

8954/19

I-8418/2019



पश्चिम बंगाल WEST BENGAL

30AB 512999

17/9  
12-20  
8-1461944

**DEVELOPMENT AGREEMENT**

**THIS DEED OF AGREEMENT** is made on this 17<sup>th</sup> day of September, Two Thousand Nineteen (2019)

2k bch 30.50%  
+ 100% RTD

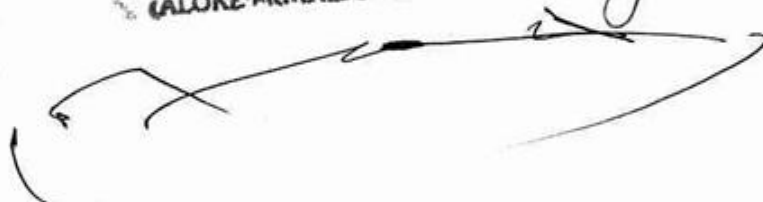
Certified that the document is suitable to registration. The Signature Sheet and endorsement Sheet Attached to the document are the part of the document.

*[Signature]*  
Additional District Sub-Registrar  
Comptons, Dum Dum, 24-Pgs. (North)

7 SEP 2019

No. 1823 Value 104  
Date 16/9/2019  
Sold to .....  
Address .....  
Vendor.. .....  
Sealdah Civil Court  
(ALOKA MUKHERJEE)

Dipankar Mandal  
Adv.  
High court  
At



Sri Kamal Sutrachar  
No H. Krishna. Ch. Sutrachar  
24/66, Seessore Road, Kml. 28.  
P.O. and P.S. Dum Dum,  
Dist: (N) 24 PWS.  
Occa. Business.

✓  
Dist. District Sub-Registrar  
Dum Dum - North 24 Parganas  
7 SEP 2019

**BETWEEN**

**"M/S. NEW HORIZON"** (Pan No. AAIFN4338A) a registered partnership firm having its office at 466/A, P.K. Guha Road, Kolkata -700028, P.O. Dum Dum, P.S. Dum Dum, being represented by its sole partners namely **1) SRI ASHIM MALAKAR**, son of Late Suklal Malakar, by faith Hindu, by occupation Business, Pan No. ANEPM7282K, residing at 2 ½ Airport Gate, Motilal Colony, P.O. Rajbari, P.S. Dum Dum, Kolkata - 700081, District : North 24-Parganas, West Bengal, **2) SRI RATNANKUR SENGUPTA**, son of Late Ratan Sengupta, by faith - Hindu, by Nationality - Indian, by Occupation - Business, Pan No. ARFPS7328P, residing at 422, Motilal Colony, P.O. Rajbari, P.S. Dum Dum, Kolkata -700081, District : North 24-Parganas, West Bengal, **3) SRI. AJIT DAS** son of Sri Rabindra Chandra Das, by faith Hindu, by occupation Business, Pan No AFYPD3524M, residing at 466A, P.K. Guha Road, P.S. & P.O. Dum Dum, Kolkata- 700028, District: North-24-Parganas, West Bengal, **4) SRI RANOJ RAY CHAUDHURI**, son of Late Amrita Lal Ray Chaudhuri, by faith Hindu, by occupation Business, Pan No. AFNPR3845N, residing at 78, Kabi Mukunda Das Road, P.S. Dum Dum, P.O. Rabindra Nagar, Kolkata-700065, District: North 24-Parganas, West Bengal, hereinafter jointly called the **"OWNERS/VENDORS"** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include her heirs, executors, successors, administrators legal representatives and assigns) of the **FIRST PART.**

**AND**

**M/S. BETOP HOUSING DEVELOPERS PRIVATE LIMITED,(Pan No. AAFCB3007J)** a Private Limited Company registered under Indian Companies Act. having its Principal Place of Business at 466A, P.K. Guha Road, Police Station Dum Dum, Kolkata - 700 028, being represented by its Director **SRI RATNANKUR SENGUPTA**, son of Late Ratan Sengupta, by faith Hindu, by Nationality Indian, by Occupation - Business, Pan No. ARFPS7328P, residing at 422, Motilal Colony, P.O. Rajbari, P.S. Dum Dum, Kolkata - 700081, hereinafter called the **"PROMOTER/DEVELOPER"** (which terms or expression shall unless excluded by or repugnant to context or subject be deemed to mean and include his successors-in-office, executors, administrators, legal representatives and assigns) of the **SECOND PART.**

**WHEREAS** by a registered Deed of Conveyance dated 24<sup>th</sup>. Day of January, 1964, Santi Ranjan Das and Madhab Ch. Das, both S/o. Late Suresh Chandra Das purchased a land from Sri Manmohan Sarkar, S/o. Late Sashi Bhusan Sarkar and Upendra Mohan Singh, S/o. Late Umacharan Singh ALL THAT piece and parcel at land measuring 7.87 Decimal(4 Cottahs 13 Chittacks 16 Sq.ft.) and the said Deed was registered in the office of the Sub-Registry Cossipore, Dum Dum, same was recorded in Book No. - I, Volume No. - 10, Pages 126 to 129 being 259 in the year 1964.

**AND WHEREAS** after purchased the aforesaid premises the schedule of property hereunder Santi Ranjan Das and Madhab Ch. Das pay all Khanjana and got receipt from the competent authority.

**AND WHEREAS** Madhab Chandra Das was died on 06.06.2000 and after his dead undivided share has been devolved to his wife Smt. Reba Das was died on 24.05.2007 and one son Sri Prabir Das and Four Daughter namely Smt. Soma Dutta, Smt. Ruma Das, Smt. Srabani Dey(Das) and Smt. Jhuma Debnath.

**AND WHEREAS** Santi Ranjan Das also died of 24.11.2002, after his death his undivided fifty percent share of the land also devolved to his legal heirs.

**AND WHEREAS** Sri Prabir Das, Smt. Soma Dutta, Smt. Ruma Das, Smt. Srabani Dey(Das) and Smt. Jhuma Debnath are the Fifty percent undivided legal owner of this Land and Rest Fifty percent owner is legal heirs of Late Santi Ranjan Das.

