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Stamp affixed by
Anubhashan

Stamp Superintendent
Calcutta Collectorate



A/21
N/1
13/

Admissible under Rule 21 duly Stamped
(or exempted from payment of stamp duty under the Indian Stamp Act 1899
Schedule No. or under the Bengal Stamp
(Amendment) Act, 1922 Schedule 1 A No. 23.
Fee paid.

Witnessed
Aug 10th
11/10/1898.

THIS INDENTURE is made the eleventh day of October one thousand nine hundred and twenty-eight Between Bombay Industrial Trust Limited a Company incorporated under the Indian Companies Act 1913 and having its registered office at No. 32/1, Dalhousie Square Calcutta (hereinafter called "the Vendor" which expression where not repugnant to the context shall include its successors) of the one part and Burga Das Banerjee son of late Satu Beni Madhub Benerjee of 75, Barrackpur Trunk Road, Tullah in the suburbs of Calcutta by caste Brahmin by profession Consulting Engineer and Contractor (hereinafter called "the Purchaser" which expression where not repugnant to the context shall include his heirs executors administrators representatives and assigns) of the other part WHEREAS the vendor is the owner of the lands and hereditaments called or known as the Tollygunge Park Estate situate on the east side of Russa Road at Tollygunge near Calcutta And Whereas the vendor has agreed with the purchaser for sale to the purchaser of a plot more particularly described in the Second Schedule hereto at the price of Rupees Four thousand eight hundred and fifteen annas eight and pies nine

NOW THIS INDENTURE WITNESSETH that in consideration of the sum of Rupees Four thousand

eight hundred and fifteen annas eight and pies nine only paid by the purchaser to the vendor the receipt whereof the vendor hereby acknowledges the vendor doth hereby grant transfer convey and assign unto the purchaser All that piece or parcel of land being part of the said Tollygunge Park Estate more particularly described in the Second Schedule hereto and delineated in the plan hereto annexed and coloured ^{Red} therein together with all ways paths passages rights privi leges liberties easements and appurtenances thereunto belonging or attached And all the estate right title interest property claim and demand of the vendor of in to out of or upon the said piece or parcel of land (all of which are hereinafter for brevity referred to as the said hereditaments) to have and to hold the same unto the purchaser absolutely according to the nature and tenure thereof and every part thereof respectively And the vendor hereby for itself and its successors hereby covenants with the purchaser that the vendor now has good right and full power to convey the said hereditaments to the purchaser in manner aforesaid and that the purchaser shall and may henceforth quietly and peaceably enter into possess and enjoy the said hereditaments free from encumbrances and without any interruption or denial by the vendor or any person or persons claiming from through or under the vendor and that the vendor will at all times hereafter at the request and costs of the purchaser do and execute and cause to be done and executed all such acts deeds and things for further and more perfectly assuring the said hereditaments unto the vendor as by the vendor may be

reasonably

reasonably required And the vendor for itself its successors and assigns hereby con-
with the purchaser for production and delivery of copies at the expense of the pur-
chaser of the several documents specified in the first Schedule hereto (possession of which
will be retained by the vendor until sale of the last plot of the said Tollygunge Es-
tate when the said documents may be delivered to the buyer of the last plot or the
buyer paying the highest price if several plots are last sold together) and undertake
with the purchaser for the safe custody thereof.

The First Schedule above referred to.

List of documents.

1. Bengali Kabala dated the 28th January 1920 executed by Sreemutty Jnonada Debi and others in favour of Ramsoshi Chaudhury..
2. Bengali Indemnity Bond dated the 28th January 1920 executed by Krishna Mohan Mukhopadhyaya and others in favour of Ramsoshi Chaudhuri.
3. Pottah No.12 dated the 16th May 1893 granted by the Collector of the District 24-Fergunnahs to Sreemutty Makshada Debi regarding Old Holding Nos.29, 31 and 32 Sub-Division S Division 6 Dehi Puncannogram.
4. Bengali Kabala dated the 11th May 1892 executed by Shahebjedi Furkunda alias Begum in favour of Srimati Makshada Debi.
5. Declaration of Trust dated the 7th February 1924 executed by Ramsashi Chaudhury in favour of J. B. Howeson and others.
6. Deed of Assignment dated the 16th May 1924 executed by Ramsashi Chaudhury and others in favour of the Bombay Industrial Limited.

