

## DEED OF CONVEYANCE

**THIS INDENTURE** made this\_\_day of\_\_\_\_\_ Two Thousand \_\_\_\_

### By and Between

**PANKAJ KUMAR DATTA** [PAN: ACNPD8681K, AADHAAR NO: 6954 2045 1473], son of Late Upendra Nath Dutta, by faith Hindu, by Nationality Indian, by Occupation Retired, residing at 131 Bidhan Pally, P.O: Garia, P.S: Bansdrone, Kolkata: 700084, represented by their Constituted Attorney "**BISWARUP SAMADDER**" [PAN: AUQPS2353G, AADHAAR NO: 9394 6963 8050,] son of Late Sudhir Kumar Samadder, [DOB: 01.07.1977] by faith Hindu, by Nationality Indian, by Occupation Business, residing at 164/A, Bidhan Pally P.O: Garia. P.S: Bansdrone, Kolkata: 700084 and having his registered office at 164/A, Bidhan Pally P.O: Garia. P.S: Bansdrone, Kolkata: 700084, authorized vide Development Agreement and Development Power of Attorney dated 10th November, 2025 registered at the office of the D.S.R. III, South 24 Parganas and recorded in Book No: I, Volume No: 1603-2025, Pages from 557705 to 557740 bearing No: 160320618 for the year 2025 for the year 2024 hereinafter jointly referred to as the "**OWNERS**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include in respect of the companies their respective successor or successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners) of the **FIRST PART**;

### AND

**"BISWARUP SAMADDER"** [PAN: AUQPS2353G, AADHAAR NO: 9394 6963 8050,] son of Late Sudhir Kumar Samadder, [DOB: 01.07.1977] by faith Hindu, by Nationality Indian, by Occupation Business, residing at 164/A, Bidhan Pally P.O: Garia. P.S: Bansdrone, Kolkata: 700084 and having his registered office at 164/A, Bidhan Pally P.O: Garia. P.S: Bansdrone, Kolkata: 700084 hereinafter referred to as the "**DEVELOPER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners) of the **SECOND PART**;

### AND

#### [If the Allottee is a company]

\_\_\_\_\_, (CIN no.\_\_\_\_\_) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at \_\_\_\_\_, (PAN

\_\_\_\_\_), represented by its authorized signatory, \_\_\_\_\_, (Aadhar no. \_\_\_\_\_) duly authorized vide board resolution dated \_\_\_\_\_, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees) of the **THIRD PART**;

[OR]

**[If the Allottee 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 "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners) of the **THIRD PART**;

[OR]

**[If the Allottee is an Individual]**

Mr. / Ms. \_\_\_\_\_, (Aadhar no. \_\_\_\_\_) son / daughter of \_\_\_\_\_, aged about \_\_\_\_\_, residing at \_\_\_\_\_, (PAN \_\_\_\_\_), hereinafter called the "Allottee" (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**;

[OR]

**[If the Allottee 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 "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees) of the **THIRD PART**.

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

The Developer and Allottee shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

