

U 7858

interest whatsoever in the said properties AND TOGETHER

SAULT STEPHENSON & ASSOCIATES  
SRD ELDON  
& OLD POST OFFICE BLDG  
CAIRO, ILL. 62401

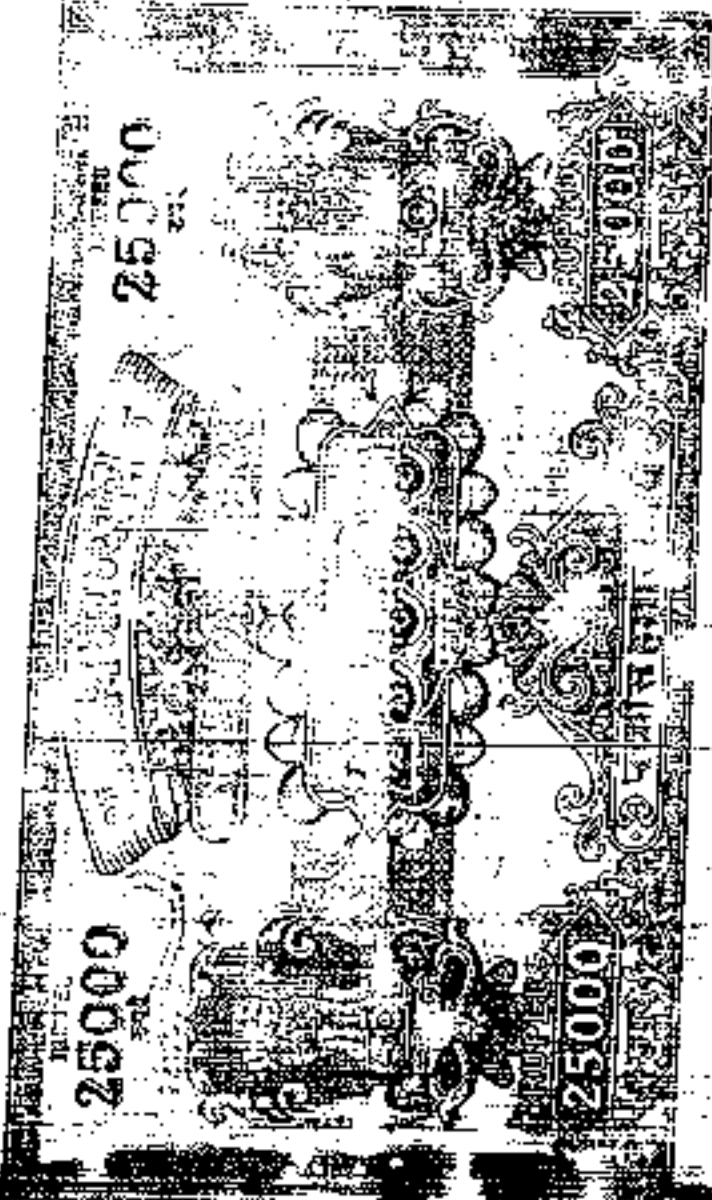
26/9/17

Handwritten signature



29/10 72 28000  
22 28000





111000 1127859

with the right for the Purchasers or their successors in

SOLICITOR & ADVOCATE  
3RD FLOOR  
4 OLD POST OFFICE STREET  
CALCUTTA (INDIA)

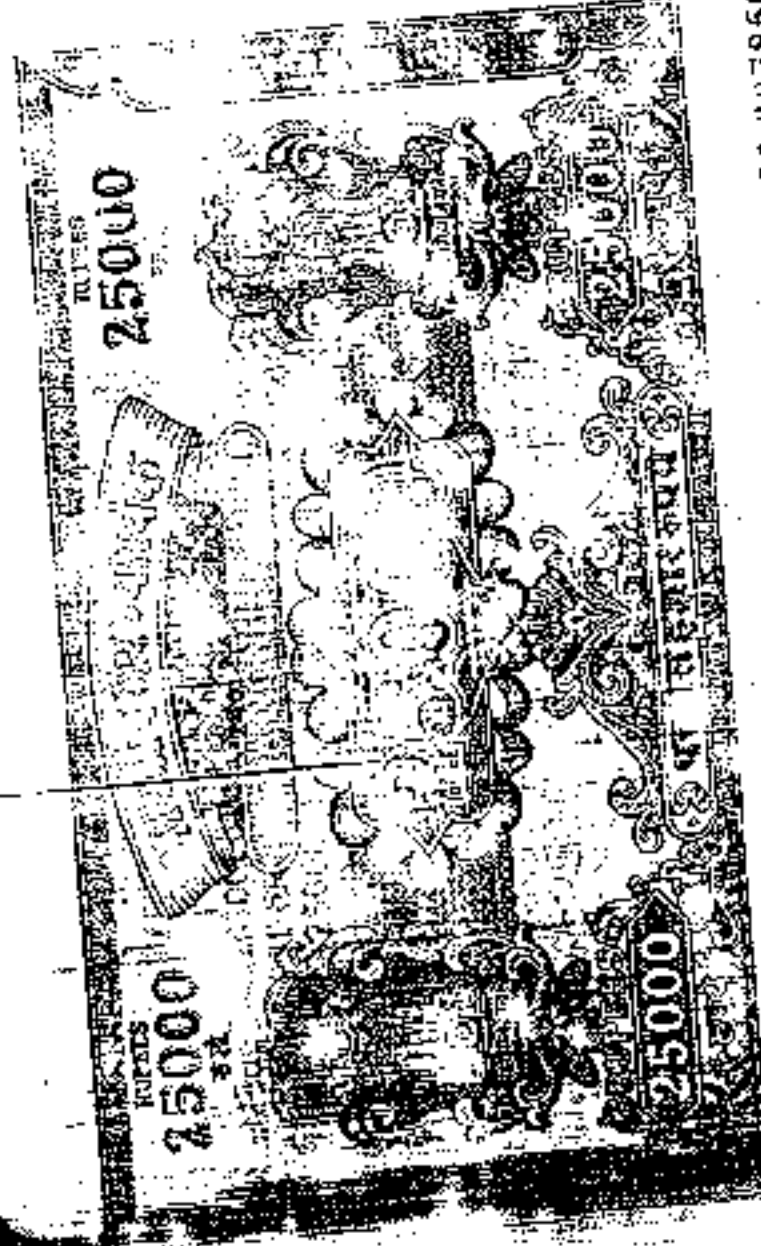
Accounts Confidential  
Treasury  
NO. 1619117

10  
1951



29/12 22 25000  
C 10-117  
2000  
22 22802001

Handwritten signature and initials, possibly "L. S. S.", with some illegible text below it.



11000 027860

title owners or occupants for the time being of the said

COLLECTOR & APPOINTMENT  
3RD FLOOR  
OLD POST OFFICE STREET  
CALCUTTA (INDIA)

John C. Swales  
Treasurer  
26/9/19

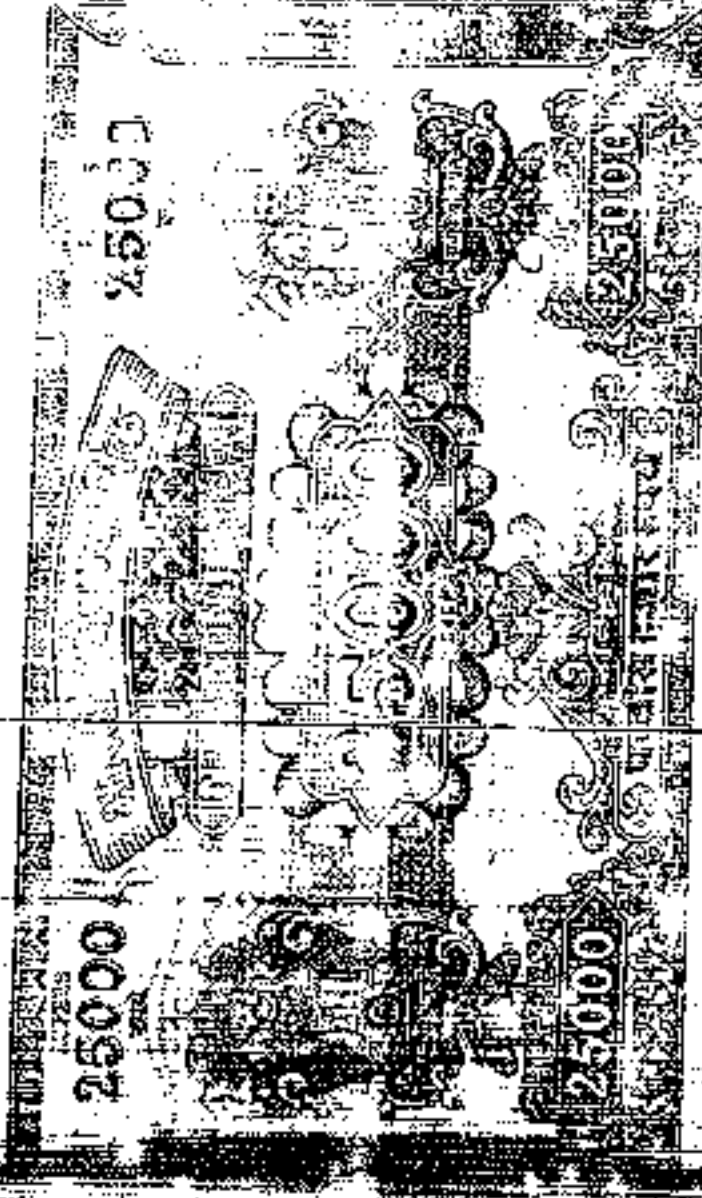
Treasurer



29/c 72 21000/-  
C 1000/-  
200/-  
72800/-



John C. Swales  
Treasurer



127861

properties hereby assigned and transferred and their

RECUPTOR E. AUYUNTO  
3RD FLOOR  
\* OLD POST OFFICE STREET  
CALCUTTA-INDIA  
TREASURY  
26/9/17

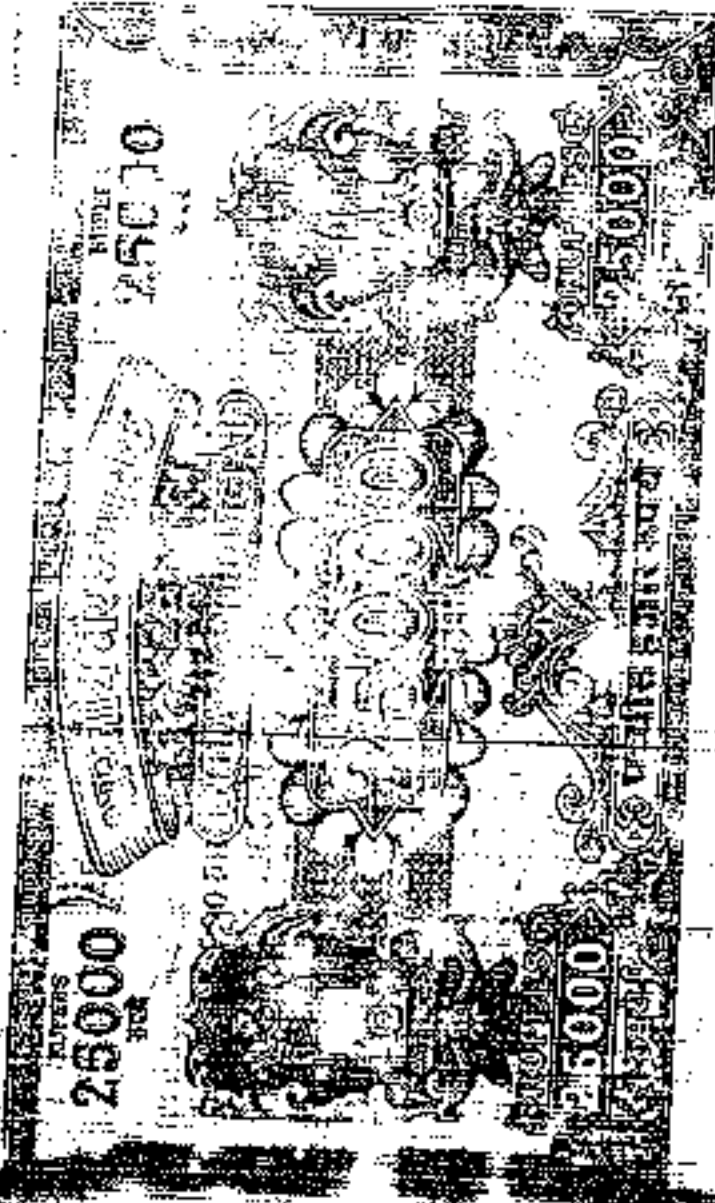
29/10 22 2500  
C  
2000  
22. 22802000



Handwritten signature or scribble below the circular stamp on the left.







00000127802

tenants undertenants agents licensees with or without cars

SECTION 8  
AND SECTION 9  
& OLD POST OFFICE STAMPS  
CALCUTTA (INDIA)

POSTAGE & TELEGRAMS  
TREASURY

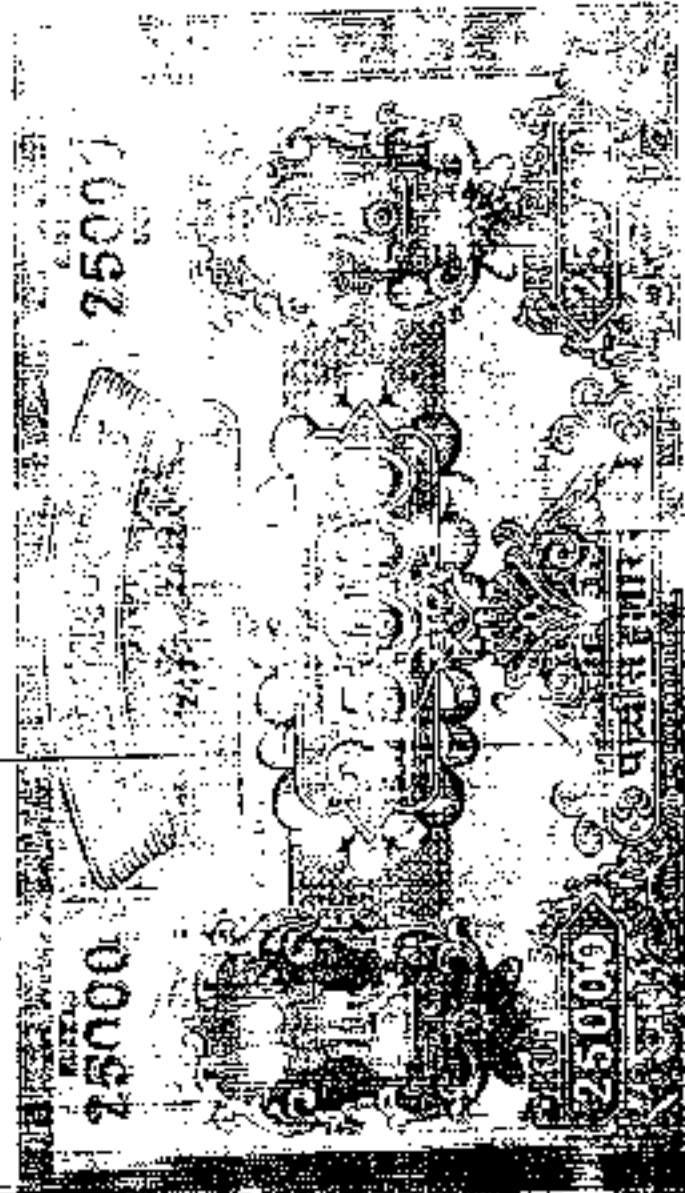
26/9/1917

10  
1917



29/c  
22 25000  
22  
2280200

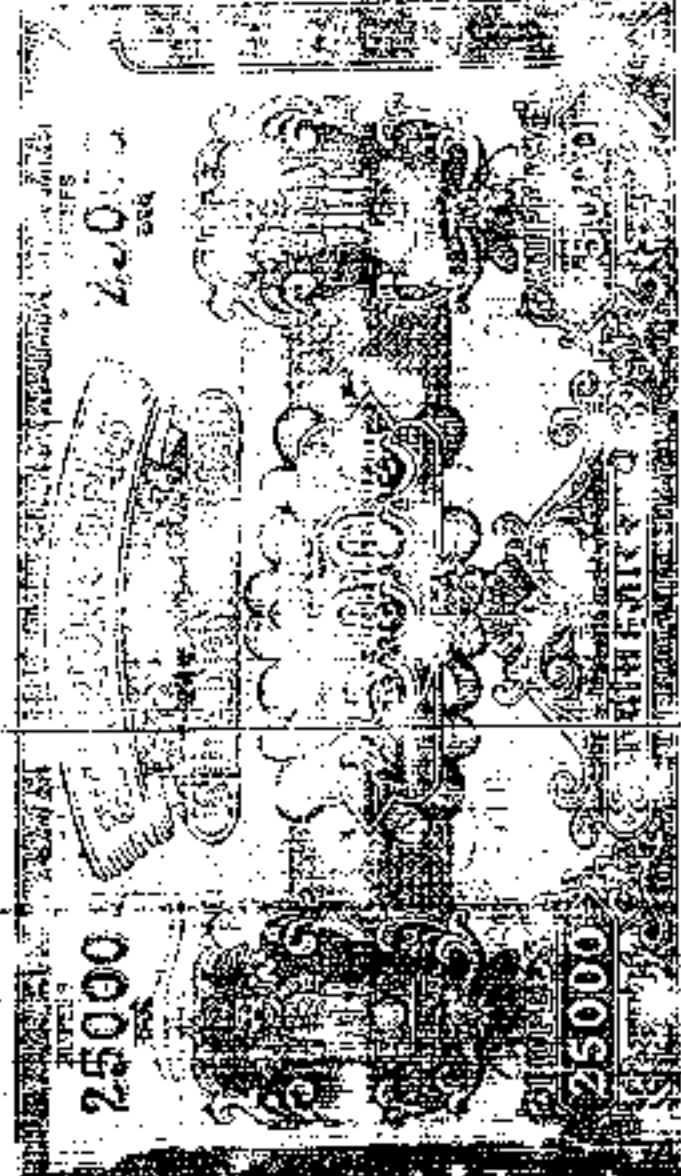




4000 02781-3

or other vehicles mechanically propelled or otherwise to





WDDG 027861

pass and repase over and along the ways patha peenagee

REVENUE AND CUSTOMS  
AND  
OLD POST OFFICE  
CALCUTTA (WV)

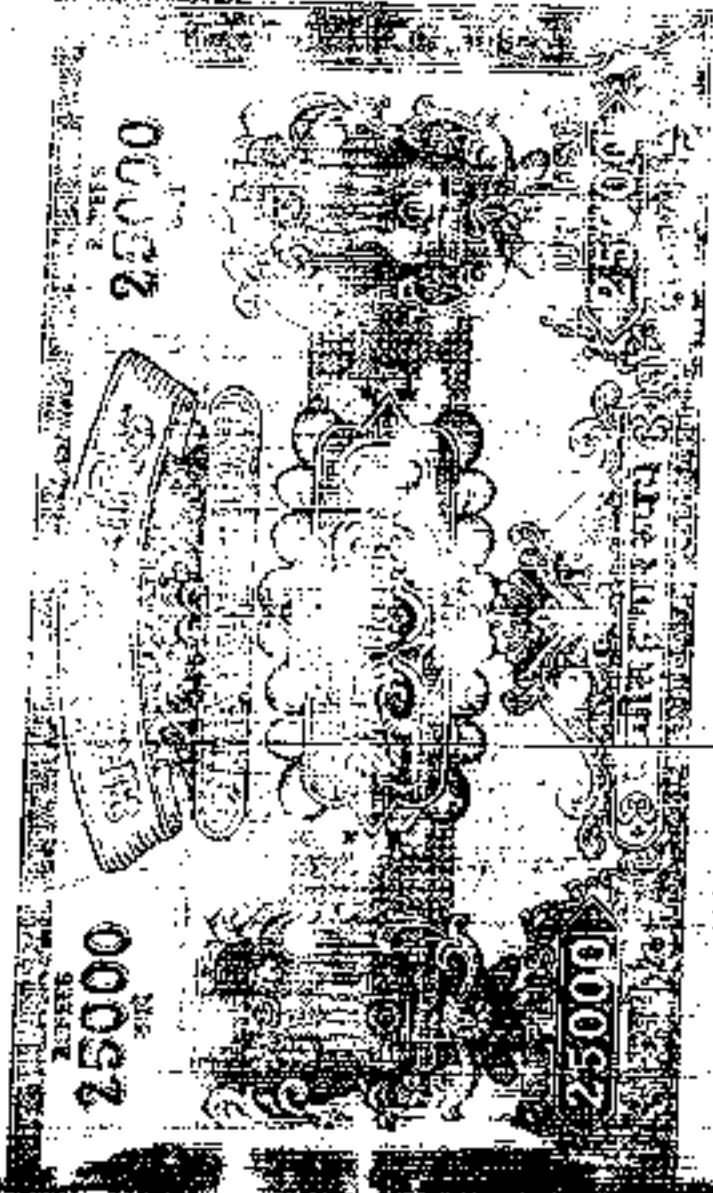
26/9/19

By  
Treasurer



29/10 72 7.5000  
20. 7280000





0000 02784F

794

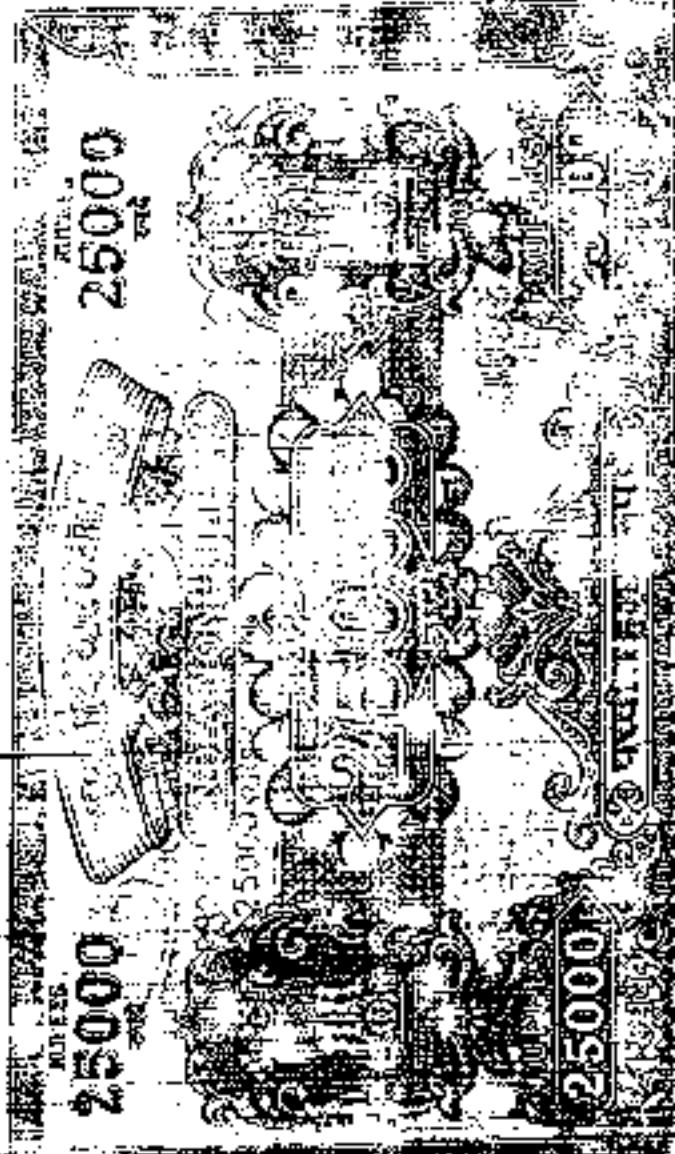
together with the right in over or underneath the ways

