

DEED OF CONVEYANCE

THIS DEED OF SALE is made on this 18th day of March 2016

BETWEEN

SMT. SAMPA BOSE (NEE GHOSH), (PAN - AKSPB7544G) wife of Sri. Goutam Bose and daughter of Late Satyendra Nath Ghosh aged about 51 years, by Faith - Hindu, by Occupation - Housewife, by Nationality - Indian, residing at Block-AK 106, Sector-II, Salt Lake City, Kolkata - 700 091, hereinafter referred to as the VENDOR (which expression shall unless excluded by or repugnant to the context be deemed to include her heirs, executors, legal depresentatives and assigns) of the ONE PART.





AND

ALINGAN ENCLAVE PRIVATE LIMITED, ACNPA7583K) having its registered office at 4, Fairlie Place, HMP Building, 4th floor, Room No. 436, Kolkata - 700 001, represented by its Director, SRI BAJRANG LAL AGARWAL, son of Late Suraj Mal Agarwal, aged about 65 years, by Faith-Hindu, by Occupation - Business, by Nationality - Indian, residing at Mitra Compound, Station Road, Midnapore -721101 having been duly authorised in pursuance of the resolution adopted on 5th January 2016 by the Board of Directors of the Company, hereinafter referred to as the "PURCHASER" (which term or expression shall unless excluded by or repugnant to the context be deemed to include its Directors, successor and/or successors-in-interest, legal representatives and assigns) of the OTHER PART.

WHEREAS by virtue of a Deed of Lease dated 29th November 1963 executed between Byomkesh Chandra Mitra & Others, therein described as the Lessors of the One Part and one Satyendra Nath Ghosh, therein described as the Lessee of the Other Part and registered in Book No. I, Volume No. 75, Pages No. 261 to 269, being no. 5856 for the year 1963, at the Office of Sub-Registrar, Midnapore, the said Satyendra Nath Ghosh became a perpetual lessee of a non agricultural tenancy land with both heritable and transferable rights, upon payment of the premium as settled amongst themselves and subject to payment of yearly rent of Rs. 7.63 (Rupees Seven and sixty three paise only), comprised in J.L. No. 172, C.S. Interest No. 7 (seven) out of C.S. Plot No. 171 measuring an area of 0.1680 Acre or 10 Cottahs 2 and 2/3rd Chittaks or 7320 Square feet at Mouza - Sekpura, Police Station & District - Midnapore fully described in the Schedule thereunder written.

AND WHEREAS by virtue of another Deed of Lease dated 29th April 1964 executed between the said Byomkesh Chandra Mitra & Others, therein described as the Lessors of the One Part and the said Satyendra Nath Ghosh, therein described as the Lessee of the Other Part and registered in Book No. I, Volume No. 36, Pages No. 173 to 180, being no. 2422 for the year1964 at the office of Sub-Registrar, Midnapore, the said Satyendra Nath Ghosh became a perpetual lessee of a non agricultural tenancy land with both heritable and transferable rights, upon payment of the premium as settled amongst themselves and subject to payment of yearly rent of Rs. 6.72 (Rupees Six and Seventy two paise only), comprised in respect

of all that J.L. No. 172, C.S. Interest No. 7 (seven) (old) and Nos.5/1, 5/3, 5/5, 5/6, 6/2, 6/3, 6/5 and 6/6 (new), measuring an area of 0.1251 Acre or 8 Cottahs 15 and 1/3rd Chittaks or 6450 Square feet at Mouza-Sekpura, Police Station & District – Midnapore fully described in the Schedule thereunder written.

