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Signature Sheet and
endorsement Sheet are
the part & parcel
of the Documents

Audl. District Sub-Registrar
Chinsura, DL - Hooghly.

9 AUG 2017

AGREEMENT FOR DEVELOPMENT OF LAND WITH POWER OF ATTORNEY

THIS MEMORANDUM OF AGREEMENT ALONG WITH POWER OF ATTORNEY

is made on this the 9th day of August, 2017 (Two Thousand Seventeen)

BETWEEN

- 1) SRI SATYABRATA DEY, PAN No. CGIPD8462M, son of Late Narendra Nath Dey, by faith - Hindu, occupation:- Retired,
- 2) SMT MALINA DEY, PAN No. AWMPD0813C, wife of Late Debabrata Dey, by faith - Hindu, by occupation - Household work,

Koushik Chatterjee
Koushik Chatterjee
Advocate

নং - 9601
সন - 2017/7 In August

ক্রেতার নাম Dona Construction & Project Private Limited

সাং - Chinsurah, Hooghly

মূল্য - Five thousand Rupees.

স্ট্যাম্প ভেভার - Animesh Barua

শ্রী অনিমেস বরুয়া

সাং. শ্রীরামপুর, হুগলী



Additional District Sub-Registrar
Chinsura, Dist. - Hooghly.

09 AUG 2017



3) **SRI RUDRA DEY**, PAN No. AYQPD6349D, son of Late Debabrata Dey, by faith - Hindu, occupation:- Business, all are citizen of India, residing at 23/273, Dey Para Lane, P.O. & P.S.:- Chinsurah, District:- Hooghly, Pin Code - 712 101, hereinafter referred to as "**LAND OWNERS**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to include their respective heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**.

A N D

M/S DONA CONSTRUCTION AND PROJECTS PVT. LTD, PAN NO. AADCD1921D, registered office at Crooked Lane, P.O. & P.S.- Chinsurah, District:- Hooghly, represented by its Chairman cum Managing Director Sri Subrata Mukherjee, son of Sri Shyama Prosad Mukherjee, by faith - Hindu, by occupation - Business, resident of Crooked Lane, P.O. & P.S. - Chinsurah, District:- Hooghly hereinafter referred to and / or called as the "**DEVELOPER / PROMOTER**" (which term of expression shall unless excluded by or repugnant to the context be deemed to mean and include its office of successors) of the **SECOND PART**.

WHEREAS all that piece of parcel of land at the then survey Dag No. 1135A, 1135B, 1135C and 1136 of Chinsurah Deypara Mohalla, originally belongs to Rasik Lal Mallik, son of Late Shib Chandra Mallik of Chinsurah Datta Ghat, District:- Hooghly.

AND WHEREAS the said Rashik Lal Mallik enjoyed the said land by paying land revenue to Hooghly Collector and Sri Babu Kshetronath Shil the then Zamindar of the land.

AND WHEREAS the said Rashik Lal Mallik while enjoying the aforesaid land transfer the same to one Sri Babu Chuni Lal Dey, son of late Jadav Chandra Dey of Chinsurah Panchanantala, District- Hooghly, through instrument being no. 1276 dated 17.08.1892 recorded in Book no. I, Volume no. 12, pages 234 to 237 registered at Deputy Register at Hooghly for the year 1892.

AND WHEREAS the said Chuni Lal Dey enjoyed the said land by paying the land revenue to the respective authority and enjoyed the peaceful possession without any disturbance from any corner.

AND WHEREAS the said Chuni Lal Dey while enjoying the aforesaid land and building thereupon died leaving behind his wife Basanta Kumari Dasi and two sons named Surendra Nath Dey and Prahlad Chandra Dey.

AND WHEREAS as per provision of the than law of Hindu Succession the said Surendra Nath Dey and Prahlad Chandra Dey became the owners of the property left by Chuni Lal Dey and Basanta Kumari Dasi got the life interest over the aforesaid property.

AND WHEREAS the said Prahlad Chandra Dey became the owner of undivided half share of the aforesaid property where-in Basanta Kumari Dasi got the life interest.

AND WHEREAS the said Prahlad Chandra Dey and Basanta Kumari Dasi while enjoying their respective interest over the property executed an English mortgage in favour of Kali Charan Nandi, son of Late Shiv Narayan Nandi of Chinsurah Kamar Para Bazar, P.S.:- Chinsurah, District- Hooghly against loan of Rs. 4,000.00 only through instrument dated 20.02.1924 registered before the Sadar Sub Register of Hooghly.

AND WHEREAS the said Prohlad Chandra Dey and Basanta Kumari Dasi failed to repay the aforesaid loan amount to Kali Charan Nandi resulting the said Prohlad Chandra Dey and Basanta Kumari Dasi executed a sale deed for interest of equity of reduction in favour of Kali Charan Nandi through instrument being no. 607 dated 04.03.1925 registered before the Sadar Sub Register of Hooghly recorded in Book No. I, Volume No. 10, pages 140 to 145.

AND WHEREAS the said Kali Charan Nandi became the owner of undivided half share of the aforesaid property.

AND WHEREAS the said Surendra Nath Dey who was the owner of undivided half share of the aforesaid property died leaving behind his wife Khirode Kumari Dasi, two sons Narendra Nath Dey and Rajendra Nath Dey as his legal heirs and successors, the said Basanta Kumari Dasi died in the meantime.

AND WHEREAS the said Narendra Nath Dey and Rajendra Nath Dey became the owner of undivided half share of the property left by the Surendra Nath Dey and Khirode Kumari Dasi got the life interest of the aforesaid property.

AND WHEREAS the said Kali Charan Nandi while enjoying the aforesaid land without any disturbance from any corner with the co-sharer of the property sold the same to one Khirode Kumari Dasi, widow of Surendra Nath Dey, through sale deed being no. 2470 dated 17.06.1925 registered at Registrar of Calcutta recorded in Book no. I, Volume No. 79, pages 36 to 41.

