

DEED OF CONVEYANCE

THIS INDENTURE made this__ day of_____ Two Thousand _____

By and Between

(1) SRI ANUP KUMAR DAS [PAN: BVEPD0609J], son of Late Ajit Das, by faith Hindu, by Nationality Indian, by occupation Service, **(2) SRI ANUNAY DAS** [PAN: AAUPD0035A], son of Late Ajit Das, by faith Hindu, by Nationality Indian, by occupation Service, **(3) SMT. SUTAPA ROY** [PAN: CITPR0921E], wife of Kanu Roy and daughter of Late Ajit Das, by faith Hindu, by Nationality Indian, by occupation Housewife, **(4) SMT. MANDA DAS** [PAN: BVYPD6724L], wife of Late Anupam Das, by faith Hindu, by Nationality, by occupation Housewife, **(5) SRI ABHIJIT DAS** [PAN: HANPD8933F], son of Late Anupam Das, by faith Hindu, by Nationality Indian, by occupation Service, **(6) SRI BISWAJIT DAS** [PAN: CPOPD6457F], son of Late Anupam Das, by faith Hindu, by Nationality Indian, by occupation Service, all are residing at E/55, Ramgarh, Block-E, Raja S.C. Mullick Road, P.O: Naktala, P.S: Netaji Nagar, Kolkata: 700047 represented by their constituent attorney **"M/S. RADHA MADHAB DEVELOPERS"** a Partnership firm, having its registered office at 116, Kalikapur Road, (Postal Premises No: 36/3/2, Kalikapur, Vivekananda Pally), P.O: Haltu, P.S: Garfa, Kolkata: 700078, represented by its partners namely **(1) MRS. DEBARATI DATTA** [PAN: ASEPD9768N,] wife of Sri Amlan Datta, by faith Hindu, by Nationality Indian, by occupation Business, **(2) MR. AMLAN DATTA** [PAN: AGSPD3378C], son of Late Atul Krishna Dutta, by faith Hindu, by Nationality Indian, by occupation Business, both residing at 36/3/2, Kalikapur, Vivekananda Pally, P.O: Haltu, P.S: Garfa, Kolkata: 700078 authorized vide Development Power of Attorney dated 24th May, 2023 registered at the office of the District Sub-Registrar – III, South 24 Parganas and recorded in Book No: I, Volume No: 1603-2024, Pages from 204265 to 204283 bearing No: 160307240 for the year 2023 hereinafter jointly 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

“M/S. RADHA MADHAB DEVELOPERS” a Partnership firm, having its registered office at 116, Kalikapur Road, (Postal Premises No: 36/3/2, Kalikapur, Vivekananda Pally), P.O: Haltu, P.S: Garfa, Kolkata: 700078, represented by its partners namely **(1) MRS. DEBARATI DATTA** [PAN: ASEPD9768N,] wife of Sri Amlan Datta, by faith Hindu, by Nationality Indian, by occupation Business, **(2) MR. AMLAN DATTA** [PAN: AGSPD3378C], son of Late Atul Krishna Dutta, by faith Hindu, by Nationality Indian, by occupation Business, both residing at 36/3/2, Kalikapur, Vivekananda Pally, P.O: Haltu, P.S: Garfa, Kolkata: 700078 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 10.01.1990, the Refuge Relief and Rehabilitation Department, Government of West Bengal, gifted a piece of land admeasuring 3 Cottahs 14 Chittacks 00 Square Feet, little more or less, lying and situated at Mouza: Baishnabghata, J.L. No: 28, comprised in C.S. Dag No: 389(P), under E.P. No: 158, S.P. No: 398, P.S: formerly Sadar Tollygunge then Jadavpur thereafter Patuli now Netaji Nagar, within the limits of The Kolkata Municipal Corporation, under Ward No: 100, Sub- Registry office A.D.S.R., Alipore, in the District: South 24- Parganas to and in favor of Ajit Das alias Ajit Kr. Das (now deceased), son of Late Satish Chandra Das, residing at Ramgarh Colony, P.O: Naktala, P.S: Netaji Nagar, Kolkata: 700047, District: South 24 Parganas, which was registered in the office of the Additional District Registrar, Alipore, and recorded in the Book No: I, Volume No: I, Pages from 77 to 80, being No: 20 for the year 1990.