**WHEREAS:**

- A. By a virtue of a Gift Deed dated 13.09.1988, the Refugee Relief and Rehabilitation Department of Government of West Bengal through the Governor gifted a piece and parcel of land admeasuring 4 Cottahs 14 Chittacks more or less situated at Mouza: Kamdahari, comprised in C.S. Plot No. 116(P), J.L. No. 49, E.P. No. 131, S.P. No. 135, presently within the limits of the Kolkata Municipal Corporation, Ward No.111 at Kolkata Municipal Corporation Premises No: 55, Bidhan Pally, P.S: Bansdroni, in the District of South 24 Parganas, having its Sub Registrar Office at Alipore, South 24 Parganas to and in favour of the Pankaj Kumar Datta, which was registered at the office of Additional District Registrar, Alipore, South 24 Parganas and recorded in Book No: I, Volume No: 39, Pages from 113 to 116, being No: 2879, for the year 1988.
- B. Pankaj Kumar Datta became the absolute and lawful owner of the piece and parcel of land admeasuring 4 Cottahs 14 Chittacks more or less situated at Mouza: Kamdahari, comprised in C.S. Plot No. 116(P), J.L. No. 49, E.P. No. 131, S.P. No. 135, presently within the limits of the Kolkata Municipal Corporation, Ward No.111 at Kolkata Municipal Corporation Premises No: 55, Bidhan Pally, P.S: Bansdroni, in the District of South 24 Parganas. Pankaj Kumar Datta also mutated his name at the office of Kolkata Municipal Corporation under Assesse No: 31110300558.
- C. Pankaj Kumar Datta decided to construct 2 storied Building in the said landed property lying and situated at Mouza: Kamdahari, comprised in C.S. Plot No. 116(P), J.L. No. 49, E.P. No. 131, S.P. No. 135, presently within the limits of the Kolkata Municipal Corporation, Ward No.111 at Kolkata Municipal Corporation Premises No: 55, Bidhan Pally, P.S: Bansdroni, in the District of South 24 Parganas, for his better living.
- D. By a virtue of a Gift Deed dated 18.11.2019, Pankaj Kumar Datta transferred, acquired, gifted his All that Entire First Floor measuring Super Built up area of 1540 Square Feet of the said 30 year old 2 (Two) storied Building consisting 1(One) Bed Room, 1(One) Kitchen, 1 (One) Toilet, 1 (One) W.C., 1 (One) Sitting Room, 1 (One) Dining Cum Drawing, 1 (One) Study Room, of the 2 (Two) Storied Building together

with right, title, interest in undivided proportionate share in land attributed to the first floor; lying and situated at Mouza: Kamdahari, comprised in C.S. Plot No. 116(P), J.L. No. 49, E.P. No. 131, S.P. No. 135, presently within the limits of the Kolkata Municipal Corporation, Ward No.111 at Kolkata Municipal Corporation Premises No: 55, Bidhan Pally, P.S: Bansdroni, in the District of South 24 Parganas to and in favour of his wife namely Sharmila Dutta which was registered at the office of District Sub Registrar, Alipore, South 24 Parganas and recorded in Book No: I, Volume No: 1601-2019, Pages from 167040 to 167064, being No. 160103395, for the year 2019.

E. Sharmila Dutta became the absolute and lawful owner and possessor of the above mentioned property, being Kolkata Municipal Corporation Premises No. 55, Bidhan Pally, P.S: Bansdroni, in the District of South 24 Parganas, having its Sub Registrar Office at Alipore, South 24 Parganas, in Ward No. 111, called and referred to as the said premises is free from all the encumbrances.

F. By a virtue of a Gift Deed dated 04.07.2024, Sharmila Dutta transferred, acquired, gifted her All that Entire First Floor measuring Super Built up area of 1540 Square Feet up of the said 30 year old 2 (Two) storied Building consisting 1(One) Bed Room, 1(One) Kitchen, 1 (One) Toilet, 1 (One) W.C., 1 (One) Sitting Room, 1 (One) Dining Cum Drawing, 1 (One) Study Room, together with right, title, interest in undivided proportionate share in land attributed to the first floor; lying and situated at Mouza: Kamdahari, comprised in C.S. Plot No. 116(P), J.L. No. 49, E.P. No. 131, S.P. No. 135, presently within the limits of the Kolkata Municipal Corporation, Ward No.111 at Kolkata Municipal Corporation Premises No: 55, Bidhan Pally, P.S: Bansdroni, in the District of South 24 Parganas to and in favour of his wife namely Sharmila Dutta which was registered at the office of District Sub Registrar, Alipore, South 24 Parganas to and in favour of her husband namely Pankaj Kumar Datta which was registered at the office of District Sub Registrar-III Alipore, South 24 Parganas and recorded in Book No: I, Volume No: 1603-2024, Pages from 294720 to 294740, being No: 160310892, for the year 2024.