AND WHEREAS the said Khirode Kumari Dasi enjoyed the aforesaid property by paying the land revenue and municipal Tax time to time.

AND WHEREAS on introduction of Cadastral Survey the aforesaid land was recorded as C.S. Dag No. 5904 under C.S. Khatian No. 3434 and C.S. Dag No. 5931 under C.S. Khatian No. 1408 of Mouja - Chinsurah.

AND WHEREAS the said Khiroda Kumari Dasi while enjoying the aforesaid land purchased from Kali Charan Nandi died leaving behind a will involving the aforesaid property along with other properties executed on Bengali dated 11 Falgun 1339 wherein she appointed her two sons Narendra Nath Dey and Rajendra Nath Dey as the executer of the will.

AND WHEREAS the said Khiroda Kumari Dasi died leaving behind the said Narendra Nath Dey and Rajendra Nath Dey as her only legal heirs and successors.

AND WHEREAS the said Nadendra Nath Dey and Rajendra Nath Dey filed an application for grant of probate of the aforesaid will under Sec 289 of the Indian Successions Act 1925 before the Court of Ld. District Delegate of Hooghly being Case no. 72 of 1941 which was later transferred to first Sub Judge at Hooghly resulting renumber of the case being no. 40 of 1941.

AND WHEREAS Hon'ble Bronjendra Saran Sanyal the then Ld. District Delegate Hooghly issued the probate of the aforesaid will in favour of Narendra Nath Dey and Rajendra Nath Dey on 7th January 1942 thereafter the said Narendra Nath Dey and Rajendra Nath Dey complete the formalities by depositing the required court fees assessed against the valuation of the Estate of the deceased Khiroda Kumari Dasi for the estimated valuation of Rs. 1,02,624.00.

AND WHEREAS the said Nadendra Nath Dey and Rajendra Nath Dey became the owner of the absolute property at C.S. Dag no. 5904 and 5931 of Mouja - Chinsurah, J.L. no. 20, District:- Hooghly by virtue of the aforesaid will and probate and as successors of Late Surendra Nath Dey.

AND WHEREAS on introduction of Revisional survey the aforesaid land was recorded as R.S. Dag No. 5904 measuring 0.230 acre under R.S Khatian No. 4708, 4709 and 4710 and R.S. Dag No. 5931 measuring 0.046 acre under R.S. Khatian No. 1408 both are of Mouza- Chinsurah, District- Hooghly.

AND WHEREAS on introduction of West Bengal Estate Acquisition Act the aforesaid lands were not affected and the owners of the land became the direct tenant under the Government.

AND WHEREAS on introduction of West Bengal Non Agricultural Tenant Act the

said land was not affected.

AND WHEREAS the said Narendra Nath Dey while enjoying the half share of the aforesaid property died on the year 1958 leaving behind his wife Smt. Jogamaya Dey, two sons Debabrata Dey and Satyabrata Dey and two married daughters Basanti Mallik, and Padmaboti Mallik as his legal heirs and successors as per provision of Hindu Succession Act 1956.

AND WHEREAS the said Smt. Jogamaya Dey, Debabrata Dey, Satyabrata Dey, Basanti Mallik and Smt. Padmaboti Mallik jointly owners of the undivided half share of the aforesaid property and Rajendra Nath Dey became the owner of undivided rest half share of the aforesaid property.

AND WHEREAS the said Smt. Jogamaya Dey, Debabrata Dey, Satyabrata Dey, Basanti Mallik and Smt. Padmaboti Mallik each of them became the owner of undivided 1/10th share of property and the aforesaid Smt. Jogomaya Dey, Debabrata Dey, Satyabroto Dey, Basanti Mallik and Smt. Padmaboti Mallik each of them owner of undivided 1/5th share of the property left by their father Narendra Nath Dey.

AND WHEREAS the said Basanti Mallik while enjoying the undivided 1/5th share of the aforesaid property executed a Gift deed in favour of her brothers Debebrata Dey and Satyabrata Dey through gift deed being no.7121 for the year 1965 recorded in Book no I, Volume No. 73, pages 257 to 260 registered before the Sub Registrar at Hooghly .

AND WHEREAS the said Padmabati Mallik while enjoying the undivided 1/5th share of the aforesaid property executed a Gift deed in favour of her brothers Debebrata Dey and Satyabrata Dey though gift deed being no. 7122 for the year 1965 recorded in Book no I, Volume No. 73, pages 261 to 264 registered before the Sub Registrar at Hooghly.

AND WHEREAS the said Jogamaya Dey became the owner of undivided 1/10th share of the aforesaid property Debabrata Dey became the owner of undivided 1/5th share of the aforesaid property Satyabrata Dey became the owner of undivided 1/5th share of the aforesaid property, Rajendra Nath Dey became the owner of undivided half share of the aforesaid property.

AND WHEREAS the said Rajendra Nath Dey, Smt Jogamaya Dey, Sri Debabrata Dey, Satyabrata Dey while enjoying the respective share of the aforesaid property for proper administration of the same executed a partition deed on 24.05.1966 before the Sadar Joint Sub Registry Office at Chinsurah District Hooghly being original Deed No. 4530, duplicate deed no. 4531.

AND WHEREAS through the aforesaid partition deed the said Jogamaya Dey, Debabrata Dey, Satyabrata Dey jointly became the owner of demarcated 0.132 acre of land along with building at R.S. Dag No. 5904 under R.S. Khatian No. 4708, 4709 and 4710 of Mouja - Chinsurah, P.S.- Chinsurah, District:- Hooghly.

AND WHEREAS on introduction of urban land (Celling and Regulation Act) the land was declared as retained land of the owners.

AND WHEREAS the said Jogamaya Dey while enjoying the respective share of the aforesaid demarcated property died on 31.08.1992 leaving behind her sons Debabrata Dey and Satyabrata Dey as her only legal heirs and successors as Padmabati Mallik and Basanti Mallik both are predeceased.