The Second Schedule above referred to.

Description of premises.

All that piece or parcel of rent paying Collectorate land measuring six Cottahs and fourteen square feet a little more or less being Plot No.6 of Tollygunge Park Estate in Mousa Kankulia Thana Sadar Tollygunge Sub-Registry Alipur in the district of Twenty-four Pergunnahs Dehi Puncannogram Division 6 Sub Division S and being Part of Holding No.2 and butted and bounded in the following manner i.e. on the North by a 40 feet wide Road on the east by the land of Ambika Charan Pattra, on the south by a Petrol Depot and on the west by Russa Road South. The entire rent payable for the entire Holding No.2 is Rupees Four annas five and piaf four per annum. It is outside the limit of the Sal-
emate Corporation and has not been Subdivided.

In witness whereof the vendor Company has hereunto set its hand and seal the day and year first above written.

SIGNED SEALED AND DELIVERED by
George Callendar Goodwin
Constituted attorney of Bombay
Industrial Trust Limited
in the presence of

Bombay Industrial Trust Ltd
by its attorney
before me

Nagendra Nath Basu
Notary Public
Court of 24 B.C.P.
26 Balkhoni Square, Calcutta
1924

Presented for registration at 1/30 N.S.
on the 11th day of October 1928
the Alipur Seer Registration Office by
Nagendro Nath Dagar as agent for the owner.



Nagendranath Banerjee was released
Bada Sub-Registrar of Alipore
16-10-1948.

Guernsey is admitted by Nagendra Nath Basu
son of late Jagesh Chandra Basu of 26 Dalhousie Street
Calcutta district
by cause Lawyer by profession Native of Bengal Wilson
as agent for the accused L. C. Crossley he applied
for 26th instant before the Regd. Off. Calcutta.

at Agumbe at the Base

Deen Paul
by Siba Lal & Nalini Cheryji
of the son of Bala Bhau & Nasreen Balal
by caste Tham by profession Clerk to my Son Lander
I - 76, Delhoni Cellar
Mofussil (928).

Shots from 18th century map

Remember her
as her son
Remember
Mr. W. G. F.

✓ *Yucca* some broken

Badar Sub-Registrar of Alipore

W. H. Wells

Member S. E. T. Society of Friends

The — m —



SITE PLAN OF PLOT NO-6 .
 DALYGUNGE PARK ESTATE .
 SCALE - 30 - 0 - i .



Bombay Industrial Trust Ltd
by arrangement
with the
Government
of India

Charkha Town
P. A. de Bois
20/9/27

P.S.I., P.R. SAN.I., M.T.P.I.,
LYONS COURT,
LYONS RANGE,
CALCUTTA. 30-5-27.

REG. NO- 3336.

25 October



Having been noted
Muhammad
N. W. Z. Qasim
Sadar Sub-Registrar of Aliques

The

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61/900
44551
(1881) 08982
28



3b

Bombay Industrial Trust Ltd.

Drawee has Beneficiary.

DRAWING ON

Plot No. 6 at Collymace Park, Mysore.

Sadar Sub-Registrar of Alipore

W. C. G. W.

Subordinate Judge 2nd Court

24 Parganas

S. I. Suit No. 5 of 1974
Filed by *Deependra*
Exhibit No. A

18761-7
File Suit No. 73 of 1974
Placed by: OTHF (DFT)
Date of Placing: 24/1/06
Exhibit No. A

24/1/06



Previous page hidden
Sadar Sub-Registrar of Alipore

No. 19
6.0. G. S.

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Ls = 680
2nd S. 9.