INSPECTOR & SURVEYOR  
3RD FLOOR  
OLD POST OFFICE BLDG.  
CALCUTTA (W) 1  
19  
26/9/19  
TREASURER

29/10 22 25000  
C 3000  
22 22802.000







H100 027793

794

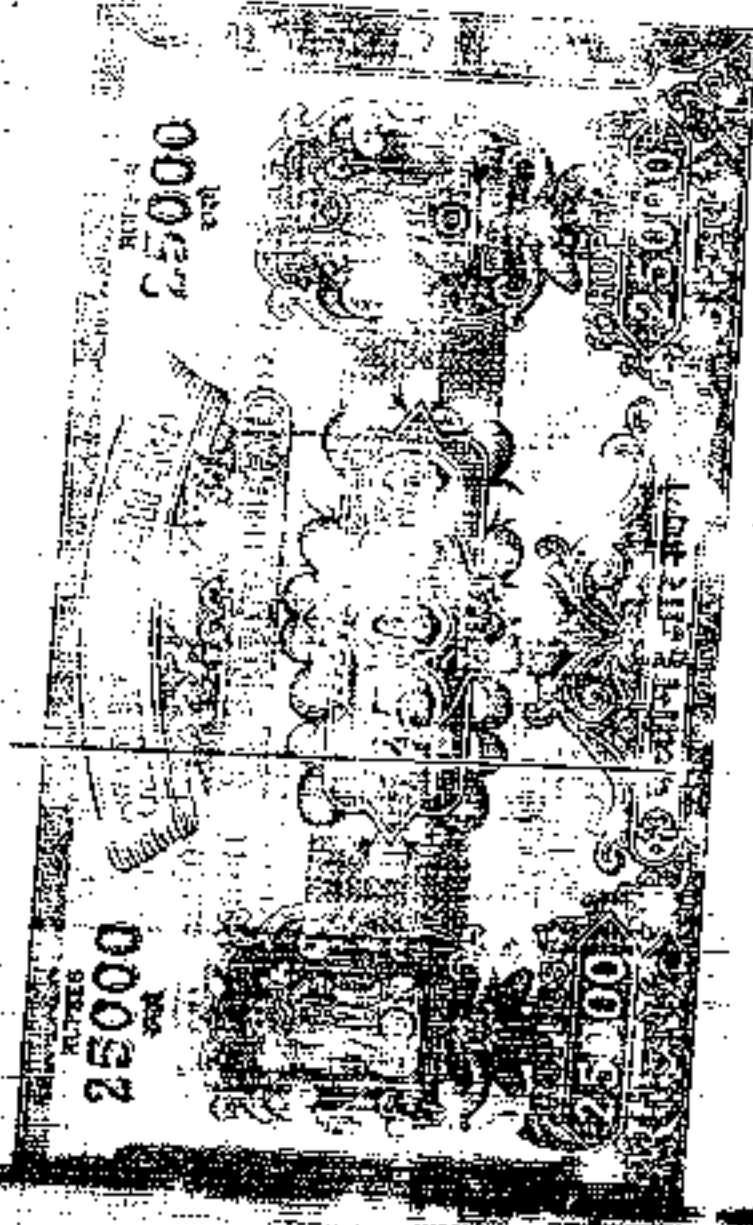
paths passages for laying filtered and unfiltered water

REVENUE 3RD SECTION  
OLD POST OFFICE BUILDING  
CALCUTTA (INDIA)  
TREASURY  
26/9/13

29/c 72.7500  
C 1000  
2000  
28 7280200

2000  
2000





0000 027794

Pipes electric and telephone wires cables and poles gas

SECTION 8 & SUBSECTION 10  
3RD Lt DOR  
& OLD POST OFFICE STREET  
CALCUTTA (INDIA)

RECEIVED  
TREASURY  
26/9/1918

STATIONER



29/10 72 25.000  
C 5.000  
2.000  
22. 22800.000



Handwritten scribbles and marks below the circular stamp.



11000 927735

pipes and all other cables and lines alongwith the edge of

REGULATOR & ADVISORS  
3RD FLOOR  
OLD POST OFFICE BUILDING  
CALCUTTA (INDIA)

Secretary  
Treasury

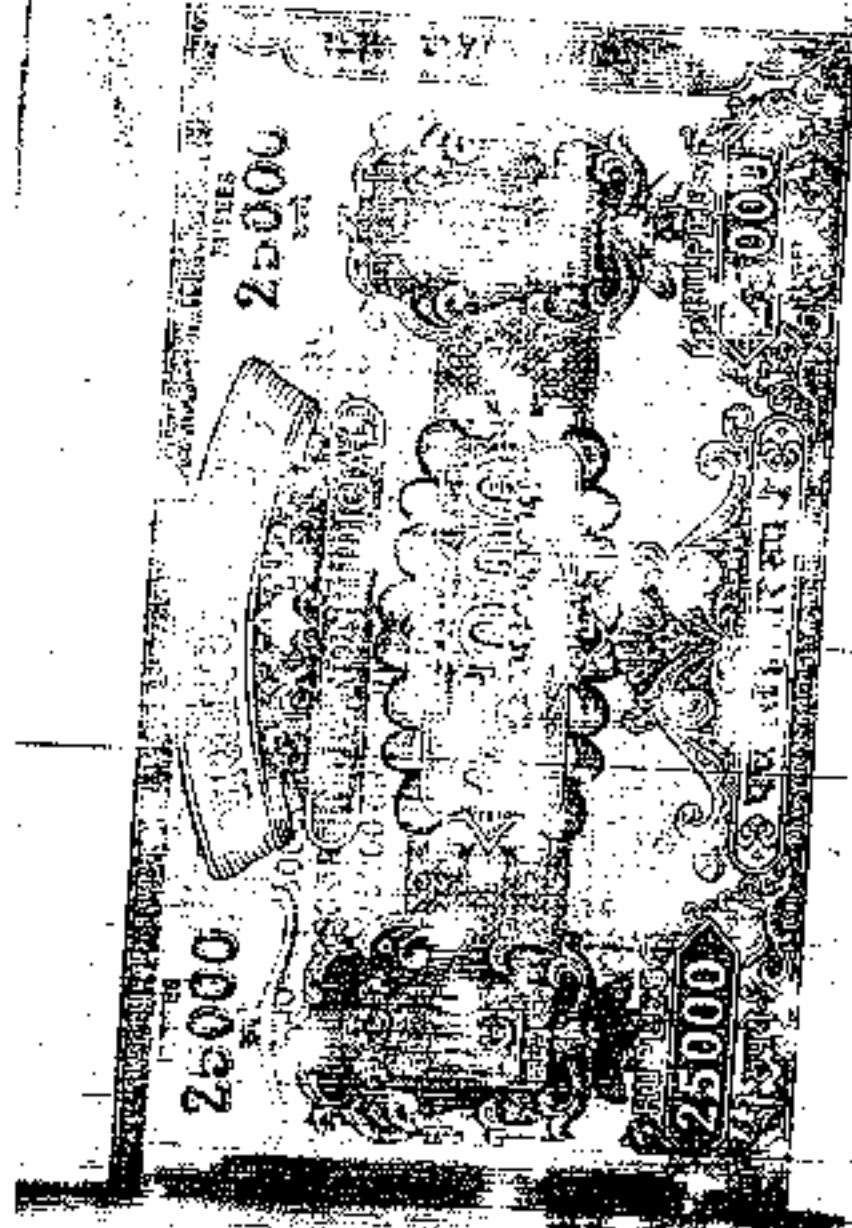
26/9/1937

Secretary



29/c 72 2000  
C 1000  
22 22802021





0400 92776

the ways and passages TOGETHER WITH all deeds pattens

POST OFFICE  
CALCUTTA (INDIA)

26/9/17

SECRET

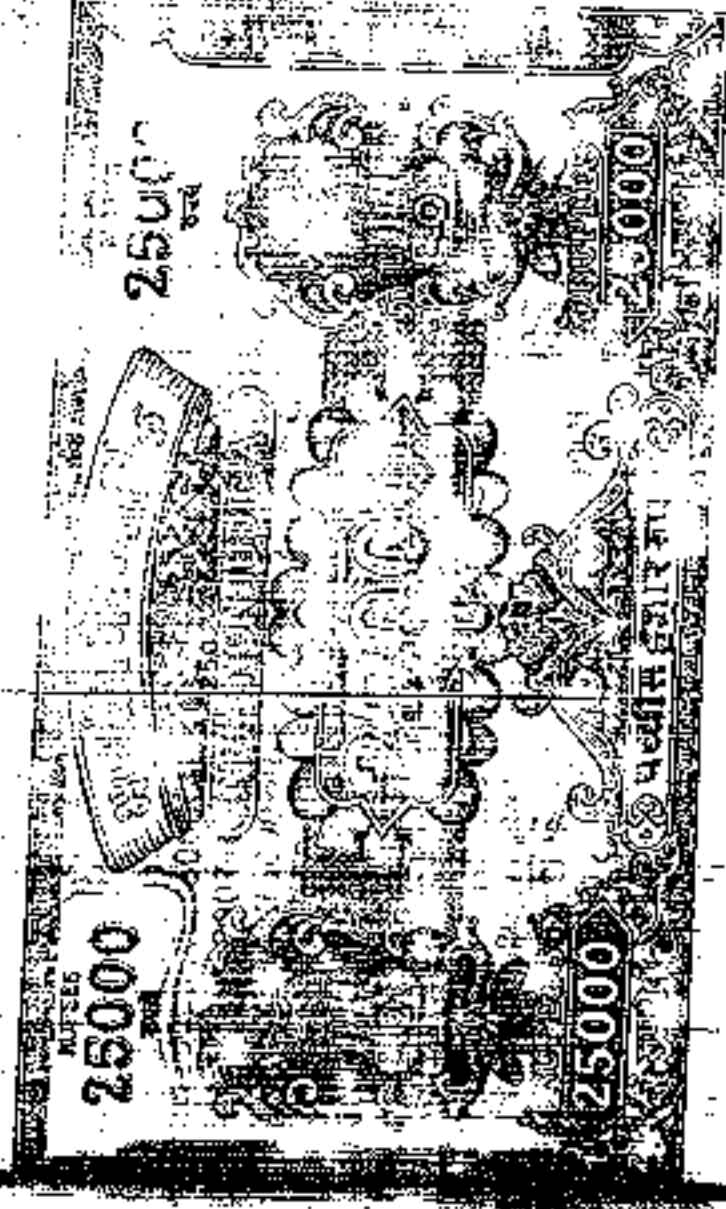


29/10 22 2500  
C 2500  
22 22802 001



Lathi





0000 027797

writings and other muniments of title exclusively relating

250

BOUGHTON & COMPANY  
3RD FLOOR  
4 OLD POST OFFICE STREET  
CALCUTTA (INDIA)

BOUGHTON & COMPANY  
CALCUTTA

NO. 26/911 X

BOUGHTON



29/12 72 75000  
C 75000  
22 72832000



BOUGHTON & COMPANY  
CALCUTTA



8000 027798

to or concerning the said properties which now are or is

COLLECTOR & ACCOUNTS  
3RD FLOOR  
6 OLD POST OFFICE STREET  
CALCUTTA (INDIA)

Director of Accounts  
Treasury

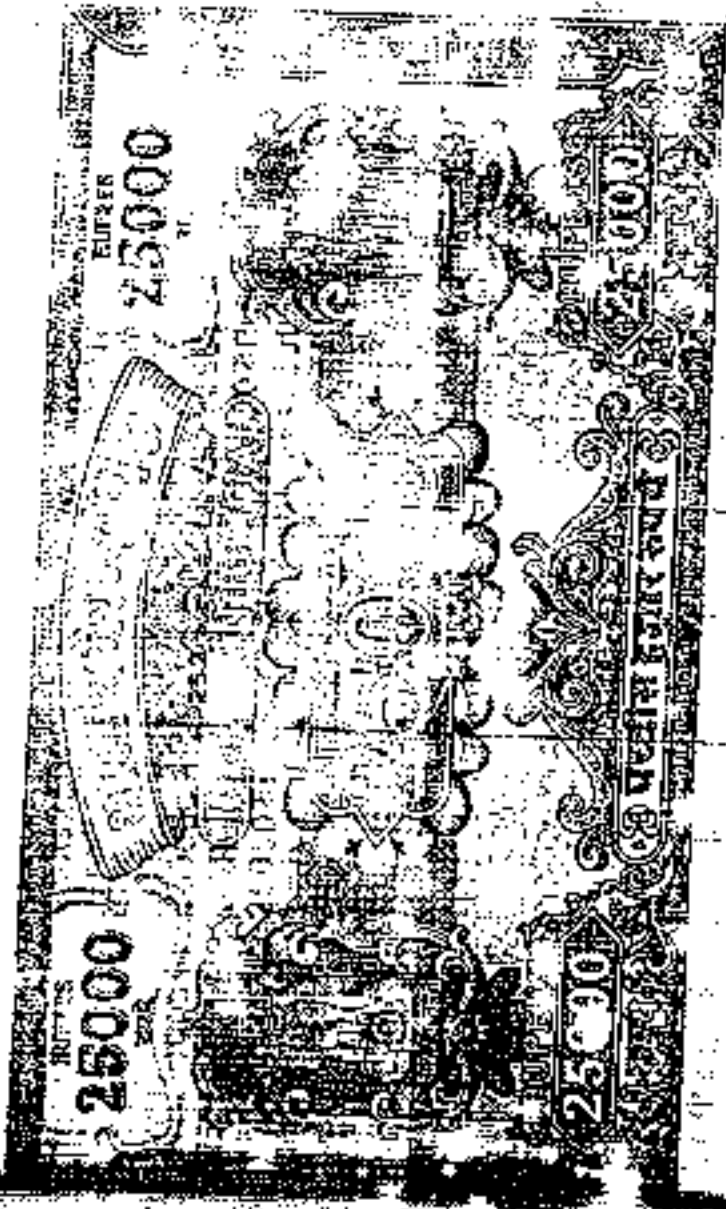
NO. 26/911X

Treasury

29/10 72 75000/-  
C 2000/-  
2001  
72802.00/-



26/911X  
Director of Accounts  
Treasury



000 027701

or shall or may hereafter be in possession custody or

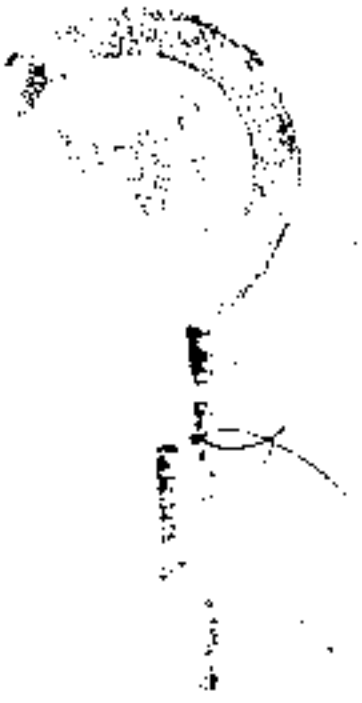
SOUGHTON & ALYWOOD  
AND  
OLD POST OFFICE STREET  
CALCUTTA-INDIA

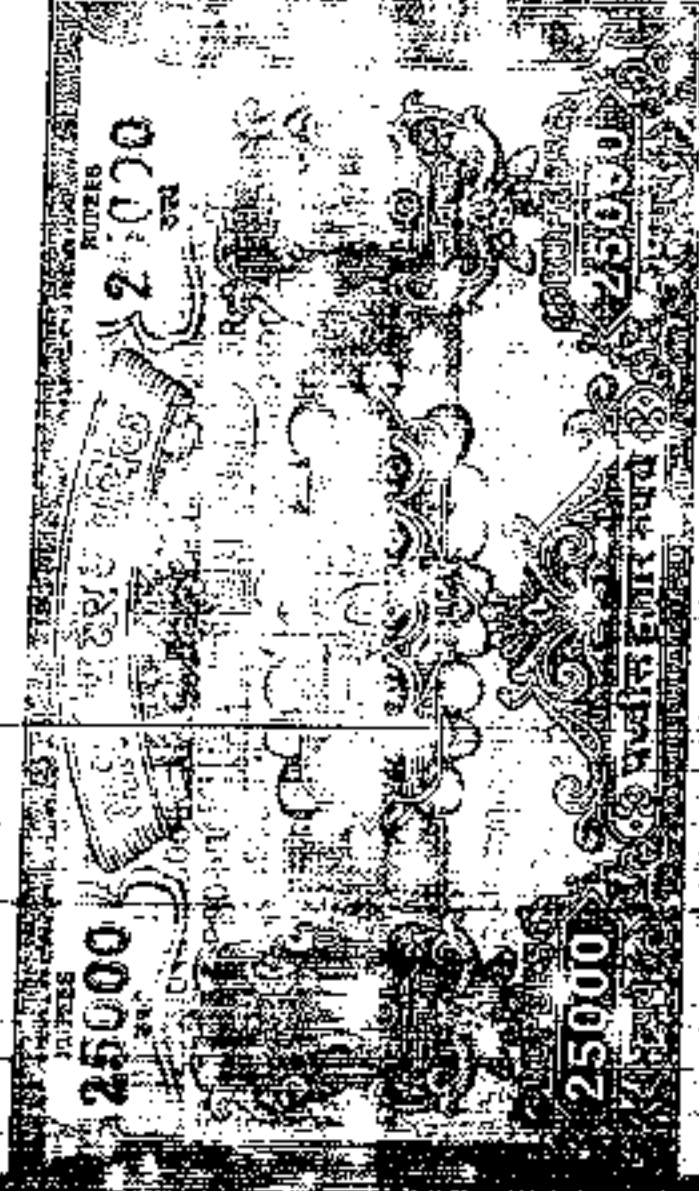
26/9/17

18



29/c 72 25000  
C 5000  
22 22802500





18100 0277112

control of the Vendors/Joint Receivers or any person or

SAUCITOR & DIVYANTS  
AND  
& OLD POST OFFICE STREET  
CALCUTTA (INDIA)

India  
Presally  
26/9/19

STAMP



29/c      22 25000  
C      5000  
2000  
2280000



STAMP





UHUB 192774A

Persons from whom the Vendors/Joint Receivers can or may

3RD FLOOR  
4 OLD POST OFFICE STREET  
CALCUTTA-10001

India C. Corporation  
Private

NO. 261911X

Registered



29/10 72 25000  
C 10000  
20000

22 92802001

20



U.S. U 027704

Procure the same without any action or suit at law or

3RD FLOOR  
1, OLD POST OFFICE STREET  
CALCUTTA (INDIA)

Director of Post Office  
Treasury

26/9/19

Postmaster



29/c 72 ~~1800~~  
C serial  
2000  
2280200  
22

Handwritten signature or initials, possibly "S. K. Ghosh".