AND WHEREAS the said Debabrata Dey while enjoying the respective share of the aforesaid property died on 25.04.2009 leaving behind his wife Malina Dey and son Rudra Dey as his legal heirs and successors as per provision of Hindu Succession Act 1956.

AND WHEREAS the said Satyabrata Dey, Malina Dey and Rudra Dey the owners

herein became the joint owners of the land measuring 0.132 acre at R.S. Dag No. 5904 under R.S Khataian No. 4708, 4709 and 4710 of Mouja - Chinsurah, J.L. No. 20, P.S.- Chinsurah, District:- Hooghly and the building thereupon.

AND WHEREAS on introduction of the Land Reforms survey the aforesaid land was recorded as L.R. Dag No. 7358 of Mouja- Chinsurah. J.L. No. 20, P.S.:- Chinsurah, District:- Hooghly.

AND WHEREAS the owners being the joint absolute owners of the aforesaid property enjoyed the same by paying the land revenue and municipal tax time to time without any disturbance from any corner

AND WHEREAS the owners herein for proper usage of the property decided to make multistoried building on the part of the land particularly described in the "A" Schedule hereunder written by appointment of developer who at its own cost and responsibility shall complete the construction on the said land on the terms mentioned hereinafter.

AND WHEREAS the Second party being the DEVELOPER CUM PROMOTER has been carrying on the business of construction of ownership flats and shopping complex in different places and the First Party approached the Party of the Second Part for construction of multi-storied building over the "A" Schedule property and the Second Party Developer / Promoter has also agreed to make construction of Multistoried building over the 'A' Schedule property.

AND WHEREAS the Developer / Promoter considering the proposal of the LAND OWNERS have accepted the offer of the LAND OWNERS for developing the 'A' Schedule Property by erecting multi-storied building upto Ground + Third Floor/ Fourth floor (subject to sanction of building plan by the sanctioning authority) over the 'A' schedule property and the Developer shall at their own cost and responsibility complete the construction and as a consideration for the 'A' Schedule land the Developer has agreed with the Land Owners that the Land Owners will get

25% of total constructed floor area (Less Common Service Area) of the proposed building as per sanction building plan, including proportionate share of land of "A" schedule property out of which Land Owner No. 1. SRI SATYABRATA DEY will get one Residential Flat at First Floor and another one Residential Flat / space at Ground Floor and other Land Owners No. 2. SMT MALINA DEY & No. 3. SRI RUDRA DEY will get one Residential Flat/Space at Ground Floor and another One Residential Flat at any Floor of the choice of the Developer except Ground and Third Floor and rest of the area will be adjusted in other floors of the proposed building and if the multistoried building will be G+4 floor in that event owners will get extra 10% of total super builtup area of fourth floor to be sanctioned by the Hooghly - Chinsurah Municipality details described in Schedule "B", which will be declared as Land Owners allocation, on the terms and conditions as mentioned below and both the parties accept the said terms and conditions and for avoiding future litigation and complication the parties named above have agreed to execute a Deed of Agreement along with power of attorney on the following terms and conditions as mentioned below:-

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:-

1. That the Land Owners will deliver the said property free from all encumbrances and the LAND OWNERS have marketable title to the said property without any claim, mortgage, acquisition and requisition, right, title or interest of any other person or persons and the LAND OWNERS have the right, power and absolute authority to enter into this agreement with the developer and they hereby undertake to indemnify and keep the developer indemnified against all third party claims, actions and demands whatsoever with regard to the Land Owners title in the said property.
2. The Land Owners will handover the Original Deed, Partition Deed, Chain Deed, Municipal Tax Receipts, Khazna receipt, Parchas (R.S & L.R), Building Plan and the relevant documents related to the same to the Developer on the date of this Agreement for Development.

3. That the Developer shall at its own cost prepare building plan in conformity with the provisions of the Building Rules of the 'A' Schedule property and shall submit the same before the Local Authority for sanction of building plan and the Developer will also pay all the costs, which will be required for the purpose of taking sanction of building plan from the Local Authority - Hooghly - Chinsurah Municipality or other Statutory Authority.
4. That the LAND OWNERS will sign all the documents, Affidavit, Indemnity and others required for Sanction of Building Plan and construction of the Building and completion thereof in the 'A' Schedule Property, at the request of the DEVELOPER/PROMOTER.
5. That the name of the apartment will be determined later on by the DEVELOPER.
6. That the old Building - structure now standing upon the said plot of homestead land shall be taken over by the Developer/Promoter and it is further agreed and understood by and between the parties herein that the cost of scrap, building materials, debris etc. of the existing building shall be appropriated by the Developer/Promoter and the Land Owners shall not be entitled to any share thereto.
7. That the DEVELOPER/PROMOTER hereby agrees to develop and complete the construction of the proposed building over the 'A' Schedule property entirely at their own cost in accordance with the Sanctioned building plan with good material within 36 months from the date of sanction and if any internal modification are made in the construction the DEVELOPER / PROMOTER at its own expenses apply for the revised sanction plan and obtain the same.

8. That the Developer shall be entitled to vary and/or modify the said plan of construction, subject to sanction of such modified plan by the aforesaid Competent Authorities, for mutual benefit of the DEVELOPER and the Co-occupiers of the new building.
9. That as consideration of the 'A' Schedule land the Developer has agreed with the owners to allot Land Owners 25% of total constructed floor area (Less Common Service Area) of the proposed building as per sanction building plan, including proportionate share of land of "A" schedule property out of which Land Owner No. 1. SRI SATYABRATA DEY will get one Residential Flat at First Floor and another one Residential Flat / space at Ground Floor and other Land Owners No. 2. SMT MALINA DEY & No. 3. SRI RUDRA DEY will get one Residential Flat/Space at Ground Floor and another One Residential Flat at any Floor of the choice of the Developer except Ground and Third Floor and rest of the area will be adjusted in other floors of the proposed building and if the multistoried building will be G+4 floor in that event owners will get extra 10% of total super builtup area of fourth floor to be sanctioned by the Hooghly - Chinsurah Municipality described in Schedule "B", which will be declared as Land owners' allocation.
10. That the entire newly constructed multi storied building, except "B" Schedule is declared as the DEVELOPERS / PROMOTERS ALLOCATION, details described in Schedule 'C' of this agreement.
11. That the LAND OWNERS shall not claim or demand any further cash amount or any additional constructed super built up area or vacant area in the premises of the building for the 'A' Schedule property except the LAND OWNERS' allocation as mentioned in Schedule 'B'.
12. That the Land Owners hereby agree that they shall not do anything in regard to the said property whereby the right of the Developer to undertake

construction of the proposed building and disposal of its share of the said building is prejudicially affected and/or the construction be delayed or impeded in any manner whatsoever.

