

REGD. NO. N/4/3/8/0



NOTARIAL CERTIFICATE

To ALL MEN THESE PRESENT SHALL COME, I **IRANI MONJURI ROY** Advocate & Notary practising as a NOTARY in the Alipore Judges Court within the District of SOUTH 24 PARGANAS of the State of West Bengal within the Union of India, do hereby declare that the paper writing collectively marked 'A' annexed hereto hereinafter called the Paper Writing 'A' are presented before me by the executant (S).

1. Smt. Kabita Bose; 34/2 Santokh Roy Road
P.S. - Thakurpura Kolkata - 9

hereinafter referred to as the 'executant (S)'
on this, the 3rd the day of August
Two Thousand and Seven
Power of Attorney / Partnership / Will /
 Agreement / Declaration / Others.

The 'executant' (S), having admitted the execution on the Paper Writing 'A' in respective hand (S), in the presence of the witness (es) who as such, subscribe (S) Signature (S) thereon and being satisfied as to the identity of the executant (S) and the said execution of the Paper Writing 'A' and testify that the said execution is in the respective hand (S) of the executant (S).

AN ACT WHEREOF being required of a Notary I have granted THESE PRESENTS my NOTARIAL CERTIFICATE to serve and avail as need and occasion shall may require

IN FAITH AND TESTIMONY WHEREOF I **IRANI MONJURI ROY** the said Notary have hereunto set and subscribed my hand affixed my Notarial Seal of Office at Alipore Judges Court Compound, Kolkata-27 in the District of South 24 parganas on this, 3rd day of August 2007



NOTARIAL STAMP

3 AUG 2007

Rani Monjuri Roy

M.A. Double, B.Ed. (Cal), LLB (Cal)
NOTARY
Govt. of West Bengal
Regd. No. 10/94
Alipore Judges Court
Room 12 & 17
District South 24 Parganas

18/4/08/07

भारतीय गैर न्यायिक

दस
रुपये
रु.10

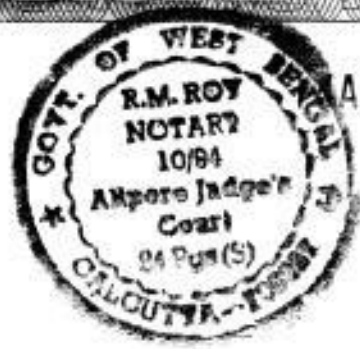


TEN
RUPEES
Rs.10

INDIA NON JUDICIAL

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

Notary the State
Amre Judge's Court
Calcutta-11



AA 672866

DEED OF AGREEMENT

THIS DEED OF AGREEMENT made this the 2nd day of August.....Two thousand Seven **BETWEEN SRI KABITA BOSE**, wife of Sri Sanjib Bose, of 34/2, Santosh Roy Road, P.S Thakurpukur, Kolkata- 700 008, hereinafter called the **OWNER** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include her heirs, executors, administrators, legal representatives and assigns) of the **ONE**



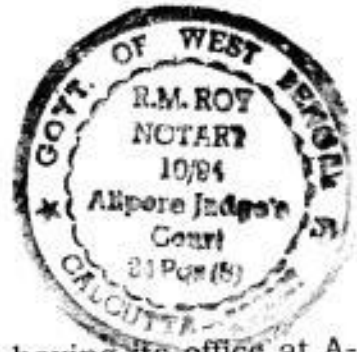
3 AUG 2007

1582.

Sl. No.
Name. S. Gokul Adv.
..... Ali Pore Juddes court
Address. KOL-27

Es.
Calcutta Collector,
11, N. Taj Public Road,
Calcutta-1
Date.
Licensed Stamp
Vendor.