3ND 311001  
A OLD POST OFFICE STREET  
CALCUTTA (INDIA)

INDIA  
TUESDAY  
26/9/19

10  
19



29/c 72 25000  
C 2000  
22 22802000



26/9/19  
22802000



8.000 02771.0.

bold granted conveyed transferred assigned or assured or

SHD. 24-10-08  
K. OLD POST OFFICE STREET  
CALCUTTA (INDIA)

India  
Treasury  
26/9/11

Signature

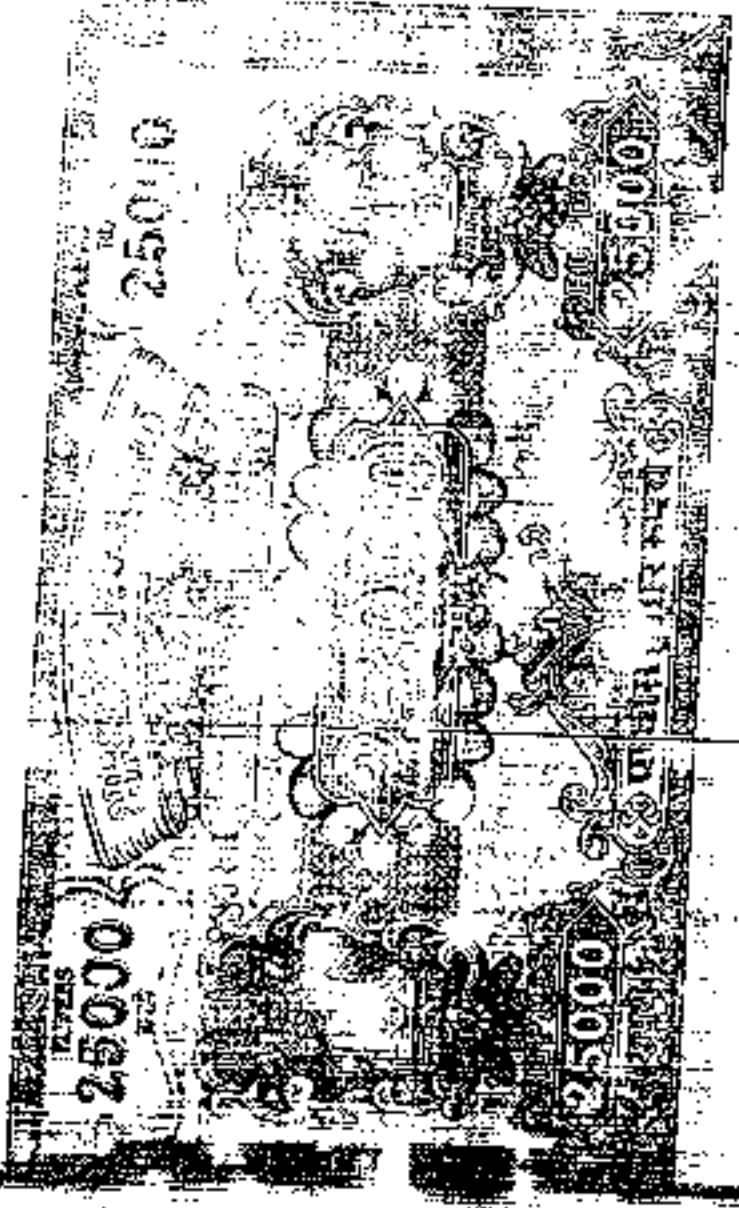


29/11 22 2000  
C 3000  
2000  
22802021



Signature  
CALCUTTA (INDIA)





01.01.77

otherwise expressed or intended so to be and every part.

3RD FLOOR  
\* OLD POST OFFICE STREET  
CALCUTTA (INDIA)

10  
26/9/11

10

28/10 22 28000  
C 2000  
22 228000



Handwritten signature or scribble.





11000 1127/01

thereof unto and to the use of the purchasers in the

AND SECTION  
OF THE POST OFFICE DIRECTOR  
GENERAL INVESTIGATION

Division of Investigation  
TREASURY  
18  
1119113

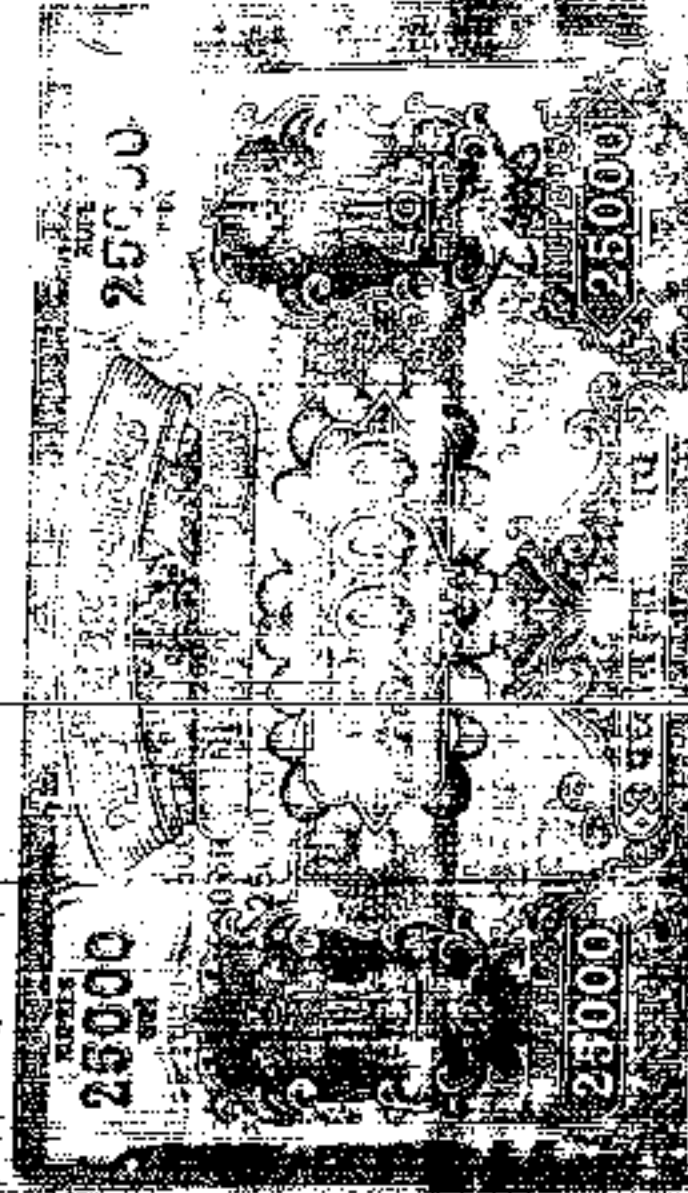
STANDARD



291c 72 28000  
C 2000  
28 2280000



Handwritten notes or markings, possibly including the word "FEDERAL" and other illegible characters, located below the circular stamp in the upper left.



0000 027789

anner aforesaid free from all mortgage charges liens

15910

15910  
B. L. GAGGAR  
SOLICITOR & ADVOCATE  
3RD FLOOR  
& OLD POST OFFICE BUILDING  
CALCUTTA-1

Treasury

Treasury

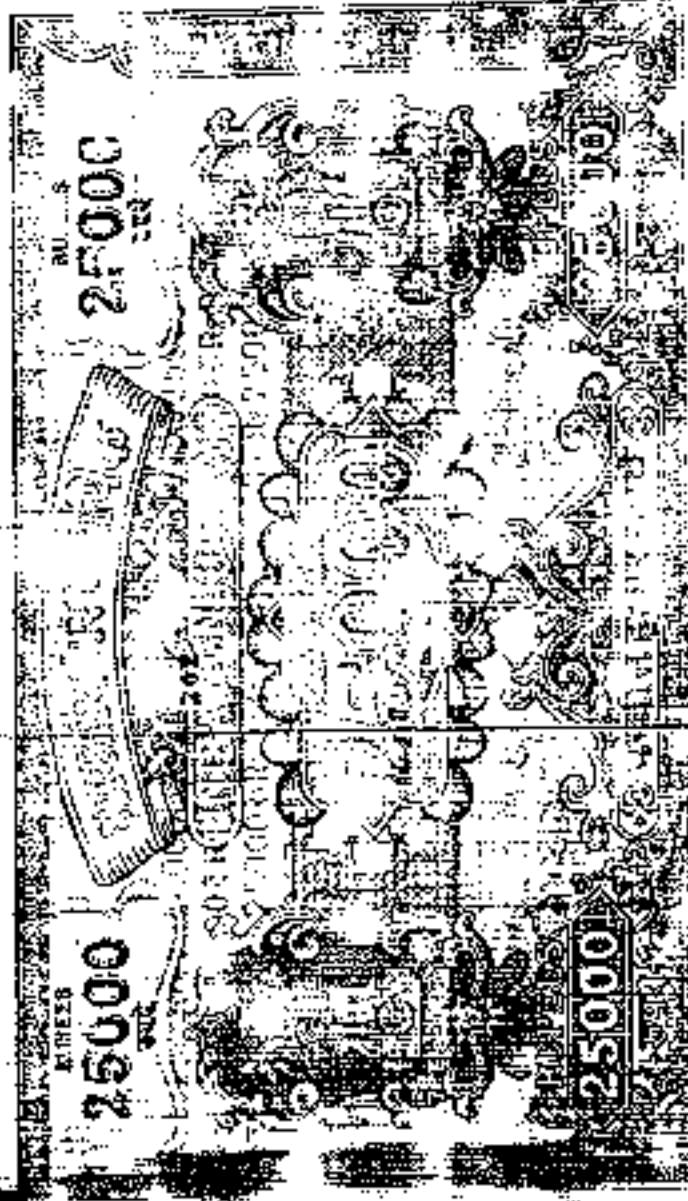
26/9/19



29/10 72 21 800/1  
C 200/1  
22 72802.00/1



Handwritten signature and text, possibly 'B. L. GAGGAR'.



0000 0277 10

11spendens attachments trusts and encumbrances leave as

19910

S. I. GADGAR  
SOLICITOR & ADVOCATE  
3RD FLOOR  
& OLD POST OFFICE STREET  
CALCUTTA (INDIA)

Account of Cashbook

Treasury

No. 26/9192

Treasurer

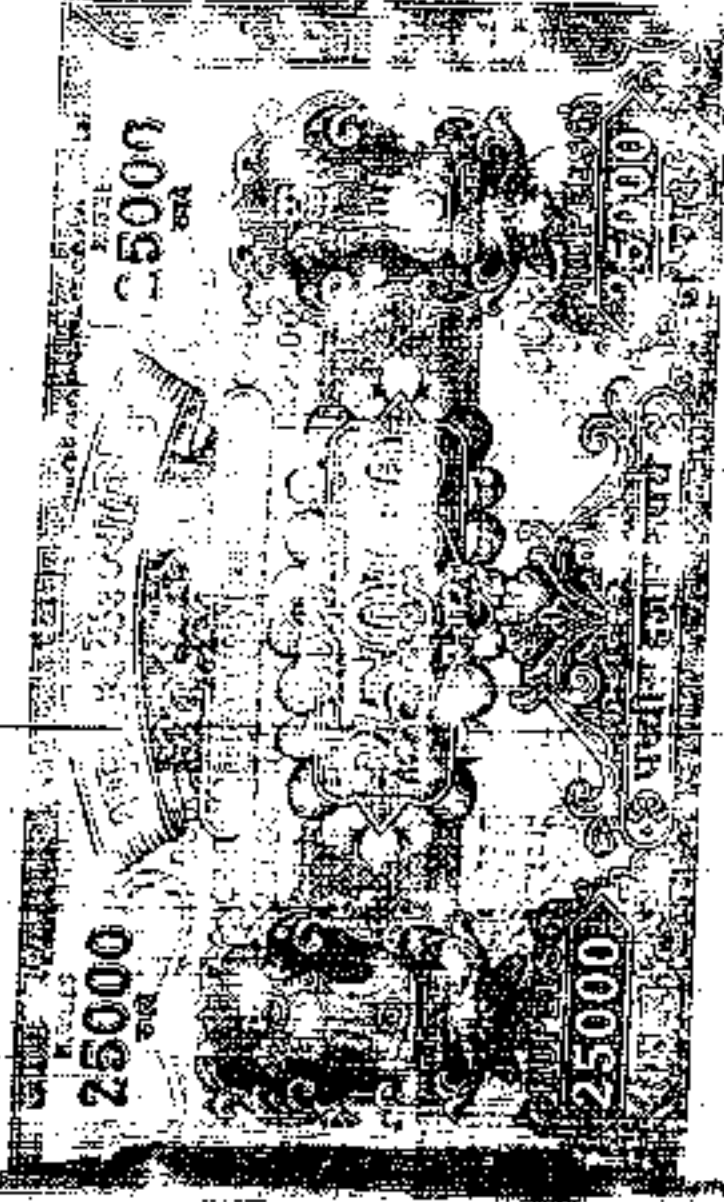
29/12 22 2500/-  
5000/-  
2000/-  
22 22802.00/-



Handwritten signature and text at the bottom left.







0000 027711

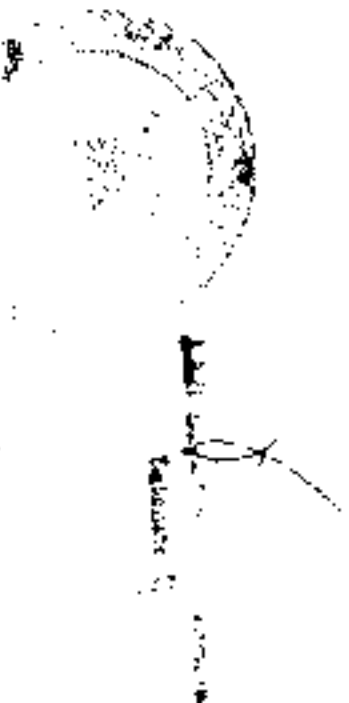
recited above) whatsoever or howsoever as tenants in

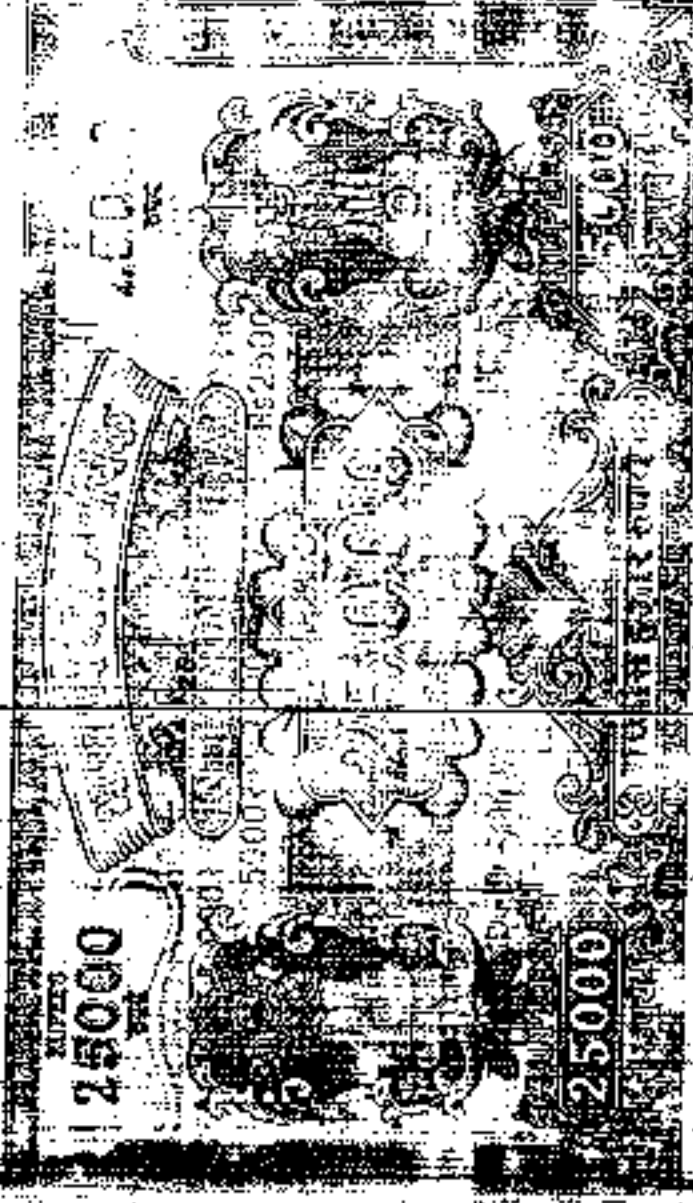
Page 10

PAID TO  
B. L. GARGAN  
SOLICITOR & ADVOCATE  
3RD FLOOR  
4 OLD POST OFFICE STREET  
CALCUTTA (INDIA)

INDEMNITY  
26/9/19

29/10 22 2500/-  
C 2000/-  
22 22802.50/-





0000 027712

common each having an undivided one fourteenth part of

1951

B. I. GAGGAR  
SOLICITOR & ADVOCATE  
3RD FLOOR  
& OLD POST OFFICE BUILDING  
CALCUTTA (WOM)

Union of India  
Presidly

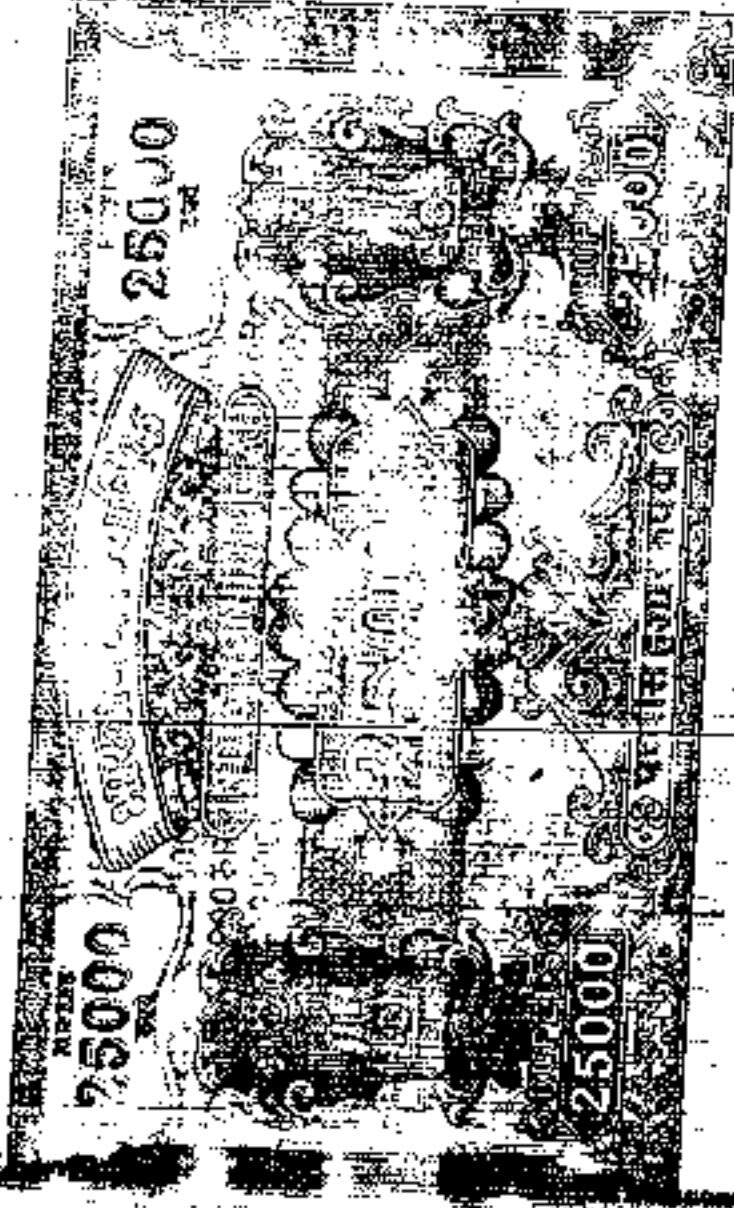
26/9/51



29/12	₹ 2	₹ 5000
C		5000
22		2000
		<u>₹ 280000</u>



Handwritten scribbles and lines below the stamp.



1000 025713

share in the same.

II. THE CONFIRMING PARTIES DO HEREBY COVENANT WITH THE

1911

and Mr. ...  
E. L. GAGGAR  
RAJCHOR & ADVOCATE  
3RD FLOOR  
& OLD POST OFFICE STREET  
CALCUTTA (INDIA)

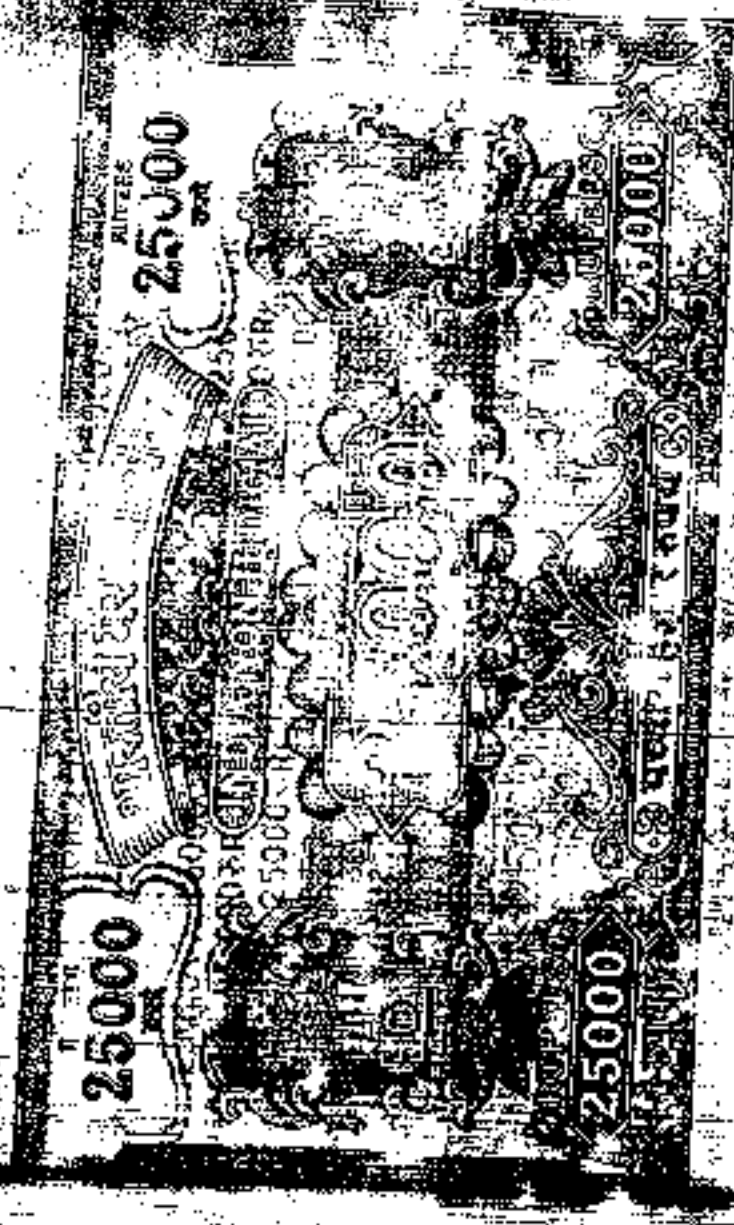
Office of ...  
No. 26/9/11



29/c 72 5000/-  
C 5000/-  
2000/-  
22 72802.00/-



Handwritten signature and text below the stamp.