AND WHEREAS by virtue of another Deed of Lease dated 26th June 1974 executed between the said Byomkesh Chandra Mitra & Others, therein described as the Lessors of the One Part and said Satyendra Nath Ghosh, therein described as the Lessee of the Other Part and registered in Book No. I, Volume No. 36, Pages No. 173 to 180 being no.5508 for the year 1974 at the Office of Sub-Registrar, Midnapore, the said Satyendra Nath Ghosh became a perpetual lessee of a non agricultural tenancy land with both heritable and transferable rights, upon payment of the premium as settled amongst themselves and subject to payment of yearly rent of Rs. 14/- (Rupees Fourteen) only, comprised in respect of all that J.L. No. 172, C.S. Interest No. 7 and Nos. 5/1, 5/4, 5/5, 5/6, 6/2, 6/4, 6/5 and 6/8 (R.S. Interest) out of C.S. Plot No. 171 measuring an area of 0.3085 Acre or 18 Cottahs 10 Chittaks 30 Square feet or 13440 square feet at Mouza - Sekpura, Police Station & District - Midnapore fully described in the thereunder written.

AND WHEREAS by virtue of the said three lease deeds executed in different years, the said Satyendra Nath Ghosh absolutely seized and possessed of and/or otherwise well and

sufficiently entitled to ALL THAT piece and parcel of land being J.L. No. 172, C.S. Interest No. 7 (Old), admeasuring an area of 37 Cotthas 12 Chittaks 30 Square feet or 27,210 Square feet comprised in all that Dag No.171, Khatian Nos. 5/1, 5/3, 5/4, 5/5, 5/6, 6/2, 6/3, 6/4, 6/5, 6/6 and 6/8 at Mouza-Sekpura, Police Station & District – Midnapore.

AND WHEREAS said Sri Satyendra Nath Ghosh during his lifetime constructed various structures at the said premises measuring altogether an area of 9885.047 square feet.

and whereas by a Sale Deed dated 6th October 1993 executed between the said Satyendra Nath Ghosh, therein described as the Vendor of the One Part and Smt. Jayanti Mondal described as Purchaser of the Other Part and registered at the office of the Additional District Sub-Registrar, Sadar, Paschim Medinipur, in Book No. 1, Volume No. 73, Pages 127 to 133 Being No. 4259 for the year 1993, the said Satyendra Nath Ghosh sold, conveyed and transferred to said Smt. Jayanti Mondal all his right, title and interest in respect of an area measuring about 0.0208 Acres or 1.28 cottahs from all that J.L. No. 172, Interest No. 7, Dag No.171, Khatian Nos. 5/1, 5/4, 5/5, 5/6, 6/2, 6/4, 6/5 and 6/8 at Mouza-Sekpura, Police Station & District – Midnapore fully described in the Schedule thereunder written, inter alia, for consideration and on terms morefully contained therein.

AND WHEREAS by another Sale Deed dated 6th October 1993 executed between the said Satyendra Nath Ghosh therein

ALCOHOL:

AND WHEREAS in the premises after sale of 3.28 cottah of land by way of two Sale Deeds to Smt. Jayanti Mondal out of total land measuring about 37 cottahs 12 Chittacks 30 square feet or 27210 square feet, the said Satyendra Nath Ghosh was in possession of 34.733 cottahs or 24853.752 square feet of land at J.L. No. 172, Dag No. 171, Khatian Nos. 5/2, 5/3, 5/5, 5/6, 6/3 and 6/5 along with structures lying thereat measuring about 9885.047 square feet at Mouza-Sekpura, Police Station & District – Midnapore, (hereinafter referred to as "said Property") morefully and particularly mentioned and described in the Schedule "A" written hereunder.

on terms morefully contained therein.

AND WHEREAS the said Sri Satyendra Nath Ghosh died intestate on 16th July 1994, leaving behind his wife Smt. Chhabi Ghosh, son Sri Soumendra Nath Ghosh and daughter

Smt. Sampa Bose nee Ghosh as his only legal heirs and successors-in-interest and as such the said property devolved jointly upon the said Smt. Chhabi Ghosh, Sri Soumendra Nath Ghosh and Smt. Sampa Bose nee Ghosh.

