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religion Hindu, by occupation Landholders, and both residing at premises No. 117, Baithakhana Road in the town of Calcutta (iii) SMT. RADHA RANI DUTTA widow of Nil Ratan Dutta (deceased) by religion Hindu, by occupation Landholder, residing at 117, Baithakhana Road in the town of Calcutta (iv) SMT. GITA RANI KUNDU wife of Sri Ashoke Kundu and daughter of the said Nil Ratan Dutta (deceased) (v) SMT. RITA DUTTA wife of Sri Sunil and daughter of the said Nil Ratan Dutta (deceased) (vi) MISS SIBANI DUTTA daughter of the said Nil Ratan Dutta (deceased) --All by religion Hindu, all by occupation Landholders and all residing at premises No. 117, Baithakhana Road, in the town of Calcutta the parties hereto of the (i), (ii), (iii), (iv), (v) and (vi) parts are hereinafter joinely called The Party hereto of the THIRD PART (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, representatives and assigns) the parties hereto of the First, Second & Third Part are hereinafter jointly called THE VENDORS (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, representatives and assigns) of the ONE PART AND SANJAY BHUSAN DUTTA son of Late Indra Mchan Dutta by religion Hindu, by occupation Business, residing at 13, Bedia Danga 1st Lane, Calcutta - 700 039 hereinafter called THE PURCHASER (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, representatives and assigns) of the OTHER PART.

WHEREAS at all material times one Atul Krishna Dutta was absolutely seized and possessed of the premises No.19, Bedia Danga 1st Lane, within Tollygunge Municipality.

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AND WHEREAS by a Deed of Conveyance bearing date the 28th day of May, 1947 and registered in the office of Joint Sub-Registrar of Alipore in Book No. I, Volume No. 28, Pages 271 to 276, Being No. 1541 the said Atul Krishna Dutta sold transferred and conveyed the said premises to Punyoant Singh Bothra and Binoybant Singh Bothra each of whom thereby acquired an undivided, 1/2 part or share therein.

AND WHEREAS the said premises No. 19, Bedia Danga 1st Lane was renumbered by Tollygunge Municipality as No.13, Bedia Danga First Lane.

AND WHEREAS Tollygunge Municipality was thereafter taken over and merged with the Corporation of Calcutta and the premises No.13, Bedia Danga 1st Lane, Calcutta fell with in the jurisdiction of Corporation of Calcutta.

AND WHEREAS by a Deed of Conveyance bearing date the 16th September, 1958 and registered in the Office of the Sub -Registrar, Alipore in Book No. I, Volume No. 131, Pages 213 to 222, Being No. 8012 for the year 1958 the said Benoybant Singh Bothra sold transferred and conveyed unto Smt. Magan Kumari Bothra therein described as the Purchaser his undivided One half share in the said premises.

AND WHEREAS the said Magan Kumari Bothra purchased the said undivided, one half part of share of the said Bincybant Singh Bothra as aforesaid out of her stridhan money.

AND WHEREAS the said Smt. Magan Kumari Bothra agreed to sale and the said Nil Ratan Dutte, Nemai Ratan Dutte and Netai ATTESTED

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Ratan Dutta (the Vendors (herein)) agreed to purchase her undivided, one half part or share in the divided eastern portion of the said premises free from all encumbrances and the inheritance thereof in feesimple at or for the consideration agreed upon.

AND WHEREAS by an Indenture of Conveyance bearing date the 14th day of August, 1974 and made between Magan Kumari Bothra therein called the Vendor of the First Part, Punyabant Singh Bothra therein called the Confirming Party of the Second Part and Nil Ratan Dutta, Nemai Ratan Dutta and Netai Ratan Dutta therein called the Purchasers of the Other Part and registered in the office of Registrar of Assurance at Calcutta in Book No. I, Volume No. 202, Pages 286 to 293, Being No. 1998 for the year 1974 the said Vendor for the consideration therein mentioned granted, transferred, conveyed, assured and assigned and the Confirming Party did thereby concur therein and confirm the same unto the said purchaser her undivided onehalf part or share in the said divided Eastern Portion of the said premises No. 13, Bedia Danga 1st Lane, Calcutta within the Municipal Limits of the town of Calcutta more fully set out in the schedule, I thereunder and also in the First Schedule hereunder Written and shown in the Map or Plan thereto annexed and thereon bordered R E D to have and to hold the said messuage land hereditaments and premises thereby granted, or expressed so to be unto and to the use of the said purchaser absolutely and forever free from all encumbrances.