- B. Ajit Das alias Ajit Kr. Das (now deceased) became the absolute and lawful owner of the land admeasuring 3 Cottahs 14 Chittacks 00 Square Feet, little more or less, lying and situated at Mouza: Baishnabghata, J.L. No: 28, comprised in C.S. Dag No: 389(P), under E.P. No: 158, S.P. No: 398, P.S: formerly Sadar Tollygunge then Jadavpur thereafter Patuli now Netaji Nagar, within the limits of The Kolkata Municipal Corporation, under Ward No: 100, Sub-Registry office A.D.S.R., Alipore, in the District: South 24-Parganas, being Premises No: 87/12/357E, Raja Subodh Chandra Mullick Road, Kolkata: 700047. Ajit Das alias Ajit Kr. Das (now deceased) mutated his name in the records of the Kolkata Municipal Corporation under Assesse No: 231000802832.
- C. Ajit Das alias Ajit Kr. Das (now deceased) has gone missing on and from 7th August, 2003, a missing diary was lodged with Jadavpur Police Station which was numbered as 703, dated 08.08.2003. Beside this, a missing status of Ajit Das was published in the Bengali Newspaper “Ananda Bazar Patrika” and “Gana Shakti” dated 24.08.2003 and 31.08.2003 respectively. The Missing status of Ajit Das was also broadcasted in All India Radio, Doordarshan Kendra, Kolkata and missing person squad of C.I.D., West Bengal was also informed. Unfortunately Ajit Das has not be heard of for more than seven years from the date of his missing and the Police authority couldn't inform about the whereabouts of Ajit Das.
- D. After the missing of said Ajit Das, his surviving legal heirs that is his three sons namely (1) Mr. Anup Kumar Das, (2) Mr. Anunay Das and (3) Mr. Anupam Das and only married daughter namely Sutapa Roy, file a Title Suit vide No: 1589/2018, before the Learned 4th Court of the Civil Judge (Junior Division) Alipore, South 24 Parganas, prayer to declare that Ajit Das is deemed to be dead as he is unheard for more than seven years from the date of missing. His wife Gita Rani Das died intestate on 10.05.1996.
- E. Learned 4th Court of the Civil Judge (Junior Division) Alipore, South 24 Parganas, passed an order dated 30.09.2022 and declare that said Ajit Das is presumed to be dead in view section 108 of Evidence Act.
- F. Anupam Das, one of the surviving legal heirs of Ajit Das, died intestate on 01.02.2019, leaving behind his wife Smt. Manda Das and

two sons namely Mr. Abhjit Das and Mr. Biswajit Das as his legal heir and heiress as per the Hindu Succession Act, 1956.

- G. Thus, Mr. Anup Kumar Das, Mr. Anunay Das, Smt. Sutapa Roy, Smt. Manda Das, Sri Abhijit Das and Sri Biswajit Das, became the absolute and lawful owner of the piece admeasuring 3 Cottahs 14 Chittacks 00 Square Feet more or less, lying and situated at Mouza: Baishnabghata, J.L. No: 28, comprised in C.S. Dag No: 389 (P), under E.P. No: 158, S.P. No: 398, Sub Registry office A.D.S.R., Alipore, being Premises No: 87/12/357E, Raja Subodh Chandra Mullick Road, Ward No: 100, P.S: Jadavpur thereafter Patuli now Netaji Nagar, Kolkata: 700047, District : South 24 Parganas. Said Mr. Anup Kumar Das, Mr. Anunay Das, Smt. Sutapa Roy, Smt. Manda Das, Sri Abhijit Das and Sri Biswajit Das mutated their names in the records of the Kolkata Municipal Corporation under Assesse No: 211000841321.
- H. The Owner and the Developer have entered into a Development Agreement dated 24th May, 2023 registered at the office of the District Sub-Registrar – III, South 24 Parganas and recorded in Book No: I, Volume No: 1603-2023, Pages from 204133 to 204171 bearing No: 160307233 for the year 2023.
- I. Subsequently the Owner, in favour of the Developer, executed Joint Development Power Of Attorney dated 24th May, 2023 registered at the office of the District Sub-Registrar – III, South 24 Parganas and recorded in Book No: I, Volume No: 1603-2023, Pages from 204265 to 204283 bearing No: 160307240 for the year 2023.
- J. The Owners/Vendors caused to be obtained various permissions approvals and/or consents for undertaking a Building named “BHORER ALOO” on the entirety of the said land and also caused a map or plan which was sanctioned Building Plan No: 2024100241 dated 07.02.2025 (hereinafter referred to as the said PLAN) sanctioned by the Kolkata Municipal Corporation for undertaking the construction of the said Project.
- K. 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 _____.

L. 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 Right to use 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.

M. 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.

N. 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/- (Rupeesonly). 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 3 Cottahs 14 Chittaks 00 Suare Feet more or less, lying and situated at Premises No: 87/12/357E, Raja Subodh Chandra Mullick Road, at Mouza: Baishnabghata, J.L. No: 28, comprised in C.S. Dag No: 389 (P), under E.P. No: 158, S.P. No: 398, P.O: Naktala, P.S: Jadavpur thereafter Patuli now Netaji Nagar, Kolkata: 700047, within the limits of Ward No: 100, Borough No: X, Kolkata Municipal Corporation butted and bounded as follows:

On the North : By Part of E.P. No: 159 & 159A;
On the South : By Part of Colony Road;
On the East : By Part of Colony Road;
On the West : By Part of Colony 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 **“BHORER ALOO”** 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** the right to use ____ 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, equipments, 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 equipments 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