AND WHEREAS upon death of Satyendra Nath Ghosh, the said Smt. Chhabi Ghosh, Sri Soumendra Nath Ghosh and Smt. Sampa Bose nee Ghosh seized and possessed of the said property with each having 1/3rd undivided interest therein.

AND WHEREAS the VENDOR along with her mother and brother, being the legal heirs of Late Satyendra Nath Ghosh decided to sell, convey and transfer their respective undivided 1/3rd share in the said property.

AND WHEREAS the Purchaser upon knowledge thereof approached the Vendor and both the Vendor and the Purchaser herein entered into an Agreement for Sale on 23rd June 2008, wherein the Vendor agreed to sell her 1/3rd share in the said property and the Purchaser agreed to purchase, subject to fulfillment of certain conditions morefully contained therein, at a consideration amounting to Rs.1, 00, 00,000/-(Rupees One Crore) only out of which Rs. 10,00,000/- (Rupees Ten Lacs) was paid as earnest money.

AND WHEREAS the said Agreement for Sale dated 23rd June 2008, upon payment of the full stamp duty as was assessed by the Registering Authorities, as the market value of the said property, was duly registered in the office of the Additional

AND WHEREAS the said undivided property could not be partitioned and demarcated of the respective share of each co-owner and since the VENDOR herein was in dire need of the money and despite several requests made by the VENDOR herein to her brother and mother to resolve the issue, the same was kept pending for years by the other co owners.

AND WHEREAS since the VENDOR was unable to sell and transfer her right, title and interest of the 1/3rd undivided portion of the said property, by a letter dated 18th June 2012 the VENDOR requested the other co-owners to refer the dispute to arbitration.

AND WHEREAS since the relation between the co-owners became strained and was not possible to continue with joint possession of the said property, the VENDOR herein referred the matter before the Learned Arbitrator, namely, The Hon'ble Justice Dilip Kumar Seth (Retired) which the other co-owners also accepted, for settlement of their dispute, with regard to partition in metes and bounds of the piece and parcel of the said property.

AND WHEREAS after hearing all the parties, the Learned Arbitrator appointed a Valuer, who was directed to make the valuation and draw the respective plans and scheme for the

purpose of partition valuing them separately so far as the land and structures are concerned. The value of each portion demarcated was also directed to be valued as a whole, viz. both the land and structures comprising in those portions and to indicate the valuation of each of the shares as well as of the whole property (morefully described in the Award).

AND WHEREAS upon valuation of the said property the Valuer demarcated Lot "A", Lot "B" and Lot "C" portions of the said property equally of which the VENDOR opted for "Lot B" comprising of a piece of land measuring about 8738.31 square feet (12.137 cottahs) having roads at two sides that is at South and West with some dilapidated structures of different natures measuring about 3221.76 square feet.

AND WHEREAS the mother of the VENDOR, namely, Smt. Chhabi Ghosh opted for the Lot "A" and brother Sri Soumendra Nath Ghosh opted for Lot "C".

AND WHEREAS the said property was partitioned into Lot "A", Lot "B" and Lot "C" respectively in metes and bounds by virtue of an AWARD which was delivered on 4th August 2012 at Kolkata by The Learned Arbitrator.

AND WHEREAS by way of such partition, each party has released and relinquished his or her respective right, title and interest in the said property save and except what has been allotted in their respective shares and thereby absolutely

seized and possessed and became the owner of the demarcated portions.