AND WHEREAS the said Punyabant Singh Bothra agreed with the said Nil Ratan Dutta, Nemai Ratan Dutta and Netai Ratan Dutta to sell his undivided 1/2 share in the said divided Eastern Portion of the said premises free from all encumbrances and the Contd...

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inheritance thereof in the fee simple in possession at and for the consideration agreed upon.

AND WHEREAS by an Indenture bearing date the 14th day of August, 1974 and made between the said Punyabant Singh Bothra therein called the Vendor of the one part and the said Nil Ratan Dutta, Nemai Ratan Dutta and Netai Ratan Dutta therein called the Purchaser of the Other Part and registered in the office of the Registrar of Assurance in Calcutta in Book No. I, Volume No. 202, Pages 274 to 284, Being No. 4999 for the year 1974 the said Vendor for the consideration therein mentioned paid to him by the said purchaser did thereby grant, transfer, convey, assured and assign unto the said purchasers his undivided, one half part of share in the said divided Eastern Portion of the premises No. 13, Bedia Danga 1st Lane, within the Municipal Limits of the town of Calcutta more fully set out in the Schedule I thereunder written and also in the Second Schedule hereunder written and shown in the map or plan thereto annexed and thereon bordered R E D to have and to hold the said messuages land hereditermind and premises thereby granted or expressed so to be unto and to the use of the said purchasers absolutely and forever free from all encumbrances.

AND WHEREAS the said Nil Ratan Dutta, Nemai Ratan Dutta and Netai Ratan Dutta thereafter applied for mutation of their names in the records of the then Calcutta Corporation as the Owners of the said divided Eastern Portion of the said premises No. 13, Bedia Danga 1st Lane, Calcutta.

AND WHEREAS the said lands so purchased by the said two indentures were separetly assessed and numbered as 24C, Bedia Danga 2nd Lane with effect from 2nd quarter 75/76 and the names of the said purchasers were mutated and recorded as the owners of

the said land and premises.

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and whereas the said purchasers while thus absolutely seised and possessed of or otherwise entitle to the said land and premises one of the owners namely Nil Ratan Dutta who was a Hindu governed by the Dayabhaga Scheol of Hindu Law died intested on 5th December, 1983 leaving him surviving at the time of his death his Sole widow Smt. Radha Rani Dutta and his two sons namely Sri Subodh Kumar Dutta and Sri Subir Kumar Dutta and three daughters namely Smt. Gita Rani Mundu, Smt. Rita Dutta and Miss Sibani Dutta as his only legal heirs and heiresses under the Hindu Succession Act and leaving interalia his undivided, 1/3rd part or share in the land and premises No. 24C, Bedia Danga 2nd Lane, Calcutta.

AND WHEREAS in consequence thereof the said legal heirs and heiresses jointly became entitled to an undivided, 1/3rd part or share of the whole of the said land and premises No. 24C, Bedia Danga 2nd Lane, Calcutta - 70C 039.

and Netai Ratan Dutta prior to 5th December, 1983 enter into a Deed of Partnership bearing date the 29 day of July, 1969 amongst them whereby or whereunder they agreed to carry on a business in the said land and premises No. 24C, Bedia Danga 2nd Lane, Calcutta - 700 039 in Co-partnership under the name and style of M/s. Jessore Comb Industry Company.

AND WHEREAS for the efficient running of the said
Partnership business the said partnership firm of Jessore Comb
Industry Company applied to the Central Bank of India Main Office
at 33, Netaji Subhas Road, Calcutta - 700 001 for an overdraft
and/or cash credit account upto a limit of Rs.9,00,000/- (Rupees
Nine Lacs Only) 124.0 TRUE COP:

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AND WHEREAS the said application of Jessore Comb Industry
Company was sanctioned and/or granted by the said Central Bank of
India.