- 5 APR 2007

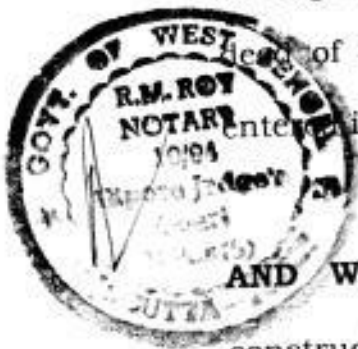


AND

M/s. SUNIRMAN TOWERS PVT. LTD., having its office at A-17, Diamond Park, P.O. Joka, Kolkata- 700 0104, P.S. Thakurpukur, District 24 Parganas, represented by one of the Director **SRI SUVAJIT BISWAS**, son of Sri Kalyan Biswas, residing at A-17, Diamond Park, P.O. Joka, P.S. Thakurpukur, District 24 Parganas, South, Kolkata - 700104, hereinafter called the "**DEVELOPER**" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **OTHER PART.**

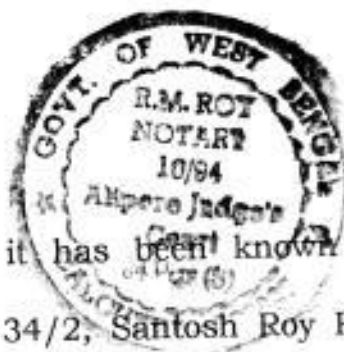
WHEREAS originally Krishna Lal Das purchased on 6. 4. 1949 from Hiralal Dutta ALL THAT 3 cottahs 2 sq. ft. of land situate and lying at Mouza Paschim Barisha, J.L. no. 23, R.S. No. 43, Touzi no. 1-6, 8-10, 12-16, under Khatian no. 866, appertaining to Dag no. 22, together with easement right upon 10'ft, wide common passage in Dag no. 21 and all other rights appurtenance thereto the said

deed of sale was registered in the office of D.S.R. Alipore and entered in Book no. 1, Being no. 401 for the year 1949.



AND WHEREAS after purchase the said Krishna Lal Das constructed a two storeyed building thereon as per sanction plan

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after mutation of the said property it has been known and numbered as municipal premises no. 34/2, Santosh Roy Road, P.S. Thakurpukur, Kolkata- 700 008, under ward No. 123.

AND WHEREAS the said Krishna Lal Das died intestate leaving behind him surviving his wife Smt. Saibalni Das since deceased three daughters viz. Smt. Nandita Ghosh alias Nupur Ghosh, Smt. Kabita Bose and Smt. Sabita Sengupta and one son Arup Kr. Das since deceased to inherit all his movable and immovable to the extent $1/5^{\text{th}}$ share each.

AND WHEREAS the said son Arup Kr. Das subsequently died intestate leaving behind him surviving his minor daughter Miss. Anannya Das and his widow Smt. Saibalini Das as legal heir to inherit him. The wife of Arup Kr. Das predeceased him.

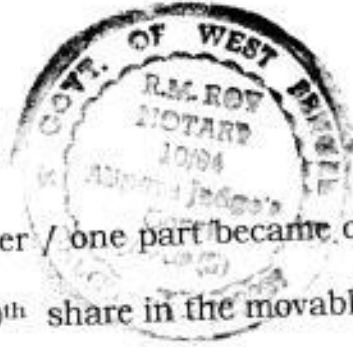
AND WHEREAS the said Saibalini Das became $1/5^{\text{th}}$ and $1/10^{\text{th}}$ share holder i.e. to the extent $3/10^{\text{th}}$ share of the immovable and movable property. *of her own*

AND WHEREAS the said Saibalini Das died intestate on 1.2.2004 Leaving behind her three daughters only to inherit her $3/10^{\text{th}}$ share equally to her three daughters only and the grand daughter as per law of succession is not entitled to inherit all her movables and immovables as per law of succession.



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Kabita Bose
Jurist Rajwar



AND WHEREAS the present owner / one part became owner to the extent $1/5^{\text{th}}$ plus $3/40^{\text{th}} = 11/40^{\text{th}}$ share in the movable property.