AND WHEREAS upon partition of the said property into metes and bounds, the VENDOR has absolutely seized and possessed of and has acquired clear, free and absolute right, title and interest of the **Lot "B"**

AND WHEREAS the VENDOR, being the absolute owner of her demarcated portion of a piece and parcel of a plot of land measuring an area of 8738.31 Square Feet (12.137 Cottahs) be the same a little more or less along with dilapidated structures lying and situate thereon at Station Road, Police Station Kotwali, Holding No: 1010/34, under Ward No. 23 of Medinipur Municipality comprised in R.S. Plot No. 171 (P), Hall Plot No. 914, Khatian Nos: 5/2, 5/3, 5/5, 5/6, 6/3 and 6/5, Mouza - Sekhpura, J.L. No. 172, District- Paschim Medinipur (hereinafter referred to as the "B PROPERTY") and morefully described in Schedule "B" hereunder given has desired to sell, transfer and convey her property.

and interest over the said property is desirous to sell and convey the Schedule "B" property absolutely and forever free from any encumbrances, claims and demands whatsoever to the PURCHASER at a total consideration agreed between the VENDOR and the PURCHASER in the Agreement dated 23rd June 2008 amounting to Rs. 1,00,00,000/- (Rupees One

Crore) only, inclusive of the earnest money of Rs. 10,00,000/(Rupees Ten Lakhs) only.

NOW THIS INDENTURE WITNESSETH THAT:

Pursuant to the said Agreement dated 23rd June 2008 1. and the Award dated 4th August 2012, the VENDOR upon having accrued good right, title and interest over the said B property free from all encumbrances, claims and demands whatsoever doth hereby convey and transfer by way of sale unto the PURCHASER ALL THAT piece of land with the dilapidated building and structures standing thereon situate at Station Road, P.S. Kotwali, Holding No: 1010/34, under Ward No. 23 of Medinipur Municipality comprised in R.S. Plot No. 171 (P), Hall Plot No. 914, Khatian Nos. 5/2, 5/3, 5/5, 5/6, 6/3 and 6/5, Mouza-Sekhpura, J.L. No. 172, District- Paschim Medinipur measuring an area of 8738.31 Square Feet (12.137 Cottahs) be the same a little more or less, morefully described in Schedule "B" hereunder written and delineated on the plan thereof hereto annexed by red coloured boundary line TOGETHER WITH ALL the things permanently attached thereto or standing thereon and all the privileges, easements, profits, advantages, rights and appurtenances whatsoever to the said land along with the structures thereon or any part thereof belonging or any ways appertaining thereto and ALL the estate, right, title, interest, use, possession, benefit, claim and demand whatsoever at law or otherwise of the VENDOR to the said piece of land along with the dilapidated structures thereon hereby conveyed and every part thereof TO HOLD the same unto and to the use and benefit of the **PURCHASER** absolutely and for ever subject to the payments of all rents, rates, taxes, assessments, dues and duties now chargeable and payable and that may become chargeable and payable from time to time hereafter in respect of the same to the Government or the Municipality or any other public body or local authority in respect thereof at a total consideration of Rs. 1,00,00,000/-(Rupees One Crore) only as agreed upon by and between the parties and Rs. 10,00,000/- (Rupees Ten Lac) paid as earnest money by the PURCHASER to the VENDOR receipt whereof the VENDOR hereby admits.

2. AND the VENDOR doth hereby covenant with the PURCHASER that

- (i) The Vendor now has in herself good right, title and full power to convey and transfer by way of sale the said piece of land along with dilapidated structures unto and to the use of the Purchaser in the manner aforesaid;
- (ii) The Purchaser may from time to time and at all times hereafter peaceably and quietly enter

upon, occupy or possess and enjoy the said land along with the dilapidated structures hereby conveyed with the appurtenances and receive the rents, issues and profits thereof and every part thereof for its own use and benefit without any suit, lawful eviction or interruption, claim and demand whatsoever from or by the Vendor or her heirs or any of them or by any person or persons claiming or to claim from under or in trust for her or any of them;

