office of A.D.S.R. Chandernagore and recorded in Book No.I, Volume No. 12, Pages 530 to 546, being No. 3415 for the year 2013 and deliver possession .

G. Said Rabi Manna and Sri Pranab Roy being the absolute owners of the above mentioned property effected mutation their names in the records of L.R. Settlement as well as the records of Chandernagore Municipal Corporation.

H. While said Rabi Manna and Sri Pranab Roy jointly possessed the said property, Rabi Manna died intestate on 05.06.2014 leaving behind his wife Smt. Kakali Manna and one son namely Sri Samprit Manna as his only legal heirs and successors and said legal heirs became the joint owners of the undivided half property left by Rabi Manna having equal share .

I. The Owners herein thus being the absolute Owner of the Schedule mentioned Property effected their name in the records of Chandernagore Municipal Corporation and possessing the same without interruption from any corner and the property is free from all sorts of encumbrances.

J. The Owners filed an application before the Settlement Department praying for conversion of said Bagan Land of L.R. Dag No.638 and being

heard, B.L & L.R.O. Singur have pleased enough to conversion the said Land as Bagan to Bastu vide Memo Nos. IX/2(33) 743/1(4)KHA/14 dated 02.07.2014 and IX/2(33) 744/1(4)KHA/14 dated 02.07.2014.

K. The Vendors are in uninterrupted and unhindered possession and occupation of the said Property .

AND WHEREAS the above mentioned land owners jointly transferred their above mentioned demarcated land to the **ITHEMBA DEVELOPMENTS LIMITED**, hereinafter referred to as the Vendor by executing and registering a Deed of Sale on 02/02/2017 which was registered at the office of A.D.S.R. Chandernagore and recorded in Book No.1, Volume No.0604/2017, Pages 5814 - 5843 being No. 060400294 for the year 2017 for valuable consideration and delivered possession.

AND WHEREAS thus the VENDOR/ BUILDER/ DEVELOPER has acquired absolute right, title and interest in respect of the said property specifically mentioned in the first schedule below and has been owning and possessing the same by paying rent and taxes to the proper authorities and they have clear marketable title to the said property and the said properties are free from all sorts of encumbrances, charges, liens, lis-pendens, attachments, trust whatsoever and that the OWNER / VENDOR / DEVELOPER is now absolutely seized and possessed of or otherwise well and sufficiently entitled to ALL that the said property mentioned in the FIRST SCHEDULE .

AND WHEREAS the OWNER/VENDOR/DEVELOPER being a Limited Company decided to develop the FIRST SCHEDULE mentioned properties by constructing multi storied building thereon consisting several Flats, Shops, Car Parking Space etc. in accordance with Building Plan sanctioned by the Chandernagore Municipal Corporation and the OWNER / VENDOR / DEVELOPER have to that effect passed a resolution dated **22/02/2017** where by resumed all activities towards the construction on the FIRST SCHEDULE in accordance with the Building

Plan Sanctioned by Chandernagore Municipal Corporation vide No – **B2/RB/18(A)/17-18.**

AND WHEREAS the Owner /Developer/ Builder have proposed to sell residential Flats on ownership basis in the building named and known as **“ARISTA”** and mentioned in the SECOND SCHEDULE below and constructed on the FIRST SCHEDULE property.

AND WHEREAS the PURCHASER(S) having come to know of the intension of the OWNER/DEVELOPER/BUILDER had approached the OWNER / DEVELOPER / BUILDER with an intension to purchase one residential FLAT in **“ARISTA”**.

AND WHEREAS the PURCHASER(S) had inspected the sanctioned plan himself / herself / themselves and got acquainted with the relevant specification prescribed therein in respect of the construction and has satisfied themselves about the same.

AND WHEREAS the party hereto of the SECOND PART having satisfied with the TITLE DEEDS and other documents has agreed to purchase one residential flat in **“ARISTA”** situated at Makhanchatterjee Lane, P.O. &P.S.- Chandernagore P.O. &P.S.- Chandernagore. District Hooghly, the particulars of the **Flat** is given as hereunder :-

- A) The above Flat will be located on the **Floor**, of the **“ARISTA”**.
- B) Block – **“.....”**.
- C) **Flat No. - “.....”**.
- D) Area (Super - Built up Area) - **Sq.ft.(Approx).**

The consideration money to be paid by the party hereto of the Second Part to the party hereto of the First Part against the total value of the aforesaid flat on Super - Built up area is

Rs...../- (Rupees) only as may be levied by the statutory authority.