13. That the DEVELOPER shall pay all rent and taxes to the Government and Municipality of the building constructed in the 'A' Schedule property till the handing over of the same to the prospective purchasers of the building.
14. That the Builder/Developer for the construction of the proposed building shall be entitled to appoint and/or engage any partner or partners, financiers or obtain any bank loan for financial assistance. The Builder/Developer for the construction of the proposed building shall be at liberty to take loan from any Financer/Bank and for that purpose the Land Owners shall be liable to sign or execute such documents to enable the Builder/Developer to obtain such finance upon mortgage, charge, lien etc. of the Developer's allocation of the Schedule- "A" property for the purpose.
15. That the time is the essence of this agreement.
16. That the duration of this agreement shall continue till the Developer requires for his business purpose in respect of his saleable portions even after the delivery of the Land Owners allocated constructed area in the newly built up multi storied building.
17. That the land owners shall always remain liable to execute and register appropriate deeds of conveyance to sell, transfer and convey in favour of the other Commercial Space/shop, if any/ flat occupiers with their proportionate undivided share interest in the land beneath the building at the costs and expenses of the Developer or intending flat occupiers, whenever called upon by the Developer without in any way demanding the price at which the said undivided share in the land of the said premises is sold or any part thereof

received by the Developer against such sale and the Developer/Promoter undertakes to take steps and render all assistance in that regard.

18. That the Land Owners consent upon the specification of construction in respect of the Land Owners allocated constructed area in the proposed new building hereinafter referred to as "Constructions Specifications" - for Owners allocation as morefully and particularly described in the Schedule-"C" written herein below. The delivery of possession of the Land Owners allocation by the Developer of the building shall be completed within 36 (Thirty Six) months from the date of sanctioning the Building Plan, SUBJECT TO "Force Majeure" condition, like flood, earthquake, water, stream, tempest, civil commotion, strike, riot or war and other acts of God and, when the obligation of the Developer in regard to period of completion of construction shall remain suspended for the duration of the "Force Majeure".
19. That the Builder/Developer shall appoint competent Architect, Engineer, Masons, Carpenters and Workmen and discharge them and make fresh appointment on such terms and conditions as the Builder/Developer shall think fit and proper for which the Land Owners shall have no objection.
20. That after completion of building and handing over the same to the Land Owners and the proposed purchasers by way of sale the respective Flat Owners will become the absolute owners of their respective portions together with proportionate share of land underneath and the Flat Owners for their respective portions shall be collectively liable to bear all costs of maintenance of building, rent and taxes since the date of possession is handed over to each of them.

21. The Land Owners or any of the respective transferees shall not demolish or permit to demolish any wall or other structure in their respective allocation or any portion thereof or make any structural addition or alternation therein without the previous consent of the Developer, Management / Society / Association as may be formed.
22. That after the formation of the Body of Occupiers, as set out in the clause preceding all the right of control and management in respect of the said constructed building shall be handed over to the said Body by the Developer and thereafter, the Developer shall not remain liable for the constructed building or any portion thereof in any manner whatsoever.
23. That the Land Owners along with all the Flat Owners shall be liable to bear and pay to the Developer the Lift installation and completion charges and the electric Transformer and connection charges in their allocated portions in their proportionate shares.
24. That the Developer shall be exclusively entitled to transfer or dispose off the Developer's allocation in the said building without disturbing the common facilities available thereon with the exclusive right to deal with, enter into agreement for sale and transfer the same without any right, claim, demand, interest whatsoever or howsoever of the Owners and the Owners or any person or persons claiming through them and they shall not in any way interfere with or disturb the quiet and peaceful possession of the Developer's allocation or/of any person or persons claiming through the Developer or nominee or nominees of the Developer.
25. That if any dispute arises by and between the parties the same shall be

referred to the Arbitrator appointed by the DEVELOPER / PROMOTER as per provision of Arbitration and Conciliation Act.

26. That before delivery of possession the Developer/Promoter shall arrange for alternative residential accommodation to the Land Owners (who are presently residing with their family members in the said premises) commonly/ jointly at any rented house and the said rent will be paid by the Developer /Promoter. The Land Owners should vacate the alternative accommodation as soon as the Developer/promoter will deliver possession of the flats of their allocated portion.
27. That the LAND OWNERS herein execute GENERAL POWER OF ATTORNEY in favour of the DEVELOPER's company represented by SRI SUBRATA MUKHERJEE conferring all powers together with the right of development and sale of the units/flats/shop/car parking space in the Developers share together with proportionate share of land underneath of the proposed multi storied building on behalf of the owners, **SO KNOW ALL WOMEN & MEN BY** this Power - of - attorney executed today, the LAND OWNERS herein do hereby nominate constitute and appoint DONA CONSTRUCTION & PROJECTS PVT. LTD., office at Crooked Lane, P.O. & P.S.- Chinsurah, District:- Hooghly, represented by its Chairman cum Managing Director **SRI SUBRATA MUKHERJEE**, son of Sri Shyama Prosad Mukherjee, by faith - Hindu, by occupation - Business, of Crooked Lane, Chinsurah, Hooghly, West Bengal **AS OUR TRUE AND LAWFUL ATTORNEY, FOR OUR NAME AND ON OUR BEHALF**, to do and execute and perform or cause to be done, executed and performed all or any of the following acts, deeds and things :

- 1) To work, manage, control and supervise the management and

administration of the properties fully described in the schedule below and protect them from others.