- (iii) The Purchaser shall hold the said land and premises free and clear and absolutely exonerated and for ever released discharged or otherwise by the Vendor and well and sufficiently saved, defended, kept harmless and indemnified of, from and against all former and other estates, titles, charges and encumbrances whatsoever occasioned and suffered by the Vendor or by any other person or persons claiming or to claim by, from, under or in trust for her, liens, lispendens, trusts and attachments whatsoever;
- (iv) The Vendor and all persons having or claiming any estate, right, title or interest in the said land and premises hereby conveyed or any

part thereof by, from, under or in trust for the Vendor or her heirs, executors, administrators or any of them shall and will from time to time and at all times hereafter at the request and costs of the Purchaser do and execute deeds, things, whatsoever for better and perfectly and absolutely granting the said land and premises and every part thereof hereby conveyed unto and to the use of the Purchaser in the manner aforesaid as by the Purchaser, its Directors, successors-in-interest, administrators, assigns shall be reasonably required;

- (v) The **PURCHASER** shall be entitled to obtain licences and permissions from the respective competent authorities as may be required and the **VENDOR** shall co-operate with the **PURCHASER** for the same;
- (vi) The **PURCHASER** shall have all right to mutate its name as owner and possessor in respect of the said Schedule "B" property in the municipal records and in the records of any other authorities and the **VENDOR** without any delay shall give her consent or approval in writing for the purpose of such mutation and separate assessment, whenever shall be required by the **PURCHASER**;

- (vii) The **PURCHASER** shall be liable to pay tax directly to the municipality or to any other authorities in respect of the said Schedule "B" property hereby sold and transferred to the **PURCHASER**;
- (viii) The **PURCHASER** shall have full and absolute right in respect of the Schedule "B" property;
- (ix) By this indenture the peaceful vacant possession of the Schedule "B" property is handed over to the **PURCHASER** upon receiving the entire consideration, as agreed upon, morefully described in the Memo of Consideration.

THE SCHEDULE "A" ABOVE REFERRED TO

(The total property previously belong to Late Satyendra Nath Ghosh)

ALL THAT piece and parcel of the land measuring about 34.733 cottahs or 24853.752 square feet of land at J.L. No. 172, R.S. Dag No. 171, Khatian Nos. 5/2, 5/3, 5/5, 5/6, 6/3 and 6/5 and dilapidated structures lying thereat measuring about 8001.50 square feet at Mouza-Sekpura, Police Station – Kotwali, District - Paschim Medinipur, West Bengal, which is butted and bounded as follows:-

ON THE NORTH BY:

Municipal Road.

ON THE SOUTH BY:

Municipal Road.

ON THE EAST BY

Building of Singha Bahini Oil Mill

and Sukumar Dutta.

ON THE WEST BY

Building of Swapan Sarkar and

Ganesh Agarwal.

IN WITNESS WHEREOF the Parties hereunto set and subscribe their respective hands the day month and year first above written.

SIGNED, SEALED AND DELIVERED

by the **VENDOR** in presence of:

Shampa Bose VENDOR

SIGNED, SEALED AND DELIVERED

by the PURCHASER in presence of

ALINGAN ENCLAVE (F) LTD.

Bejrang car Agrawd

PURCHASER

Drafted by me and prepared in my office:

Main Kristie Kunt (Adh) S.C. Comb MB-320/1996.

(1) Shawrak Ghosh
Slo Soumandra Nath Ghosh
AT 61, B.L. SAHA ROAD, SOUTH CITY GARDEN
P.O:-NEW ALIPORE, P.S:-BEHALA, KOLKATA
PIN - 700 053

Raka Roj Basirhat, Katcheripata. Pist. 24 Parganas (N) Pin-743411

MEMO OF CONSIDERATION

Received Rs. 100,00,000/- (Rs. One Crore only) from M/s. Alingan Enclave Pvt. Ltd. as the full and final consideration money for the said property mentioned in the schedule 'B' herein above in the following manner:-