AND WHEREAS the parties hereto of the First and the Second Part have unanimously agreed that after completion of entire construction if it is found that area of the Flat is varied i.e. the consideration beyond the tolerance ± 9 (Nine) Sq. Ft. shall be adjusted accordingly.

AND WHEREAS the particulars of construction are more fully described in the THIRD SCHEDULE , the nature and extent of the common expenses are more particularly described in the FOURTH SCHEDULE and the nature , extent and description of the common areas and facilities are more particularly described in the FIFTH SCHEDULE hereunder.

TERMS AND CONDITIONS :-

1. That the Construction over Schedule Property is to be made by the party hereto of the First Part and the particulars of construction is more fully described in the THIRD SCHEDULE of this Agreement for Sale.

2. That the party hereto of the First Part will deliver the residential flat to the Party hereto of the Second Part within the stipulated time provided that the party hereto of the Second Part will comply with the terms stipulated in this agreement with the Party of the First Part, in the event of delay in possession by the Owner / Vendor / Developer, the Owner /Vendor / Developer will pay the compensation to the Purchasers @1.5 % interest per month for the amount deposited by the PURCHASER(S) . The said compensation shall be similarly levied to the Purchasers in the event of non-compliance of the terms of payment to be paid by the PURCHASER(S) to the Owner / Vendor / Developer as stipulated in the clause, Under “Terms of Payment” the rate of late / non - payment by the PURCHASER(S) shall /

will be charged @1.5% per month for the amount outstanding to the Owner / Vendor / Developer

3. That in the event of cancellation of the booking of particular Flat out of the total amount deposited by the PURCHASER(S) to the Owner / Vendor / Developer as advance / progressive payment 10% of the same shall stand and be treated as forfeited.

4. That in the event of death of the Party hereto of the Second Part their legal heir(s) shall be entitled to take the delivery of the above flat after satisfying all the terms and conditions mentioned in this Agreement **PROVIDED FURTHER THAT** under any circumstances no amount which was already paid by the deceased person will be refunded by the party of the First Part to the legal heir(s) of the Party hereto of the **Second Part**.

5. That all the facilities mentioned in the Third Schedule which do form a part and parcel of this Agreement for Sale will be made available to the Purchasers after completion of the entire project.

TRANSFER AND DISEMBARKMENT:

That the PURCHASER(S) shall not at any time claim partition of the said undivided share in the Land comprised in the portion and / or in common portion area utilities and facilities in the premises and building in which the PURCHASER(S) have any right in common with other Co-Owners and other Co –Flat Owners .

MUTATION:

That the Mutation of the respective holding owned by the purchasers shall be executed by the Owner/Vendor/Developer immediately after transfer of

the Unit. However, mutation charges shall be borne by the Purchasers at actual.

That **the PURCHASER(S)** shall / will be liable to pay the tax / rent / cess etc. of the common area along with their own holding proportionately till their individual holding is independently mutated.

That the PURCHASER(S) shall / will be liable to complete execution of Deed of Conveyance in their favour from the Owner / Vendor / Developer and of their possession, solely at PURCHASERS' cost within fifteen days from the date of written intimation by the Owner / Vendor / Developer of the completion of construction or else the Owner/Vendor/Developer will be at liberty to initiate legal proceedings against the Purchaser(s). In the event of non - compliance of execution of DEED OF CONVEYANCE if any penalty / fine is levied by the Competent Authority / Government, the entire penalty / fine and liabilities shall be borne by the PURCHASER(S). The Owner / Vendor/Developer will not be liable to pay any penalty in such event, if any by no way or ways.

TRANSFER OF MANAGEMENT FROM FIRST PART TO SECOND PART :

1. That the PURCHASER(S) along with Co- Owners of the said Building shall form Society or Association for maintaining of the said building(s) along with common areas and common portions of the said building(s) and shall abide by all prevailing and applicable, by - laws, rules and regulations and pay proportionately the necessary taxes, revenue and maintenance charges of the said building(s) and common parts thereof to the Society or Association and shall observe and perform all rules and By - laws of such Association or Society.