G. Pankaj Kumar Datta became the absolute and lawful owner of the piece and parcel of land admeasuring 4 Cottahs 14 Chittacks more or less along with 2 (Two) storied Building standing thereon, lying and situated at Mouza: Kamdahari, comprised in C.S. Plot No. 116(P), J.L. No. 49, E.P. No. 131, S.P. No. 135, presently within the limits of the

Kolkata Municipal Corporation, Ward No.111 at Kolkata Municipal Corporation Premises No: 55, Bidhan Pally, P.S: Bansdrani, in the District of South 24 Parganas, called and referred to as the said premises is free from all the encumbrances.

- H. The Owner and the Developer have entered into a Development Agreement and Development Power of Attorney dated 10th November, 2025 registered at the office of the D.S.R. III, South 24 Parganas and recorded in Book No: I, Volume No: 1603-2025, Pages from 557705 to 557740 bearing No: 160320618 for the year 2025.
- I. The Owners/Vendors caused to be obtained various permissions approvals and/or consents for undertaking a Building named **"AROOHI APARTMENT"** on the entirety of the said land and also caused a map or plan which was sanctioned Building Plan No: **2025110005 dated 05.08.2025** (hereinafter referred to as the said PLAN) sanctioned by the Kolkata Municipal Corporation for undertaking the construction of the said Project.
- J. The Developer has registered the Real Estate Project with the Regulatory Authority appointed under the West Bengal Housing Industry Regulation Act 2017 having Registration No: \_\_\_\_\_ dated \_\_\_\_\_.
- K. Pursuant to Application made by the Allottee dated \_\_\_\_ and the Developer granted allotment by a Booking Confirmation Letter dated \_\_\_\_\_ was issued to the allottee. Thereafter by an Agreement for Sale dated \_\_\_\_\_ and recorded in Book No: I , Volume No.\_\_\_\_ , Pages \_\_\_\_\_ to \_\_\_\_\_ , Being No.\_\_\_\_ for the year \_\_\_\_\_ the Developer agreed to sell and the Allottee agreed to purchase ALL THAT the Unit No..... on the .... floor of Type - ..... the situation whereof is shown in the master plan annexed hereto and bordered in Red, containing by admeasuring ..... Sq. Ft. carpet area corresponding to \_\_\_\_\_ Sq.Ft Built Up area TOGETHER WITH the pro-rata share in the common parts, portions, areas, facilities, and amenities working out to ..... Sq. Ft. Super Built-up area TOGETHER WITH the ..... Dependent/Independent car(s) parking Space more fully and particularly described in the SECOND SCHEDULE hereunder written (hereinafter referred to as the SAID UNIT AND THE PROPERTIES APPURTENANT THERETO) at or for a consideration of Rs..... (Rupees ..... only) more fully described in the THIRD SCHEDULE hereunder written.

L. The Allottee has: -

- 1) Fully satisfied himself/herself/ itself as to the title of the Owners/Vendors and the right of the Developers in respect of the said land.
- 2) Inspected the said Development Agreements cum General Power of Attorney entered into between the Owners/Vendors and the Developer.
- 3) Inspected the plan sanctioned by the authorities concerned in respect of the building constructed by the Developer and agreed not to raise any objection with regard thereto.
- 4) Verified the location and site of the Unit including the egress and ingress hereof, specifications of the Unit and of the complex and also the area of the Unit and agreed not to dispute the same.
- 5) Confirmed that the right of the Allottee shall remain restricted to the said Unit and the Properties Appurtenant Thereto.
- 6) Examined and satisfied himself/herself/itself about the General Terms and Conditions as contained in the Agreement for Sale dated \_\_\_\_\_ and agrees to abide by it.
- 7) Confirmed that the Owners/Vendors shall be entitled to change and/or alter and/or modify the said Plan including change of use of any part or portion of the buildings to be constructed erected and completed on the said land and in that event the Allottee shall have no objection to the application of common facilities to various extensions of the Project.
- 8) Satisfied himself/herself/itself as to the carpet/built-up area to comprise in the said Unit and also the common parts/portions which would be common for all the residents/occupants of the various Units comprised in the said building and has agreed not to challenge or dispute the same in any manner whatsoever or howsoever.
- 9) Structural stability of the Building.
- 10) Construction of the Building and the Unit.
- 11) The fittings and fixtures installed at the said Unit and the Building.
- 12) Completion and finishing of the Unit and the Building.
- 13) The situation of car parking space.
- 14) The supply of water and electricity to the Unit and the Building.
- 15) The common facilities and amenities of the Building.