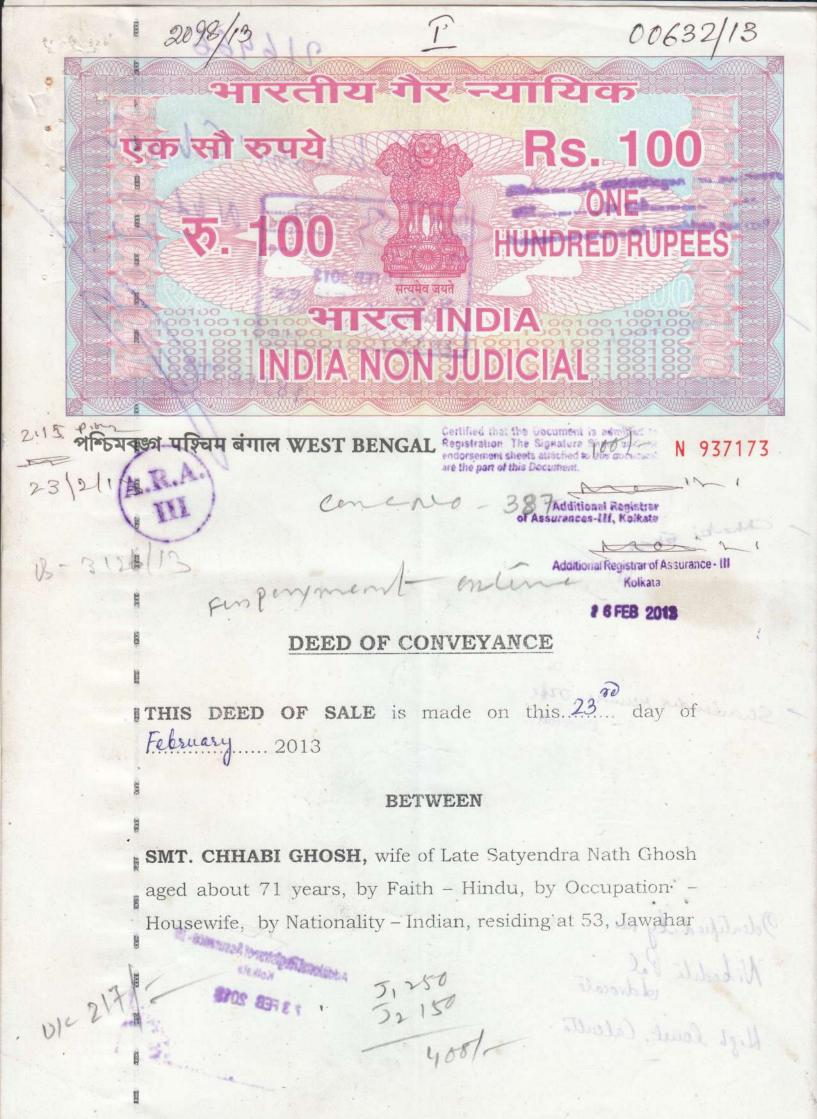
Cheque No	Date	Drawn On	Amount
O88643	09.06.2008	Axis Bank, Midnapore	1,000,000/-
RTGS UTR NO- SBINR52016030226698081	02.03.2016	SBI, Midnapore	500,000/-
RTGS UTR NO- SBINR52016030326747113	03.03.2016	SBI, Midnapore	500,000/-
RTGS UTR NO- SBINR52016030426801484	04.03.2016	SBI, Midnapore	500,000/-
661750	07.03.2016	SBI, Midnapore	1,000,000/-
661751	07.03.2016	SBI, Midnapore	1,000,000/-
661752	07.03.2016	SBI, Midnapore	1,000,000/-
661753	07.03.2016	SBI, Midnapore	1,000,000/-
661754	07.03.2016	SBI, Midnapore	1,000,000/-
661755	07.03.2016	SBI, Midnapore	1,000,000/-
661756	07.03.2016	SBL/Midnapore	1,000,000/-
661761	07.03.2016	SBI, Midnapore	400,000/-
	T.D.S		100,000/-
[•] _v	Total		10,000,000/-