2. Upon the formation of the Association, the party hereto of the First Parts shall handover all their rights and obligations towards common purpose to the Association and thereafter the Association shall exclusively be entitled to monitor the same and do all acts required.

3. That at the time of transfer of possession by the party hereto of the First parts to the Purchaser(s), the Purchaser(s) shall pay an adhoc advance towards common maintenance charges, proportionate Tax etc. to the Owner / Vendor / Developer for the interim period of management of maintenance and the Owner / Vendor / Developer shall handover the Association the accounts of all Co-Owners as regards deposits, payments and/or receipt of account of common expenses and also the net balance in the hands of the party hereto of the First Part, if any, towards the same. In case there is a net deficit then Association shall be liable to pay the same to the party hereto of the FIRST PART.

4. That upon completion of the transfer of record of Unit over 'First Schedule' property and upon formation of Association, the party hereto of the First Part shall deliver all relevant Title documents together with other relative documents to the Association.

THE PURCHASER(S) OF FLAT SHALL NOT DO THE FOLLOWINGS:

1. To obstruct the party hereto of the First Part or the Association in their acts relating to the common purpose.
2. To violate any of the rules and / or regulations laid down for the common purpose and/or the user of the common portions.

3. To injure harm or damage the common portion or any other units in the Building by making any alteration or withdrawing any support or otherwise.
4. To alter any portion, elevation or Colour shade of the Building.
5. To throw or to accumulate or cause to be thrown or accumulated any dust, ashes, rubbish or other used articles in to the common portions save and except at the place indicated therefore.
6. To place or cause to be place or cause to be placed any articles subject in common portions.
7. To carry or cause to be carried on any obnoxious, injurious, noisy, dangerous, hazards, illegal or immoral activity in or through the unit or in the common portion.
8. To do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants.
9. To use or allow the unit or any part thereof to be used for any Clubs, meeting, conference, nursing home, hospital, boarding house, restaurant or any other similar purpose.
10. To put or to affix any signboard name – plate, other similar articles in the common portions and or outside walls or the building and / or outside all of the Unit same and except at the place or places provided thereof approved in writing by the party hereto of the First Part or the Association. Provided that nothing contained in this clause shall prevent the Purchaser for display in a decent signboard in the outside of the main door or unit.

11. To obstruct the party hereto of the First Part in setting or granting right to any person or any part of the land in the premises and/or in the building (excepting in the Unit).

12. To keep store any offensive combustible, obnoxious, hazardous or dangerous Article in the Unit.

13. To allow or to keep any lunatic or any person suffering from any virulent dangerous, obnoxious or infectious deceases in the Unit.

14. To keep any domestic animals or pets save and except in the manner permitted in writing by the party hereto of the First Part or the Association of the concerned Municipality or by the other authorities.

15. To install or keep or run any generator so as to cause violation of prevailing Air Pollution rules and other safety provisions to affect the occupants of the Building and surroundings.

16. To change the outside Color of his portion or any outside decoration of his allocated surface area.

17. To use the Flat for preparation of foods or confectionaries for the commercial purpose or other commercial purposes. (This clause is not applicable for all type of commercial units except Restaurant).

18. To affix or draw any wires, cable, pipes from and or throw any common portion or outside walls of the Building or other Unit(s) save and except in the manner indicated by the Party hereto of the First Part or the Association.

19. To keep any heavy articles or things which likely to cause damage to the floor or operate any machine other than usual appliances.

20. To change the name of the Building or named and / or alter by the Purchaser for any reason whatsoever.

MISCELLANEOUS :

That as between the party hereto of the First Part and /or the Association and the Purchasers shall indemnify and keep each other indemnified, save, harmless, claims, demands, costs, proceedings and action arising due to an any non payment or other default in observance of the terms and conditions hereof as contained in this schedule.

PROVISION :

That any time hereafter and upon payment of all the dues of the party hereto of the First part and / or the Association due observance the performance of the hereunder contained and upon the terms and conditions as are on the part of the Purchaser(s) are yet to be performed and observed by the Purchasers, the Purchasers shall not transfer the said Unit(s) by way of nomination sale, lease, mortgage, charge, let out or part with the possession of the unit(s) and the said undivided share in the land comprised in the portion and the common portion.

PROVIDED HOWEVER AS FOLLOWS:

A. That the party hereto of the First Part shall / will not be party to any such nomination, transfer, lease, mortgage, charge and/or letting out as aforesaid.

