



7th August 2023. SJPBPL/200/2023-24.

To
The Chairperson,
Odisha Real Estate Regulatory Authority, BBSR.

Compliances on 7th August 2023.

This is with reference to your Querries dated on 28/07/2023 for the items, I Pradipta Kumar Biswasroy, Managing Partner of M/s Sri Jagannath Promoters & Builders, for the Project, "Shreekhetra Greenpark" situated at Plot Mouza Shankarpur, Bhubaneswar, Khurda stated the followings:-

Sl. No.	Your point	Hall Khata No.	Hall Plot No.	Sabik Khata	Sabik Plot
1	Plot No. 8	861	2928	195	1119
2	Plot No. 13	2074/2357	2829/10228	244	1087
3	Plot No. 17	861	2918	365/319	1129/1130
4	Plot No. 18	861	2919	94	1120
5	Plot No. 19	861	2922/3881	95	1123
6	Plot No. 20	319	2891	244	1091
7	Plot No. 21	319	2891/3981	244	1087

Unfortunately, the Final Settlement Publication in 2014, the above sold out Plots of the Company (**Sri Jagannath Promoters & Builders (P) Ltd.)** were wrongly published again in the Hall ROR favouring the company and whereas legally the right, title, interest and possession of the land were very much with the Firm i.e. Sri Jagannath Promoters & Builders, after the purchase deed Vide no. 1113134873, dt.30.12.2013. However, required number of R/P cases were also filed with the Settlement Commissioner, Bhubaneswar as per the provision for altering the ROR, in favour of the Firm, which are pending as yet. The case references are given as below for your knowledge.

- a) SI. No. 1, 3, 4 & 5- R/P Case no. 712/2023.
- b) Sl. No. 2, 6 & 7 R/P Case no. 758/2023.

Regarding Plot No. 16:-

We are to declare that Khata No. 299, Plot NO. 2895/3773 Acs.0.037, is actually Acs.0.036 being the physical possession with us, instead the recorded Extent of 0.037. We too have merged Acs.0.036 of land area in the Project only as per the approval Plan. We do not have any claim of balance Acs.0.001.

Contd...

Plot No - 370/3184, Near Toyota Showroom, Sishu Vihar, Patia, Bhubaneswar 751024

<u>Conveyance Deed Format</u>:- The right, title & interest i.e. Ownership of Plots 2918, 2829/10228, 2918, 2919, 2922/38 under Khata No. 861, 2074/2357 & 319 of Shankarpur Mouza, legally lies with the Firm i.e. Sri Jagannath Promoters & Builders by virtue of the Sale Deed No.1113134873, dt. 30.12.2013. Executed & registered by Sri Jagannath Promoters & Builders (P) Ltd. i.e. the Company. The Firm being the Land Owner is the Applicant to **RERA**, for Project Registration.

However, in view of wrong publication in Settlement ROR, favouring the Company, we have additionally taken the Company representative as the **consenter** to the Sale deed, and once the ROR copies are corrected favouring the Firm, we may not need the endorsement of the **Consenter**.

Your Sl. Point 12 of 13th July 2023 Query:-

Please find the ROR Copy duly uploaded after necessary correction and corrected as "Managing Partner" of Sri Jagannath Promoters & Builders.

Kindly consider the above submission & accord the permission.`

Thanking you.

Sincerely yours,

For Sri Jagannath Promoters & Builder.

For Sri Jagannath Promoters & Builders

Mg. Partner. (P.K. Biswasroy)

Managing Partner



IN THE COURT OF THE MEMBER BOARD OF REVENUE, ODISHA, CUTTACK CAMP AT BHUBANESWAR

O.S.S NO. 712 / 2023

In the matter of:

Petition U/S.15(b) of the Orissa Survey & Settlement Act, 1958.