**AND WHEREAS** the said Sri Prabir Das, Smt. Soma Dutta, Smt. Ruma Das, Smt. Srabani Dey(Das) and Smt. Jhuma Debnath are the undivided Fifty percent legal owner i.e. became the owners of 2 Cottahs 06 Chittacks 30.5 Sq.ft. along with 100 Sq.ft. Tiles Shed on the Ground Floor, out of total land measuring an 4 Cottahs 13 Chittacks 16 Sq.ft. more or less along with 200 Sq.ft. Tiles Shed on the Ground Floor more or less thereon lying and situated at Mouza -Sultanpur, J.L. No. 10, R.S. No. 148, Touzi No. 173, Khatian No. 235, Dag No. 2043 & 2091 & 2070, P.S. Dum Dum, under Dum Dum Municipality, Ward No. 04, in the District 24 Parganas, at **Holding No. 25/2, Pulin Avenue, Kolkata-700081**, in the District 24 Parganas (North), more fully and particularly described in the schedule hereunder. written hereinafter called the said property .

**AND WHEREAS** the Owners herein are in possession and enjoyment in respect of the said undivided Fifty percent legal owner i.e. became the owners of 2 Cottahs 06 Chittacks 30.5 Sq.ft. along with 100 Sq.ft. Tiles Shed on the Ground Floor, out of total land measuring an 4 Cottahs 13 Chittacks 16 Sq.ft. more or less along with 200 Sq.ft. Tiles Shed on the Ground Floor more or less of land by mutating her name in the recorded of the Dum Dum Municipality under **Holding No. 25/2, Pulin Avenue, Kolkata-700081**, P.S. Dum Dum, Ward No.04 which is herein referred to as the said Holding and morefully described in Schedule hereinbelow.

**AND WHEREAS** the party hereto of the First Part being the Land Owner being declare to develop the said premises to constructing multi storied building but due to lack of experience in construction work and paucity of funds have been in search of developer who can undertakes the responsibility of the proposed construction of a multi storied building at her own cost and arrangement to be desired out of the advanced amount receivable from the prospective purchasers of the proposed flat or apartment in the said proposed building at the cost of and arrangement of the developer.

**AND WHEREAS** the Owner having been thus approached by the developer herein are agreeable to allow he developer the said premises on the terms and conditions stipulated hereunder:-

**NOW THIS AGREEMENT WITNESSETH** and it is hereby agreed by and between the parties herein on the terms and conditions stipulated herein below.

1. **DEFINITION:** In these Premises unless there is anything, repugnant to or inconsistent with.

1.1 **OWNERS:** Shall mean the said "**M/S. NEW HORIZON**", a registered partnership firm having its office at 466/A, P.K. Guha Road, Kolkata -700028, P.O. Dum Dum, P.S. Dum Dum, being represented by its sole partners namely **1)SRI ASHIM MALAKAR**, son of Late Suklal Malakar, by faith Hindu, by occupation Business, Pan No.ANEPM7282K, residing at 2 ½ Airport Gate, Motilal Colony, P.O. Rajbari, P.S. Dum Dum, Kolkata - 700081, District : North 24-Parganas, West Bengal, **2) SRI RATNANKUR SENGUPTA**, son of Late Ratan Sengupta, by faith - Hindu, by Nationality - Indian, by Occupation - Business, Pan No. ARFPS7328P, residing at 422, Motilal Colony, P.O. Rajbari, P.S. Dum Dum, Kolkata -700081, District : North 24-Parganas, West Bengal, **3) SRI AJIT DAS** son of Sri Rabindra Chandra Daş, by faith Hindu, by occupation Business, Pan No AFYPD3524M, residing at 466A, P.K. Guha Road, P.S. & P.O. Dum Dum, Kolkata- 700028, District: North-24-Parganas, West Bengal, **4) SRI RANOJ RAY CHAUDHURI** son of Late Amrita Lal Ray Chaudhuri, by faith Hindu, by occupation Business, Pan No. AFNPR3845N, residing at 78, Kabi Mukunda Das Road, P.S. Dum Dum, P.O. Rabindra Nagar, Kolkata-700065, District: North 24-Parganas, West Bengal, and their heirs, executors, administrators, representatives and assigns.

- 1.2 **DEVELOPER:** Shall mean **M/S. BETOP HOUSING DEVELOPERS PRIVATE LIMITED** a Private Limited Company registered under Indian Companies Act. having its Principal Place of Business at 466A, P.K. Guha Road, Police Station Dum Dum, Kolkata - 700 028, being represented by its Director **SRI RATNANKUR SENGUPTA** son of Late Ratan Sengupta, by faith Hindu, by Nationality Indian, by Occupation - Business, residing at 422, 2½ No. Motilal Colony, P.O. Rajbari, P.S. Dum Dum, Kolkata - 700 081, and its legal heirs executors administrators successors and assigns acting under specific authority of the Developer.
- 1.3 **PREMISES:** Shall mean the Premises lying and situate at **Holding No. 25/2, Pulin Avenue, Kolkata-700081**, District 24 Parganas (North) under the Dum Dum Municipality under Ward No.04, more fully and particularly described in the First Schedule hereunder written.
- 1.4 **BUILDING:** Shall mean Multi storied building to be constructed at the said premises in accordance with the plan to be sanctioned by the sanctioning authority and any revised plan prepared by the developer with the maximum construction area to be sanctioned by the Dum Dum Municipality.
- 1.5 **COMMON FACILITIES AND AMENITIES :** Shall include corridors, hall ways passage, ways, common stair case, car parking space, common lands, pump room, overhead water tank, motor and other facilities which may be mutually agreed upon, between the parties and required for the establishment, location, enjoyment, provisions, maintenance and /or management of the building and land there under.
- 1.6 **SALABLE SPACE:** Shall mean the space which is developer's allocation in the building available for independent use ,occupation after making due provisions for common facilities and the space required there for.
- 1.7 **OWNER'S ALLOCATION :** Owner shall get and be entitled to one flat on the Ground Floor, measuring about 800 Sq.ft. more or less (Super Built-up Area), and the Developer shall pay a sum of Rs.1,50,00,000/- (Rupees One Crore & Fifty Lakh) only to the Owner, on the date of execution of this agreement a sum of Rs. 1,50,000/- (Rupees One Lakh Fifty Thousand) in Cheque (Vide Cheque No. 499074, of United Bank of India, Dated:30.08.2019) as adjustable consideration money. *Balance Amount will be paid at the time of possession -*