B. That any such nomination transfer, lease mortgage, charge and/or letting out shall be subject to the terms and conditions contained in this agreement as are on the part of the PURCHASER(S) to be paid observed and performed save and except to the extent already observed and performed.

C. That the PURCHASER(S) shall / will pay all the amount to be so increased by the Municipal / Panchayet Tax rates and taxes as may be the occasion due to the aforesaid.

D. That the PURCHASER(S) shall / will not for any reason whatsoever obstruct the party hereto of the First Part in completion or of construction of any part of the building notwithstanding any temporary inconvenience to the PURCHASER(S) in enjoyment of the Unit and the common portions.

E. That the PURCHASER(S) shall / will have taken and be deemed to have taken delivery of the Unit of the date of delivery and as from such date of delivery the PURCHASER(S) shall / will become liable to pay proportionate share of the common expenses in respective of when the PURCHASER(S) take actual delivery of the Unit.

TERMS OF PAYMENT:

That the payments Should be made as specified in the booking application of the Flat.

Whereas the transfer of possession of the said unit in favour of Purchasers or along with execution of Deed of conveyance in favor of the Purchaser shall be made after making full and final payment.

That the allottee shall not be entitled to alternate or transfer his right of the flat until full payment of the price is made except with the previous consent of the party hereto of the First Part i.e. Owner / Vendor/ Developer is obtained.

GENERAL CONDITIONS :

That the layout and specifications are tentative and subject to alterations / modifications on account of technical reasons for which the decision of the Architect appointed by the Owner/ Vendor/Developer, shall remain firm and final and be bound upon.

The electrical incoming charges inclusive of transformer, infra-structure cost, Energy Meter etc. as to proposed by W.B.S.E.D.C.L. shall be charged extra proportionately .

That all cost on account of additional works beyond our specifications shall be borne by the Purchasers upon approval of the estimate and after receipt of payment.

That all costs for execution of Deed of Conveyance towards transfer of the Flat Mentioned in ‘ Second Schedule’ in favour of the parties hereto of the Second Part that inclusive of Stamp Duty, Registration Fee, Advocate fees etc., shall be borne by the Purchasers.

POSSESSION :

Possession of FLAT shall be given by **...DECEMBER....2020.** (Expected)

THE FIRST SCHEDULE ABOVE REFERRED TO :

ALL that piece and parcel of Land admeasuring **0.309 (Zero point Three Zero Nine) Acre or 18 Kottah 11 Chattak 5 Sqft** appertaining to **R.S. Dag No. 365 (Three hundred Sixty Five)** out of which 0.206 Acre was recorded as Bastu in L.R. Dag No.637 and 0.103 Acre was recorded as Bastu in L.R. Dag No.638, **under R.S. Khatian No. 229 (Two hundred Twenty Nine)**, corresponding to L.R. Khatian Nos.2058 and 2057, **Sheet No. 10**, within ambit of **Mouza & P.S. Chandernagore**, J.L. No. 1, District Hooghly, which is delineated and marked by RED Border alongwith all fittings and fixtures and easement rights whatsoever .

The Property comprised in Holding No. 1020(New), 909(Old), Makhan Chatterjee Lane, under Ward No. 14 of Chandernagore Municipal Corporation, P.S. Chandernagore, District Hooghly.

THE PROPERTY IS BUTTED AND BOUNDED BY :

NORTH : House of GopiNathDhara & JaladharDhara.

SOUTH : House of Maya Nandi.

EAST : Makhan Chatterjee Lane.

WEST : Corporation Pucca Drain.

THE SECOND SCHEDULE ABOVE REFERRED TO:

(THE RESIDENTIAL FLAT)

ALL THAT the Residential Flat on **FLOOR** bearing Flat No. ".....", **Block** –, **No.** "....." of "**ARISTA**" aggregating approximately **Area – Sqft (Super built)** together with all right of use of common areas of building and undivided impartable proportionate part and share of the land 'First schedule' property together with all right of use of common areas of building and undivided impartable proportionate part and share of the land 'First schedule' property.

BUTTED AND BOUNDED BY:

North :
 South :
 East :
 West :

THE THIRD SCHEDULE ABOVE REFERRED TO:
(THE PARTICULARS OF CONSTRUCTION)

A. THE MATERIALS :

- i) R.C.C. Framed structure with modern design.
- ii) 250 mm thick peripherals brick wall.
- iii) Internal partition wall 125 & 75 mm thick.
- iv) Standard quality roof treatment .