AND

In the matter of:

Sri Jagannath Promoters & Builders

A Partnership Firm being represented
by it's Partner namely Kailash
Chandra Rath aged about 63 years
Son of Late Kashinath Rath
Plot No.N-2/152, IRC Village,
P.O.-IRC Village, P.S.-Nayapalli,
Bhubaneswar, District-Khurda

..... Petitioner

Versus

Private Limited, A Private Limited
Company being represented by its
Managing Director,
Sri Pradipta Kumar Biswasray
aged about 66 years,
Son of Late Binod Bihari Biswasray
Flat Nos.301 and 306,
Sudarshan Tower, Plot No.7,
Sahid Nagar, P.O./P.S.-Sahid Nagar,
Bhubaneswar, District-Khurda

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- Tahasildar, Bhubaneswar
 P.O.-BJB Nagar-751014
 District-Khurda
- 3. Settlement Officer,Cuttack Major Settlement,Cuttack

..... Opp.Parties

The humble above named petitioner,

Most respectfully sheweth:

- 1. That the land more fully described in the schedule of this petition is the subject matter of dispute and hereinafter called as the suit land in short.
- 2. That the schedule of property appertains to Hal Plot No.2918 area of Ac.0.162 decimals, Hal Plot No.2919 area of Ac.0.215 decimals, Hal Plot No.2922/3881 area of Ac.0.600 decimals, Hal Plot No.2928 area Ac.0.383 decimals under Hal Khata No.861 of Mouza-Sankarpur is the purchased property of the petitioner on the basis of registered sale deed bearing Document No.11131314873 dated 30.12.2013 duly executed by the opp.party No.1 and gave delivery possession of the suit land in favour of the petitioner.
- 3. That since the date of purchase, the petitioner is in peaceful possession over the suit land having its every right,

title and interest thereon but during the Hal Settlement Operation, the suit land instead of recorded in the name of the petitioner same was wrongly recorded in the name of the opp.party under Hal Khata No.861.

That for proper appreciation of the case, it is humbly 4. submitted that the suit land bearing Hal Plot No.2918 area of Ac.0.162 decimals under Hal Khata No.861 corresponds to Sabik Plot No.1119 area of Ac.0.165 decimals under Sabik Khata No.195 of Mouza-Sankarpur was the purchased property of Jogi Muduli by virtue of the registered sale deed bearing Document No.2600 dated 18.10.1976 duly executed by Pravakar Behera and Brahmachari Behera and got delivery of possession of the same who had purchased the said sabik Plot No.1119 from the 1962-Sabik Settlement recorded owners Bauri Das and Murali Das on the basis of the registered sale deed bearing Document No.184 dated 06.03.1963. Accordingly Jogi Muduli became absolute owner over the sabik Plot No.1119 measuring an area of Ac.0.165 decimals.

Similarly the suit land bearing Hal Plot No.2919 area of Ac.0.215 decimals under Hal Khata No.861 corresponds to Sabik Plot No.1120 area of Ac.0.215 decimals under Sabik Khata No.94 and Hal Plot No.2922/3881 area of Ac.0.600 decimals under Hal Khata No.861 corresponds to Sabik Plot No.1123 area of Ac.0.605 decimals under sabik Khata No.95 of Mouza-Sankarpur originally belonged to and stood recorded in the name of Jogi Muduli as per the Sabik Settlement ROR finally prepared and published in the year 1962.

Jogi Muduli and his sons were peaceful possession and enjoyment over the aforesaid suit schedule property, they in order to meet their pressing legal necessities sold the same for valuable consideration money in favour of the opp.party No.1 by virtue of the registered sale deed bearing Document No.79 dated 26.09.2000 and gave delivery of possession of the same in favour of the opp.party No.1.

That similarly the suit land bearing Hal Plot No.2928 area of Ac.0.383 decimals under Hal Khata No.861 of Mouza-Sankarpur corresponds to Sabik Plot No.1130 area of Ac.0.188 decimals out of Ac.0.375 decimals under Sabik Khata No.120 and Sabik Plot No.1129 area of Ac.0.195 decimals under Sabik Khata No.147 was the purchased property of Jogi Muduli from the 1962 Sabik recorded owner Dinabandhu Sundara on the basis of the registered sale deeds bearing Document No.3549 dated 24.04.1964 and Nadia Behari Sundara on the basis of Registered sale deed bearing Document No.959 dated 27.03.1972 respectively and got delivery of possession of the said land. Said Jogi Muduli on the basis of his purchase and possession got his name recorded in the office of the Tahasildar vide Mutation Khata No.365/316, Plot No.1130/1738 area Ac.0.188 decimals and Mutation Khata No.365/319, Plot No.1129 area Ac.0.195 decimals in total Ac.0.383 decimals. Thereafter Jogi Muduli in order to meet his pressing legal necessities sold the said area of Ac.0.383 decimals for valuable consideration money in favour of the opp.party No.1 by virtue of the registered sale deed bearing Document No.3353 dated 04.08.2000 and gave delivery of possession of the same in favour of the opp.party No.1.