AND WHEREAS it is to mention here that Smt. Nandita Ghosh have filed a suit for partition of the said property before the 7th Court of Civil Judge (Sr. Division), at Alipore being Title suit no. 32 of 2004 against two sisters and nices Anunya for partition of the properties in accordance with the provisions of law. The said suit is still pending for disposal.

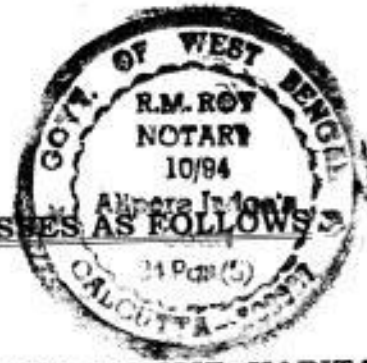
AND WHEREAS the said owner filed a title suit bearing no. 205 of 2003 before the 5th Civil Judge Jr. Division at Alipore and the order of injunction against the other owners of the said suit property is confirmed by the Id. Court and the same ~~was~~ ^{is} enforceable till signing of this agreement.

AND WHEREAS before execution of this deed of agreement, the owners herein as plaintiff have decided to withdraw the said suits unconditionally in satisfaction of the terms of the agreement and knowing fully well that henceforth no order/orders of court/courts shall be binding upon either of the party.

AND WHEREAS being desirous of developing the said property being premises no. 34/2, Santosh Roy Road, ^{with the premises} 49 no. Bose Para Bye Lane, P.S. Behala, District South 24 Parganas through developer/other part the owner made contact with the developer herein and entrusted the developer to develop the entire property on dismissal of the pending suit between the parties ~~and hence~~ this agreement. *amalgamating the premises no. 34/2, Santosh Roy Road, P.S. Thakurpukur, Kolkata-700 008 with the premises no. 49, Bosepara Bye lane, P.S. Thakurpukur, Kolkata-700 008 and hence this agreement*



Kalita Bose
Lurajit Biswas



NOW THIS AGREEMENT WITNESSES AS FOLLOWS

1. OWNER:

Shall mean **SMT. KABITA BOSE**, of 34/2, Santosh Roy Road, P.S Thakurpukur, Kolkata- 700 008.

2. DEVELOPER

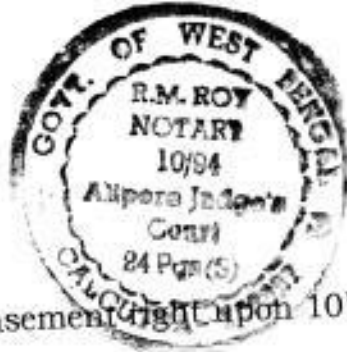
Shall mean M/s. SUNIRMAN TOWERS PVT. LTD., having its office at A-17, Diamond Park, P.O. Joka , Kolkata- 700 0104, P.S. Thakurpukur, District 24 Parganas, represented by one of the Director SRI SUVAJIT BISWAS, son of Sri Kalyan Biswas, residing at A-17, Diamond Park, P.O. Joka, P.s. Thakurpukur, District 24 Parganas, South, Kolkata - 700104.

3. THE SAID PROPERTY

Shall mean ALL THAT undivided 11/40th share of 3 cottahs 2 sq. ft. of land situate and lying at Mouza Paschim Barisha, J.L. no. 23, R.S. No. 43, Touzi no. 1-6, 8-10, 12-16, under Khatian no. 866, appertaining to Dag no. 22, together



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with easement right upon 10'ft, wide common passage in Dag no. 21 and all other rights appurtenance thereto, 34/2, Santosh Roy Road, P.S. Thakurpukur, Kolkata- 700 008, under ward No. 123. hereinafter called the SAID PROPERTY and morefully described in SCHEDULE "A" below.