ORDD 027714

PURCHASERS as follows :

- (a) That notwithstanding any act deed or thing whatsoever

9916

B. I. GAAGAN  
SOLICITOR & ADVOCATE

38D 1 LOR  
& OLD POST OFFICE STREET  
CALCUTTA-1

W. C. J. ...  
WYOMING

WYOMING

26/9/19



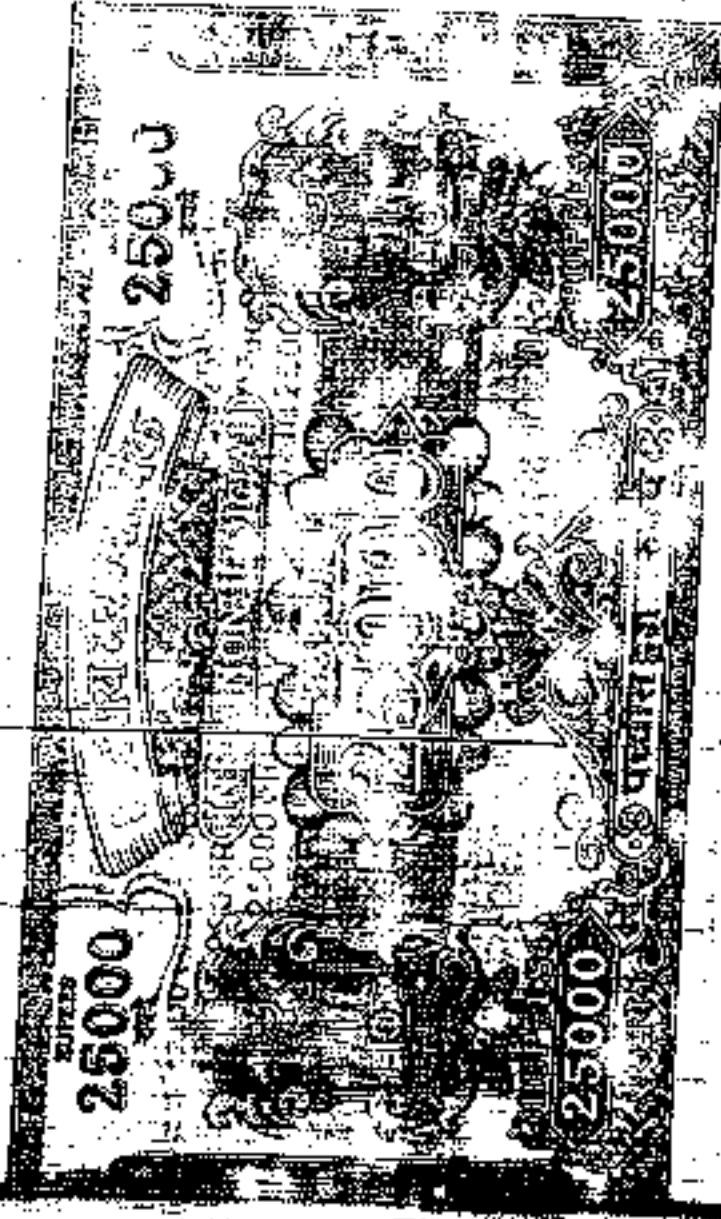
29/c 22 2/10/19  
sent

22 22802-21

RECEIVED BY ... TO ...

22802-21





0000 027733

made, done or suffered by the Confirming Parties, the

19910

PAID TO.....  
**B. L. GAOGAR**  
**SOLICITOR & ADVOCATE**  
AND LLOR  
& OLD POST OFFICE STREET  
CALCUTTA

India Office  
Treasury

Treasurer

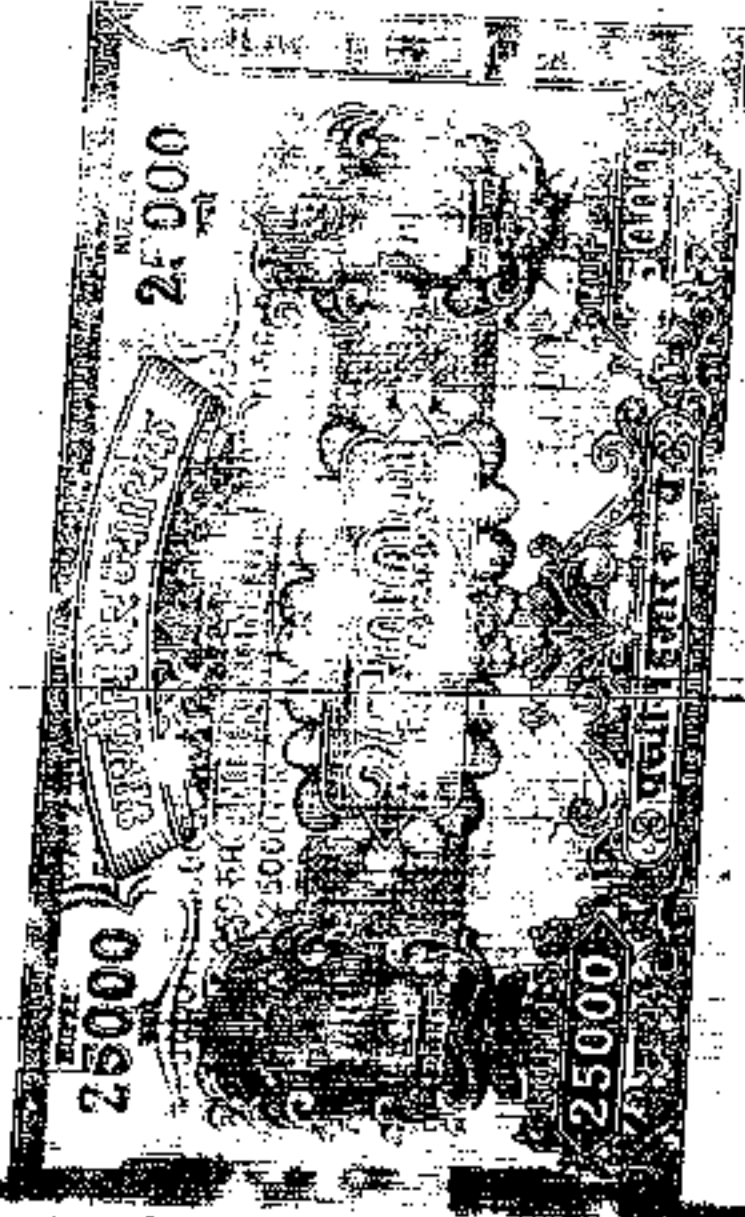
26/9/19



29/c	72	7500/-
C		5000/-
22		2500/-
		<u>7280200/-</u>

Handwritten signature or scribble.

Small printed text, possibly a date or reference number.



0000 027716

Confirming Parties are well and sufficiently

1991

**R. L. DODDAR**  
SOLUTION & SERVICE  
3RD FLOOR  
\* OLD POST OFFICE STREET  
CALCUTTA (INDIA)

Security *B*

26/9/91

29/10 72 7000  
C 5000  
22 72802001

*[Handwritten scribbles and marks]*



0000 627717

entitled to the said properties for the purpose of

1991

PAID TO  
R. L. GAOGAB  
SOLICITOR & ADVOCATE  
SRD 1 LODG  
& OLD POST OFFICE STREET  
CALCUTTA 700001

INDONESIA C. J. Board  
TREASURY

TREASURY

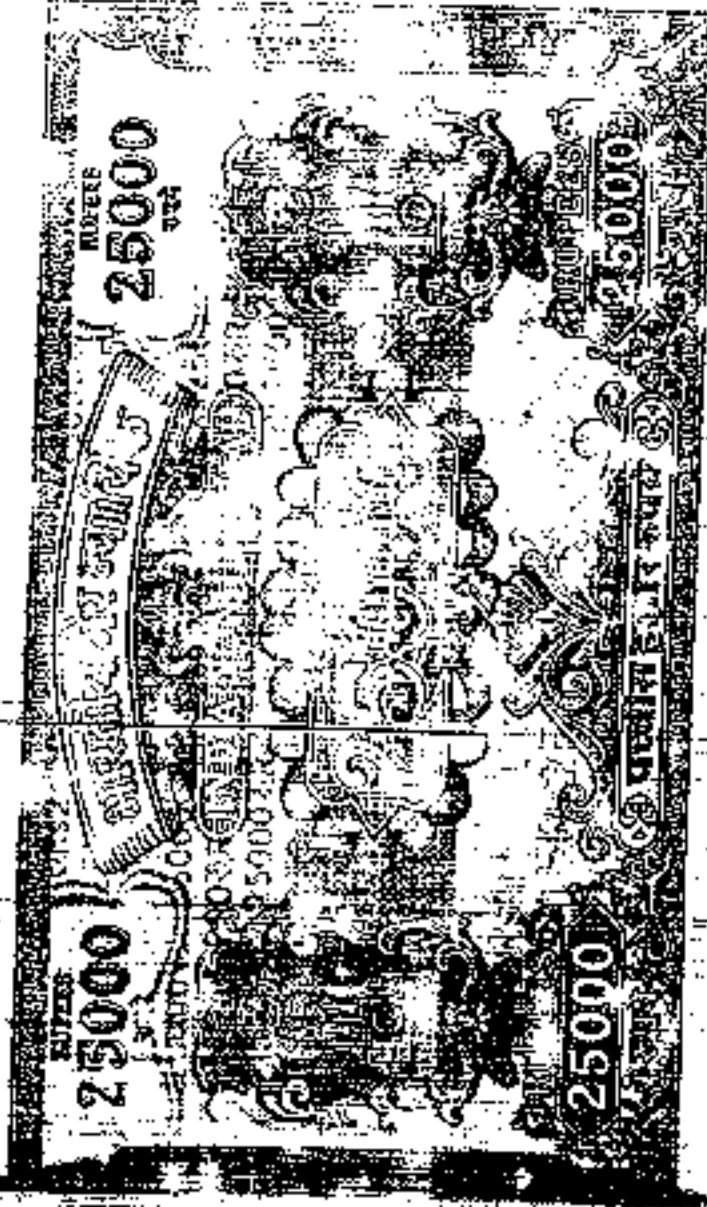
26/9/11



29/10 22 45000  
C 5000  
2000  
22 22802001



RECEIVED  
26/9/11



00000 027718

sale and transfer thereof in terms of the said order

19910

B. L. OJOGAR

CAUCITOR & ADVOCATE

3RD FLOOR

4 OLD POST OFFICE STREET

CAOUIRY (INDIA)

INDIA

TREASURY

26/9/11

*[Signature]*



29/10	72	25000
C		1000
		2000
22		<u>22802000</u>



*[Faint handwritten text]*





0050 027719

dated 11th June 1991 as modified by the said order

Page

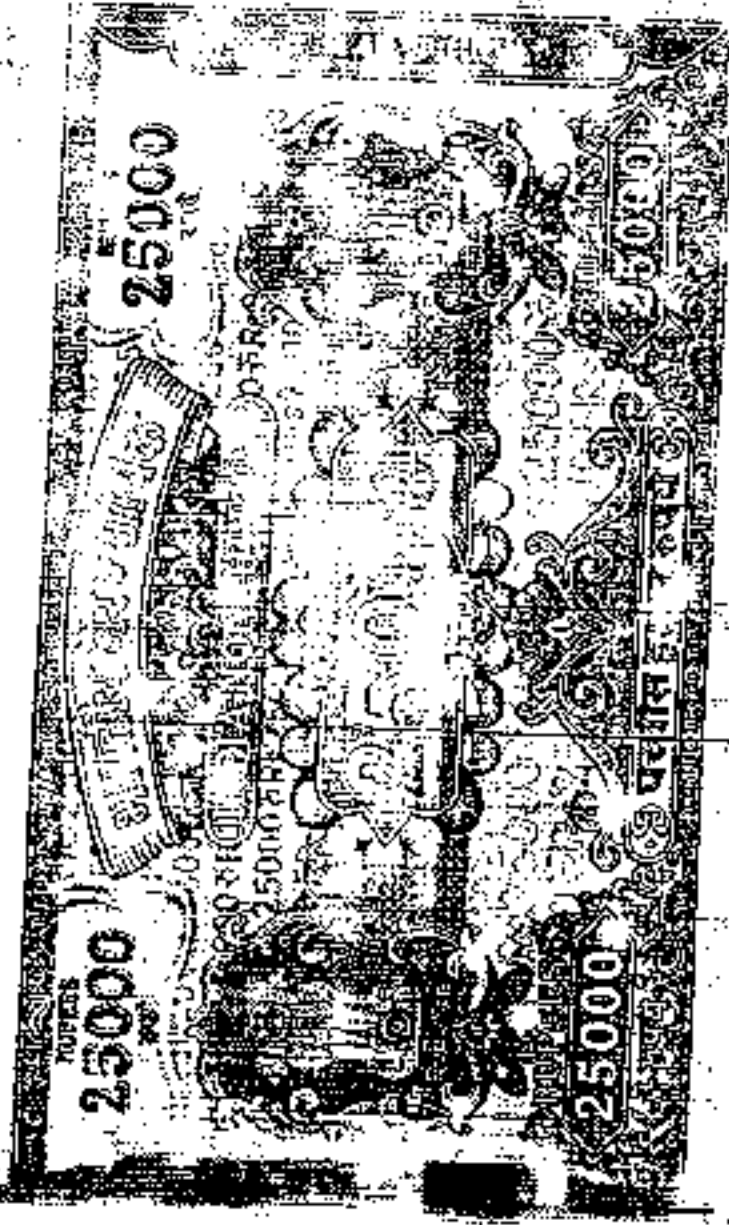
PAID BY.....  
R. L. BAGGAR.....  
SOLICITOR & ADVOCATE.....  
3RD FLOOR.....  
& OLD POST OFFICE STREET.....  
CALCUTTA-10001.....

Money Collected.....  
Treasury.....  
26/9/12



29/c	22	25000/-
C		5000/-
		2000/-
20.		<u>22800/-</u>

  
 26/9/12  
 CALCUTTA-10



0000 027720

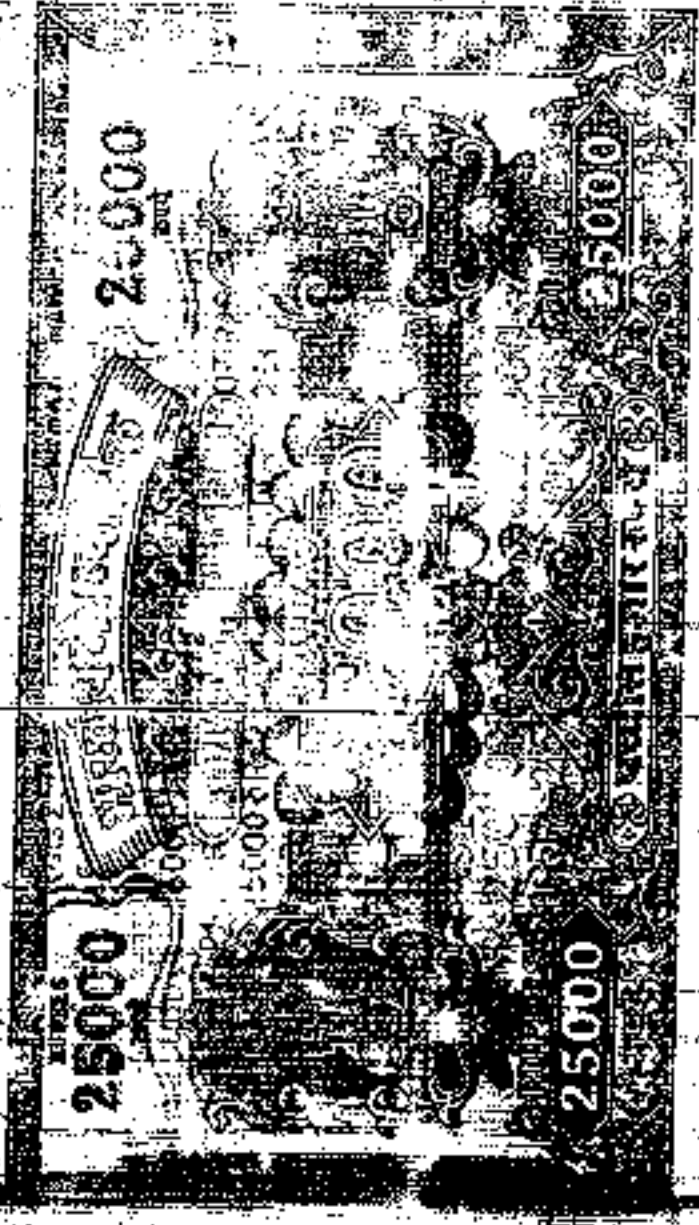
dated 9th July 1993.

19410

B. L. OAGGAR  
 SOLUTION & MOUNTS  
 AND LDOOR  
 A OLD POST OFFICE STREET  
 CALCUTTA (INDIA)  
 Telephone C. S. No. 1000  
 Treasury  
 No. 261919 X

29/c      22 2000  
             5000  
             2000  
 22      2280200





0000 027601

(b) That notwithstanding any act deed or thing whatsoever

1919

R. I. OJOGAN  
SOLICITOR & ADVOCATE

3ND FLOOR  
4 OLD POST OFFICE STREET  
CALCUTTA, INDIA

Notary Public

Tuesday

Tuesday

26/9/19



29/c	72	2500/-
C		500/-
		200/-
22		<u>2280200/-</u>



Signature



0000 027607

as aforesaid the vendors/joint Receivers now have

1910

PAID TO  
B. L. GAGGAR,  
SOLICITOR & ADVOCATE  
3RD FLOOR  
& OLD POST OFFICE STREET  
CALCUTTA (INDIA)

WAGON CORPORATION  
TUESDAY

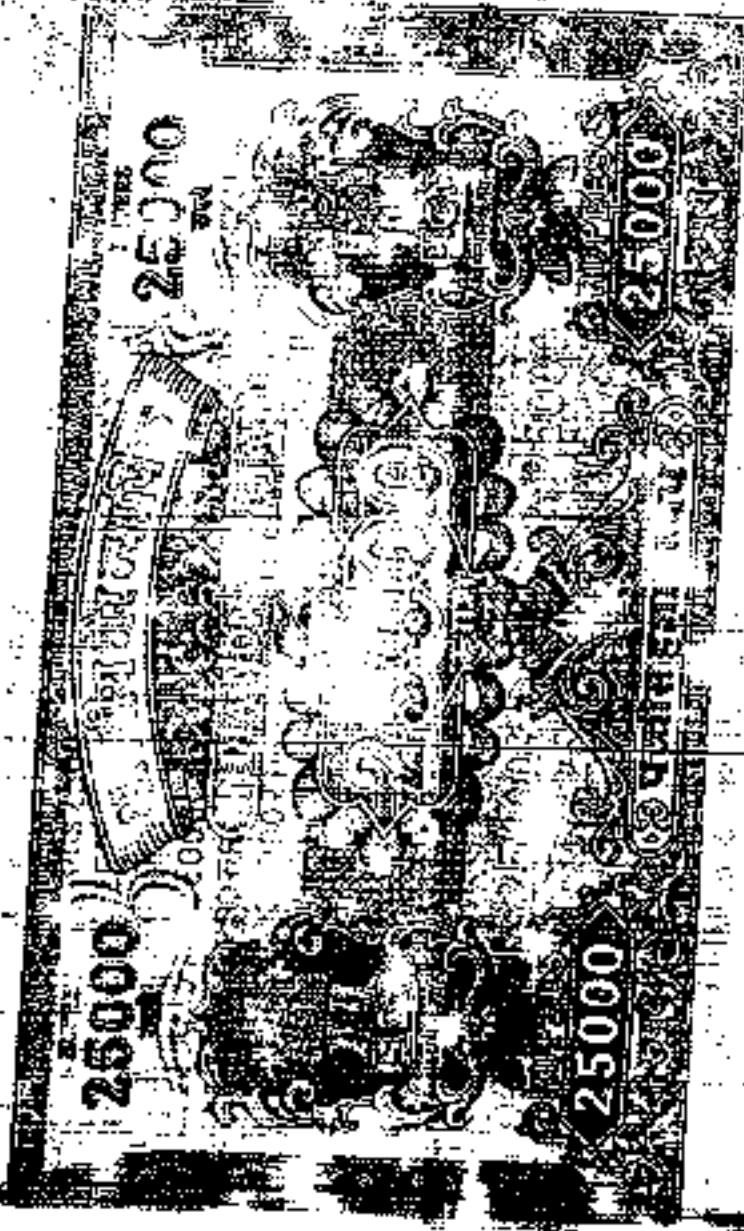
1910  
26/9/10



29/c 22 2500/-  
C 1000/-  
2000/-  
22 2280200/-







0000 027608

good right full power and absolute authority to sell

1991

PAID TO: B. L. DAGGAR, DIRECTOR & ADVOCATE  
3RD FLOOR  
\* OLD POST OFFICE STREET  
CALCUTTA (INDIA)