- 1.8 **DEVELOPER ALLOCATION:** Shall mean except owner's allocation the remaining constructed area in the building to be constructed on the said premises after giving owner's allocation to the Owner including proportionate share in the common facilities and amenities on pro-rata basis along with proportionate undivided impartable share of land in the said property.
- 1.9 **THE ARCHITECT:** Shall mean such persons who may be appointed by the developer for both designing and planning the building on the said premises.
- 1.10 **BUILDING PLAN:** Would mean the plan to be prepared by the Architect for the construction of the building for and on behalf of the Developer herein and to be sanctioned / approved by the Dum Dum Municipality and /or by any other authority/ authorities as the case may be.
- 1.11 **TRANSFER:** With its grammatical variations shall include transfer by possession and by any other means adopted for effecting what is understood as a transfer of proportionate share of land and space in the Multi-storied building to the Purchaser thereof.
- 1.12 **TRANSFeree:** Shall mean a person, firm, Limited, Private Limited Company, Association of persons etc. to whom any space in the building will be transferred.
- 1.13 **COMMENCEMENT:** This agreement shall be deemed to have commenced with the immediate effect i.e. from the date of execution of this agreement.

**OWNER'S RIGHTS AND REPRESENTATIVES**

1. The owner is absolutely and jointly seized and possessed of and/or well and sufficiently entitled to the said premises in respect of their share in the said property.
- 1.1 The said premises is free from all encumbrances and the Owner have a good and lawful marketable title, right and interest in respect of the said premises.
- 1.2 The said premises is free from all encumbrances, charge, liens, lispendences, attachments, trusts, acquisitions, whatsoever or howsoever subject to what have been stated hereinbefore and hereinafter.
- 1.3 There is no excess vacant land at the said premises according to the meaning of the Urban land (Ceiling and Regulations) Act, 1976.
- 1.4 There is no bar, legal or otherwise for the Owner to obtain the certificate under section 230(A) and 269(C) Income Tax Act, 1961 and other consents and permissions if so required.

**DEVELOPER'S RIGHT**

1. The Owner hereby granted subject to what has been hereinbefore provided the exclusive right to the developer to build, construct erect and complete building as per sanction plan on the said property and the said land for sale to and to transfer the constructed area of the said property except land owner's allocation by way of sale, mortgage lease, gift etc. Developer can enter into an agreement for sale with any intending purchaser and the conveyance, deed sale will be prepared by the developer and the Owner shall jointly signed and execute the same.
- 1.2 The developer shall be entitled to prepare, modify or alter the plan and to submit the same to the authority in the name of the Owner at its own cost and the Developer shall pay and bear all fees payable to the authority and other bodies a Statutory or other for sanctioning the plan for construction including Architects' fees, charges and expenses and for the construction of the building of the said premises provided howsoever that the Developer shall be exclusively entitled to all refunds of amount, all payment and/or deposits to the name of the Owner.
- 1.3 Nothing in these presents shall be construed as demise or assignment or transfer by the Owner of the said property of any part thereof to the developer and to deal with the same in the building to be constructed thereon in the manner or subject to the term hereinafter stated.
- 1.4 This Agreement will not be treated as a Partnership between the Owner and the Promoter/ Developer or an agreement for sale of the said plot by the Owner to the Promoter/ Developer. The Promoter \ Developer is given only a right to develop the said plot as aforesaid.
- 1.5 The Promoter \ Developer is satisfied that the Owner are the full and absolute Owner of the said property and that the property are not subject to any mortgage, charge or any other encumbrances.
- 1.6 The Promoter \ Developer shall not start any work of development on the said property unless the building plans are sanctioned by the Municipality and the formal Commencement Certificate are issued in favour of the Owner.

**APARTMENT CONSIDERATION**

1. The Developer shall with their own cost and workmen in like manner construct multi-storied building on the said property and the said construction shall be in accordance with the plan to be sanctioned by the authority.



**DEVELOPER'S ALLOCATION**

In consideration of the agreement to develop and in terms of the said agreement the Developer shall be entitled to the balance of the constructed covered area after giving the owner's allocation to the Owner as per clause No. \_\_\_ of this agreement to be constructed on the said property and entire constructed space to be constructed at the said property including space, terrace, shop space, if any the developer shall be entitled to enter into an agreement for sale to transfer the Developer shall be entitled to enter into an agreement for sale to transfer the Developer Allocation/share and to receive, release and collect all moneys in respect of thereof for that purpose the Owner shall execute necessary power(s) of attorney in favour of the developer and/or their nominee or nominees. Be it noted that the developer is entitled to transfer its allocation after giving peaceful Khas undisputed owner's allocation to the Owner.

**PROCEDURE**

The Owner shall grant the Developer and/or their nominee/ nominees to give General Power of Attorney to be prepared by the Advocate of the Developer as may be required for the purpose of obtaining the sanction plan and for all necessary permission from different authorities in connection with the construction of the said multi storied building and for the purpose of transfer of the developer's allocation to any intending purchaser/ purchasers.

**SPACE ALLOCATION**

1. The Developer shall be exclusively entitled to enter into an agreement for sale with any intending purchaser/purchasers in respect of any constructed area of the said building except Owner allocation and constructed area of the said property with exclusive right to transfer or otherwise deal with or dispose of the said Developer's allocation without any right, claim or interest therein of the Owner and the Owner shall not in any way interfere or disturb the peaceful possession of the developer's portion in the said multi storied building and on the other hand Developer also shall not in any way interfere or disturb the peaceful possessions of the owner's allocation.
2. In so far as necessary all dealing by the Developer in respect of the said building shall be in the name of the Owner for which purpose the Owner undertake to give the Developer or its nominees the authority as may be prepared by the Advocate of the Developer without imposing any liability whatsoever upon the Owner.