II) To enter into contract, covenant and arrangement of any kind whatsoever in relation thereto and to modify, revoke and cancel the same as they shall think fit and proper.

III) To sign and give notice or notices to any tenant or tenants and other occupiers of the lands and buildings belonging to our estate, and to negotiate with them, to quit and vacate or to repair any damage or to abate any nuisance or to remedy a breach of covenant or contract or for any other purpose or purposes whatsoever and to avail of and enforce all remedies open to us in respect thereof and to enter into any such property or properties with a view to inspecting the same or exercising any right vested to us.

IV) To make, sign and verify all applications before the Court of Law, Tribunals, or such other places for conducting court cases or any other required by law in connection with the management of our property or properties.

V) To appear for and represent us before the Board of Revenue, Collector of the District, Sub-Divisional Officer, any Magistrate, Judge, Munsiff, and in all Government Offices, Commissioners, in all matters and things relating to our estate or its affairs.

VI) To appoint, engage on our behalf pleaders, advocates or solicitors whenever my said attorney shall think proper to do so and to discharge and/or terminate his or their appointment.

VII) To compromise, compound or withdraw cases, or be non suited to refer to Reference Court or arbitration all dispute and differences.

VIII) To develop our property as per this developers agreement and to enter in the agreement for sale of flats, units of the multistoried building on our behalf.

IX) **GENERALLY TO ACT** as Attorney or agent in relation to the matter aforesaid and all other matters in which we may be interested or concerned and on our behalf to execute and to do all deed, acts or things as

fully and effectual in all respect as ourselves to do if personally present.

X) **AND GENERALLY** to act as our Attorney or Agent in India in relation to all matters in respect of our schedule land and building which we are now or may hereafter be interested or concerned and on our behalf to execute and do all instruments, acts, matters and things as fully and effectually as we could do it personally present and we hereby agree to ratify and confirm whatsoever our said attorney shall lawfully do or purport to do by virtue of these presents.

XI) **TO EXECUTE AND REGISTER PROPER INSTRUMENT FOR DEED FOR SALE ON DULY STAMP CONVEYANCE FOR THE DEVELOPERS ALLOTMENT AS PER THIS SELF SAME DEVELOPER AGREEMENT ON OUR BEHALF AND SHALL PRESENT THE SAME BEFORE THE REGISTERING AUTHORITY AND SHALL ADMIT EXECUTION AND REGISTRATION** and also shall complete and observe all formalities in respect of our schedule land for deed for sale and shall take all money and consideration and to grant receipt for acknowledge of payment.

XII) **AND WE HEREBY AGREE TO RATIFY AND CONFIRM** all and whatsoever our said attorney shall lawfully do or cause to be done, under the power in that behalf herein before contained, execute or perform in exercise of the power, authorities and liberties hereby conferred upon

under and by virtue of this deed.

THE SCHEDULE "A" ABOVE REFERRED TO

ALL THAT piece and parcel of land and property measuring 0.132 acre or 7 Cottah 15 Chittak 35 Sq.ft. more or less Bastu land together with a single storied dilapidated dwelling house measuring 600 sq. ft. at R.S. Dag No. 5904 under R.S Khatian No. 4708, 4709 and 4710 corresponding to L.R. Dag No. 7358 under L. R. Khatian No. 5489, 6913 and 2891, Mouza- Chinsurah, J.L. No.20, Ward No. 23 under Hooghly - Chinsurah Municipality, municipal holding no. 52/40/37, Dey Para Lane, P.O. & P.S.:- Chinsurah, District:- Hooghly, Pin Code - 712 101 along with all easement right attached with the land and right of common passage egress and ingress Cable Line, Telephone, Drainage etc over the passage.

This land is butted and bounded by :

NORTH : Holding of Rajendra Nath Dey

SOUTH : Portion of Desbandhu School and House of Puspa Roy

EAST : Portion of Desbandhu Boys School

WEST : Municipal Road and Nilachal Apartment

Mohalla- Dey Gali

Satyabrata Dey

THE SCHEDULE "B" ABOVE REFERRED TO

That as consideration of the 'A' Schedule land the Land Owners will get 25% of total constructed floor area (Less Common Service Area) of the proposed building as per sanction building plan, including proportionate share of land of "A" schedule property out of which Land Owner No. 1. SRI SATYABRATA DEY will get one Residential Flat at First Floor and another one Residential Flat / space at Ground Floor and other Land Owners No. 2. SMT MALINA DEY & No. 3. SRI RUDRA DEY will get one Residential Flat/Space at Ground Floor and another One Residential Flat at any Floor of the choice of the Developer except Ground and Third Floor and rest of the area will be adjusted in other floors of the proposed building and if the multistoried building will be G+4 floor in that event owners will get extra 10% of total super builtup area of fourth floor to be sanctioned by the Hooghly - Chinsurah Municipality.

THE SCHEDULE "C" ABOVE REFERRED TO

Within the building constructed on the 'A' Schedule land the DEVELOPER will get remaining portion of the G+3 storied (subject to sanction by the Hooghly - Chinsurah Municipality) of newly constructed building and the Roof Right shall lie with the developer, and in case of construction of G+4 storied building the developer will get 90% constructed area of Fourth floor.

THE SCHEDULE "D" ABOVE REFERRED TO

COMMON AREAS

Shall mean all areas which are common to the flats or Units, e.g. common passage, stair case, lobbies, lift, lift room, water pump, electricity, meter room, passage, under ground water reservoir, septic tank, overhead water tank, drain and other common spaces to be available for the common use and two wheeler parking space.