AND WHEREAS after the death of Sri Nil Ratan Dutta his legal heirs and heiresses joined as Partners in the said Partnership of Jessore Comb Industry Company.

AND WHEREAS to secure the due re-payment of the said loan granted by the said Bank to the said Jessore Comb Industry Company at the request of the said Bank the Vendors herein deposited the title deeds of the above land and premises No. 24C, Bedia Danga 2nd Lane, Calcutta - 700 039 with intend to creates a security thereon in favour of the said Bank.

AND WHEREAS to repay the loan of the said Bank granted to Jessore Comb Industry Company the vendors herein approached the said Bank to permit them to sell a piece and parcel of land measuring 5 Cottahs, 13 Chittacks, 6 sq.ft. more or less with a small structure standing thereon situated at 24C, Bedia Danga 2nd Lane, Calcutta - 700 039 out of the said 21 Cottahs, 11 Chittacks and 37 sq.ft. of land more or less togetherwith the brick built one storied building or structure standing thereon or on part thereof at or for the consideration of % 9,00,000/- (Rupees Nine Lacs Only).

and whereas the said 5 Cottahs, 13 Chittacks and 6 sq.ft. of land with the small structures standing thereon or on part thereof is fully demineated in the map or plan hereto annexed and thereon bordered R E D.

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AND WHEREAS the Bank had agreed to release the said 5 Cottahs, 13 Chittaeks, and 6 sq.ft. of land with the small structure standing thereon free from all the said charge and free from all encumbrances upon the entire sale proceed being the consideration as hereinbefore stated are paid by the vendors herein on behalf of the said Jessore Comb Industry Company by way of Bankers Cheque or Demand Draft in favour of Central Bank of India account Jessore Comb Industry Company and the same is deposited with the same bank for appropriation of dues of the said Company.

AND WHEREAS the purchaser at the request of the vendor
has made over prior to the execution of this conveyance a Bankers

5 Percental the left for [8.9,00,000/- in favour of the Central
Bank of India Main Office, Calcutta being the entire consideration
for the sale by the vendors in favour of the purchasers of the
said piece and parcel of the land measuring 5 Cottahs, 13 Chittack
more or less with a small structure standing thereon or on part
thereof.

sum of Rs. 9,00,000/- in part satisfaction of the debts of the said

Jessore Comb Industry Company leaving as on this day of a sum of

Rs. 3,75,178.58 p. due towards principal upto 31.12.97 and a sum of

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- towards (interest.

said sum of 8.9,00,000/-(by the vendors herein (through the purchaser) on behalf of the said Jessore Comb Industry Company the said Bank had executed a Deed of Release in favour of the vendors herein releasing the said land measuring 5 Cottahs, 13 Chittacks and 6 sq.ft. More or less with a small structures standing thereon

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freed from any charge and have treated thereafter the said letter depositing the title deed as cancelled.

AND WHEREAS in pursuance of the Agreement by and between the said Bank and the vendors herein and the partners of Jessore Comb Industry Company the Vendors have agreed after execution and registration of this conveyance in favour of the purchaser in respect of the said 5 Cottahs, 13 Chittacks and 6 sq.ft. more or less of the land with a small structures standing thereon to deposit the said two title deeds with the said bank with intent to create a security in respect of the remaining 16 Cottahs, 3 Chittacks and 37 sq.ft. of land more or less in favour of the said Bank as security towards the balance amount due to the said Bank in the said loan account of Jessore Comb Industry Company to which the Bank agreed.

AND WHEREAS the consideration for the same of the said 5 Cottahs, 13 Chittacks and 6 sq.ft. of land more or less with the small structures standing thereon is %s.9,00,000/- (Rupees Nine Lacs Only) and the Market Value of the same is estimated to be equal to the said consideration.