Book No. I
Volume No. 88
Page No. 233 to 236
Date No. 1623
For the year 1974

Next page

STAMP DUTY DUE Rule 21 duly Stamped
(or example of require Stamp
duty) under the Bengal Stamp Act 1899
STAMP SUPERINTENDENT the Bengal Stamp
CALCUTTA COLLECTORATE.

Fee paid. *no(6)*

Presented for registration at 1/00/1928 102
on the 11 day of October 1928 at
the Alipur Sub Registration Office by
Devi Chandra Datta the 24

Alipur ~~Sub~~ Registration Office by
Sub-judges Bangalore the ~~Sub-judges~~

A circular blue ink stamp with a decorative border. The text inside the border is partially obscured but includes "BIBLIOTHEQUE" and "REF. 187". In the center of the stamp is a faint, circular emblem.

Rangadas Rao

11. 60 - 4860

Greenbrier

Greenbush Submitted by D. J. Graweas D. A. Graweas
son of Bob & Marie Graweas of Waukesha, WI 1915.
D. J. Graweas by profession

Empress -

(Dunquar Barracks)

Dear Jim

by Siba Kewal Meetei Chorju
of Thanam son of Chorju
by caste by profession District Me
Vaisnava of India

Shiro Nenm Shallen Wong

Meruacote ^{de} ~~de~~ ~~de~~

✓ *Geococcus welleri*

Padar Sub-Registrar of Alipatty

also in the meantime to pay to the Mortgagees interest --
thereon or on the amount for the time being remaining
owing at the rate of 9 per cent per annum by equal quarterly
payments on the 31st day of March the 30th day of June the
30th day of September and the 31st day of December in --
every year provided always that if the Mortgagor shall on
every such quarterly day as aforesaid or within seven days
after each such day respectively pay to the Mortgagee ---
interest on the principal sum for the time being owing at
the rate of 8 per cent. per annum and shall at all times
perform and observe all the Mortgagors covenants herein -
contained or implied then the Mortgagee shall accept --
interest on the principal sum for the time being at the
rate of 8 per cent. per annum in lieu of 9 per cent. per
annum for every quarter of a year for which such interest
shall be paid to him within such seven days as aforesaid
provided that if the Mortgagee shall become entitled to
sell the mortgaged premises or to sue for recovery of the
mortgage debt or for enforcement of the mortgage or if the
Mortgagee or his receiver shall enter into possession of
the mortgaged premises or the rents and profits thereof
then the foregoing provision for reduction of interest on
punctual payment shall cease to operate PROVIDED ALSO that
if and so often as any interest due under the foregoing --
covenant or under this present proviso shall be in arrear
for one quarter after the date appointed for payment thereof
such interest shall be capitalized as from the following
quarter day after it was due and shall thenceforth bear

interest

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Sadar Sub-Registrar of Births

The 13



interest payable at the rate and on the days aforesaid. And such capitalized interest and the interest thereon shall remain and be charged upon the premises hereby mortgaged, and all powers and remedies available under these presents or any statute or otherwise for securing or enforcing payment of the original principal sum and the interest thereon shall extend to and be available for securing payment of all such capitalized interest and the interest on the same. The mortgagor hereby agrees to pay interest on the said sum of Rs. 2730-8-9 from the 11/12 day of October 1928.

AND THIS INDENTURE ALSO WITNESSETH that in further pursuance of the said agreement and for the consideration aforesaid the Mortgagor doth hereby grant transfer convey and assign unto the Mortgagee ALL THAT piece or parcel of land part of the Tollygunge Park Estate at Russa Road Tollygunge, Calcutta, more particularly described in the Schedule hereto together with all ways paths passages rights privileges liberites easements and appurtenances thereunto belonging or attached (including any house or building ^{now erected or} hereafter to be erected on the said land) And all the estate right title property claim and demand of the Mortgagor of in to out or upon same (all of which are in these presents called the mortgaged premises) TO HOLD the same unto the Mortgagee according to the nature and tenure thereof but subject to the proviso for redemption hereinafter contained.