Postmaster  
TREASURY

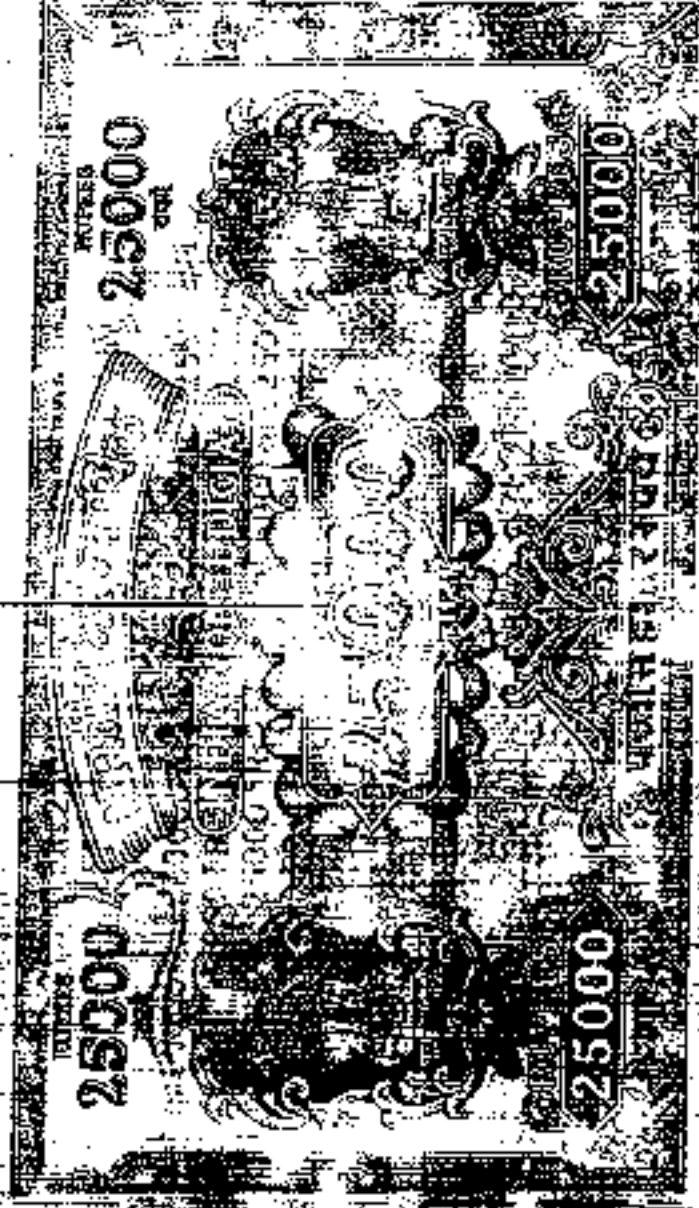
NO. 26/9/19

Postmaster



29/c	72	7500/-
C		5000/-
		2000/-
22		<u>7280200/-</u>





0000 027609

grant convey transfer and assure the said properties

1995

PAID TO.....  
**B. L. GAGGAR**.....  
SOLICITOR & ADVOCATE  
SBD 1 LON  
\* OLD POST OFFICE STREET  
CALCUTTA-70001

System Controls  
Treasury

10  
26/9/93

*B*  
Treasurer



29/c	22	2800
C		5000
		2000
22		<u>22802000</u>

Small handwritten notes and scribbles at the bottom left of the page.



0006 027610

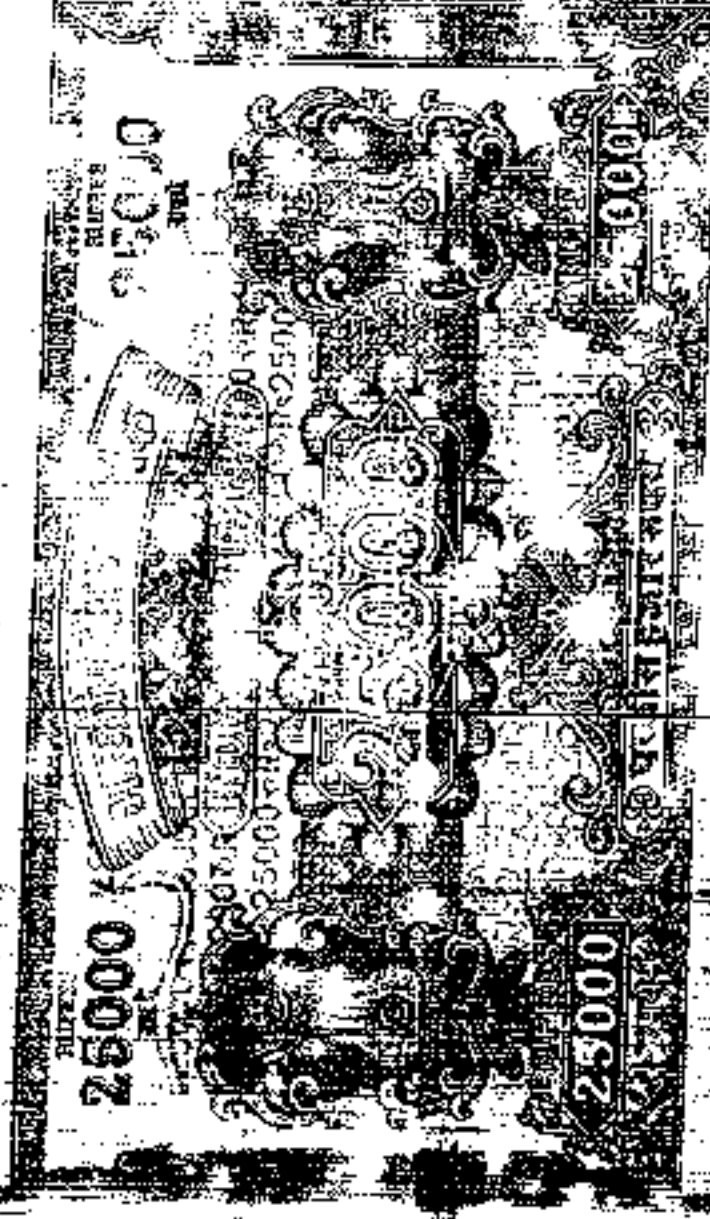
heraby arld granted transferred and conveyed or

19910

No. 19910  
 B. L. DADGAR  
 SOLICITOR & ADVOCATE  
 3ND FLOOR  
 & OLD POST OFFICE STREET  
 CALCUTTA-10001  
 Presidency  
 Bengal  
 India  
 26/9/11

29/11 72 2000  
 C 2000  
 28. 72802001





027611 0000

expressed or intended so to be unto and to the use

19910

S. L. OAGAR  
SOLUTION & ALVOCATE  
3RD FLOOR  
4 OLD POST OFFICE STREET  
CALCUTTA (INDIA)

General Correspondence  
Priority

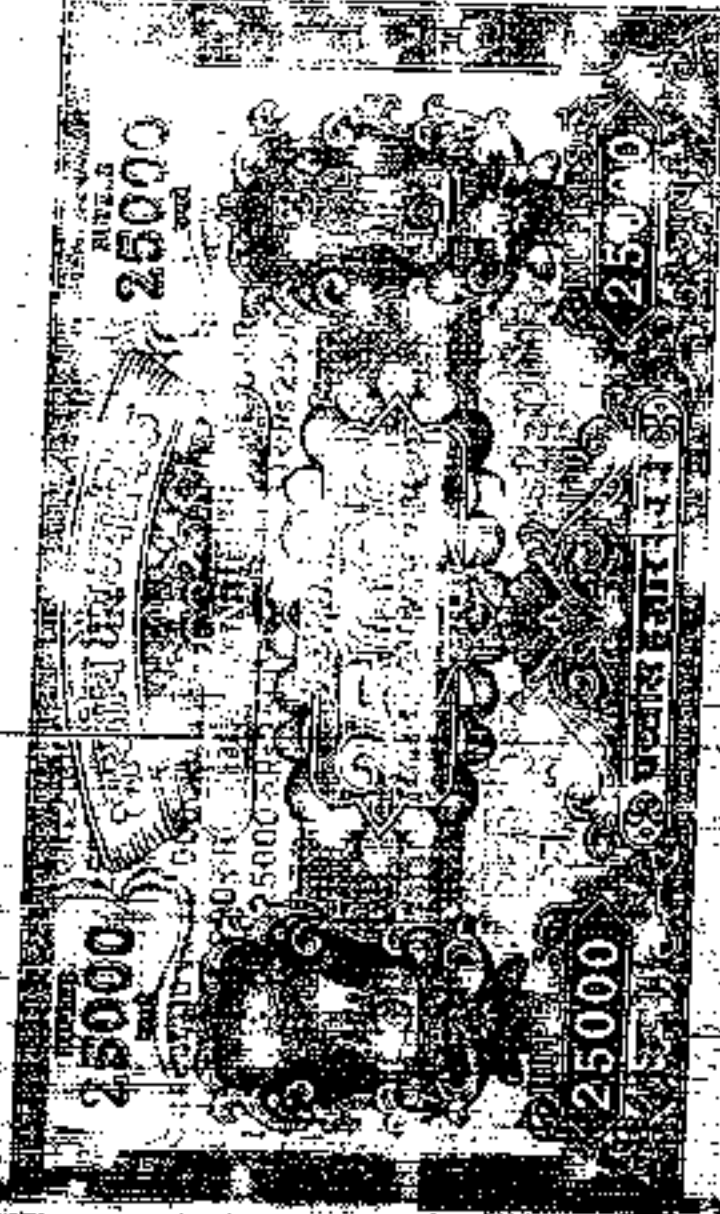
Signature

10  
26/9/91

29/10 22 25000  
C  
2000  
22 22802001







0000 027612

of the Purchasers in the manner aforesaid.

19910

PAID TO B. L. OAGGAR  
SECURITIES & ADVISORS  
AND LABOR  
A OLD FOSTER SERVICE OF THE FT  
CALCUTTA (INDIA)

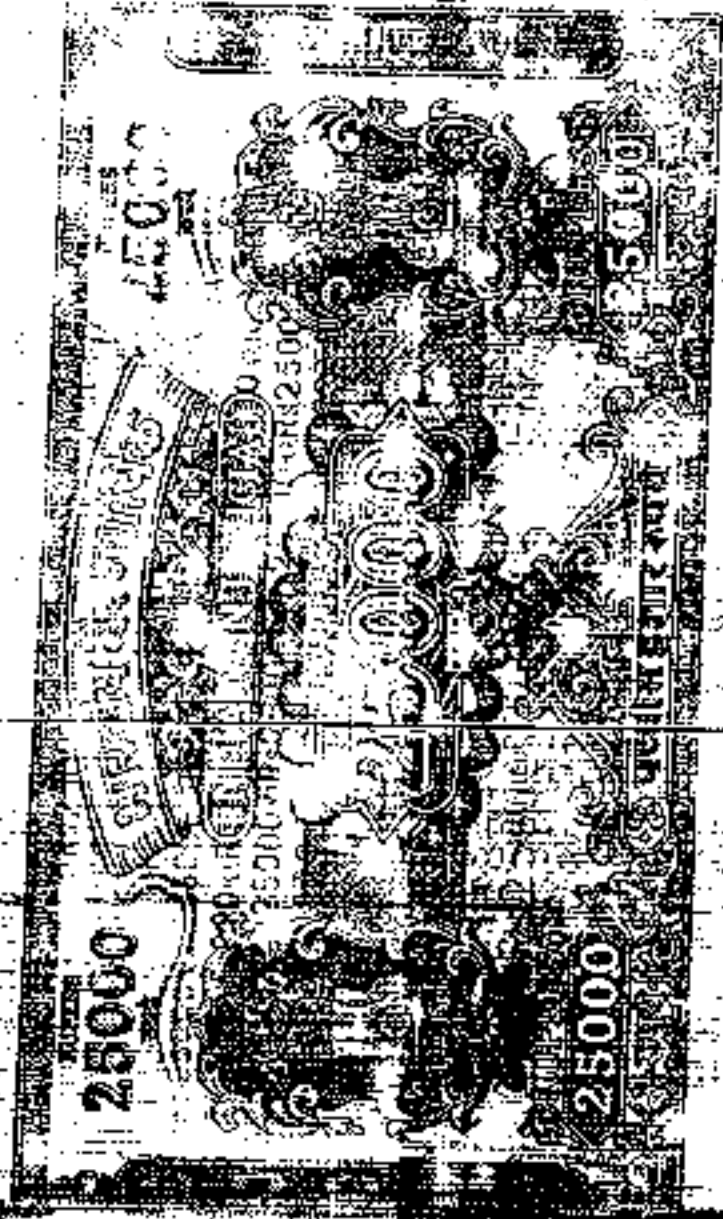
Treasury STANBURY

NO. 261919x



291c 72 2000  
C 2000  
22 22802001





0000 127613

(c) That the said properties hereby sold granted

1916

B. L. GADGAB  
SOUTHERN & ADVOCATE  
3RD FLOOR  
OLD POST OFFICE STREET  
CALCUTTA (INDIA)

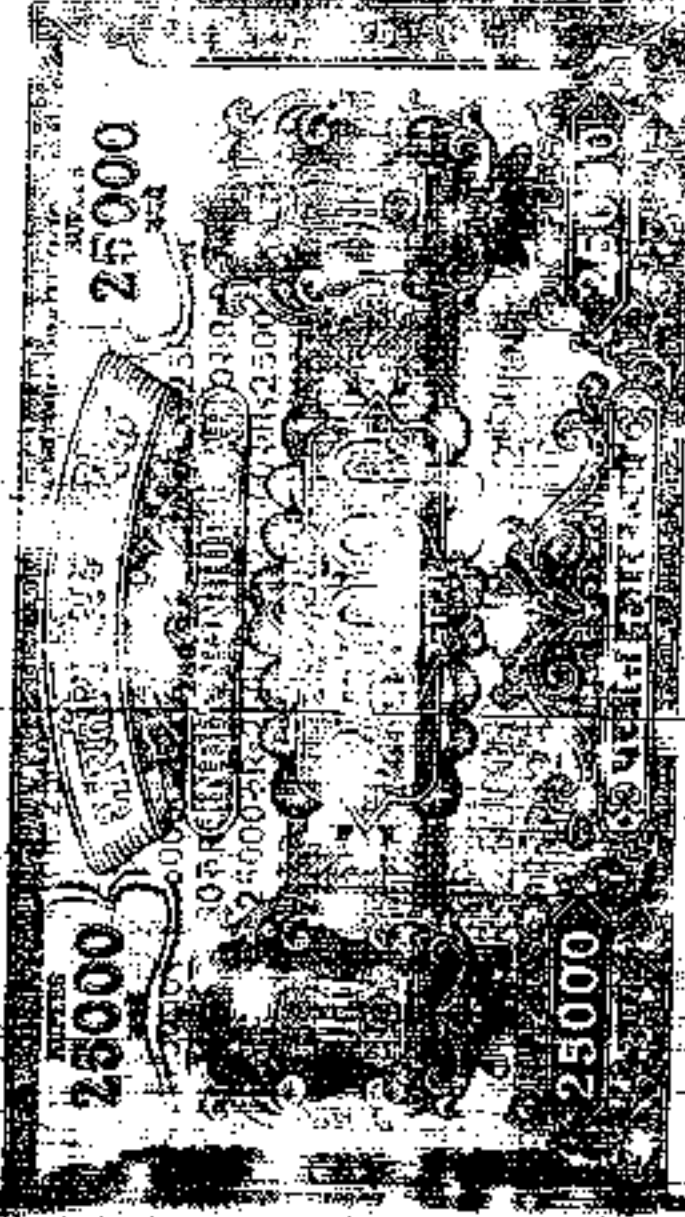
10  
26/9/16

10  
26/9/16



29/c 22 2000  
C 2000  
22 22802001

Calcutta



000 0:7614

transferred and conveyed or expressed or intended so

Page 10

and All .....  
Paid to ..... **M. L. OAGGARH** .....  
COLLECTOR & ADVOCATE .....  
SBD & LOR .....  
4 OLD POST OFFICE STREET .....  
CALCUTTA (INDIA) .....

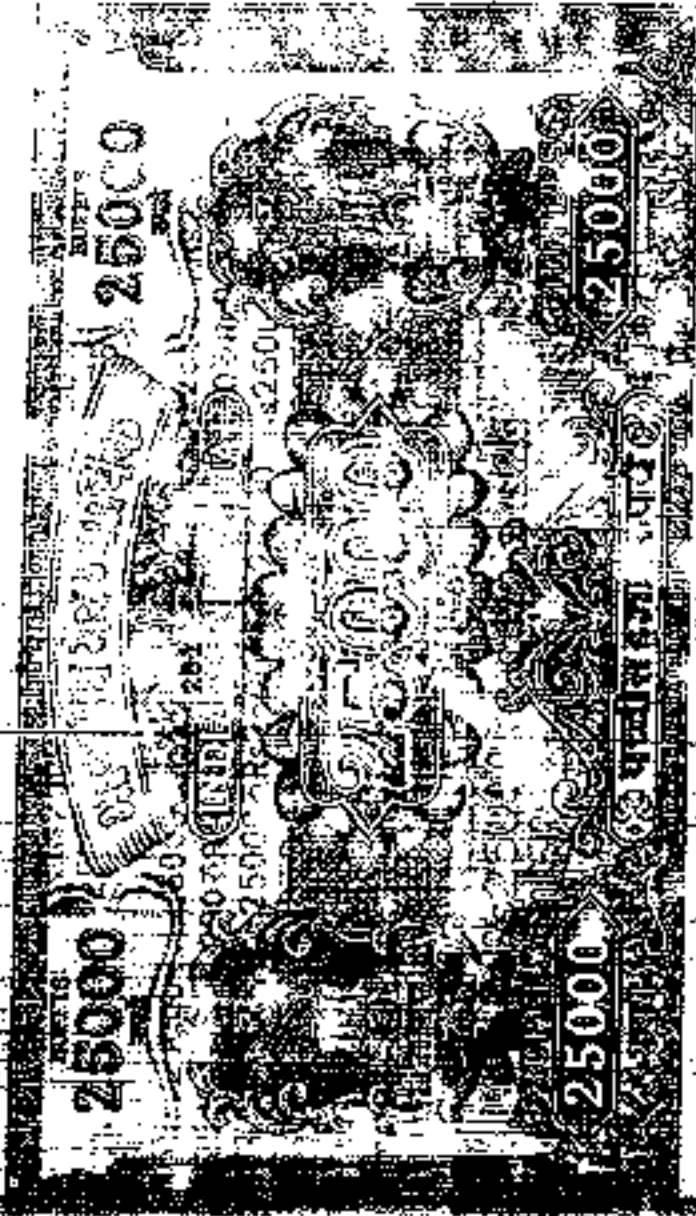
.....  
TREASURY .....  
26/9/11

*A*  
.....