SPECIFICATION OF THE BUILDING AND FLAT

- (a) That the construction of the building generally shall be of R.C.C. framed structure as per the design of the architect and structural Engineer. Each work in filling of foundation trenches, plinths, etc. will be with good earth in layers including watering and reaming etc. layer by layer as completed.
- (b) R.C.C. Work: All R.C.C. Works in foundation plinth, beams, lintel, columns, floor beam, floor slab, staircase, etc. are to be of concrete mix (1:2:4) with necessary reinforcement as per design.
- (c) BRICK WORK: All outer wall are 8" thick and interior brick work is 5"/3" thick with 1st class brick in C.M. (1:5).
- (d) FLOORING: 12" X 12" Ceramic tiles inside the flats
- (e) WALL FINISH: Plaster of Paris without colour.
- (f) DOOR FRAMES: Sal Wood of size 4"x2" on Main Door and Bed Rooms. 3"x2" on Bath Room and Balcony.
- (g) DOOR : Solid Core Commercial Flush Door of size 35mm on main door and 30mm on others.
- (h) WINDOWS : M.S. frame with in-built Grill with Glass/ Aluminum channel

- (i) **TOILETS** : White Porcelain W.C. Commodes / OT Pan with Low Down Cistern, Showers and Two Water points. Ceramic glazed tiles upto 5'-0" height from the Floor are to be provided in toilet.
- (j) **KITCHEN** : Open Kitchen.
Black stone "Cooking Platform", with sink.
Ceramic Glaze Wall Tiles upto 2 ft. above Cooking Platform.
- (k) **ELECTRIC METER** : Charges of procurement of the electric connection and meter will be borne by the Land Owners and intending purchasers in equal shares amongst their selves.
- (j) **LIFT** : Provision of lift in all floors, The cost of lift installation and running expenses will have to carry by the prospective purchasers and the present land owners of the flats.

WATER ARRANGEMENT:

Submersible / Municipal water connection in the building (subject to sanction of Hooghly - Chinsurah Municipality) and that will be shared in each Bathroom and kitchen and all plumbing works will be done with iron and P.V. C. properly.

ELECTRIFICATION:

(I) Conceal wiring fully within the building.

Bed Room

- a) Ceiling Fan Point
- b) Tube Point
- c) Light Point
- d) 5Amp. 5 Pin Point

Kitchen

- a) Exhaust fan point

- b) Light Point
- c) 5Amp. 5 Pin Point

Balcony

- a) Light Point
- b) 5 Amp. 5 Pin Point

- | | | |
|-----------------|-------------------------------|-------|
| <u>Bathroom</u> | a) Single Bracket light point | No. 1 |
| | b) 5Amp. 5 Pin Point | No. 1 |

COMMON AREA SPECIFICATION

- (i) **FLOORING:** The floor with Mosaic finish and four inch high dado as required.
- (ii) **WALL FINISH:** Inside wall will be plastered with cement sand mortar (1:5) coated, outside wall will be plastered with cement sand mortar (1:5) and finished with plaster of parish.
- (iii) **STAIRCASE:** R.C.C. framed stair with Mosaic steps with milled railing on top.

NOTE: Any extra work, which is not mentioned in the specification, will be charged extra as per market rate and fixed up by the Developer. No outside contractors will be allowed to execute any work till the possession of the space is taken.

IN WITNESSES WHEREOF THE PARTIES hereto have set and subscribed their respective hands and seals the of, 2017 first above written.

THE DEED IS EXPLAINED OVER
US AND UNDERSTANDING ALL
THE MEANING IN BENGALI
OF THE EXPRESSION USED
IN THE SALE DEED AND

KNOWING FULLY WELL THE
EFFECT OF THE SAME,
WITHOUT ANY INSTRUCTION
AND FEAR OF ANYONE
SIGNED, SEALED & DELIVERED

WITNESSES:

1. *Mezumi Dey*
Dey Para, Chindurah
Hooghly
2. *Milan Das*
Serampur, Hooghly

Satyabrata Dey.

সত্যব্রত দে

Rudra Dey.

SIGNATURE OF THE FIRST PART
/ LAND OWNERS

BONA CONSTRUCTION & PROJECTS PRIVATE LIMITED

Subrata Mukherjee.
Chairman Cum Managing Director

SIGNATURE OF THE DEVELOPER

Drafted by me

Koushik Chatterjee

Koushik Chatterjee, Advocate
Enrollment no 214/151 of 2002
High Court Calcutta

Typed by

Milan Das

Milan Das, Serampur, Hooghly

Finger Prints of Both Hands



Seljaba Zala Jey.

Thumb Finger	Fore Finger	Middle Finger	Ring Finger	Little Finger

L
H
F
P
R
H
F
P



Sel Varath Ch

Thumb Finger	Fore Finger	Middle Finger	Ring Finger	Little Finger

L
H
F
P
R
H
F
P



Rudra Jey

Thumb Finger	Fore Finger	Middle Finger	Ring Finger	Little Finger

L
H
F
P
R
H
F
P



Suresh Babu

Thumb Finger	Fore Finger	Middle Finger	Ring Finger	Little Finger

L
H
F
P
R
H
F
P

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

DONA CONSTRUCTION AND
PROJECTS PRIVATE LIMITED

10/07/2009

Permanent Account Number

AADCD1921D



Signature: _____

स्थायी लेखा संख्या /PERMANENT ACCOUNT NUMBER

AGXPM6680R



नाम /NAME

SUBRATA MUKHERJEE

पिता का नाम /FATHER'S NAME

SHYAMA PROSAD MUKHERJEE

जन्म तिथि /DATE OF BIRTH

18-07-1969

हस्ताक्षर /SIGNATURE

आयकर आयुक्त, प.सं.-III

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

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

SATYABRATA DEY

NARENDRA NATH DEY

05/08/1947

Permanent Account Number

CGIPD8462M

Satyabrata Dey

Signature



21/07/2015

Satyabrata Dey

आयकर विभाग

INCOME TAX DEPARTMENT

MALINA DEY

GOLOK BEHARI DEY

05/01/1945

Permanent Account Number

AWMPD0813C

Malina dey.