PROVIDED ALWAYS that if the Mortgagor shall repay to the Mortgagee the said sum of Rs. 2730-8-9 and all interest thereon in the meantime as herein provided the Mortgagee shall at any time thereafter at the request and cost of the Mortgagor reconvey the mortgaged premises to the Mortgagor.

PROVIDED

Change made

PROVIDED NEVERTHELESS that if the Mortgagor shall pay the said sum of Rs. 2730-8-9 by quarterly instalments -- that is to say a first instalment of Rs. 140/- on the 15th day of January next and similar instalments on the 15th day of April next and the 15th day of July next and the 15th day of October next and go on in every year until the whole shall be paid and shall with each instalment pay the quarterly interest at the rate aforesaid on the amount remaining due immediately before such payment the Mortgagee will accept payment of the said principal sum by such instalments and will not take any steps to obtain payment of the principal money by auction sale possession foreclosure or otherwise.

PROVIDED ALWAYS and it is hereby agreed and declared that if the Mortgagor shall make default for more than three calendar months in payment of any quarterly instalment of capital to be paid as aforesaid or of any quarters interest (whether such interest be capitalized as aforesaid or not) the whole of the said principal money or of so much thereof as remains unpaid shall forthwith become repayable by the Mortgagor and the Mortgagee without prejudice to the exercise of the power of sale hereinafter contained shall be entitled to enforce this security by suit or otherwise or by entering into possession of the mortgaged premises or appointing a Receiver in that behalf with power to the Mortgagee on any such entry to grant any lease or leases thereof and to apply the rents and profits in reduction of any principal money or interest remaining owing on this security.

AND IT IS HEREBY AGREED AND DECLARED that if at any time the mortgage debt hereby secured shall have become repayable

repayable the Mortgage without prejudice to his right to any other remedies by suit or otherwise may proceed to sell the mortgaged premises by public auction or private contract and subject to any stipulations as to title or otherwise and with power to buy in at any sale by auction and to rescind or vary any contract for sale and to resell and without being responsible for loss AND no purchaser shall be concerned to enquire whether the mortgage money has become repayable or whether any default has been made by the Mortgagor or whether any money remains owing on this security or otherwise as to the regularity of the sale AND it is further declared that the Mortgagee should out of the proceeds of any such sale pay all costs and expenses incurred in or about the sale or otherwise in respect of this security or the enforcement thereof and in the next place apply the same in or towards satisfaction of any money owing on this security and then pay the surplus if any to the Mortgagor.

AND it is lastly hereby agreed and declared that the Mortgagor may at any time or from time to time pay off any sum or sums being not less than Rs.500/- at a time and being only multiples of Rs.100/- in reduction of the principal moneys for the time being owing on this security in addition to the quarterly instalments hereinbefore -- provided but any such payment shall be made only on one of the quarterly days fixed for payment of interest as aforesaid.

IN WITNESS whereof the mortgagor has hereunto set his hand and seal the day and year first above written.

SCHEDULE

Description of premises.

ALL THAT

ALL THAT piece or parcel of rent paying
Collectorate land measuring six cottas and fourteen square
feet a little more or less being Plot No.6 of Tollygunge
Park Estate in Mouza Kankulia Thana Sadar Tollygunge Sub-
Registry Alipur in the District of 24 Pargannas Dih --
Punchannogram Division 6 Sub Division S and being Part of
Holding No.2 and butted and bounded in the following --
manner i.e. on the north by a 40' wide Road, on the east
by the land of Amoica Charan Pattra, on the south by a
Petrol Depot and on the west by Russa Road South. The
entire rent payable for the entire holding No.2 is Rs4-5-4
per annum. It is outside the limit of the Calcutta ----
Corporation and has not been cadastrally surveyed.