AND WHEREAS the purchaser has called upon the vendors to execute this conveyance in favour of the purchaser to which the vendors have agreed.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement and in consideration of the said sum of % 900,000/(Rupees Mine Lacs Only) of the lawful money of the Union of India in hand well and truly paid by the purchaser herein to the vendors herein at or before the executions of this presents (the receipts whereof the vendors do and each of them doth hereby admit and acknowledge and of and from the same and every part

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thereof do hereby acquit, release and forever discharge the purchaser herein as well as the said 5 Cottahs, 13 Chittacks and 5 sq.ft. of land more or less togetherwith the small structures standing thereon or on part thereof) the vendors do and each of them doth bereby grant, sale, convey, transfer, assign and assure upon unto the purchaser her in all that piece or parcel of land measuring 5 Cottahs, 13 Chittacksm and 6 sq.ft. more or less being a portion of premises No. 24C, Bedia Danga 2nd Lane, Calcutta - 700 039 gogetherwith a small structure standing thereon or on part thereof hereinafter called the said premises fully mentioned and described in the schedule hereunder written and also deleneated in the map or plan hereto annexed and thereon bordered RED or howsoever otherwise the said messuage land hereditermind premises or any part thereof now are or is or heretofore were or was situated tenanted, bounded called, known and numbered described or distinguished and all buildings yards courts areas sewers, drains, water courses, rights lights, liberties, privileges, easements and appurtenances whatsoever to the said pessuage land hereditaments and premises belonging or in anywise appertaining or usually held or enjoyed therewith or reputed to belong or be appurtenant thereto AND ALL the estate right title interest, claim and demand whatsoever of the vendors in to and upon the said premises or any part thereof TOGETHERWITH All Deeds, partahas and muniments of title whatsoever which exclusively relates to or concern the said messuage land hereditaments and premises or any part thereof which now are or hereafter shall or may be in the possession or power or control of the said vendor or any other person or persons from whom they may procure the same without any action or suit TO HAVE AND TO HOLD the said messuage land hereditaments and premises hereby granted or expressed or intended so to be unto and to the use of the purchaser herein absolutely and for ever free Contd. . .

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from all encumbrances, attachments, liens and lispendences and free from all acquisition and requisition and free from all allignment and claim of adverse possession and the vendors do hereby for themselves and their respective heirs, executors, administrators, govenants with the purchaser that notwithstanding any act, deed or thing by the vendor or by any of their ancestors or predecessors in title done or executed or knowingly suffered to the contrary the vendors are lawfully and absolutely seized and possessed or otherwise well and sufficiently entitled to the messuage land hereditaments and premises hereby granted or expressed so to be and every part thereof for a perfect or indefeasible estate of inheritance without any manner or condition use trust or thing whatsoever to alter defeads encumber or make void the same AND THAT notwithstanding any such acts, deeds, matters and things whatsoever as afcresaid the vendors have good right and absolute authority to grant, transfer and convey the said messuage land hereditaments and premises hereby granted or expressed so to be unto and to the use of the purchaser herein in the manner aforesaid and the purchasers shall and may at all times hereafter peaceable and quietly possess and enjoy the said messuage land hereditaments and premises and every part thereof and receive the rents, issued and profits thereof without any lawful eviction interruption, claim or demand whatsoever from or by the vendors or any of them or any person or persons lawfully or equitably claiming from under or in trust for the vehdors or from or under any of their ancestras and predecessors in title AND THAT free from all encumbrances whatscever made or suffered by the vendors of any of them or any person or persons lawfully or equitably claiming as aforesaid and further that the vendors and all persons having or lawfully or equitably claiming any estate or interest in the said messuage land hereditaments and premises or any of Contd...

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them or any part thereof from under or in trust for the wendors or any of them or from or under any of their ancestors or predecessors in title shall and will from time to time and at all times hereafter at the request and cost of the purchasers do and execute or cause to be done and executed all such acts, deeds, matters and things whatsoever for further better and fore perfectly assuring the said messuage land hereditaments and premises and every part thereof unto and to the use of the purchasers herein in manner aforesaid as shall or may be reasonably required and the vendors do hereby covenant with the purchasers and his heirs, executors, administrators and assigns that the vendors shall and will unless prevented by fire or some other inevitable accident from time to time and at all times hereafter upon every reasonable request and at the cost of the purchaser and his heirs, executors, administrators and assigns produce or cause to be produced to the purchaser and/or to his Advocates, Solicitors and Authorised Representatives at any trial hearing commission examination or otherwise as occassion shall require all or any of the deeds and writtings comprised in the Second Schedule hereto for the purpose of showing their or any of their title to the messuage land hereditaments and premises hereby conveyed or expressed so to be or any part thereof and also at the like requiest and cost deliver or cause to be delivered unto the purchasers, his heirs, executors, administrators and assigns such attested or other copies of or extracts from the said deeds and writtings or any of them as they or any of them may require and will in the meantime unless prevented as aforesaid keep the said deeds and writting safe unobliterated and uncancelled and the vendors do hereby declare that the said Jessore Comb Industry Company who are the tenant in respect of the whole of the said land and premises measuring 21 Cottahs, 11 Chittacks and 37 sq.ft. a Contd...