29/11 72 75000  
C 55000  
25000  
72  
72802.50





0000 0276 '5

to be are free from all mortgages claims demands

19910

B. L. GADGAR  
SOLICITOR & ADVOCATE  
3RD FLOOR  
4, OLD POST OFFICE STREET  
CALCUTTA

18  
26/9/92

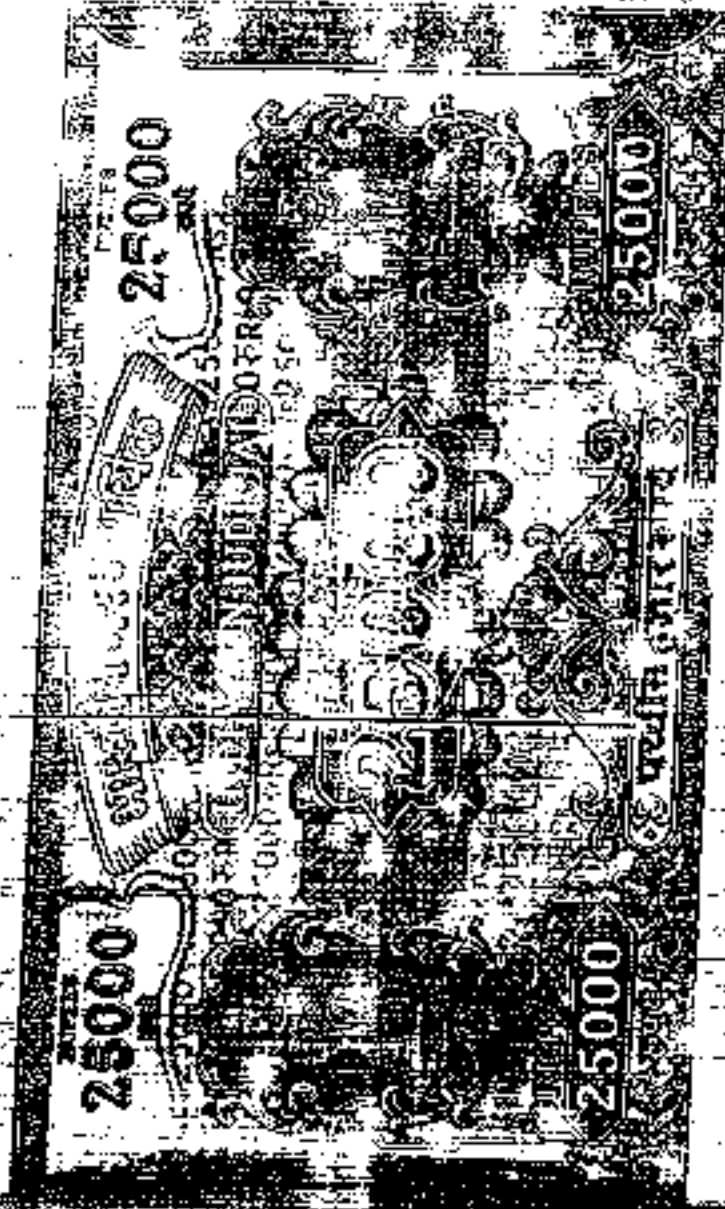
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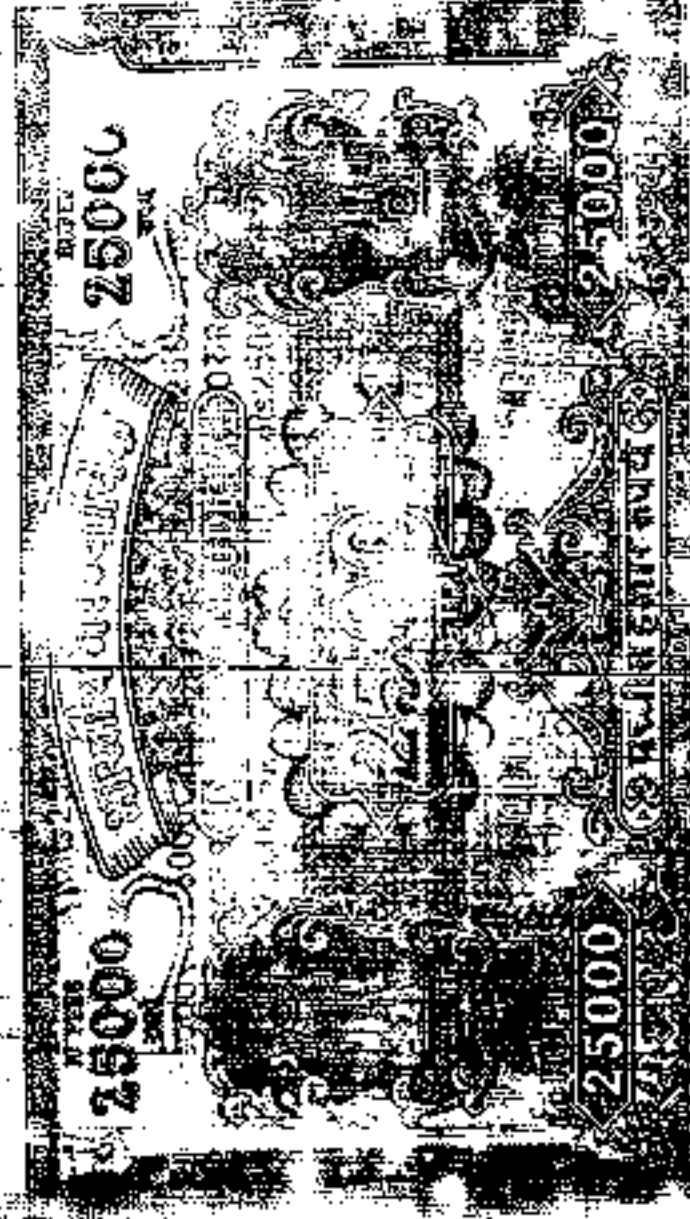
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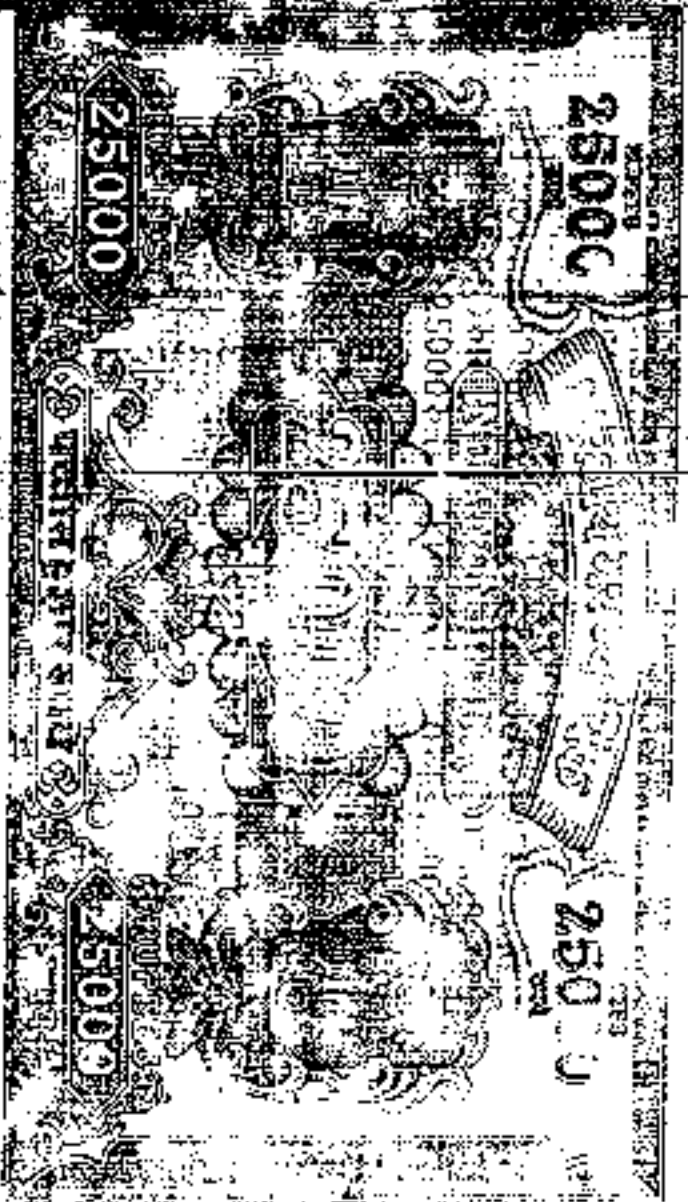
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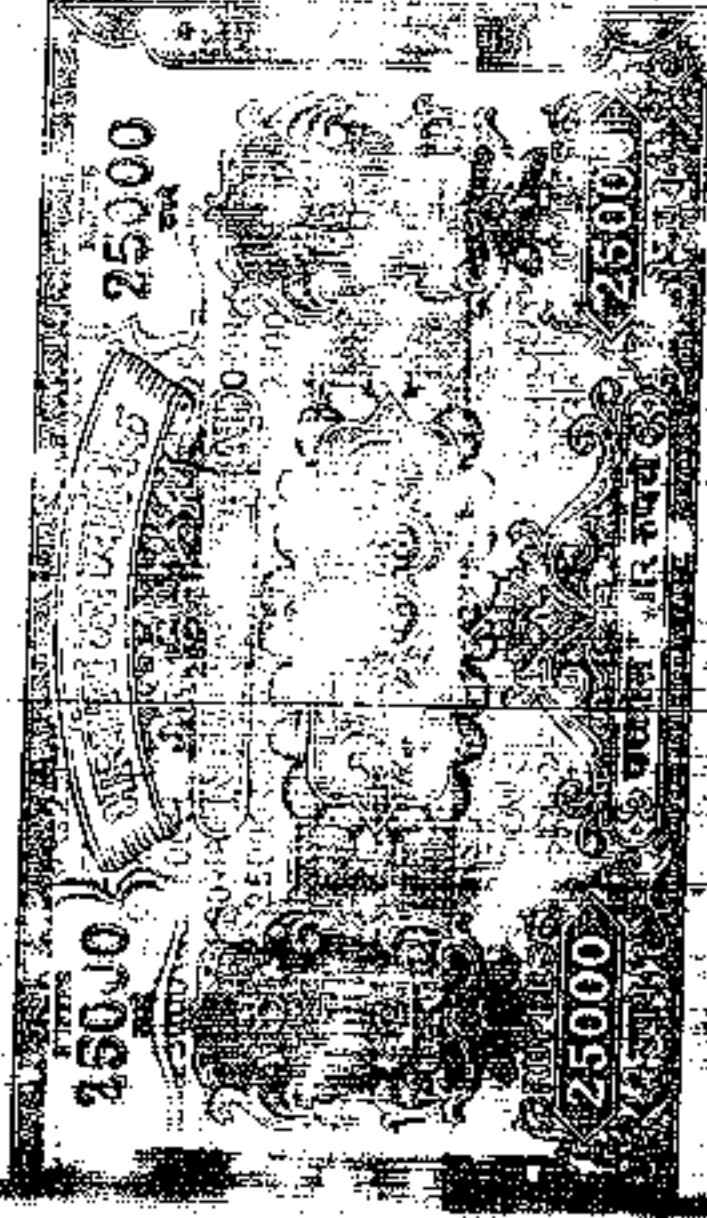


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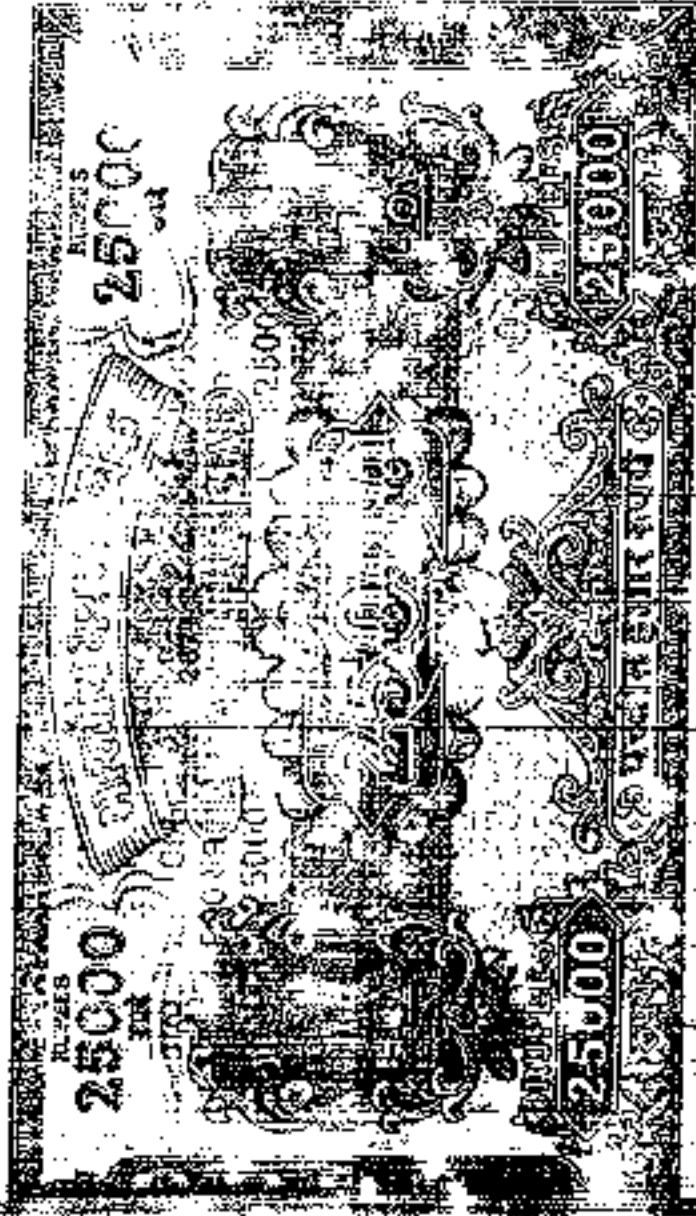
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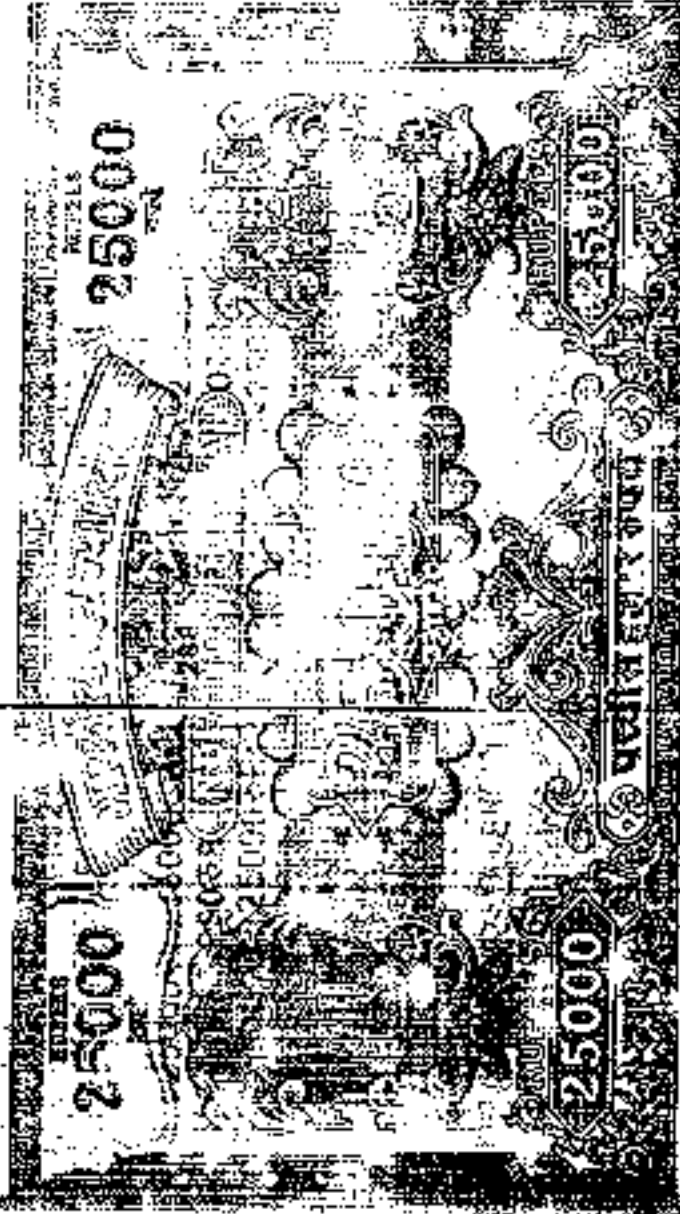
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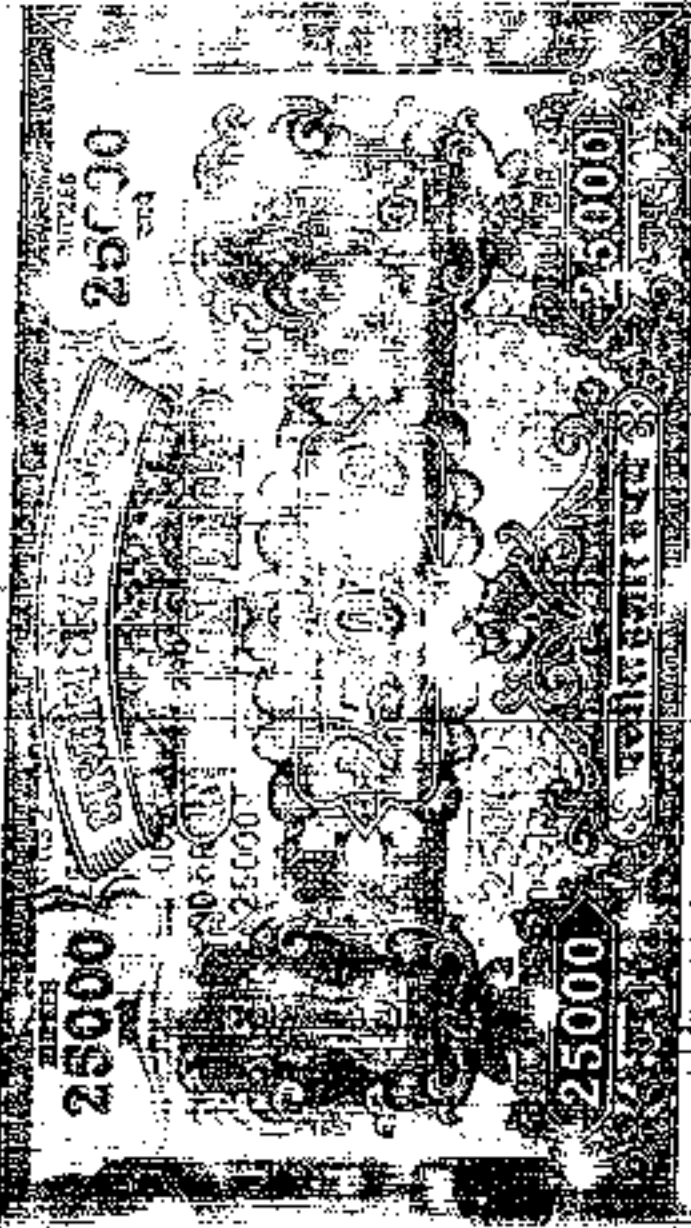


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Signature



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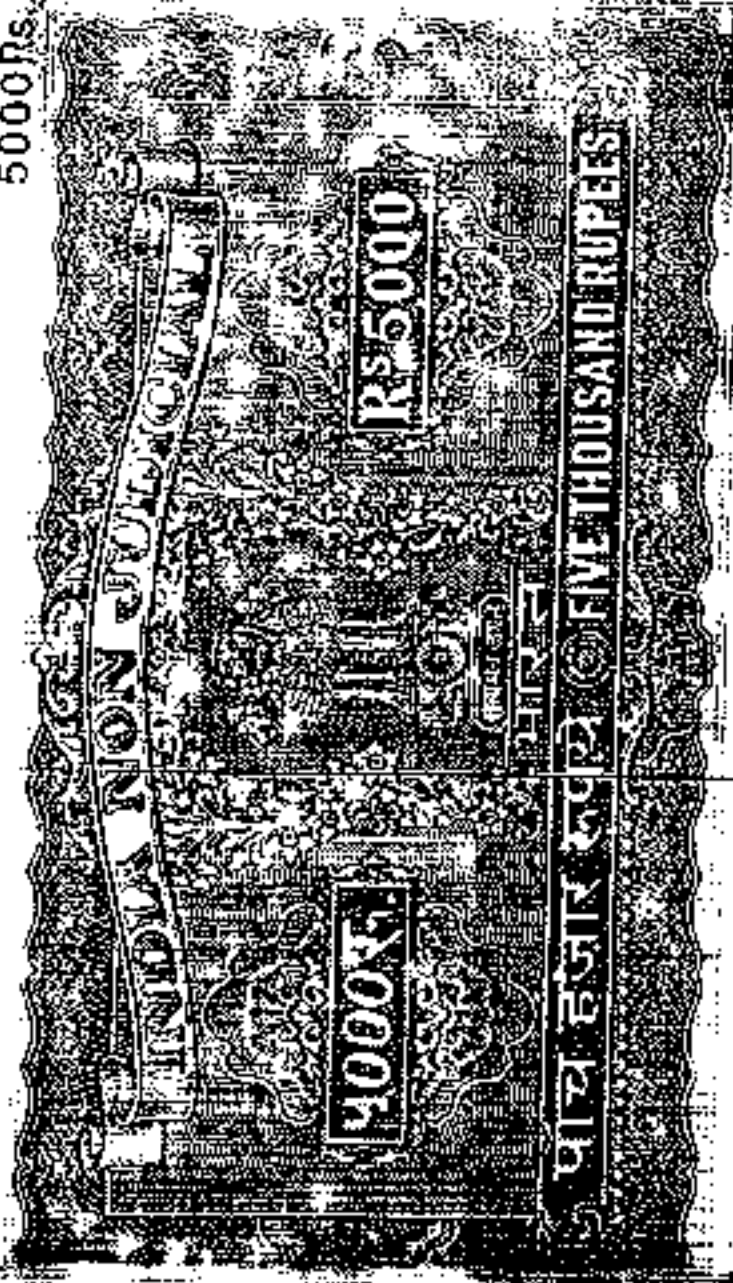
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the Confirming Parties or any person or persons

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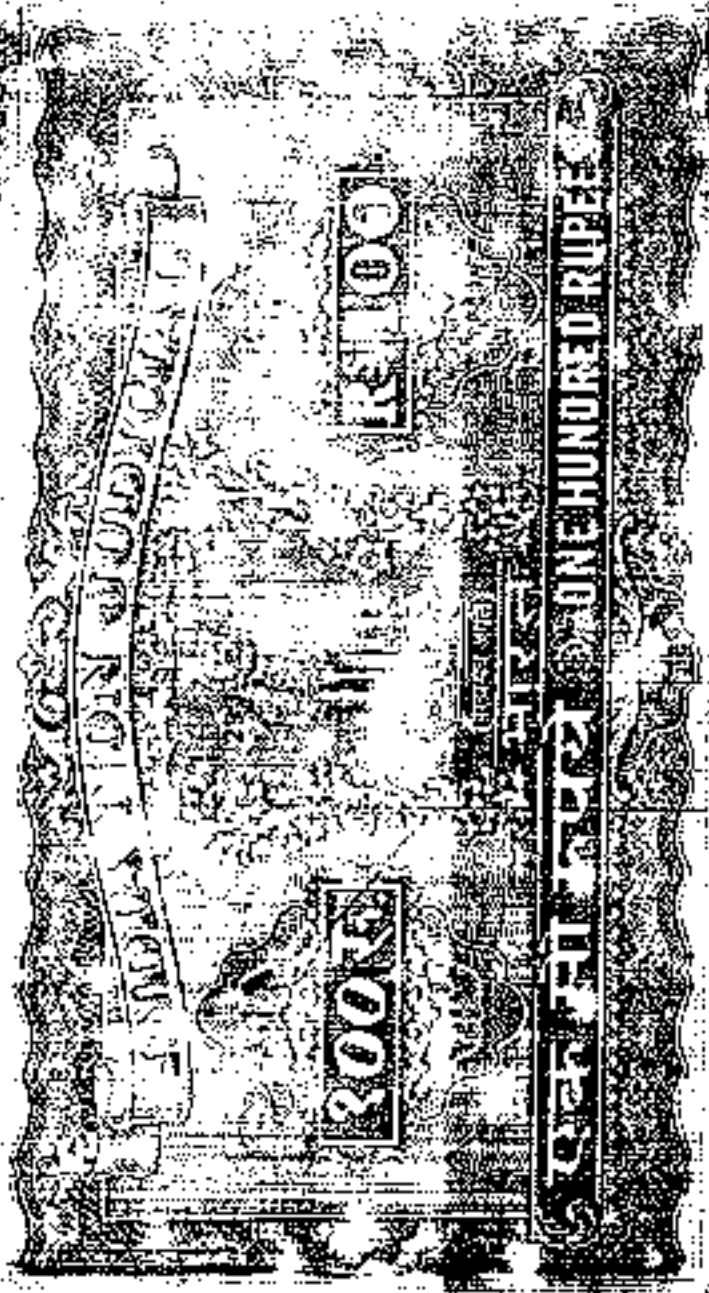
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having or lawfully or equitably claiming as