Signed Sealed and Delivered by }
the abovenamed DURGADAS BANERJEE }
the Mortgagor in the presence of)

Durgadas Banerjee

1st Witness

*Shagadunnath Basu
Pahar, Jorabagan, 24 Parg.
26 Dalmatia Qua*

Address

Occupation

2nd Witness

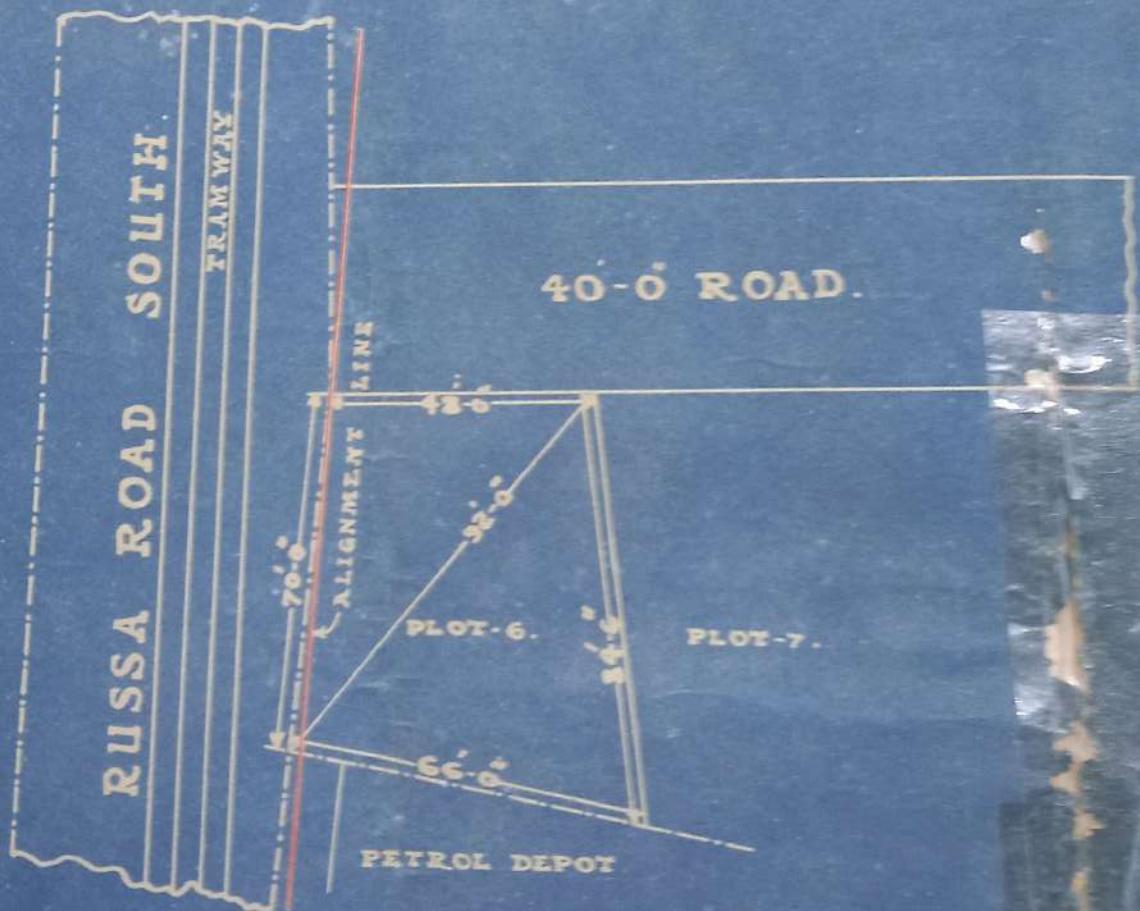
Widow Khuswant Singh

Address

*26 Dalmatia Square
Clark, Mys. Sanders of*

Occupation

SITE PLAN OF PLOT NO-6.
TOLLYGUNGE PARK ESTATE.
SCALE-30'-0'-i.