4. BUILDING

Shall mean and include the building to be constructed at the premises mentioned in earlier paragraphs in accordance with the plan to be sanctioned by K.M.C

5. SALEABLE SPACE



Shall mean the space in the new building available for independent use and occupation by the developer after providing the owner's allocation.

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7. OWNER'S ALLOCATION

Shall mean on completion of the building the developer at the first instance provide the owner all that

a) a self contained flat on the 2nd floor north east side consisting of two bed rooms, besides, bath ,privy including Indian and European, kitchen, dining measuring more or less 850 Sq. ft. super built up.

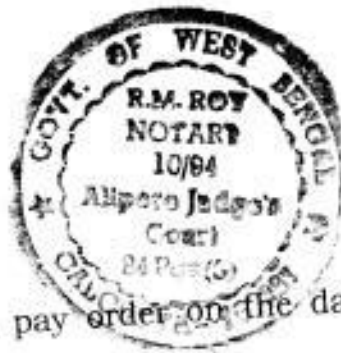
b) One self contained compact flat having one room besides bath privy kitchen, on the 3rd floor north west side of the proposed building measuring more or less 500 sq. ft.super built up area.

c) One vacant space measuring 150 sq. ft. in the ground floor of the proposed building.

d) A total sum of Rs. 2,50,000/- (Rupees two lacs fifty thousand) only to be paid by the developer to the owner at a



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time by pay order on the date of execution of agreement and the details of the said consideration money is written in memo of consideration.

e) The owner's allocation as stated above will be considered to be the consideration money of the undivided 11/40th share of the owner And the owner's said allocation is morefully in SCHEDULE "B" hereunder below and the and he fittings and fixtures and arrangements is morefully described in the schedule "C" below.

8. DEVELOPER'S ALLOCATION.



Shall mean the remaining available F.A.R. of the new building with absolute right on the part of the developer and prospective buyer/ buyers and intending transferee/ transferees, lease or in any way deal with the same.

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9). **THE ARCHITECT:**

Shall mean such person or persons with requisite qualification who will be appointed by the Developer for designing and planning of the new building.

10) **BUILDING PLAN:**

Will mean such plan that has been prepared by the developer through his architect at his own costs.

11). **TRANSFER:**

With its grammatical variations shall include transfer by possession and by any other means adopted for effecting what is understood as a transfer of space in multi storeyed building to purchase thereof although the same may not amount to a transfer in law without causing in any manner in convenience or disturbance to the owner and as per provisions of the schedule hereunder to be delivered for khas



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and absolute possession in satisfaction of the owner.

12. TRANSFeree

Shall mean a person firm limited company, association of persons to whom any space in the building will be transferred.

13. TIME

Shall mean the construction shall be completed positively within 36 months from the date of sanction of the building plan and/or from the date of getting peaceful vacant khas possession without any litigation of the said property which ever will be the later.

14. WORDS



Importing singular shall include plural and vice-versa and the words importing masculine gender shall include feminine and vice-versa and similarly words importing neutral gender shall

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include masculine and feminine genders.

COMMENCEMENT

This agreement shall be deemed to have commenced with effect from the date of execution of this agreement.

OWNER'S RIGHT AND REPRESENTATION

1. The owner is absolutely seized and possessed of and /or otherwise well and sufficiently entitled to all that undivided 11/40th share of the said property.
2. There is no excess vacant land at the said property within the meaning of the Urban Land (Ceiling and Regulation) Act, 1976.

DEVELOPER'S RIGHT

The owner herein grants, subject to what has been hereunder provided exclusive right to the Developer to build upon and to exploit commercially the said property and shall be able to



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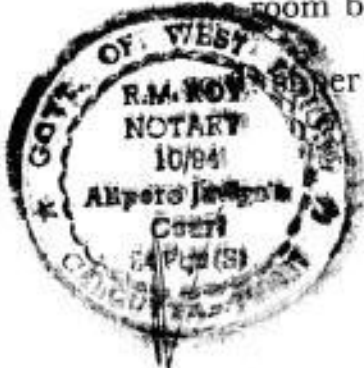
amendment and/or modification thereto made or cause to be made by the parties hereto.

3. Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the owner of the said property or any part thereof to the Developer or as creating any right, title or interest in respect of the Developer other than an exclusive right and interest by the Developer to commercially exploit the same in terms hereof and to deal with the entire allocation of the developer in the new building in the manner herein after stated.

CONSIDERATION.

on completion of the building the developer at the first instance provide the owner all that a) a self contained compact flat on the 2nd floor north east side consisting of two bed rooms, besides, bath, privy European style, kitchen, dining measuring more or less 850 Sq. ft. super built up area.

- b) One self contained flat on the 3rd floor, north west side having one room besides bath privy kitchen, measuring more or less 500 Sq. ft. super built up area of the proposed building.



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c) One vacant space measuring 150 sq. ft. in the ground floor of the proposed building.

d) A total sum of Rs. 2,50,000/- (Rupees two lacs fifty thousand) only to be paid at a time by pay order by the developer to the owner on the date /day of execution of agreement.

e) The owner's allocation as stated above will be considered to be the consideration money of the undivided 11/40th share of the owner And the owner's said allocation is morefully described in SCHEDULE "B" hereunder below and the and he fittings and fixtures and arrangements is morefully described in the schedule "C" below.

POSSESSION

1. The owner shall hand over vacant unencumbered possession of the said property to the developer within 7 days from the date of getting notice to vacate by the developer till reinstatement of her allocation enabling the developer to demolish the existing building and to construct new building.

2. The Developer shall complete the construction of the building positively within 36 months from the date of sanction of the building plan and/or from the date of getting peaceful vacant

possession of the property which ever is later and shall

over the owner's allocation in



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finished and complete condition as per specification given details in schedule "C" below.

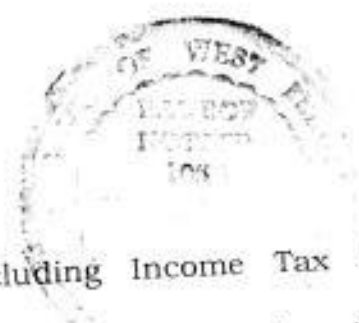
3. The Developer shall be exclusively entitled to the entire new building save and except the owner's allocation with exclusive right to transfer or otherwise deal with or dispose of the same according to this sweet will. The owner shall only transfer by way of proper deed of conveyance either in favour of the developer or in favour of the nominee/s of the developer, the entire landed area.

5. In so far as necessary all dealing by the Developer in respect of the new building shall be in the name of the owner for which purpose the owner undertake to give the developer a power of attorney in a form and manner reasonably required by the promoter. It being understood, however, that such dealings shall not in any manner fasten or create any financial or legal liabilities upon the owner nor there be any clause inconsistent with or against the terms mentioned in this agreement.

6. That the owner shall execute the deed of conveyance in favour of the Developer or its nominee/s in respect of such part or parts of the new building as shall be required by the Developer all



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costs and all expenses (including Income Tax Clearance Certificate) in that behalf will be borne and paid by the Developer.

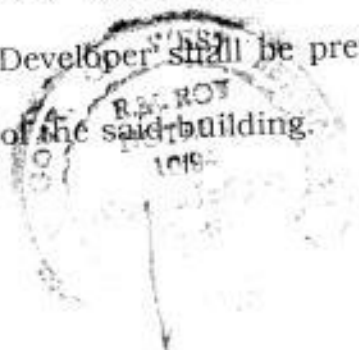
7. The owner shall not do any act, deed or thing whereby the developer shall be prevented from construction completion of the said building.