**OWNER'S OBLIGATIONS AND RESPONSIBILITIES**

1. That the Owner will give vacant possessions of the said premises within 30(thirty) days of the sanctioning the Building Plan by the Municipality or vacation of the premises by the existing tenants whichever is later.
2. The Owner shall deliver all relevant documents including the titles deeds of the Owner in respect of the party at the time of execution of this agreement and shall duly answer all requisitions on title which will be prepared and supplied from time to time by the developer's advocate and the Owner shall be liable to make out a good and marketable title of their own in respect of the said property.

**DEVELOPER'S RIGHTS AND OBLIGATIONS**

1. That after execution of this agreement the developer shall take over the free, vacant and undisputed physical possession of the said property from the Owner only after shifting the Owner family in a rented accommodation of her standard and the monthly rent to be provided by the Developer till the Owner is delivered her own possession as per **Schedule "B"** below after completion of the projects and shall submit the building plan with the competent authority in respect of the said property within ..... days.
2. That the developer immediately after execution of this agreement shall be entitled to enter into an agreement for sale of the flats along with impartable undivided propionate share of land of its allocation of the said property to the different intending purchaser/purchaser(s) without taking consents from the Owner and the Owner shall not allow or shall not have any right to claim any money or amount from the developer for the said purpose and on the other hand the Owner shall not be liable for any financial loss or claim in any manner whatsoever.
3. That the developer shall be entitled to apply for electricity with the C.E.S.C for different units of the said multi storied building to be constructed at the said property at his own cost and also the developer shall be entitled to take the financial assistants from the Financial institution or any private financier by mortgaging the said property taking consent from the Owner at the own risk and the responsibility of the developer and the owner's shall have no responsibilities for the same.

**OWNER'S UNDERTAKING**

1. The Owner is agreed to extend all sorts of co-operation with the developer to materialize the work and also agreed at in case of force major or for any other reasonable reasons if the building is not completed within the stipulated period mentioned above and shall bound to extend the time till completion of the said building. Time is the essence of contract. In any event this agreement shall not be cancelled. But for any reason if the Developer fails to execute the project after demolishing the existing constructions of the Owners, the Owners shall returned with the possession of the site with her own land along with a compensation of Rs. 4 Lakhs for the demolished building.
2. The Owner shall undertake to execute the deed of conveyance in favour of the intending purchaser(s) who will intend to purchase the flat/flats of the said building along with the proportionate share of land.
3. If the Owner fails and/or neglect to perform their obligations and responsibilities in terms of this agreement the developer shall at liberty to sue the Owner for specific performance of this agreement and the Owner if at all unable to make their right title and interest in the said property in good and marketable in that case the Owner shall be liable jointly and individually to refund the moneys so invested by the developer for completion of the said building like sanction of building plan, advocate and architect fees outstanding taxes and demand along with damage charges and compensation.

**BUILDING**

- 1.1 The Developer shall at its own costs and on the basis of specification to be subsequently agreed between the parties construct erect and complete the building and the common facilities and amenities at the said premises in accordance with the plan to be sanctioned by the sanctioning authority.
- 1.2 The developer shall install and erect in the said building at its own costs and as per the specification and drawings provided by the Architect, pumps, tube wells, water storage, tanks, overhead reservoir, electric, permanent electric connection from the C.E.S.C lift and/or constructed spaces therein on Ownership basis and as mutually agreed.

- 1.3 The developer shall be authorized in the name of the Owner in so far as it necessary for and obtain quotas entitlement and other alterations for cement, steel, bricks and other building materials allocated to Owner for the construction of the building and to similarly obtain temporary and permanent connection of water, electricity, drainage, sewerage and/or to the building.
- 1.4 The developer shall at its own costs and expenses and without creation of any financial and/or other liability on the Owner, construct and complete the building and various units and sparmints thereto or modification thereof made or caused to be made by the developer subject to the sanction of the appropriate authority. The Developer shall ensure the skill in construction of the same and be liable for all construction lapse and all legalities.
- 1.5 All costs, charges and expenses relating to the said construction of the said proposed building and development of the said proposed multi storied building for sanctioning the plan or any revised plan and Completion Certificate (C.C.) and architect fees, shall be paid, discharge and shall be borne by the developer and Owner shall have no liability whatsoever in this context.

#### COMMON FACILITIES

- 1.1 The developer shall pay and bear all property rent, taxes and other dues and outgoing in respect of the said property from the date of delivery of possession of land \ premises by the Owner till the date of possession by the Owner of her contracted allocated area and purchases of their flats and all the rent, taxes, dues, arrears if any, outgoing, up to the date of delivery of possession of the land \ premises to the Developer that shall be paid by the Owner.
- 1.2 The developer shall regularly pay all the rates and taxes to the Govt. authorities or otherwise and keep the Owner indemnified against all claims, action, demand, costs, charges and expenses and proceedings, whatsoever directly or indirectly instituted against or suffered by or paid by the developer from the date of delivery of possession of the land \ premises in respect of said property.
- 1.3 Subject to the developer fulfilling its obligations and commitments as the time specified herein the Owner shall not do any act or thing whatsoever by which the developer shall be prevented from the construction and/or completion of the said building.

**LEGAL PROCEEDINGS**

It is hereby expressly agreed by and between the parties hereto and it shall be the responsibility of the Owner and the developer to defend all actions, suits and proceedings which may arise in respect of the said premises and all costs, charges and expenses incurred for that purpose shall be borne exclusively by the developer indemnified from any losses, actions, claims whatsoever.

**DEVELOPER'S INDEMNITY**

The developer hereby undertakes to keep the Owner indemnified against all third party claims and actions arising out of any act or commission of the developer in relation to the construction of the said building.

The developer hereby undertakes to keep the Owner indemnified against all actions, suits, costs, proceeding and claims that may arise out of the developer's allocation with regard to the development of the said premises and/or in the manner of construction of the building and/or any defect therein.