Marshall
F.A. de O.
22/2

F.S.I., F.R.S.A., C.P.I.
LYONS COURT
LYONS ROAD
CALCUTTA - 9 - 27

Adm. eternorum

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Kaenri
Badar Sub-Registrar of Ahmedabad 1960
Gop

21



LATED

DURGADAS BANERJEE

-To-

BOMBAY INDUSTRIAL TRUST

Sadar Sub-Registrar of Alipurz

1100/1998

73 18/94
Deft 24.1.06
B 24.1.06

MORTGAGE

Plot No. 6 at Tollygunge P.

Mr. S. N. Malhotra
Book No. 2
Page No. 20
Date 18/8/1923
Plot No. 6
Date 18/8/1923
Plot No. 6
Date 18/8/1923

1/ Sadar Sub-Registrar of Alipurz
6. 10. 1928

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7 Stamp his by five Rupees
Stamp Two Rupees
Eight annas.

Admissible under Rule
21 only stamped under the
Angel Stamp (Amendment)
Oct 1922 Schedule 1A
no 40 (6) for paid
A 20-
4/1/2

by A. H. Saunders
Rigging up
31/5/33

Presented for Registration
at 12th noon on the 31st day of May 1934 at the
Seren Registration office at 11th Street and Congress
at 11th from the other side
of the Avenue — 2nd floor Justice
Court and
of the other side of the Avenue — 2nd floor Justice

by A. F. Penhuis
at Louvain. 2000 ft. - airings - 22 m
31/5/34

St. Luke High School, Anchorage, Alaska - 1980-
26.34.



विनायक हाउस रोड द्वारा बॉम्बे इंस्ट्रूमेंट
फ्लॉर्स लिमिटेड द्वारा दिवाली दिन -

फ्लॉर 2 - फ्लॉर (२०००) ८०८० एकड़ा
बॉम्बे फ्लॉर इन्हॉल्डिंग्स एवं हॉलीगैंग
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Sub Adr. S. (2nd)  
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218 6th - 10th - 10th - 10th - 10th - 10th -
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Bombay Industrial Company (2nd) 2000 - 2000 -

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Bombay Industrial Trust Ltd. 2000 - 2000 - 2000 -

Lease plot after 2000 - 2000 - 2000 - 2000 -

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Chq - 45 2/2/- due on 13 Apr 2020
Chq - 45 2/2/- due on 13 Apr 2020
cheques - by Bombay Industrial Trust Ltd.
in favor of Alvega das Banjji debd -
11.10.1928. (2) due of mortgage
executed - by Alvega das Banjji in favor
of Bombay Industrial Trust Ltd on 11.10.28
(3) Municipal Bill (4) 4000/- on 13 Apr 2020
Chq - 45 2/2/- due on 13 Apr 2020
Bombay Industrial Trust 45/- due on 13 Apr 2020
Chq - 45 2/2/- due on 13 Apr 2020
amount due on 13 Apr 2020 (in rupees) 11
(by Alvega das Banjji) Banjji - 2/-
C Notes $\frac{1}{2}$ 713661 for Rs 1000/- $\frac{1}{2}$ 731518.
for Rs 1000/- $\frac{1}{2}$ 731519 for Rs 1000/- $\frac{1}{2}$ 731520
for Rs 1000/- $\frac{1}{2}$ 713954 for Rs 1000/- for
pieces of g. c. Notes hundred Rupee each
Rs 40/- small notes - Rs 100/- A cheque on

Alipur by Sachdev Nath Sahay Shay
Jugis court Alipur on 20th March 27
Am 28th March by two cars engines - 2

Alipur - 27th March - 2/2 of anns 90/- - 70/-
No 163 SD to Bu Surja das Banji of
70 Ram Ro colatto Sheetal - Guany
The 26.5.1934 by Amalakji for Guany i.e.
65-1-2-8 // 67-8 No 163 told to Bu
Surja das Banji of 70 Ram Ro colatto
Sheetal Guany, the 26.5.1934 by A.
Mukhiy for Guany i.e. 65-1-2-8 // 67-8

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