M. The words defined in the Agreement for Sale shall have the same meaning in these presents and unless there is anything in the subject

or context inconsistent with the said expressions in such a case they shall have the meaning assigned to them.

**NOW THIS INDENTURE WITNESSETH** that pursuant to the said Agreement for Sale and in consideration of the sum of Rs. ....../-(Rupees .....only). of the lawful money of the Union of India well and truly paid by the Allottee to the Developer (the receipt whereof the Developer doth hereby admit and acknowledge and of and from the same and every part thereof forever acquit, release and discharge the Allottee and the said Unit and properties appurtenant thereto) the Owners/Vendors doth hereby grant, transfer, convey, assign and assure and the Developer doth hereby confirm and assure unto and in favour of the Allottee All that the said Unit No ..... on the .... Floor, Unit Type-\_\_\_ in the Building containing carpet area of \_\_\_\_\_ Sq.Ft corresponding to a built-up area of ..... Sq. Ft. be the same a little more or less corresponding to \_\_\_\_\_ Sq.Ft. Super Built-Up area more fully and particularly described in the Second Schedule hereunder written but excepting the Reserved and Excluded areas and reserving the easement and other rights and other measures as specified in the Application Form, Booking Confirmation Letter and Agreement for Sale (all of which are here to fore as well as hereinafter collectively referred to as the SAID UNIT AND THE RIGHTS AND PROPERTIES APPURTENANT THERETO), absolutely and forever free from all encumbrances, charges, liens, attachments, trusts, whatsoever or howsoever AND TOGETHER WITH the right to use the common areas installations and facilities as described in detail in Schedule-D to the Agreement for Sale in common with the Co-Allottees and the other lawful occupants of the Building AND TOGETHER WITH all easements or quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said Unit And the Rights And Properties Appurtenant thereto TO HAVE AND TO HOLD the said Unit and the Rights and Properties Appurtenant thereto hereby granted, transferred and conveyed and every part or parts thereof unto and to the use of the Allottee.

**AND THE OWNERS /VENDORS AND THE DEVELOPER DO AND EACH OF THEM DOTH HEREBY COVENANT WITH THE ALLOTTEE AS FOLLOWS:**

- a. Notwithstanding any act deed matter or thing whatsoever by the Owners/Vendors or the Developers done or executed or knowingly suffered to the contrary the Owners/Vendors is or the Developers are now lawfully rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to Said Unit And The Rights And Properties Appurtenant thereto hereby granted sold conveyed, transferred, assigned or intended so to be and every part thereof for a

perfect and indefeasible estate or inheritance without any manner or conditions use trust encumbrances or make void the same.