Signature



भारत सरकार

GOVT. OF INDIA



08072010

Malina dey

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

RUDRA DEY

DEBABRATA DEY

22/07/1979

Permanent Account Number
AYQPD6349D

Rudra Deo

Signature



04112010

Rudra Deo

WEST BENGAL UNION DRIVING LICENCE
WEST BENGAL STATE

No. **WB-1520130164069** Issue Dt. 01-10-2013

Name **MILAN DAS**

S/D/W of **M DAS**

Blood Gr. **B+** D.O.B. 05-03-1994

Address **36 BHADURI LN**

CHATRA

HOOGHLY

712204



Authorisation to drive the following vehicle class throughout India.

Valid Till	Vehicle Class	Issue Dt.
N.T.	LMV-NT	01-10-2013
Trans		
Badge Details		
Number		
Date of Issue		
Valid Till		

Milan Das
Holder's Signature

Licencing Authority
Hooghly

Major Information of the Deed

Deed No :	I-0603-03370/2017	Date of Registration	09/08/2017
Query No / Year	0603-0001133010/2017	Office where deed is registered	
Query Date	06/08/2017 5:36:40 PM	A.D.S.R. CHINSURA, District: Hooghly	
Applicant Name, Address & Other Details	Koushik Chatterjee Calcutta High Court Bar Association, Room No.11,Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9831097130, Status :Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4002] Power of Attorney, General Power of Attorney [Rs : 0/-]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 36,44,441/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 7,050/- (Article:48(g))	Rs. 14/- (Article:E, E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :



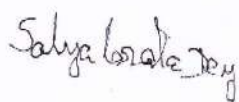
District: Hooghly, P.S:- Chinsurah, Municipality: HOOGLY-CHINSURAH, Road: Dey Para(chuchura), Mouza: Chinsurah

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	LR-7358	LR-5489	Bastu	Bastu	7 Katha 15 Chatak 35 Sq Ft	1/-	31,94,441/-	Property is on Road
Grand Total :					13.1771Dec	1/-	31,94,441/-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	600 Sq Ft.	1/-	4,50,000/-	Structure Type: Structure
Floor No: 1, Area of floor : 600 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Total :		600 sq ft	1/-	4,50,000 /-	

Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature			
	Name	Photo	Fingerprint	Signature
1	Mr Satyabrata Dey Son of Late Narendra Nath Dey Executed by: Self, Date of Execution: 09/08/2017 , Admitted by: Self, Date of Admission: 09/08/2017 ,Place : Office	 09/08/2017	 LTI 09/08/2017	 09/08/2017

23/273, Dey Para Lane, P.O:- Chinsurah, P.S:- Chinsurah, District:-Hooghly, West Bengal, India,
 PIN - 712101 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.::
 CGIPD8462M, Status :Individual, Executed by: Self, Date of Execution: 09/08/2017
 , Admitted by: Self, Date of Admission: 09/08/2017 ,Place : Office

	Name	Photo	Fingerprint	Signature
2	Mrs Malina Dey Wife of Late Debabrata Dey Executed by: Self, Date of Execution: 09/08/2017 , Admitted by: Self, Date of Admission: 09/08/2017 ,Place : Office			
		09/08/2017	LTI 09/08/2017	09/08/2017

23/273, Dey Para Lane, P.O:- Chinsurah, P.S:- Chinsurah, District:-Hooghly, West Bengal, India,
 PIN - 712101 Sex: Female, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.::
 AWMPD0813C, Status :Individual, Executed by: Self, Date of Execution: 09/08/2017
 , Admitted by: Self, Date of Admission: 09/08/2017 ,Place : Office

	Name	Photo	Fingerprint	Signature
3	Mr Rudra Dey (Presentant) Son of Late Debabrata Dey Executed by: Self, Date of Execution: 09/08/2017 , Admitted by: Self, Date of Admission: 09/08/2017 ,Place : Office			
		09/08/2017	LTI 09/08/2017	09/08/2017

23/273, Dey Para Lane, P.O:- Chinsurah, P.S:- Chinsurah, District:-Hooghly, West Bengal, India,
 PIN - 712101 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.::
 AYQPD6349D, Status :Individual, Executed by: Self, Date of Execution: 09/08/2017
 , Admitted by: Self, Date of Admission: 09/08/2017 ,Place : Office

Developer Details :

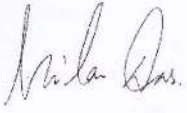
SI No	Name,Address,Photo,Finger print and Signature
1	M/S. DONA CONSTRUCTION AND PROJECTS PVT. LTD Crooked Lane, P.O:- Chinsurah, P.S:- Chinsurah, District:-Hooghly, West Bengal, India, PIN - 712101 , PAN No.:: AADCD1921D, Status :Organization, Executed by: Representative

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature												
1	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> Mr Subrata Mukherjee Son of Mr Shyama Prasad Mukherjee Date of Execution - 09/08/2017, , Admitted by: Self, Date of Admission: 09/08/2017, Place of Admission of Execution: Office </td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td>Aug 9 2017 2:54PM</td> <td>LTI 09/08/2017</td> <td>09/08/2017</td> </tr> </tbody> </table>	Name	Photo	Finger Print	Signature	Mr Subrata Mukherjee Son of Mr Shyama Prasad Mukherjee Date of Execution - 09/08/2017, , Admitted by: Self, Date of Admission: 09/08/2017, Place of Admission of Execution: Office					Aug 9 2017 2:54PM	LTI 09/08/2017	09/08/2017
Name	Photo	Finger Print	Signature										
Mr Subrata Mukherjee Son of Mr Shyama Prasad Mukherjee Date of Execution - 09/08/2017, , Admitted by: Self, Date of Admission: 09/08/2017, Place of Admission of Execution: Office													
	Aug 9 2017 2:54PM	LTI 09/08/2017	09/08/2017										