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little more or less accetherwith the brick built one storted building or structures standing thereon or on part thereof being premises No. 24C, Bedia Danga 2nd Lane, Calcutta - 700 039 have surrendered their tenancy over or in respect of the 5 Cottahs, 13 Chittacks more or less of land togetherwith the small structure standing thereon or on part thereof being a portion of the said premises No. 24C, Bedia Danga 2nd Lane, Calcutta - 700 039 immediately before the execution of these presents.

THE FIRST GENEDULE ABOVE REFERRED TO :-

ALL THAT piece or parcel of railway relinquished revenue free land measuring 5 Cottahs, 13 Chittacks and 6 sq.ft. more or less togetherwith the small structure standing thereon or on part thereof in Mouza Bondel Dihi Panchannagram, Holding No. 485, Grand Division V, Sub-Division I, District 24-Parganas (South), P.S. Kasba prior bhereto P. S. Jadavpore and previous thereto P.S. Tollygunge, Sub-Registry Office Alipore within Calcutta Municipal Corporation being the divided and demarcated and separated portion of Municipal prem ses No. 24C, Bedia Danga 2nd Lane, Calcutta - 700 039 (and prior thereto Municipal premises No.13, Bedia Danga 1st Lane and previous thereto premises No.19, Bedia Danga 1st Lane) and whown in the map or plan hereto annexed and thereon bordered R E D and marked as Plot "B" butted and bounded on the North by the remaining open land of 24C, Bediadanga Second Lane, On the South by Bedia Danga 2nd Lane and on the East by the remaining portion of 24C, Bedia Danga 2nd Lane and on the West by the Ice Factory of the purchaser.

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THE SECOND SCHEDULE ABOVE REFERRED TO :-

- REGISTERED DEED OF CONVEYANCE dated 7th day of February, 1923 by Jogesh Chandra Bose to Ahidhar Ghosh.
- REGISTERED DEED OF CONVEYANCE dated 12th day of June, 1923 by Ahidhar Ghosh to Singha Das Sen.
- 3. UNREGISTERED DEED OF CONVEYANCE dated 4th day of August, 1923 by Jogesh Chandra Bose to Sarat Chandra Bose.
 - REGISTERED DEED OF CONVEYANCE dated 6th day of November, 1925 by Sarat Chandra Bose to Singha Das Sen.
 - REGISTERED DEED OF CONVEYANCE dated 17th day of July, 1928 by Smt. Basanta Kumari Dasi to Singha Das Sen.
 - REGISTERED DEED OF CONVEYANCE dated 19th day of February, 1930 by Sarat Chandra Bose to Babu Singha Das Sen.
 - REGISTERED DEED OF CONVEYANCE dated 26th day of August, 1929 by Jogesh Chandra Boseto Babu Sarat Chandra Bose.
 - REGISTERED DEED OF GIFT dated 22nd day of March, 1934 by Singha Das Sen in favour of Smt. Monaka Sundari Dassi.
 - REGISTERED DEED OF MORTGAGE dated 22nd day of May, 1942 by Smt. Mohaka Sundari Dassi to Gosai Das Roy.
 - 10. REGISTERES DEED OF RELEASE dated 25th day of June, 1943 by Gosai Das Roy in favour of Smt. Menaka Sundari Dassi.
 - 11. REGISTERED DEED OF FURTHER CHARGE dated 26th day of August, 1942 by Smt. Menaka Sundari Dassi to Gosai Das Roy. contd.