- b. Notwithstanding any act deed or thing whatsoever done as aforesaid the Owners/Vendors and the Developer now have good right full power and absolute authority to grant convey transfer sell and assign all and singular the Said Unit And The Rights And Properties Appurtenant thereto hereby conveyed transferred or expressed so to be unto and to the use of the Allottee in the manner as aforesaid.
- c. The said Unit And The Rights And Properties Appurtenant thereto hereby granted and conveyed or expressed or intended so to be is now free from all claims, demands, encumbrances, liens, attachments, leases and trust made or suffered by the Owners/Vendors or the Developer or any person or persons having or lawfully or equitably claiming any estate or interest thereon through under or in trust for the Owners/Vendors or the Developers.
- d. The Allottee shall and may at all times hereafter peaceably and quietly hold possess and enjoy the Said Unit And The Rights And Properties Appurtenant thereto and receive all the rents issues and profits thereof without any lawful eviction interruption claims or demands whatsoever by the Owners/Vendors or the Developers or any person or persons having or lawfully or equitably claiming as aforesaid.
- e. The Allottee shall be freed cleared and absolutely discharged saved harmless and kept indemnified against all estates, charges, encumbrances liens, attachments, or trust or claims and demands whatsoever created occasioned or made by the Owners/Vendors or the Developers or any person or persons lawfully or equitably claiming as aforesaid.
- f. AND FURTHER THAT the Owners/Vendors or the Developer and all persons having or lawfully or equitably claiming any estate or interest in the Said Unit And the Rights And Properties Appurtenant thereto or any part thereof through under or in trust for the Owners/Vendors or the Developer shall and will from time to time and at all times hereafter at the request and cost of the Allottee make do and execute or cause to be made done and executed all such further lawful acts deeds or things whatsoever for further better or more perfectly assuring the Said Unit And The rights And Properties Appurtenant thereto and every part thereof unto and to the use of the Allottee in the manner as aforesaid as shall or may be reasonably required.
- g. The Owners/Vendors and the Developer have not at any time done or executed or knowingly suffered or been party to any act deed or thing whereby and the Said Unit And the Rights And Properties



Appurtenant thereto hereby granted transferred and conveyed or expressed so to be or any part thereof is can or may be impeached encumbered or affected in title or otherwise.

- h. The Developer doth hereby further covenant with the Allottee that unless prevented by fire or some other irresistible force shall from time to time and at all times hereafter upon every reasonable request and at the costs of the Allottee shall produce or cause to be produced to the Allottee or to his/her/its attorneys or agents at or before any trial examination or commission for inspection or otherwise as occasion shall require the title deeds in connection with the Said Unit and also shall at the like request and costs of the Allottee deliver to the Allottee such attested or other true copies or extracts therefrom as the Allottee may require and will in the meantime unless prevented as aforesaid keep the same un-obliterated and un-cancelled.

**AND THE ALLOTTEE SHALL TO THE END AND INTENT THAT THE OBLIGATIONS AND COVENANTS HEREINAFTER CONTAINED SHALL AT ALL TIMES HEREAFTER RUN WITH THE OWNERSHIP AND POSSESSION OF THE SAID UNIT AND THE RIGHTS AND PROPERTIES APPURTENANT THERETO HEREBY CONVEYED HEREBY COVENANT WITH THE OWNERS/VENDORS AND THE DEVELOPERS AS FOLLOWS:**

- a. To observe, perform, comply with and fulfill the obligations, covenants and conditions on his/her/its/their part to be observed and performed contained in the Application Form, the Booking Confirmation Letter and the Agreement for Sale as part and parcel of these presents.
- b. To become member and/or share holder, as the case may be, of the Unit Owners Association, upon its formation, without raising any objection whatsoever and also co-operate with the Holding Organisation to be formed as be deemed necessary and expedient by the Developers and also abide by all the rules and regulations restrictions and bye-laws as be framed and/or made applicable by the Developers and/or the holding Organisation for the common purposes and shall also sign and execute all papers, documents and applications for the purpose of formation of the Holding Organisation and to do all the necessary acts deed and things.
- c. Not to hold the Developer liable for rendering any accounts or explanation of any expenses incurred by it in its acts relating to the Common Purposes or to furnish any vouchers, bills, documents etc. in any manner and the Allottee as well as the Holding Organisation shall remain liable to indemnify and keep indemnified the Developers and/or any person or persons nominated, appointed and/or authorized by the Developers for all liabilities due to non-fulfillment of

their respective obligations contained herein by the Allottee and/or the Holding Organisation.