Armenian Church Lane, P.O:- Chinsuarh, P.S:- Chinsurah, District:-Hooghly, West Bengal, India, PIN - 712101, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AGXPM6680R
Status : Representative, Representative of : M/S. DONA CONSTRUCTION AND PROJECTS PVT. LTD
(as director)

Identifier Details :

Name & address	
Mr Milan Das Son of Mr Moloy Das 36, Bhaduri Para Lane, P.O:- Chatra, P.S:- Serampur, Serampore, District:-Hooghly, West Bengal, India, PIN - 712204, Sex: Male, By Caste: Hindu, Occupation: Law Clerk, Citizen of: India, , Identifier Of Mr Satyabrata Dey, Mrs Malina Dey, Mr Rudra Dey, Mr Subrata Mukherjee	
	09/08/2017

Transfer of property for L1

SI.No	From	To. with area (Name-Area)
1	Mr Satyabrata Dey	M/S. DONA CONSTRUCTION AND PROJECTS PVT. LTD-4.39236 Dec
2	Mrs Malina Dey	M/S. DONA CONSTRUCTION AND PROJECTS PVT. LTD-4.39236 Dec
3	Mr Rudra Dey	M/S. DONA CONSTRUCTION AND PROJECTS PVT. LTD-4.39236 Dec

Transfer of property for S1

SI.No	From	To. with area (Name-Area)
1	Mr Satyabrata Dey	M/S. DONA CONSTRUCTION AND PROJECTS PVT. LTD-200.00000000 Sq Ft
2	Mrs Malina Dey	M/S. DONA CONSTRUCTION AND PROJECTS PVT. LTD-200.00000000 Sq Ft
3	Mr Rudra Dey	M/S. DONA CONSTRUCTION AND PROJECTS PVT. LTD-200.00000000 Sq Ft

Land Details as per Land Record

District: Hooghly, P.S:- Chinsurah, Municipality: HOOGLY-CHINSURAH, Road: Dey Para(chuchura), Mouza: Chinsurah

Sch No	Plot & Khatian Number	Details Of Land
L1	LR Plot No:- 7358(Corresponding RS Plot No:- 5904), LR Khatian No:- 5489	Owner:যোগমায়া দে, Gurdian:নরেন্দ্রনাথ দে, Address:নিজ, Classification:বাস্ত, Area:0.04400000 Acre,

Endorsement For Deed Number : I - 060303370 / 2017

On 09-08-2017

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 13:54 hrs on 09-08-2017, at the Office of the A.D.S.R. CHINSURA by Mr Rudra Dey , one of the Executants.

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 36,44,441/-

Admission of Execution (Under Section 58, W.B. Registration Rules, 1962)

Execution is admitted on 09/08/2017 by 1. Mr Satyabrata Dey, Son of Late Narendra Nath Dey, 23/273, Dey Para Lane, P.O: Chinsurah, Thana: Chinsurah, , Hooghly, WEST BENGAL, India, PIN - 712101, by caste Hindu, by Profession Retired Person, 2. Mrs Malina Dey, Wife of Late Debabrata Dey, 23/273, Dey Para Lane, P.O: Chinsurah, Thana: Chinsurah, , Hooghly, WEST BENGAL, India, PIN - 712101, by caste Hindu, by Profession Others, 3. Mr Rudra Dey, Son of Late Debabrata Dey, 23/273, Dey Para Lane, P.O: Chinsurah, Thana: Chinsurah, , Hooghly, WEST BENGAL, India, PIN - 712101, by caste Hindu, by Profession Business

Indetified by Mr Milan Das, , , Son of Mr Moloy Das, 36, Bhaduri Para Lane, P.O: Chatra, Thana: Serampur, , City/Town: SERAMPORE, Hooghly, WEST BENGAL, India, PIN - 712204, by caste Hindu, by profession Law Clerk

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

Execution is admitted on 09-08-2017 by Mr Subrata Mukherjee, director, M/S. DONA CONSTRUCTION AND PROJECTS PVT. LTD (Private Limited Company), Crooked Lane, P.O:- Chinsurah, P.S:- Chinsurah, District:-Hooghly, West Bengal, India, PIN - 712101

Indetified by Mr Milan Das, , , Son of Mr Moloy Das, 36, Bhaduri Para Lane, P.O: Chatra, Thana: Serampur, , City/Town: SERAMPORE, Hooghly, WEST BENGAL, India, PIN - 712204, by caste Hindu, by profession Law Clerk

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 14/- (E = Rs 14/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 14/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 06/08/2017 5:50PM with Govt. Ref. No: 192017180052070321 on 06-08-2017, Amount Rs: 14/-, Bank: ICICI Bank (ICIC0000006), Ref. No. 1267235468 on 06-08-2017, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,050/- and Stamp Duty paid by Stamp Rs 5,000/- by online = Rs 2,050/-

Description of Stamp

1. Stamp: Type: Court Fees, Amount: Rs.10/-

2. Stamp: Type: Impressed, Serial no 9601, Amount: Rs.5,000/-, Date of Purchase: 07/08/2017, Vendor name:

Animesh Rakshit

Description of Online Payment using Government Réceipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 06/08/2017 5:50PM with Govt. Ref. No: 192017180052070321 on 06-08-2017, Amount Rs: 2,050/-, Bank: ICICI Bank (ICIC0000006), Ref. No. 1267235468 on 06-08-2017, Head of Account 0030-02-103-003-02

Abhijit Acharya Bhaduri
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. CHINSURA
Hooghly, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 0603-2017, Page from 53862 to 53897

being No 060303370 for the year 2017.



Digitally signed by Abhijit Acharya
Bhaduri
Date: 2017.08.09 18:15:57 +05:30
Reason: Digital Signing of Deed.

(Abhijit Acharya Bhaduri) 09-08-2017 18:15:54
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. CHINSURA
West Bengal.

(This document is digitally signed.)