B. THE FLOORING :

- i) Vitrified tiles in drawing, dining & bed rooms, balcony.
- ii) Anti SkidTiles flooring in Bathroom.
- iii) Anti SkidTiles flooring in Kitchen with Granite counter top .

C) DOORS AND HARDWARE :

- i) Polished Shal wooden paneled door frame & Teak designer shutters in the main entrance.
- ii) Shal wooden frame with Flush door for others.

D) WINDOWS &BALCONIES :

- i) All windows made up to anodized aluminum sections & window panes with 4mm thick tinted Glass.

ii) Cover grill / railing in balconies of approved quality and design.

E) INTERNAL FINISH :

i) Wall putty.

F) EXTERNAL FINISH :

i) Mix of waterproof – cum – weather proof for external wall.

G) ELECTRICAL :

i) A.C. points in master bed room.

ii) T.V. points in drawing room.

iii) Provision for cable connection.

iv) Adequate number of light, fan & plug points.

v) Good quality wire.

vi) Safety equipment such as circuit breakers & more.

vii) 15amp plug point in Kitchen.

viii) Geyser point in main toilet.

H) SANITARY & FITTINGS :

Good Quality Bathroom fittings.

G) SECURITY & GENERATOR :

Exclusive compound security and provision for 24 hours Power backup service.

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(COMMON EXPENSES)

(a) The cost of maintaining, replacing, repairing, white washing, painting and decorating of the main structure of the said building including the exterior thereof and in particular common portion of

the roof, landing and structure of the building, rainwater pipes, water tanks, lift motor pumps, tube well, gas pipes and electrical wire, sewage, drain, transformer (if any) common Toilet and all other common parts of the fixtures, fittings and equipment in under or upon the building enjoyed or used in common by the purchaser and other occupiers thereof, will be jointly borne by the Purchasers proportionately.

(b) The cost of cleaning, lighting of the maintenance, staircases and other parts of the building as enjoyed in common by the Purchasers and the other occupiers will be jointly borne by them proportionately.

(c) The salaries of Guards, if any, electricians, sweepers etc., shall be born proportionately by the PURCHASER(S) and other occupiers of the building.

(d) The cost of repairs, replacement and maintenance of light and other plumbing works including all other service charges for service rendered in common to all other occupiers shall also be borne by the PURCHASER(S) and the other occupiers proportionately.

(e) So long as each Flat / Commercial unit of the said building is not separately assessed the Purchaser(s) shall pay the Owner / Vendor / Developer or Association the proportionate share of the Municipal Taxes, Water Tax etc. if any , and such apportionment shall be made by the Owner / Vendor / Developer or Association on the basis of the area acquired by the Purchaser(s) and the same shall be conclusive, final and binding.

(f) That in case of default in making payment by the Purchaser(s), the party hereto of the First Part or the Association shall

have the additional right (without prejudice) to take appropriate steps as would deem fit & proper.

THE FIFTH SCHEDULE ABOVE REFERRED TO:
(THE COMMON AREAS)

1. Common path, passages, drain and main entrance to the residential FLATS and building.
2. Common boundary wall and Main pipes.
3. Water pump with water distribution pipe (save those inside flat).
4. Electrical wiring / fittings and other accessories for lighting the common areas.
5. Septic tank , Overhead tank etc.
6. Sewer common to building .
7. Deep tube well.
8. Accessibility to the roof .
9. Use of stair-case space.
10. Use of electric meter room .
11. Use of common space , common passage of lobby.
12. Use of Lift .

14. Such other common path, area, equipment, installations, fittings, fixtures and space in or about the said land, the premises and the building as are necessary for passage to and / or use of the unit in common with the Co-Owners but the roof right will remain exclusively with the Owner / Builder / Developer which do not form part of the common portion.

IN WITNESS WHERE OF the aforesaid Parties do hereunto set their respective hand and or seal on the date of the month and year hereinbefore set forth at the commencement of this agreement.

SIGNED AND DELIVERED
By the above named parties
In the presence of

1.

2.

SIGNATURE OF OWNER /VENDOR / DEVELOPER

SIGNATURE OF THE PURCHASER(s)