COMMON FACILITIES

i). The owner hereby agree and covenant with the developer not to cause any interference or hindrance in the construction of the building of the said property by the developer.

ii). The owner hereby agree and covenant with the developer not to do any act or deed or thing whereby the developer may be prevented from selling, assigning and/or disposing of any portion or portions of the entire newly constructed building or of the said property save and except the right of land

ii). The Owner shall not do any act, deed or thing whereby the Developer shall be prevented from completing the construction of the said building.



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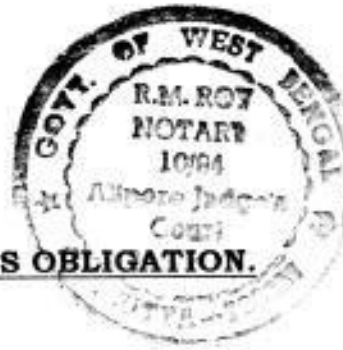


OWNER'S OBLIGATION

1. The Owner hereby agrees and covenants with the Developer not to cause any interference or hindrance in the construction of the building at the said property by the Developer .
2. The Owner hereby agree and covenant with the Developer not to do any act or deed or thing hereby the Developer may be prevented from selling, assigning and/or disposing of any portion or portions in the building or of the said property save and except the right of land.
3. The owner shall execute and register a general power of attorney in favour of the developer as per the deed as will be prepared by the developer through his Advocate giving him all right to build construct and for receiving all consideration money and earnest money and to enter into agreement/s and to receive earnest money and to execute final deed of conveyance and to get the building plan sanction and to execute and register all other allied jobs for the plan etc. including execute and register the deed of amalgamation for amalgamating the premises no. 34/2, Satntosh Roy Road, with the premises no. Bosepara Eye Lane, P.s. Thakurpukur, Kolkata- 700 008 and all rights, acts, deed and things.



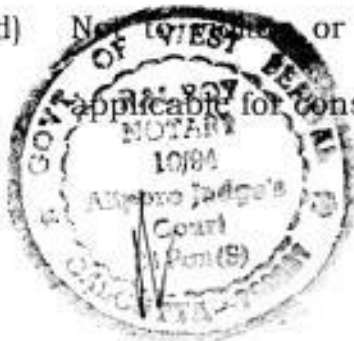
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DEVELOPER'S OBLIGATION.

**THE DEVELOPER HEREBY AGREES AND COVENANT WITH
THE OWNER:-**

- a) The developer shall complete the construction of the new building within 36 months from the date of sanction of the building plan
- b) The Developer shall be entitled to transfer alienate or assign this agreement to any other person/persons for completion of the building.
- c) The developer is agreed to provide a sum of Rs. 2000/- (Rupees two thousand) only per month to the owner for her alternative accommodation till handing over possession of the owner's allocation in the new building.
- d) No or contravene any of the provisions or rules applicable for construction of the building.



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OWNER' INDEMNITY :

The Owner hereby undertakes that the Developer shall be entitled to the said constructions and shall enjoy the entire allocated portion without any interference and/or disturbance provide the Developer performance and fulfills all and singular as the terms and conditions herein contained and/or its part to be observe and performed.

DEVELOPERS INDEMNIFY :

1. The Developer hereby undertakes to keep the owner indemnified against all third party claims and actions arising out of any sort of act or commission or omission of the developer in or in relation to the construction of the said new building strictly in terms of the plan to be sanctioned by the K.M.C. on that behalf.

2. The Developer hereby undertakes to keep the owner indemnified against all action suits costs proceedings and claim that may arise out of the developer's allocation with regard to the development of the said premises and/or in the matter of construction of the building and/or any defect therein.