**MISCELLANEOUS**

1. The Owner and the developer have entered into this agreement purely on contractual basis.
2. It is understood that from time to time the facilities for construction of the building by the developer various deed matters and things not herein specified may be required to be done by the developer and for which the developer may need the authority of the Owner and various applications and other documents may be required to be signed by the Owner. The Owner hereby undertake to do all such acts, deeds, matters and things that may reasonably required to be done in the manner and the Owner shall execute any such additional power of attorney as may be required by the developer.
3. Any notice required to be given by the developer shall without prejudice to any other mode of service available to have been served on the Owner if delivered by hand and duly acknowledged or sent prepaid registered post with acknowledgement due.

4. The developer shall sold or transferred proportionate constructed portion of all the flat Owner or transferred to frame such rules and/or laws for the management and proper unkeepment of the same as may be agreed upon and all common passages, pathways, and common amenities and facilities. The Owner hereby agree to abide by the rule and regulations of such management society or association and thereby give their consent to abide by them.
5. That the name of the building to be constructed will be ".....".
6. There is no existing agreement regarding the development or sale the said premises and that all other arrangement prior to this agreement have been cancelled and are being superseded by this agreement.

#### **POWER OF ATTORNEY**

The Owner simultaneously with the execution of this agreement execute in favour of the developer a "GENERAL power of ATTORNEY" prepared by the developer's advocate and cost or expenses for the same will be borne by the developer.

#### **OWNERS'S UNDERTAKINGS**

The Owner being requested to the developer during/after construction is over, execute and register proper deed of conveyance and transferring proportionate share of land of the said property in favour of the developer or its nominee(s) intending purchaser(s) who would buy the flats apartment spaces as the case may be. The Owner has the absolute authority to deal with the said property in the said manner. The Owner shall make out a good marketable title of the said property and for that purpose shall answer and comply with the all such reasonable requisition on title made by the developer's advocate in respect of title.

#### **TIME**

The developer shall complete the construction after obtaining the sanction building plan from the competent authority in all respect within 24 (twenty four) months from the date of sanctioning the building plan with immediate effect.

**FORCE MEJURE**

The developer shall not be liable to carry out any obligations hereunder to the extent of the performance of the relevant obligations are prevented by the existence of the force majeure and shall be suspended from the obligations during the duration of the "FORCE MEJURE".

Force majeure shall mean flood earth-quake, riot, war, storm, tempest, civil, commotion, order or court, legal problem, problem of possession, interruption of possession and work of local hazards.

**JURISDICTION**

The courts of Kolkata along with the Hon'ble Kolkata High Court shall have the jurisdiction to entertain and determine all actions, suits and proceedings arising out of these presents between the parties hereto.

**MISCELLANEOUS**

In no event shall the Owner be held liable or responsible in any manner whatsoever in the event of any dispute between the said developer and others including the building materials suppliers, flat purchasers, income tax authorities, sales tax authorities etc.

If any dispute crops up at any point of time, after execution of this agreement, and \ or by and between the developer and the prospective flat purchaser, all costs and expenses shall be borne by the developer.

**SCHEDULE OF THE PROPERTY****(Description of the Land)**

**ALL THAT** piece and parcel of undivided fifty percent share of land measuring about **2 Cottahs 06 Chittacks 30.5 Sq.ft.** along with **100 Sq.ft. Tiles Shed on the Ground Floor,** out of total land measuring an **4 Cottahs 13 Chittacks 16 Sq.ft.** more or less along with **200 Sq.ft. Tiles Shed on the Ground Floor** more or less thereon lying and situated at **Mouza -Sultanpur, J.L. No. 10, R.S. No. 148, Touzi No. 173, Khatian No. 235, Dag No. 2043 & 2091 & 2070, P.S. Dum Dum,** within the local limits of **Dum Dum Municipality** being Municipal at **Holding No. 25/2, Pulin Avenue, Kolkata-700081,** Ward No. 04, under Additional District Sub- Registrar Cossipore Dum Dum, in the District 24 Parganas (North), butted and bonded as follows :-

ON THE NORTH	:	Pulin Avenue;
ON THE SOUTH	:	25/3, Pulin Avenue;
ON THE EAST	:	16' feet wide Road;
ON THE WEST	:	14' feet wide Road;

**(SPECIFICATION OF CONSTRUCTION WORK)**

1. **STRUCUTRE** : Building designed with R.C.C framed structure of foundation.
2. **BRICK WORKS:** All brick works are with conventional bricks as 5" or 3" (inside) and outside wall 8" or 5" thick wherever necessary.
3. **FLOORING:** All floors will be floor tiles.
4. **KITCHEN** : Marble flooring cooking platform with a black stone sink stainless steel and glazed tiles upto 3'-0" above cooking plat form taps etc. complete with exhaust fan hole .
5. **TOILET: Floor** Marble/Repol with wall dado of Glazed tiles upto 6'-0" height with standard fittings and concealed plumbing system with 1/2" PVC pipes with PVC door.
6. **DOORS:** All door will be flash door. All frames will be good quality wood.
7. **WINDOW:** All windows are aluminum sliding with grill with glass fittings.
8. **ELECTRICAL:** All wiring wall be concealed with good quality.
  - a) Bed Rooms : One Tube light point, Two light point, one fan point, one 5 amp plug point on switchboard
  - b) Living / Dining: Two light points, Two fan points and two 5 Amp plug point on switchboard and one 15 Amp plug point for freeze.
  - c) Kitchen: One light point, one exhaust point, one 15 Amp plug point.
  - d) Toilets: One light point, one geyser point.
  - e) Balcony: one light point.
9. **WATER SUPPLY:** Deep tube well and overhead water tank and good quality P.V.C pipe line water with pump & motor.
10. **WALL PAINTING:** Interior wall finished with plaster of Paris and outside will finished with weather coat.

**EXTRA WORK:-** Any extra work other than our standard specification shall be charged extra as decided by our authorized Engineer and such amount shall have to be deposited before the execution of such work. All requisites for additional alteration work have to be given in writing before starting of brickwork. Thereafter no request shall be entertained.