UNITED STATES POST OFFICE  
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Secretary

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Secretary

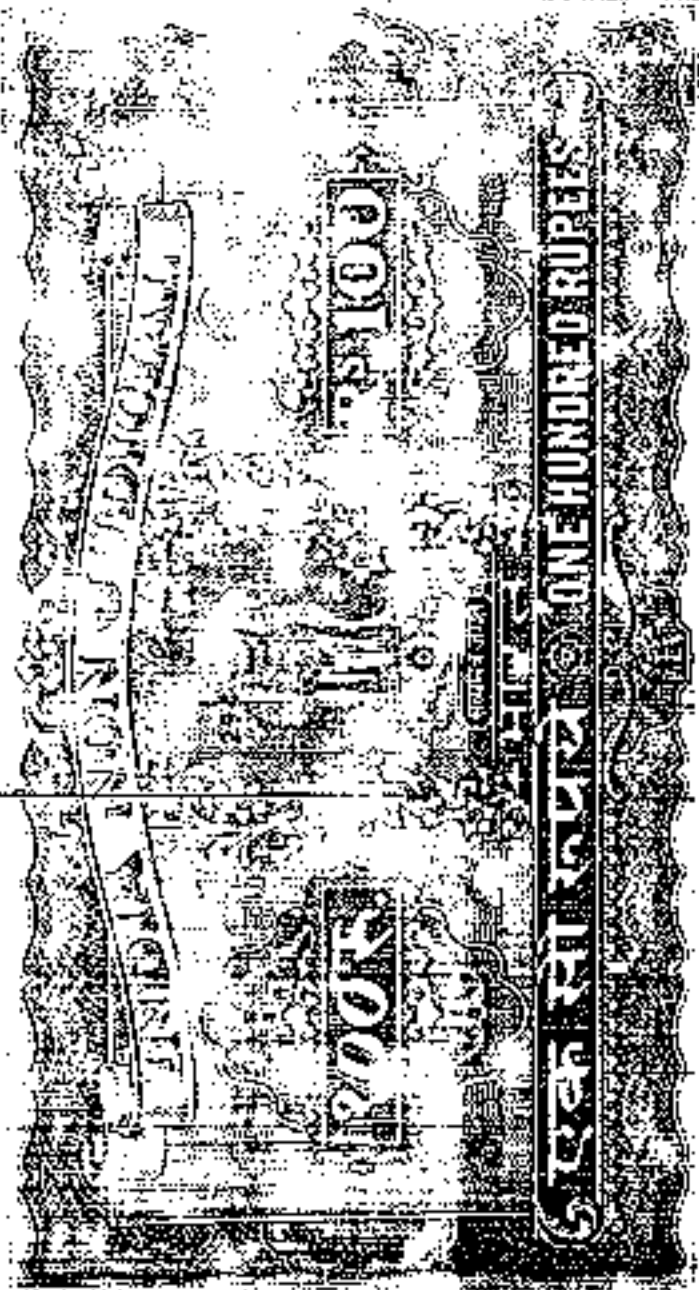


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aforesaid.

(e) That free and clear and freely and clearly and

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absolutely acquitted exonerated and forever discharged or otherwise by the Confirming Parties well and sufficiently saved harmless and kept indemnified of from and against all estates charges encumbrances liens attachments lispendence debttax trust claims and demands whatsoever created occasioned or made by the Confirming Parties or any person or persons lawfully or equitably claiming as aforesaid.

(f) That the Confirming Parties and all persons having or lawfully or equitably claiming any estate or interest in the said properties or any part thereof from under or in trust for the Confirming Parties shall and will from time to time and at all times hereafter at the request and costs of the Purchasers do and execute or cause to be done and executed all such acts deeds or things whatsoever for further better or more perfectly assuring the said properties and every part thereof unto and to the use of the Purchasers in the manner aforesaid as shall or may be reasonably required.

(g) That the Confirming Parties have not at any time heretofore done or executed or knowingly suffered or been party or privy to any act deed or thing whereby the said properties hereby sold granted transferred and conveyed or expressed or intended so to be or any part thereof is or are or can or may be



impeached or encumbered or affected in title or interest or otherwise.

b) That the Confirming Parties have pursuant to the said orders of the Hon'ble Supreme Court and the Hon'ble High Court paid all tax liabilities of the Residuary Estate out of the consideration received from the Purchasers and no liability for taxes like Income Tax, Wealth Tax, Gift Tax, Estate Duty Corporation Tax or any other liability or any Government dues of any nature whatsoever exists against the said Residuary Estate or against the said properties and the said properties sought to be transferred hereby are free from all encumbrances whatsoever.

III. The vendors as the Joint Receivers appointed under the said order dated 11th June 1993 as modified by the said order dated 9th July 1997 do hereby declare and covenant with the Purchasers that they have full power and authority to transfer the said properties unto and in favour of the Purchasers in terms of the said orders and they have not done or knowingly suffered or been party or privy to any act deed or thing whereby they are prevented from granting and conveying the said properties in manner aforesaid.



THE SCHEDULE ABOVE REFERRED TO

ALL THOSE pieces and parcels of lands containing by admeasurement situate lying at and also as per records an area of 5 (five) Bighas be the same a little more or less situate lying at and being Municipal Premises NO. 42A 42B and 42/1 Chowringhee Road (now known as Jawaharlal Nehru Road) Calcutta in ward No. 63 of the Calcutta Municipal Corporation together with the buildings and structures standing thereon and butted and bounded as follows:

EAST : By premises No. 7/1, Little Russell Street, and premises No. 3/1, Middleton Street.

WEST : By Jawaharlal Nehru Road.

SOUTH : By premises No. 43, Jawaharlal Nehru Road.

NORTH : By premises No. 42C, Jawaharlal Nehru Road.

Situation of which properties have been shown on the plan hereto annexed.

IN WITNESS WHEREOF the parties have hereunto set and subscribed their hands and seals the day month and year first above written.

SIGNED AND DELIVERED By the

Vendors/Joint Receivers at

Calcutta in the presence of:

*24/11/1954*  
*Calcutta*

*Satyajit Prinja Bhowmik*  
*297*  
*Calcutta*

*Pranjana*

*Pranab Kumar Biswas*





SIGNED AND DELIVERED by the  
 Confirning Parties at Calcutta

in the Presence of:

25/10/1947  
 25/10/1947

25/10/1947  
 25/10/1947

William Brown

Kanwar Singh

all the other names  
 in their committee  
 address



Received of and from the within named purchasers the within mentioned consideration sum of Rs. 10.40 Crores (Rupees Ten Crores and Forty Lacs) by several Cheques and Pay Orders and Demand Drafts of diverse sums to the trustees and to the account and on behalf of the Trust Estate from time to time.

*Pratik Handa*

*Trustee*

*Trustee of Estate*

*Pratik Handa*

*Pratik Handa*

*Trustee*

*Trustee of Estate*

*Pratik Handa*

*Trustee*

*Trustee of Estate*

*Pratik Handa*





1997  
1997

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DATED THIS DAY OF 1997

BETWEEN

DIPAK DEB J ANB.

AND

DEVIKA RATIL JHA & ORS.

AND

KONGROO MERCHANDISE PVT. LTD. & ORS.



1997

BEFORE ME

1997

*Handwritten signature*

1997

1997

WITNESSES

Sd/- S. K. GANDHI  
Sd/- J. K. ANAND  
6 Old Post Office Street,  
Calcutta-700 001

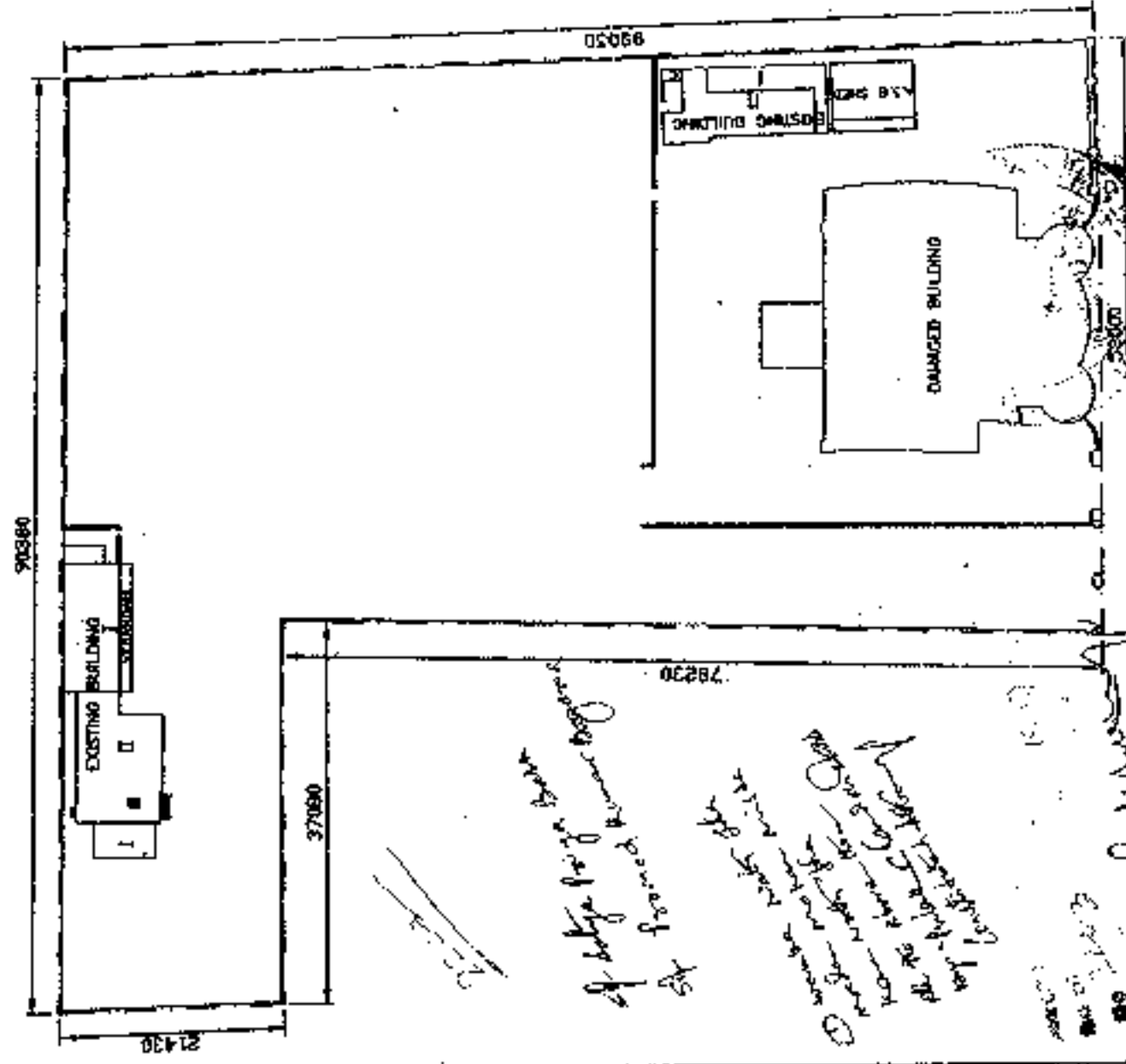
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**SITE PLAN FOR PRE. NO. 42A, 42B & 42/1  
JAWAHARLAL NEHRU ROAD (CHOWRINGHEE ROAD) CALCUTTA**

AREA OF LAND = 8748.79 SQ.M.  
= 100K-14CH-133SQ. FT.



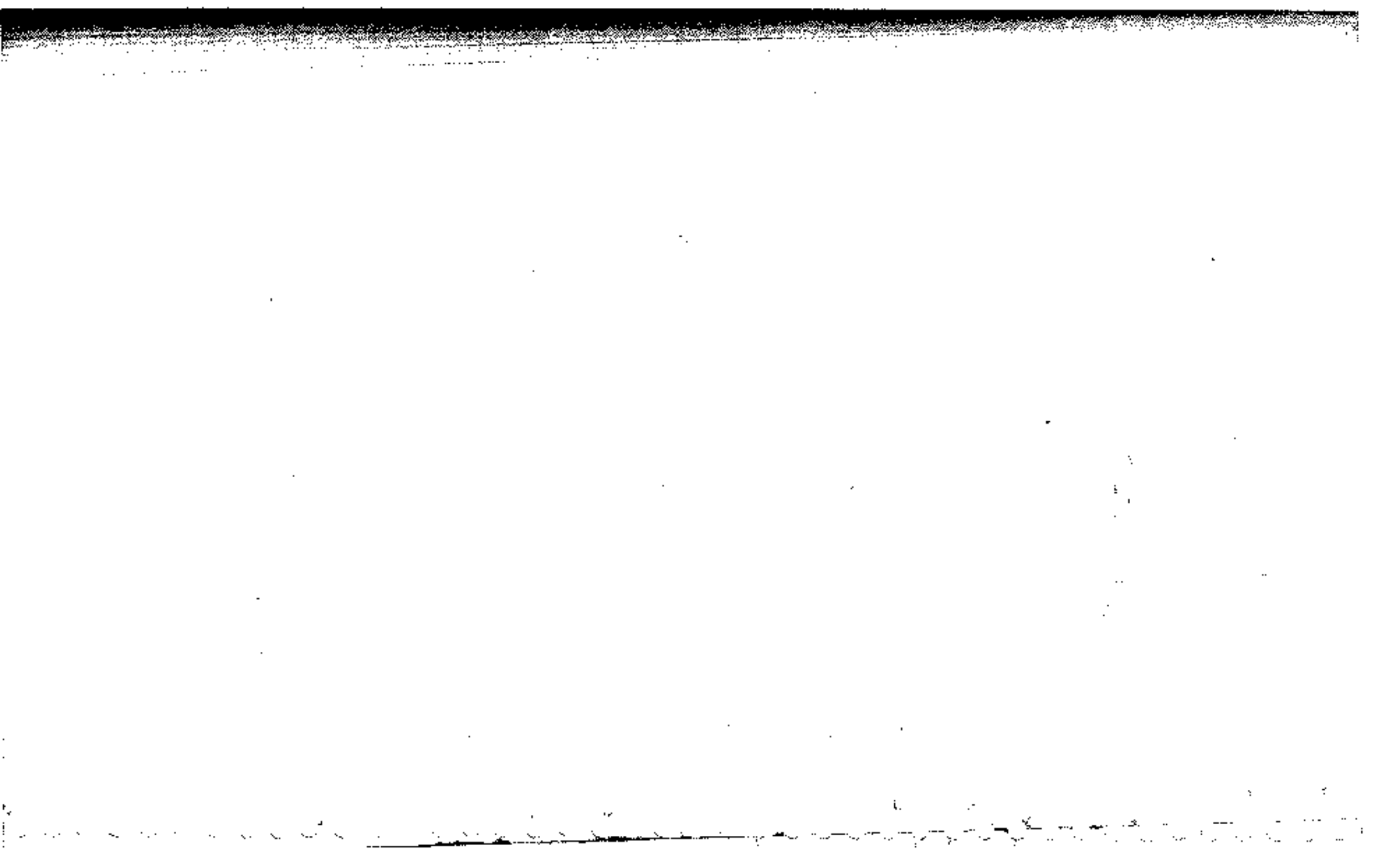
JAWAHARLAL NEHRU ROAD

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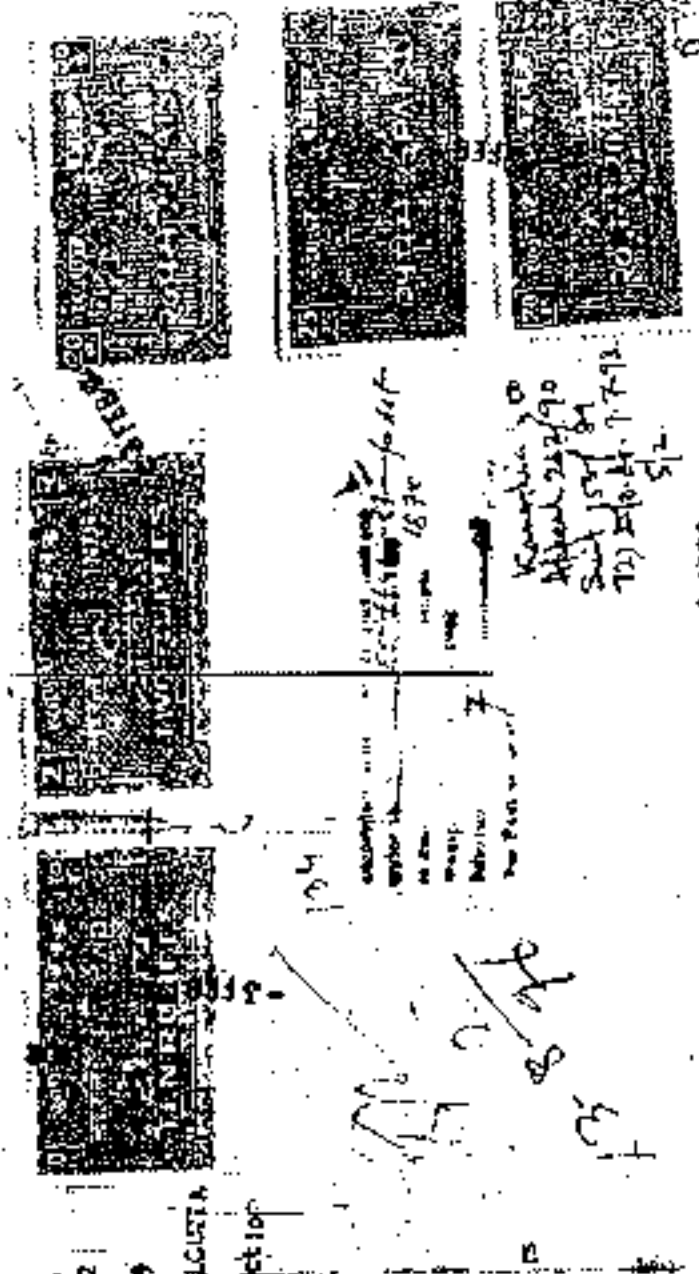


CONSULTANT  
**MUKHERJEE & ALLIANCES (I) PVT. LTD.**  
JABAKUSUM HOUSE, 34, CHITTARANJAN AVENUE, CALCUTTA-700 012

*Handwritten notes:*  
 1. The area of the plot is 8748.79 sq.m.  
 2. The area of the buildings is 100K-14CH-133 sq. ft.  
 3. The area of the damaged building is 100K-14CH-133 sq. ft.  
 4. The area of the existing building is 100K-14CH-133 sq. ft.  
 5. The area of the plot is 8748.79 sq.m.  
 6. The area of the buildings is 100K-14CH-133 sq. ft.  
 7. The area of the damaged building is 100K-14CH-133 sq. ft.  
 8. The area of the existing building is 100K-14CH-133 sq. ft.







Appeal No. 262 of 1972  
 Suit No. 156 of 1969  
 IN THE HIGH COURT AT CALCUTTA  
 CIVIL APPELLATE JURISDICTION.

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 of JUDGE

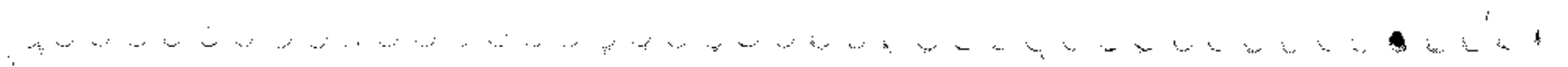
Present:  
 The Hon'ble Justice  
 Justice K. Sengupta  
 and  
 The Hon'ble Justice  
 Registrar Shyamal Kumar Sen  
 July 9, 1973.

Dwarkan Nath Jha & Others.  
 VERSUS  
 Ram Prasad Mukhto & ANR.

*[Handwritten Signature]*  
 REGISTRAR  
 CALCUTTA

Dictated Orders

THE COURT, by consent of the parties, the order dated 11.6.73 is modified to the following extent:-  
 1) In the 1st. para of the order dated 11.6.73 various names of the Advocates, Barristers and Solicitors are appearing but it should appear in the following manner:  
 a) Mr. P.K. Mullick with Mr. P. Roy Chowdhury for the appellants Trustees, Advocate-on-Record  
 Mr. J. Anil Chowdhury with Mr. Soumitra Ghosh Chowdhury for the Respondent No.1. Ramprasad Mukhto and Advocate-on-Record M/s. S.M. Bararia & Co.  
 c) Miss Suparno Mukherjee with Mr. Khara, on behalf of Mr. Subeswar Singh & Others, the address *[illegible]*



4) At page no. 4 in paragraph no.3 the date of application should be 4.3.1993 instead of 12.3.1993.