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MISCELLANEOUS:

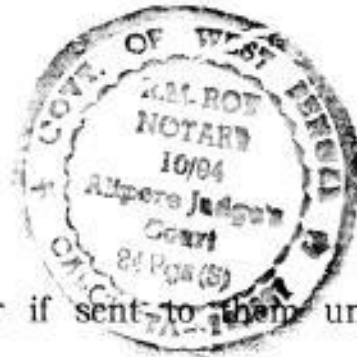
1. The Owner and the Developer have entered into the agreement purely as a contract and nothing contained herein shall be deemed to construe as partnership between the developer and the owner. The parties hereto can proceed with this agreement only against the premises no. 34/2, Santosh Roy Road, P.s. Behala, Kolkata- 700 034.

2. Nothing in these presents shall be construed as a demise or assignment or conveyance in land by the owner of the said property or any part thereof to the developer or as creating any right title and interest in respect thereof in the developer other than an exclusive right to exploit the same in terms herein provided however the developer shall be entitled to borrow money from any bank or banks without creating any financial liability on the owner or effecting and his estate shall not be encumber and/or be liable for payment of any dues of such bank or banks and for that purpose the developer shall keep the owner indemnified against all actions suits proceedings and cost charges and expenses in respect thereof.

3. Any notice required to be given by the developer shall without prejudice to any other mode of service available be deemed to



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have been served upon the owner if sent to them under registered post with acknowledgement due at the address given in this agreement.

4. That the Owner hereby fully agree and consent that the developer shall have the right to advertise, fix hoardings or sign board of any kind relating to the publicity for the benefit or commercial exploitation of the new building from the date of execution of this agreement and on completion of the building or earlier all such advertisements and hoardings shall be cleared of by the developer at his own costs.
5. The original agreement and a original deeds and other relevant deeds and documents in respect of the said property shall be kept at the city office of the developer or at the office of the agent for the inspection of the intended purchasers.

FORCE MAJURE :

1. The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of the relative obligations was prevented by any force majeure and this contract shall remain suspended during the duration of such



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with easement right upon 10'ft, wide common passage in Dag no. 21 and all other rights appurtenance thereto, 34/2, Santosh Roy Road, P.S. Thakurpukur, Kolkata- 700 008, under ward No. 123.

SCHEDULE "B" ABOVE REFERRED TO :

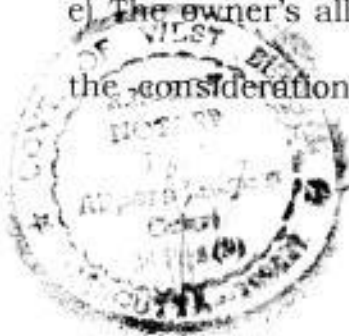
on completion of the building the developer at the first instance provide the owner all that a) a self contained compact flat on the 2nd floor north east side consisting of two bed rooms, besides, bath privy European style , kitchen, dining measuring more or less 850 Sq. ft. super built up area.

b) One self contained flat having one room besides bath privy kitchen, on the 3rd floor north west side of the proposed building measuring more or less 500 sq. ft. super built up area.

c) One vacant space measuring 150 sq. ft. in the ground floor of the proposed building.

d) A total sum of Rs. 2,50,000/- (Rupees two lacs fifty thousand) only to be paid at a time by pay order y the developer to the owner on the date /day of execution of agreement.

e) The owner's allocation as stated above will be considered to be the consideration money of the undivided 11/40th share of the



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and PVC laminated doors in toilets 5"x2"
- 1/2" sal wooden frame and panel door of
garmari wood in main door shutter.

5. Windows : Integrated steel windows with grill panes.
6. Doors and windows fittings : Iron steel bolts, for all doors and windows, hatch bolts(heavy) for main door ring and stopper for all doors and windows , door with a coat of primer.
7. Wall finishing : Cement plastered wall with plaster of paris, finish inside plaster with cement mortar 1: 5 and outside plaster with cement mortar(1:4).
8. Outside paints. : Cement base paints for exterior walls.
9. Electrical : Concealed wiring with 2 lights point, one plug point for all rooms, 3 light, 2 fans, 3plug points each of 15 amps for drawing cum dining hall and three points for each of all entries.