**IN WITNESS WHERE OF** the parties hereto have hereunto set and subscribed their hands and seals the day month and year first above written.

**SIGNED AND DELIVERED BY THE**

**PARTIES AT KOLKATA**

**IN THE PRESENCE OF:**

**WITNESSES :-**

1. P. Mondal  
32, Dr. Dr. Dhar Road  
W-28.

**For New Horizon**  
*Pankaj Mondal*  
Pankaj Mondal  
Partner

**For New Horizon**  
*Ratna Kumar Sen Gupta*  
Ratna Kumar Sen Gupta  
Partner

**SIGNATURE OF THE LAND OWNERS**

2. *Mil Kumar Sengupta*  
24/66, Jessore Road,  
W-28.

BETOP HOUSING DEVELOPERS PVT. LTD.  
*Ratna Kumar Sen Gupta*  
Director

**SIGNATURE OF THE DEVELOPER**

**DEED PREPARED BY ME:**

*Dipankar Mondal*  
Dipankar Mondal  
Advocate, High Court, Kol.  
WB/1189/1999.

**RECEIVED** of and from the within named Developers within mentioned sum of Rs.1,50,000/-  
(Rupees One Lakh & Fifty Thousand ) only as per memo given below:-

**MEMO OF CONSIDERATION**

By Cheque Rs.1,50,000.00  
(Vide Cheque No. 499074, of United Bank of India, dated: 30.08. 2019)

-----  
Total- Rs.1,50,000.00  
(Sum of Rupees One Lakh & Fifty Thousand) only

**WITNESSES:**

1. P. MONDAL

**For New Horizon**

*Asmita Malakar*  
Asmita Malakar  
Partner

**For New Horizon**

*Ratna Kumar Gupta*  
Ratna Kumar Gupta  
Partner

**SIGNATURE OF THE LAND OWNERS**

2.

*Jitendra Kumar Gupta*

PAGE NO. -  
 SPECIMEN FORM FOR TEN FINGERPRINTS

Sl. No. Signature of the  
 Executive/ Presentator



Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				



Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				



Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				

PAGE NO. -  
 SPECIMEN FORM FOR TEN FINGERPRINTS

SL. No. Signature of the  
 Executive/Presenter



	Little	Ring	Middle	Fore	Thumb
	(Left Hand)				
	Thumb	Fore	Middle	Ring	Little
	(Right Hand)				
	Little	Ring	Middle	Fore	Thumb
	(Left Hand)				
	Thumb	Fore	Middle	Ring	Little
	(Right Hand)				
	Little	Ring	Middle	Fore	Thumb
	(Left Hand)				
	Thumb	Fore	Middle	Ring	Little
	(Right Hand)				

Govt. of West Bengal  
Directorate of Registration & Stamp Revenue  
e-Challan

GRN: 19-201920-007351344-1 Payment Mode Online Payment  
GRN Date: 15/09/2019 11:16:06 Bank : State Bank of India  
BRN : IK0AFQNSL0 BRN Date: 15/09/2019 11:17:26

DEPOSITOR'S DETAILS

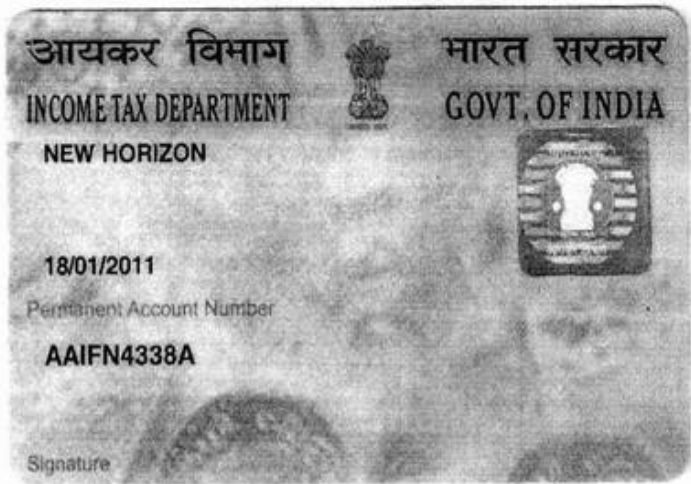
Id No. : 15060001461944/2/2019  
[Query No./Query Year]

Name : AJIT DAS  
Contact No. : Mobile No. : +91 9874037143  
E-mail :  
Address : 466A PK GUHA ROAD  
Applicant Name : Mr AJIT DAS  
Office Name :  
Office Address :  
Status of Depositor : Advocate  
Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[ ₹]
1	15060001461944/2/2019	Property Registration- Stamp duty	0030-02-103-003-02	7011
2	15060001461944/2/2019	Property Registration- Registration Fees	0030-03-104-001-16	1521

In Words : Rupees Eight Thousand Five Hundred Thirty Two only  
Total 8532



स्थाई लेखा संख्या /PERMANENT ACCOUNT NUMBER

AFYPD3524M



नाम /NAME

AJIT DAS

पिता का नाम /FATHER'S NAME

RABINDRA CHANDRA DAS

जन्म तिथि /DATE OF BIRTH

12-11-1973

हस्ताक्षर /SIGNATURE

Shahin

आयकर आयुक्त, (काम्यु: अपा.), कोल.