- 12. REGISTERED DEED OF MORTGAGE by deposit of Title Deeds dated 13th day of November, 1942 by Smt. Menaka Sundary Dassi to Gosai Das Roy.
- REGISTERED DEED OF RECOMVEYANCE dated 13th day of November, 1942 by Gossai Das Roylin favour of Smt. Menaka Sundary Dassi. 13.
- STAMPED AGREEMENT FOR SALE dated 11th day of June, 1943 between Smt. Menaka Sundari Dassi and Purma Chandra Roy. 14.
- REGISTERED DEED OF CONVEYANCE dated 26th day of Jupe, 1943 by Smt. Menaka Sundari Dassi to Smt. Bani Ray.
- 1 6. REGISTERED DEED OF CONVEYANCE dated 18th day of January, 1946 by Smt. Bani Ray to Hazradi Bank Ltd.
- 17. ORIGINAL DEED OF CONVEYANCE dated 16th day of September, 1958 from Benoy Bant Singh Bothra to Magan Kumari Bothra registered in the office of Sub-Registrar Alipore in Book I, Volume No.131, Pages 231-222, Being No.8012 for the year1958.
- 18. ORIGINAL DEED OF CONVEYANCE dated . 20th day of May, 1947 from Atul Krishna Dutt to Punyabant Singh Bothra & Anr. registere in the office of Joint Sub-Registrar Alipore in Book No. I, Volume No. 28, Pages 271-276, Being No. 1541 for the year194
- 19. ORIGINAL INDENTURE dated 14bb day of August, 1974 between Magan Kumari Bothra vendor, 1st Part, Punybant Singh Bothra 2nd Part And Nil Ratan Dutta, Nemai Ratan Dutta and Netai Ratan Dutta - 3rd Part registered in the office of the Registrar of Assuamances, Calcutta in Book No.I, Volume No. 202, Pages 26 to 273, Being No.4998 for the year 1974.
 - 20. ORIGINAL INDENTURE dated 14th day of August, 1974 between Punyabant Singh Bothra, the Vendor of the One Part and Nil Ratan Dutta, Nemai Ratan Dutta and Netai Ratan Dutta the 4. デモセスチーセ

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Purchasers of the Other Part and Registered in the office of the Registrar of Assurances, Calcutta in Book No. I, Volume No. 202, Pages 274 to 284, Being No. 4999 for the year 1974.

- 21. CERTIFIED COPY OF DEATH CERTIFICATE of Nil Ratan Dutta as granted by the Calcutta Municipal Corporation.
- DEED OF PARTNERSHIP (ORIGINAL) dated the day of 22. between Nemai Ratan Dutta, Netai Ratan Dutta and Sri Debasish Dutta for carrying in business in co-partnership under the name and style of M/s. Jessore Comb Industry company.

IN WITNESS WHEREOF the Vendorshave hereunto sets and subscribed their respective hands and seals the day, month and year first above written.

SIGNED, SEALED AND DELIVERED BY the Vendors above named at Calcutta in the presence of 1

Calcutta in the presence of In Mima: Ralai Dulli.

1. P. R. AS. 2) Tollai Ralan Dulla.

2. C. rocaf. ar. 3) Subodh Kumar Dulla.

A) Eukik Kumar Dulla.

A) Eukik Kumar Dulla.

- ह) अर्कि स्क्री ५७
- a) Girla Rami Kindu
- F) Rita Dalla.

MEMO OF CONSIDERATION

Received of and from the within named purchasers the within mentioned a sum of Rupees Nine Lacs being in full of the consideration payable to us as per Memo below :-

Rs. 9,00,000/-

MEMO

Payorders By (Bankers Choque/Demand Draft

Dearing No. 050405 dated 4 6.98 follows of the state of t

request of and under instruction from the vendors in favour of

Central Bank of India Main Office,

Calcutta for at the require of the Vandors for at the but

Rs. 9,00,000/ TELL - 8.9,00,000/-

(Rupees Nine Lacs Only)

WITNESSES :-

e. C. Court Cot.