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10. Toilet : One coloured commode (Anglow Indian)/pan, one white wash basin, one HDPE cistern one CP Porcelain shower, one soap dish one towel rail.
11. Kitchen : One R.C. C. cooking platform with black stone top upto 14 sq.ft. with one steel sink, two C.P. taps, plain coloured glazed tiles on dado over platform(upto 36").
12. Water supply : Deep tube well water will be arranged.
13. Telephone : Concealed wiring upto drawing room, (phone connection to be obtained by the owner at their cost).
14. Power supply : Individual meter for each flat to be arranged by individual purchaser at his own cost.
15. Changes : No external changes are allowed internal changes may be allowed with prior approval and payment of additional cost before taking up the modifications.
16. Stair case : Silver grey mosaic steps and steel railing in one side, pvc top of railing, foot lights.



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17. Roof

: Water proofing(chemical) treatment on roof.

IN WITNESSES WHEREOF the parties have set and subscribed their respective hands on the day, month and year first above written.

SIGNED SEASLED & DELIVERED

In presence of :-

- 1. Kakali Bose
34/2 Santosh Roy road
Kol - 8
- 2. Shahriar
Panel Masjid Ad.
Kol-63

Kakali Bose

Signature of the **OWNER**

For SUNIRMAN TOWERS (P) LTD.

Jurajit Biswas
Director

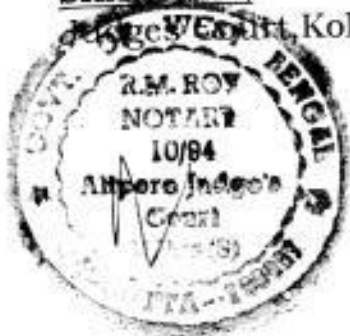
IDENTIFIED BY ME

Ashoke Choudhury Signature of the **DEVELOPER**

Computer Typed by:

Shahriar

SHAHRIAR,
Alipore Judges' Court, Kol-27.



Signature (s) Executant (s)
attested on identification
at Alipur Judges Court,
Cal-700027, under Notaries
act 1952

R.M. Roy 31/8/07

R. M. ROY
Secretary, Govt. of West Bengal
Road. No-10/04

Signature attested by me on identification

by Advocate *Ashoke Choudhury*

On *31/8/07* At *10.45 A.M./P.M.*

At Alipore Judges' Court, Calcutta-27

"Ratnadeep" 6/3, Sashi Bhushan

Mukherjee Road, Kolkata-24

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Received of and from the within named developer the consideration sum of Rs. 2,50,000/- (Rupees two lacs fifty thousand) only as per memo below :-

Memo of consideration

- | | |
|---|-----------------------|
| 1. Paid by cash | Rs. 16,000/- |
| 2. Paid this day by a Pay order no. 849708,
dated 2.8.07, drawn on Bank of Maharashtra,
Sakherbazar Branch in the name of owner | <u>Rs. 2,34,000/-</u> |
| | Rs. 2,50,000/- |

(Rupees two lacs fifty thousand) only.

WITNESSES:

- Kankali Bose
34/2 Santosh Raj Road
KOL-8

Kankali Bose
OWNER.

- Shobana
Panel Masjid Rd
KOL-63.



3 AUG 2007



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3 AUG 2007
THE _____ DAY OF _____ 200

PAPER WRITING 'A'
&
**THE RELATIVE NOTARIAL
CERTIFICATE**



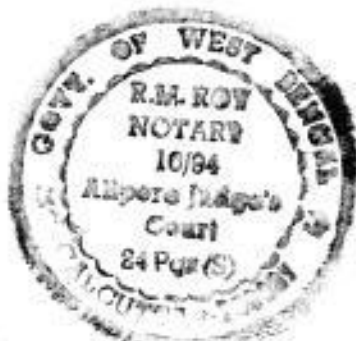
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BARUN HALDER
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3 AUG 2007