COMMISSIONER OF INCOME-TAX(C.O.), KOLKATA

आयकर विभाग

INCOME TAX DEPARTMENT



भारत सरकार

GOVT. OF INDIA

RANOJ ROYCHOWDHURI

AMRITA LAL ROYCHOWDHURI

03/10/1963

Permanent Account Number

AFNPR3845N



*Ranoj Roychowdhuri*

Signature



आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

ASHIM MALAKAR

SUKHLAL MALAKAR

07/01/1970

Permanent Account Number

ANEPM7282K

*Ashim Malakar*

Signature



26052006



स्थायी लेखा संख्या /PERMANENT ACCOUNT NUMBER

ARFPS7328P



नाम /NAME

RATNANKUR SENGUPTA

पिता का नाम /FATHER'S NAME

RATAN SENGUPTA

जन्म तिथि /DATE OF BIRTH

01-09-1976

हस्ताक्षर /SIGNATURE

Ratnankur Sen Gupta

*K. Das*

आयकर आयुक्त, प.वं.-III

COMMISSIONER OF INCOME-TAX, W.B. - III



ভারত সরকার  
 Unique Identification Authority of India  
 Government of India

আধার আইডি / Enrollment No. : 1111/32432/00654

To  
 Nilkamal Sutradhar  
 নিলকমল সুত্রধর  
 92/2  
 ITALGACHA ROAD  
 DUMDUM  
 Dum Dum (m)  
 Dum Dum North 24 Parganas  
 West Bengal - 700028

09/03/2014



KL819830655FT

81983065



আপনার আধার সংখ্যা / Your Aadhaar No. :

**3516 9196 3893**

আধার - সাধারণ মানুষের অধিকার



ভারত সরকার  
 Government of India



নিলকমল সুত্রধর  
 Nilkamal Sutradhar  
 পিতা : কৃষ্ণা চন্দ্র সুত্রধর  
 Father : KRISHNA CHANDRA SUTRADHAR

জন্মতারিখ/DOB: 04/02/1987  
 পুং / Male



**3516 9196 3893**

আধার - সাধারণ মানুষের অধিকার

## Major Information of the Deed

Deed No :	I-1506-08418/2019	Date of Registration	17/09/2019
Query No / Year	1506-0001461944/2019	Office where deed is registered	
Query Date	09/09/2019 12:03:23 PM	A.D.S.R. COSSIPORE DUMDUM, District: North 24-Parganas	
Applicant Name, Address & Other Details	AJIT DAS 466A, P.K. GUHA ROAD,Thana : Dum Dum, District : North 24-Parganas, WEST BENGAL, PIN - 700028, Mobile No. : 9874037143, Status :Seller/Executant		
Transaction		Additional Transaction	
[0110] Sale, Development Agreement or Construction agreement		[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 1,50,000/-]	
Set Forth value		Market Value	
Rs. 2/-		Rs. 30,75,874/-	
Stampduty Paid(SD)		Registration Fee Paid	
Rs. 7,021/- (Article:48(g))		Rs. 1,521/- (Article:E, E, B)	
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)		

### Land Details :

District: North 24-Parganas, P.S:- Dum Dum, Municipality: DUM DUM, Road: Pulin Avenue, Mouza: Sultanpur, , Ward No: 4, Holding No:25/2 JI No: 10, Touzi No: 173 Pin Code : 700081

Sch No	Plot Number	Khatian Number	Land Use Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-2043	RS-235	Bastu	Bastu	2 Katha 6 Chatak 30.5 Sq Ft	1/-	30,45,874/-	Width of Approach Road: 16 Ft.,
<b>Grand Total :</b>					<b>3.9887Dec</b>	<b>1 /-</b>	<b>30,45,874 /-</b>	

### Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	100 Sq Ft.	1/-	30,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 100 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 1Year, Roof Type: Tiles Shed, Extent of Completion: Complete					
<b>Total :</b>		<b>100 sq ft</b>	<b>1 /-</b>	<b>30,000 /-</b>	






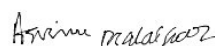



### Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature
1	<b>NEW HORIZON</b> 466A, P.K. GUHA ROAD, P.O:- DUM DUM, P.S:- Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700028 , PAN No.:: AAIFN4338A,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative




**Developer Details :**

SI No	Name,Address,Photo,Finger print and Signature
1	<p><b>BETOP HOUSING DEVELOPERS PRIVATE LIMITED</b>                      466A, P.K. GUHA ROAD, P.O:- DUM DUM, P.S:- Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700028 , PAN No.:: AAFCB3007J,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative</p>




**Representative Details :**

SI No	Name,Address,Photo,Finger print and Signature			
1	<p><b>Name</b></p>	<p><b>Photo</b></p>	<p><b>Finger Print</b></p>	<p><b>Signature</b></p>
	<p><b>Mr RANOJ RAY CHAUDHURI</b>                      Son of Late AMRITA LAL ROY CHOWDHURI                      Date of Execution - 17/09/2019, , Admitted by: Self, Date of Admission: 17/09/2019, Place of Admission of Execution: Office</p>	 <p>Sep 17 2019 1:26PM</p>	 <p>LTI 17/09/2019</p>	 <p>17/09/2019</p>
<p>78, KABI MUKUNDA DAS ROAD, P.O:- RABINDRA NAGAR, P.S:- Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700065, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AFNPR3845N,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : NEW HORIZON (as PARTNER)</p>				
2	<p><b>Name</b></p>	<p><b>Photo</b></p>	<p><b>Finger Print</b></p>	<p><b>Signature</b></p>
	<p><b>Mr ASHIM MALAKAR</b>                      Son of Late SUKLAL MALAKAR                      Date of Execution - 17/09/2019, , Admitted by: Self, Date of Admission: 17/09/2019, Place of Admission of Execution: Office</p>	 <p>Sep 17 2019 1:26PM</p>	 <p>LTI 17/09/2019</p>	 <p>17/09/2019</p>
<p>2 ½ No GATE. Motilal Colony, P.O:- RAJBARI, P.S:- Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700081, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ANEPM7282K,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : NEW HORIZON (as PARTNER)</p>				
3	<p><b>Name</b></p>	<p><b>Photo</b></p>	<p><b>Finger Print</b></p>	<p><b>Signature</b></p>
	<p><b>Mr RATNANKUR SENGUPTA</b>                      Son of Late RATAN SENGUPTA                      Date of Execution - 17/09/2019, , Admitted by: Self, Date of Admission: 17/09/2019, Place of Admission of Execution: Office</p>	 <p>Sep 17 2019 1:27PM</p>	 <p>LTI 17/09/2019</p>	 <p>17/09/2019</p>

422, 2 ½ No GATE . Motilal Colony, P.O:- RAJBARI, P.S:- Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700081, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ARFPS7328P,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : NEW HORIZON (as PARTNER), BETOP HOUSING DEVELOPERS PRIVATE LIMITED (as DIRECTOR)