Nima Ralan Dutt

2 Milai Rolan Drita. 3 Eukia Kuman Dulb

4 Subodh Kumar Datte (.

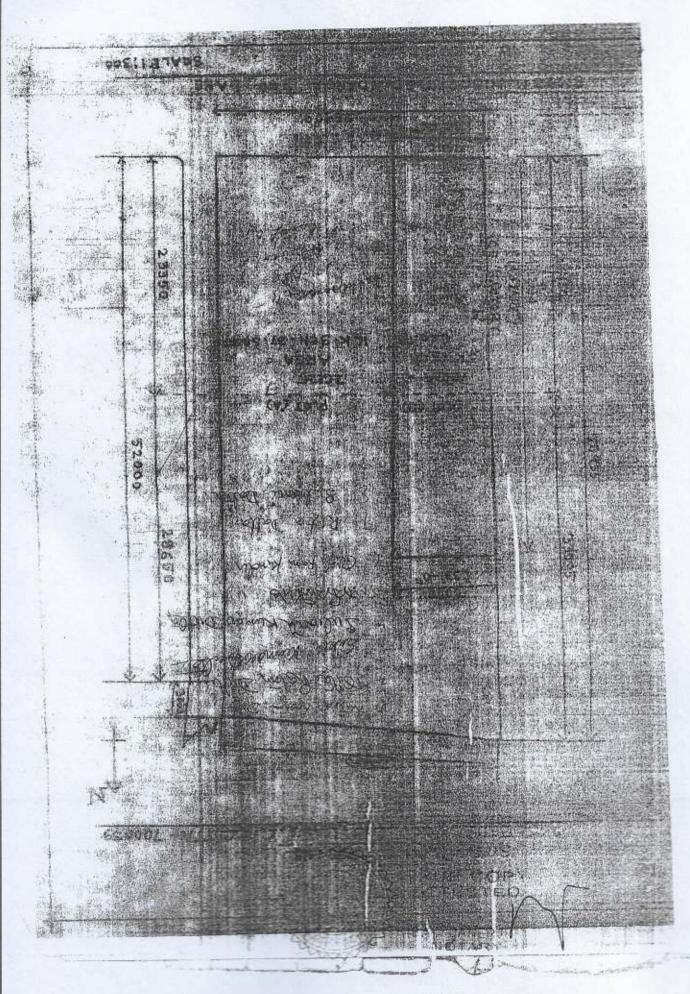
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6 Gila Roni Kundh

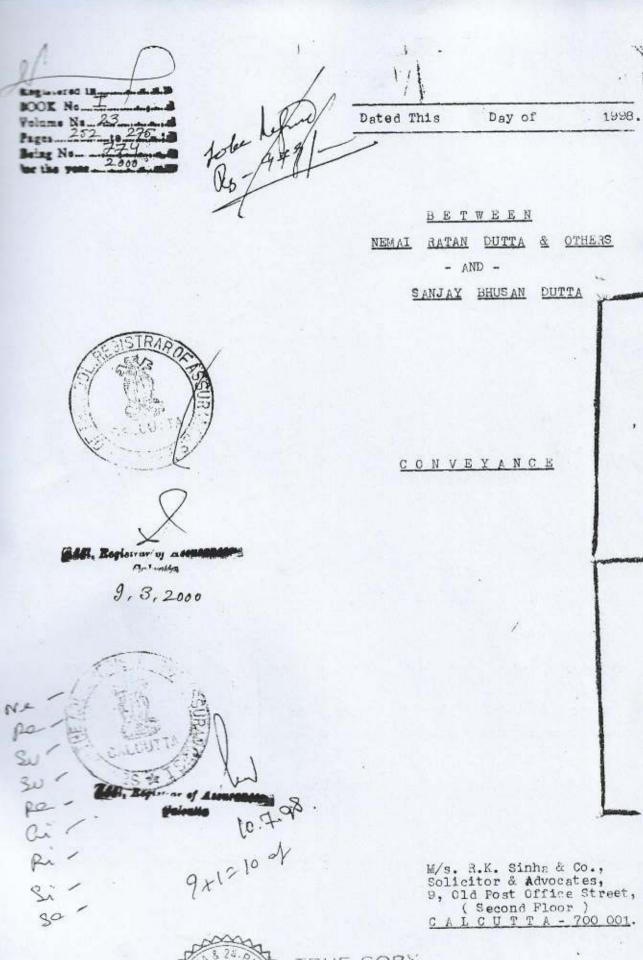
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