(Rupees One Crore Only)

Witnesses:

Shanpa Bose Vendor

A PLAN OF LAND AND STRUCTURE SHOWING THE PROPERTY TRANSFERRED BY THE INSTANT DEED OF SAL'E MARKED AS 'B' AND BODERED IN GREEN COLOUR BEING SOLD BY SMT. SAMPA BOSE (NEE GHOSH) WIO GOUTAM BOSE AND PURCHASED BY ALINGAN ENCLAVE PRIVATE LIMITED REPRESENTED BY DIRECTOR, SRI BAJRANG LAL AGARWAL, S/O LATE SURAJ MAL AGARWAL GATE BAZAR KERANITOLA STATION ROAD - -120'- 0"-- -A 20'-3" 40'-6" 19'-11" SCALE:- 1: 400 12'-6 12'-6" 41'-10" 41'-5" 19'-6" Rd. 20' Road. B 16'-9 DRAWN BY -التوادية أأميرا إلا يرا ألميد بدرسوب اللا (D. DAS) SURVEYOR 22'-0" Wide Road DESCRIPTION OF LAND STRUCTURES AREA OF FORTION PLOT NO. KHATIAN MOUZA, J.L. NO. & P.S. TOTAL AREA NAME STRUCTURE VACANT LAND & MARK NO. R.S. L.R. 3221.76 SFT. 5516.55 SFT. 8738.31 SFT. 5/2, 5/3,5/5 SEKHPURA, J.L. NO. - 172 OR OR 0.0739 AC. OR 0.2006AC B 171(P) OR 914 5/6, 6/3 & SMT. SAMPA BOSE P.S. - MIDNAPORE



AND

M/S ALINGAN ENCLAVE PRIVATE LIMITED, having its registered office at 55/1A, Strand Road, Vinayaka Complex, 4th floor, Kolkata - 700 006, represented by its Director. SRI SHAILENDRA KUMAR JHA, son of Sri Jagadanand Jha, aged about 40 years, by Faith-Hindu, by Occupation -Business, by Nationality - Indian, residing at 26, Ganesh Chandra Avenue, Kolkata - 700 013, having been duly authorised in pursuance of the resolution adopted on 28th January 2013 by the Board of Directors of the Company, hereinafter referred to as the "PURCHASER" (which term or expression shall unless excluded by or repugnant to the context be deemed to include its Directors, successor and/or successors-in-interest, legal representatives and assigns) of the OTHER PART.

November 1963 executed between Byomkesh Chandra Mitra & Others, therein described as the Lessors of the One Part and one Satyendra Nath Ghosh, therein described as the Lessee of the Other Part and registered in Book No. I, Volume No. 75, Pages No. 261 to 269, being no. 5856 for

Chabi Ghosh

Sharlenda Kumar The

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Chhaki Elosh.

Sharlendra Ruman The

of Rs. 1,00,00,000/-(Rupees One Crore) only as agreed upon by and between the parties and Rs. 10,00,000/- (Rupees Ten Lac) paid as earnest money by the Purchaser to the Vendor receipt whereof the Vendor hereby admits.

2. AND the VENDOR doth hereby covenant with the PURCHASER that

- (i) The Vendor now has in herself good right, title and full power to convey and transfer by way of sale the said piece of land along with dilapidated structures unto and to the use of the Purchaser in the manner aforesaid;
- (ii) The Purchaser may from time to time and at all times hereafter peaceably and quietly enter upon, occupy or possess and enjoy the said land along with the dilapidated structures hereby conveyed with the appurtenances and receive the rents, issues and profits thereof and every part thereof for its own use and benefit without any suit, lawful eviction or interruption, claim and demand whatsoever from or by the Vendor or her heirs or any of them or by any person or persons claiming or to claim from under or in trust for her or any of them;

Chrabi Ehosh.

Scrailendia Kumar The