5) At page no.5 in 2nd line the date should be 22.3.1993 instead of 12.2.1993.

6) At page no.6 in paragraph no.11 the name of Mr. Bimal Chatterjee should be deleted and Mr. S. Mukherjee should be inserted.

7) At page no.7 in paragraph no. 13 the last sentence should be deleted and following should be inserted "The application is dismissed. However, the sale of the stressed properties is in favour of M/s. Waxgrov Merchandise Pvt Ltd. and the said other 13 Pvt. Ltd. Companies mentioned hereinabove is confirmed" in terms of the agreement dated January 18, 1993 between the parties subject to the modification made by this Court.

8. At page no.7 in sub-paragraph (A) of para. 7 no.14 in the last line before 26.4.1993 on should be deleted and upto should be added.

9. At page no.8 in sub-paragraph No.C(i) after Rs. 2 Crores 11 lacs within 30 days of the passing of this order "and on handing over the possession of Premises No.42B, Chowringhee Road" should be added.

10. At page no.9 in sub-paragraph No.C(ii) the paragraph should read like this "A sum of Rs. 94 Lacs will be paid within 30 days of the disposal of the writ petition."

11) At page no.8 in paragraph No.C(iii) - instead of the present order, it should read like this, "The balance sum of Rs. 5 crores 40 lacs will be paid within 18 months from the date of the disposal of the said Writ Application."

12. At page No.9 the following paragraph should be added as C(iv) - "The entire premises No.42B, Chowringhee Road shall remain charged for payment of balance consideration of the other two premises being premises Nos. 42/1 and 42C, Chowringhee Road. The Receivers however will be entitled to transfer and convey any portion or portions of entire Premises No.42B, Chowringhee Road, the Purchasers of their nominee or assignee but in case of such transfer the entire consideration money received by the Purchasers will be paid to the Receivers towards the



payment of the due consideration of 42/1 and 42A, Chowringhee Road and to that extent the charge will shift to the sale proceeds. The Receiver, upon receipt of such sale proceeds will pay the trustees the balance consideration then remaining due in respect of the premises No. 42/1 and 42A, Chowringhee Road.

The Purchasers their nominee/nominees or assignees will be entitled to receive the possession of any portion of 42A, J.L. Nehru Road from the tenants and to let out the same to the new tenants in case the existing tenants decide to surrender the tenancy or their tenancy is terminated in accordance with law.

Clause (D) under paragraph 13 will stand deleted and the following paragraph shall be substituted:-

(D) - In case of requisition and/or acquisition of Premises No. 42A and 42/1, J.L. Nehru Road, or either of them the compensation receivable in respect of such requisition will be received by the Receiver and made over to the Trustees after deducting therefrom the entire amount of advances given or to be given by the Purchasers upto the time of the receipt of the compensation and such advances will be paid to the Purchasers. The receiver will pay out of the compensation the advances for the property to the Purchasers and the balance to the Trustees.

13) At Page No. 6 in sub-paragraph No. (E) - Mr. Dipak Day and Mr. P.K. Basu, both Advocates of this Court, are appointed Receiver to act jointly and/or severally. The Receivers will take possession of the said three properties and hand over the possession of Premises No. 42B, Jawahar Lal Nehru Road, to the purchasers, but they will be in symbolic possession of Premises No. 42B, Chowringhee Road. Mr. P.K. Basu shall manage the day to day work of maintaining the properties and will take all such steps as may be necessary for development of Premises No. 42A, 42B and 42/1, Chowringhee Road, Calcutta, including executing all papers, documents, plans, undertakings for development of the Premises and for construction of new buildings as it may be necessary for development of the Premises No. 42A, 42B and 42/1, Jawahar Lal Nehru Road, at the request of the purchasers.

In sub-paragraph (H) at page 9 the words "The Receiver and/or his manager" will be substituted by the words "Joint Receiver and/or his manager".



14). At page no.9 in sub-paragraph (I) this will read as follows :-  
The Purchasers will be entitled to realise rent of 428, Jannah Lal  
Bhuru Road and letters of allotment in this respect will be  
granted in favour of the Purchasers or any one of them by the  
Receiver.

15). At page 9 in paragraph no.16 after the word 'of Section 21AA'  
Chapter-XXC will be inserted.

16) At page no.10 in paragraph no.16 and in the 4th line  
from top instead of the word 'resist' the word 'insist' shall  
be inserted.

17) At page no.10 in paragraph no.18 a word "manager" in the  
2nd line will be omitted.

18) Wherever the word Receiver appears, will be read as Joint  
Receivers.

The other portions of the order dt.11.6.93 will remain as  
it is.

Let this order be incorporated in the order dated 11.6.93.

Receiver, Police Authority, Calcutta Municipal Corporation,  
Registrar of Assurance, Calcutta and all other authorities shall  
act on a signed xerox copy of this dictated order upon usual  
undertaking.

Ajit Kumar Sengupta  
Shyamal Kumar Sen

08/06/93  
11/06/93  
B. Mukherjee  
Registrar of the Police Authority







Presented for Reexamination at 12.30 PM  
at the 10th Reexamination Lecture  
on the 16th inst of 1897

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M.A. ...

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Appeal No. 262 of 1992

Suit No. 156 of 1989

IN THE HIGH COURT AT CALCUTTA  
Civil Appellate Jurisdiction

Present :

The Hon'ble Mr. Justice

Ajit K. Sengupta

and

The Hon'ble Mr. Justice

Srinivas Kumar Sen

June 11, 1993

*Handwritten notes:*  
Dwaraka Nath Jha & Others  
Ram Prasad Mahato & Ann.  
24.1.93

*Signature:*  
DWARAKA NATH JHA & OTHERS  
SOLICITORS  
CALCUTTA

*Signature:*  
Dwaraka Nath Jha & Others  
versus  
Ram Prasad Mahato & Ann.

Mr. P.K. Muklick with Mr. P. Roy Chowdhury  
for the Appellant Trustees.

Mr. Abin Chowdhury, with Mr. Prasad Bagaria  
for the respondent, No. 1. Ram Prasad Mahato

Mr. Soumitra Ghosh Chowdhury, with  
Mr. Khanna, on behalf of the Subevarat Singh  
& Others, the added respondents.

Mr. Pradip Kumar Das, with Mrs. Dutta, for  
the Putehaseis.

Mr. Pradip Ghosh, for M/s. S.N. Dutta & Co.  
Mr. Basudeb Banerjee, for Mr. A. Rahman.

Mr. S. Mukherjee, with Mr. Singhvee, for  
Star Industrial Development Co. (P) Ltd.

Mr. Kanodia, on behalf of Raman Bhai Shahi,

Re : 1) Application dated 21.1.93 of  
the appellants.

2) Application dated 19.4.93 of  
S.N. Dutta & Co. and others

3) Application dated 30.4.93 of  
Atiur Rahman

*Handwritten initials:* S.P.



4) Application dated 3.6.93 of  
S.N. Dutta & Co.

DICTATED ORDER

1. THE CASE : All the aforesaid applications pertain to these properties, viz. Premises No. 42A, 42B and 42/L, Jawaharalal Nehru Road (formerly known as Chourringha Road), Calcutta. The property belonged to Late Maharaja Kameshwar Singh of Darbhanga and upon his death litigation had taken place between the heirs of Late Maharaja and also amongst the Trustees and Executors appointed under his Will dated 5th July, 1961. Several proceedings have taken place from time to time. Consequently valuable properties including the said properties were locked up in such litigations and the statutory liabilities continued to mount up.

2. The Trustees of the residuary Estate of Maharaja of Darbhanga instituted a suit being the Suit No. 156 of 1989 (1) challenging the mutation of the Premises No. 42A, 42B and 42/L, Chourringha Road, Calcutta, in the name of the first respondent, Ram Prosad Mahato, by the Collector, of Calcutta. The said Ram Prosad Mahato set up a title in respect of the said three properties on the strength of an unregistered writing alleged to have been executed by the Late Maharaja. In the said suit, an application was made by the said Ram Prosad Mahato, whereupon a learned Single Judge of this Court appointed a Receiver over the rents, issues and profits of the said premises. Against the said order, an appeal was preferred by the trustees and the Division Bench stayed the operation of the said order passed by the learned Single Judge of this Court. Against the said order, the first respondent moved the Supreme Court. The Supreme Court, after hearing the parties, had restrained the appellants from selling and/or disposing of the



aforesaid premises till the disposal of the said appeal.

3. The said appeal was heard by this Bench and by the Judgment and order dated 5th June, 1992, the appeal was allowed and the order of the learned Single Judge was set aside. In course of the hearing of the appeal, it transpired that the first respondent had purportedly entered into several agreements for sale or executed powers of attorney in respect of the said properties with several parties after obtaining consideration; each time. Accordingly, we thought that, to avoid further litigations, the sale of the said properties for liquidating statutory liabilities particular Income-tax and Wealth-tax, the properties being earmarked by the Supreme Court for that purpose, should be subject to confirmation of this Court. Otherwise, the first respondent may jeopardise any attempt of sale by the Trustees.

4. It may be mentioned that the Supreme Court by the decree dated 14th October, 1987, in Civil Appeal No. 3964-65 of 1983, directed the Trustees to sell the aforesaid three properties and the sale proceeds were to have been applied for making payment of the statutory dues including Income-tax and Wealth-tax of the said Estate.

5. In terms of the said decree, the beneficiaries under the said will with the consent of the Trustees of the residuary estate under the said will decided to sell the said property in a Meeting dated 6th October, 1992 for a sum of Rs. 10.40 crores and accordingly an agreement was entered into between the Trustees and the intending purchasers, Maxgrow Merchandise Pvt. Ltd. and 13 others.

6. The sale could not have been effected by the said Trustees and/or beneficiaries in terms of the said Sale Agreement in view of the order dated 5th June, 1992, in Appeal No. 252 of 1989. In due compliance of the said order the Trustees filed the present application on 21st January, 1993 for confirmation of the sale in favour of the said intending purchasers. Affidavits were filed by the first respondent and also by added respondents, being some of the beneficiaries of the said Estate.





When the said application for confirmation of sale came up before this Court, two parties, viz. Aman Bhai Shah and S.N. Dutta & Co., appeared and without going into the merits of the contentions of the said Aman Bhai Shah and S.N. Dutta & Co., this Court appointed Mr. Dipak Dev, an Advocate, as the Special Officer/Receiver and directed that both the parties should deposit a sum of Rs. 40 lacs and the matter was adjourned and by said order it was made clear that in event of failing to deposit the said amount within one week from 12th February, 1993 they will not be entitled to intervene in the matter and would not be heard further.

8. Both of the said parties failed to deposit in time the money and on 12th March, 1993, Aman Bhai Shah made an application for extension of time to deposit the said amount and this Court once again gave them time and also directed the said Aman Bhai Shah and S.N. Dutta & Co. to deposit a sum of Rs. 1.45 Crores each with the Receiver on or before 19th March, 1993. The Counsel appearing on behalf of the Trustees submitted that the matter was getting delayed and the statutory liabilities were continuing to mount up. Income-tax authorities were insistent upon the payment of their dues and they were also claiming a substantial amount by way of penal interest and the orders of attachment had been issued against the Estate of Late Maharaja of Darbhanga. The Counsel appearing on behalf of the Trustees submitted that unless a sum of Rs. 1.05 Crores was deposited immediately the Income-tax authorities will proceed with the sale of the properties and further submitted that the Trustees and beneficiaries have already entered into an agreement for sale of the said properties. In terms of the decree of the Supreme Court to spare the residuary estate of further tax liabilities which had continued to mount up. Accordingly, the Court directed the said Purchasers to pay a sum of Rs. 1.05 Crores directly to the Income-tax authorities inasmuch as the Purchasers had already deposited a sum of Rs. 40 lacs with the Solicitors and Advocates for the Trustees M/s. Pullock Chandra Das. The said Purchasers in terms of the



5. said agreement and also in terms of the said order dated 12th February, 1993 made payment of the said sum of Rs. 1.05 Crores. The said Aman Bhal Shah and S.N. Dutta & Co. defaulted in making such payment by the time fixed i.e. 19.3.1993.

The said Aman Bhal Shah failed to pay any money and S.N. Dutta & Co. deposited a sum of Rs. 1.45 Crores with Mr. Dipak Dev on 24th March, 1993 and after having deposited the said amount made an application on 26th March, 1993 to this Court for a direction upon the Special Officer to retain the deposit of Rs. 1.45 Crores and also made a prayer to the effect that the sale be confirmed in favour of Star Industrial Development Co. Pvt. Ltd. with whom the said S.N. Dutta & Co. had purportedly entered into an agreement. The details of such agreements were never brought to the notice of this Court.

9. All the pending application came up for hearing on 8th April, 1993 before this Court, Mr. P.C. Sen, Senior Advocates, appearing on behalf of S.N. Dutta & Co. submitted to this Court that his clients were not pressing for the said application dated 26th March, 1993 for confirmation and were not interested at all in acquiring the said properties and prayed before this Court for return of the said sum of Rs. 1.45 Crores deposited with the Receiver and accordingly no order was made on the said application excepting a direction upon the Receiver/Special Officer to return the said deposit. The sale in favour of the Purchasers in terms of the said agreement dated 18.1.1993 was confirmed and the matter was directed to appear again on 16th April, 1993 for consideration of specified conditions of sale.

10. When the matter came up for hearing on 16th April, 1993, Mr. Sd/- Bimal Chatterjee, Counsel, appearing on behalf of S.N. Dutta & Co. submitted that there was some communication gap between his clients and Mr. Shreshth Singhvi, Advocate appearing on behalf of S.N. Dutta & Co. and made an application 16th April, 1993 for recalling of the order which was passed on 8th April, 1993 in this application made by S.N. Dutta & Co. and for confirmation



of sale in favour of Star Industrial Development Co. (P) Ltd. on the basis as where is basis.

11. In view of the above submissions, this Court directed the matter to appear in the following week which was adjourned from time to time. The matter is taken up for hearing. S.N. Dutta & Co. has made a fresh application to day with the leave of Court to file Vakalatnama through Sri Ganeswar Prasad, Advocate, for withdrawal of the application made through Shrenik Singhi on 19th April, 1993. Sri Rimal Chatterjee and Mr. Pradip Ghosh, Counsel, appearing on the behalf submitted that they were not interested in proceeding with purchase of the said properties and that the arrangement with the said Star Industrial Development Co. Pvt. Ltd. had since cancelled and/or determined and further submitted that the receiver be directed not to return the said sum of Rs.1.45 Crores because of internal dispute. This was opposed by Mr. Mukherjee, Id Counsel appearing for Star Industrial Development Co. Pvt. Ltd.

12. Since the matter pertains to confirmation of sale and that too in view of the order dated 8th April, 1992, we are not inclined to go into the internal dispute between S.N. Dutta & Co. and Star Industrial Development Co. Pvt. Ltd. Upon the prayer of Mr. Pradip Ghosh, Counsel, appearing on behalf of S.N. Dutta & Co. the application dated 3rd June, 1993 filed in Court today is allowed, and the applications filed by S.N. Dutta & Co. through Mr. Shrenik Singhi on 19th April, 1993 is dismissed. Mr. Shrenik Singhi through his counsel Mr. S. Mukherjee submitted that the Receiver be directed to forthwith return the said sum of Rs. 1.45 Crores. Since the order is only for confirmation of sale, we are not called upon to go into the arrangement between S.N. Dutta & Co. and Star Industrial Development Co. Pvt. Ltd. and/or their disputes and inasmuch as the sum of Rs.1.45 Crores was deposited by Star Development Co. Pvt. Ltd. and the Receiver is directed to return the said sum of Rs.1.45 Crores with accrued interest thereon to Star Industrial Development Co. Pvt. Ltd. after retaining his remuneration assessed at Rs. 10,000/- within two weeks from the date of service of the signed copy of the order upon encashment of the fixed deposit (s).



13. An application was also made by one Atiur Rahman on 30th April, 1993 to be added a party in this appeal. The Appeal has already been disposed of and accordingly the question of adding Atiur Rahman as a party does not arise. There is no merit in this application. The application is dismissed. However, the sale of the aforesaid properties in favour of Maxgrom Merchandise Pvt. Ltd. is subject to encumbrances, if any, on the properties and as is where is, basis.

14. The application of the appellants dated 21st January, 1993 for confirmation of sale is disposed of by the following order:

A. Sale of premises No. 42A, 42B and 42/1, Jawahar Lal Nehru Road, Stands confirmed in favour of Maxgrom Merchandise Pvt. Ltd. and 13 others (hereinafter referred to as 'purchasers') for an aggregate consideration of Rs. 10 Crore 40 Lacs. The purchasers have already paid a sum of Rs. 1 Crore 95 Lacs to the Trustees of the Residuary Estate of Late Maharaja on 26.4.1993.

B. The parties have mutually fixed the price of the properties appraisable to each property in view of the fresh acquisition proceedings having been initiated by Government of West Bengal as mentioned hereunder :-

- 1) 42B, Jawahar Lal Nehru Road, Rs. 1 Crore 80 Lacs.
- 11) 42A & 42/1, Jawahar Lal Nehru Road, Rs. 5 Crore 65 Lacs. Therefore, out of the total payment of a sum of Rs. 1 Crore 95 Lacs, a sum of Rs. 1 Crore 80 Lacs will be treated to be the full and final payment towards the price of 42B, Jawahar Lal Nehru Road, and the balance sum of Rs. 15 Lacs will be treated to be the earnest money towards the purchase of 42A & 42/1, Jawahar Lal Nehru Road.

C. Further payments shall be made as follows :-

- 1) Rs. 2 crores 11 lacs within 30 days of the passing of this order.





ii) A sum of Rs. 94 lacs within six months from date or within 30 days of disposal of the writ petition filed by the Trustees challenging acquisition proceedings in terms of the notice dated 19.2.1993, whichever shall be earlier.

iii) The balance sum of Rs. 5 crores 48 lacs within one year from date or within six months from the date of disposal of said writ application, whichever shall be earlier.

Since the sale in respect of three premises has been confirmed in favour of the purchasers, in case the two properties are finally acquired by the Government of West Bengal the purchasers shall be liable to pay and the Trustees will be entitled to receive full payment of the consideration amount being a sum of Rs. 8 crores 69 lacs being the price of 42A and 42/1, J.L. Nehru Road. Similarly, all compensation for the premises No. 42A and 42/1, J.L. Nehru Road shall belong to purchasers absolutely and the Trustees and/or beneficiaries shall have no claim against the purchasers receiving the said compensation amount excepting for payment of the balance of consideration amount of remaining unpaid.

E. Mr. Dipak Dev, an Advocate of this Court, is appointed as Receiver over in respect of the three properties. He will be in actual possession of the aforesaid three properties until the entire consideration is paid. The Receiver will be at liberty to engage Mr. P.K. Bharda, Advocate-on-Record of the Court, respondent, as his Manager for the purpose of maintaining the properties and for taking all such steps as may be necessary for development of the premises No. 42A, 42B and 42/1, Jawahar Lal Nehru Road, Calcutta.

Received  
19/02/93



of the aforesaid properties to the Receiver forthwith.

- G. Until the entire consideration of Rs. 10.40 Crores is paid, no part of the aforesaid premises shall be transferred, alienated, encumbered, assigned or possession thereof parted with by the Receiver or the Purchasers except for the purpose of paying the balance consideration. The Receiver shall only upon receipt of the balance consideration execute the conveyance or conveyances in favour of the purchasers or their nominees. The Receiver and/or his Manager will be at liberty to take steps for eviction of the trespassers and unauthorised occupants in accordance with law.

- I. The rent of the premises in question shall be realised by the Receiver and shall be kept by him in a Savings Bank Account until the entire consideration is paid. The Receiver will be at liberty to meet the day to day expenditure out of the collection of rents for the maintenance of the properties sold.

15. Mr. Dipak Dev, Receiver, shall continue to remain as a Receiver for the purpose of receiving all payments in terms of this order and the agreement dated 18th January, 1993 and for disbursing the same in terms of this order and the said agreement. All payments to be made as aforesaid shall be made by the purchasers to the Receiver Mr. Dipak Dev and the said Receiver shall immediately on receipt of such payments pay to the Trustees the amounts so received from the purchasers from time to time.

16. Since the said properties are being sold in the circumstances herein mentioned and the Court has confirmed the sale and the transfer is effected through the Receiver in terms of this order the provisions of Section 230A of the Income Tax Act 1961 and provisions of the Land (Ceiling and Acquisition) Act, 1976 will not be applicable for sale and transfer of the said three properties, namely 42A, 42B and 42/L, Jawahar Lal Nehru Road, Calcutta, and the Registrar of Assurances, Calcutta.

*Sale Certificate*





*Handwritten:* 1057/140  
 No. 1057/140  
 (1057/140)  
 1057/140

Appeal No. 262 of 1992  
 Suit No. 186 of 1984  
 IN THE HIGH COURT AT CALCUTTA  
 CIVIL Appellate Jurisdiction

Dwarkanath Nath Jha & Others  
 -Versus-  
 Ram Prasad Mahato & Anr.

Dictated Order delivered by  
 Hon'ble Mr. Justice Ajit K. Jha  
 and the Hon'ble Mr. Justice S.K.  
 Kumar Sen this 11th day of June  
 1993.

Filed this 29th day of Nov. 1993

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 REGISTRAR OF ASSISTANCE  
 RAJSHAHI

*Handwritten:* K. B. Chatterjee

REGISTRAR OF ASSISTANCE  
 RAJSHAHI

11-6-93

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