**THE FIRST SCHEDULE ABOVE REFERRED TO  
(THE PROJECT)**

**ALL THAT** piece and parcel of land admeasuring 4 Cottahs, 14 Chittaks, more or less at Premises No: 55, Bidhan Pally, comprised in C.S. Dag No: 116(P) under E.P. No: 131, S.P. No: 135, Mouza: Kamdahari, J.L. No: 49, P.O: Garia, P.S: Bansdrani, Kolkata: 700084, within the limits of Ward No: 111 of Kolkata Municipal Corporation butted and bounded as follows:

On the North : By Part of land and structure of E.P. No: 130;  
On the South : By Part of 18 Feet wide Municipal Road;  
On the East : By Part of Land and Structure of E.P. No: 132;  
On the West : By Part of 10 Feet Municipal Road.

**THE SECOND SCHEDULE ABOVE REFERRED TO  
(THE SAID UNIT)**

**ALL THAT** the Unit No.\_\_\_\_ on the \_\_\_\_ Floor of the Building admeasuring \_\_\_\_ Sq.Ft (Carpet Area/Chargeable Area) corresponding to \_\_\_\_ Sq.Ft (Built Up Area) and \_\_\_\_ Sq.Ft (Super Built Up Area) in the project named **“AROOHI APARTMENT”** under construction on the Land mentioned in the First Schedule demarcated in the floor plan annexed hereto and externally bordered in **RED** and marked **ANNEXURE-2 Together with** \_\_\_\_ Car Parking Space Covered(Dependent/Independent) located on the Ground Floor of the Building and pro-rata share in the Common areas.

**THE THIRD SCHEDULE ABOVE REFERRED TO  
(THE COMMON AREAS AND FACILITIES)**

1. Main gate of the said Premises and common passage.
2. Installation of common services viz. electricity, water pipes, sewerage, drains, rain water pipes.
3. Water pump with motor and pump house.
4. 24 hours supply of water from overhead tank to the respective flats.

5. Lighting in the common space, passage, staircase, including fixture and fittings.
6. Common electric meter and box.
7. The foundation column, beams supports, corridors, lobbies, stair ways, entrance and exit, pathways.
8. Drains, sewerage from the premises to the main road.
9. Underground and overhead water reservoir.
10. Drainage pipes from the units to the drains and sewer connection to the premises.
11. Meter room.
12. Boundary walls of the premises including outside wall of the building and main gate.
13. Roof of the top floor of the building.
14. Such other common parts, areas, equipment, installations, fixtures, fittings, covered and open space in or about the said premises of the building as are necessary for use and occupancy of the units as are required.

**THE FORTH SCHEDULE ABOVE REFERRED TO**  
**(THE COMMON EXPENSES)**

1. **MAINTENANCE:** All expenses for cleaning, sweeping, maintaining, white washing, painting, repairing, renovating and replacing the including sanitary and plumbing.
2. **OPERATION:** All expenses for running and operating all machineries equipment and installation in common parts including water pump with motor and lighting the common areas generator if any including the costs of repairing renovating and replacing the same.
3. **INSURANCE:** Insurance premium against fire, riot, strike, malicious damages, earthquake etc. risks covering the said Flat and the said building (if any).
4. **MUNICIPAL LAND REVENUE AND OTHER TAXES:** Municipal Land Revenue and other taxes and outgoing that may be from time to time levied against the land and / or building including water and water chargers.

5. **STAFF:** The salaries or all other expenses for the Staff Employee or to be employed for common purpose including their bonus, if any and other emoluments benefits.
6. **FLAT OWNERS ASSOCIATION:** Establishment and all other expenses of the Association including its formation establishment and miscellaneous expenses of the building or any agency of them looking after common purpose until handing over the same to the Association upon completion of sale and registration at all the flats in the said building to the respective purchaser and others.
7. **RESERVE:** Creation of funds for replacement, renovation and I or periodic expenses.
8. **OTHER:** All other expenses and / or outgoing including litigation expenses as may be incurred by the builder and I or the Association for common purpose.

#### **MEMO OF CONSIDERATION**