4	Name	Photo	Finger Print	Signature
	<b>Mr AJIT DAS (Presentant )</b> Son of Shri RABINDRA CHANDRA DAS Date of Execution - 17/09/2019, , Admitted by: Self, Date of Admission: 17/09/2019, Place of Admission of Execution: Office	 <small>Sep 17 2019 1:25PM</small>	 <small>LTI 17/09/2019</small>	 <small>17/09/2019</small>
	466A, P.K. GUHA ROAD, P.O:- DUM DUM, P.S:- Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700028, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AFYPD3524M,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : NEW HORIZON (as PARTNER)			

**Identifier Details :**

Name	Photo	Finger Print	Signature
<b>Mr NIL KAMAL SUTRADHAR</b> Son of Late KRISHNA CHANDRA SUTRADHAR 24/66, JESSORE ROAD, P.O:- DUM DUM, P.S:- Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700028	 <small>17/09/2019</small>	 <small>17/09/2019</small>	 <small>17/09/2019</small>
Identifier Of Mr RANOJ RAY CHAUDHURI, Mr ASHIM MALAKAR, Mr RATNANKUR SENGUPTA, Mr AJIT DAS			

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	NEW HORIZON	BETOP HOUSING DEVELOPERS PRIVATE LIMITED-3.98865 Dec
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	NEW HORIZON	BETOP HOUSING DEVELOPERS PRIVATE LIMITED-100.00000000 Sq Ft

**Endorsement For Deed Number : I - 150608418 / 2019**

**On 17-09-2019**

**Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)**

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 48 (g) of Indian Stamp Act 1899.

**Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)**

Presented for registration at 12:20 hrs on 17-09-2019, at the Office of the A.D.S.R. COSSIPORE DUMDUM by Mr AJIT DAS ,.

**Certificate of Market Value(WB PUVI rules of 2001)**

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 30,75,874/-

**Admission of Execution ( Under Section 58, W.B. Registration Rules, 1962 ) [Representative]**

Execution is admitted on 17-09-2019 by Mr RANOJ RAY CHAUDHURI, PARTNER, NEW HORIZON (Partnership Firm), 466A, P.K. GUHA ROAD, P.O:- DUM DUM, P.S:- Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700028

Identified by Mr NIL KAMAL SUTRADHAR, , Son of Late KRISHNA CHANDRA SUTRADHAR, 24/66, JESSORE ROAD, P.O: DUM DUM, Thana: Dum Dum, , North 24-Parganas, WEST BENGAL, India, PIN - 700028, by caste Hindu, by profession Business

Execution is admitted on 17-09-2019 by Mr ASHIM MALAKAR, PARTNER, NEW HORIZON (Partnership Firm), 466A, P.K. GUHA ROAD, P.O:- DUM DUM, P.S:- Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700028

Identified by Mr NIL KAMAL SUTRADHAR, , Son of Late KRISHNA CHANDRA SUTRADHAR, 24/66, JESSORE ROAD, P.O: DUM DUM, Thana: Dum Dum, , North 24-Parganas, WEST BENGAL, India, PIN - 700028, by caste Hindu, by profession Business

Execution is admitted on 17-09-2019 by Mr RATNANKUR SENGUPTA, DIRECTOR, BETOP HOUSING DEVELOPERS PRIVATE LIMITED (Private Limited Company), 466A, P.K. GUHA ROAD, P.O:- DUM DUM, P.S:- Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700028; PARTNER, NEW HORIZON (Partnership Firm), 466A, P.K. GUHA ROAD, P.O:- DUM DUM, P.S:- Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700028

Identified by Mr NIL KAMAL SUTRADHAR, , Son of Late KRISHNA CHANDRA SUTRADHAR, 24/66, JESSORE ROAD, P.O: DUM DUM, Thana: Dum Dum, , North 24-Parganas, WEST BENGAL, India, PIN - 700028, by caste Hindu, by profession Business

Execution is admitted on 17-09-2019 by Mr AJIT DAS, PARTNER, NEW HORIZON (Partnership Firm), 466A, P.K. GUHA ROAD, P.O:- DUM DUM, P.S:- Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700028

Identified by Mr NIL KAMAL SUTRADHAR, , Son of Late KRISHNA CHANDRA SUTRADHAR, 24/66, JESSORE ROAD, P.O: DUM DUM, Thana: Dum Dum, , North 24-Parganas, WEST BENGAL, India, PIN - 700028, by caste Hindu, by profession Business

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 1,521/- ( B = Rs 1,500/- ,E = Rs 21/- ) and Registration Fees paid by Cash Rs 0/-, by online = Rs 1,521/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 15/09/2019 11:17AM with Govt. Ref. No: 192019200073513441 on 15-09-2019, Amount Rs: 1,521/-, Bank: State Bank of India ( SBIN0000001), Ref. No. IK0AFQNSL0 on 15-09-2019, Head of Account 0030-03-104-001-16



## Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,021/- and Stamp Duty paid by Stamp Rs 10/-, by online = Rs 7,011/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 1823, Amount: Rs.10/-, Date of Purchase: 16/09/2019, Vendor name: Alope Mukherjee

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 15/09/2019 11:17AM with Govt. Ref. No: 192019200073513441 on 15-09-2019, Amount Rs: 7,011/-, Bank: State Bank of India ( SBIN0000001), Ref. No. IK0AFQNSL0 on 15-09-2019, Head of Account 0030-02-103-003-02



**Suman Basu**

**ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. COSSIPORE  
DUMDUM**

**North 24-Parganas, West Bengal**

**Certificate of Registration under section 60 and Rule 69.**

**Registered in Book - I**

**Volume number 1506-2019, Page from 408199 to 408232**

**being No 150608418 for the year 2019.**



**(Suman Basu) 19/09/2019 12:18:07**

**ADDITIONAL DISTRICT SUB-REGISTRAR**

**OFFICE OF THE A.D.S.R. COSSIPORE DUMDUM**

**West Bengal.**

**(This document is digitally signed.)**