- 6. That the opp.party No.1 on the basis of such purchase and possession of the schedule property and other undisputed properties recorded in it's name under Hal Khata No.861 which was finally prepared and published in the year 2013-14.
- 7. That even though the Hal Settlement ROR relating to the schedule property was finally prepared and published on 14.11.2013 but due to non-correction of the Tahasil records and non-service of the Hal ROR, the opp.party No.1 was unable to know about the new Hal Khata, Hal Plot numbers and its area of the schedule property.
- 8. That the opp.party No.1 was in peaceful possession and enjoyment over the schedule property and some other properties, in order to meet it's pressing business expenditures sold the schedule property and some other properties in favour of the petitioner for valuable consideration money by virtue of the registered sale deed bearing Document No.11131314873 dated 30.12.2013 and gave delivery possession of the schedule land in favour of the petitioner.
- 9. That since the date of purchase the present petitioner is in peaceful possession and enjoyment over the schedule property having it's right, title and interest thereon. On the other hand after execution and registration of the registered sale deed the opp.party No.1 has no manner of right, title,

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interest and possession over the schedule property or any portion thereof.

10. That the petitioner always busy with their business works and the petitioner has no knowledge about publication of the Hal ROR in the name of the opp.party No.1. Recently the petitioner on 12.06.2023 when taken steps for recording of the schedule property in it's name the Tahasil Authorities did not entertain it's application as in the sale deed it is mentioned about the sabik reference Khata and plot numbers and there the petitioner for the first time came to know that the Hal ROR in respect of the schedule property has been recorded in the name of the opp.party No.1. As there is no other remedy is available for the petitioner for recording of the schedule property in it's name in the revenue record, the petitioner by getting no other alternative is compelled to seek redress of this Hon'ble Court for relief.

11. That unless the revision is admitted, the petitioner will suffer from irreparable loss and be debarred from getting the schedule property recorded in it's name recorded in the revenue record thereby the petitioner will suffer from irreparable loss.

PRAYER

Hence it is prayed that your honour may graciously be pleased to,

[a] Admit this revision, call for the record and report from the lower court and after hearing the advocate for the petitioner be pleased to allow the revision. × Heilosh chandre has

[b] Pass necessary direction to the opp.party No.2 and 3 for recording of the schedule property in the names of the petitioner.

And for which act of your honour's kindness, the petitioner as in duty bound shall ever pray.

Bhubaneswar

By the petitioner

Date:

Through advocate

SCHEDULE OF PROPERTY

Mouza-Sankarpur, Police Station-Chandaka, P.S. No.55, Tahasil-Bhubaneswar, District-Khurda,

Hal Khata No.861

Hal Plot No.2918 area of Ac.0.162 decimals corresponds to Sabik Khata No.195, Sabik Plot No.1119 area of Ac.0.165 decimals.

Hal Plot No.2919 area of Ac.0.215 decimals corresponds to Sabik Khata No.94, Sabik Plot No.1120 area of Ac.0.215 decimals.

Hal Plot No.2922/3881 area of Ac.0.600 decimals corresponds to Sabik Khata No.95, Sabik Plot No.1123 measuring an area of Ac.0.605 decimals.

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VERIFICATION

I, Kailash Chandra Rath aged about 63 years, son of Late Kashinath Rath, Partner, Sri Jagannath Promoters & Builders, Plot No.N-2/152, IRC Village, P.O.-IRC Village, P.S.-Nayapalli, Bhubaneswar, District-Khurda do here by verify and state that the facts stated in the petition are true to the best of my knowledge, belief and based on documents.

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VERIFICANT

AFFIDAVIT

I, Kailash Chandra Rath aged about 63 years, son of Late Kashinath Rath, Partner, Sri Jagannath Promoters & Builders, Plot No.N-2/152, IRC Village, P.O.-IRC Village, P.S.-Nayapalli, Bhubaneswar, District-Khurda do here by solemnly affirm and state as follows;

- 1. That I am the petitioner in this case.
- 2. That the facts stated above are true to the best of my knowledge and belief.

Identified by;

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DEPONENT

ADVOCATE

Hal Plot No.2928 area of Ac.0.383 decimals corresponds to Mutation Khata No.365/316, Plot No.1130/1738 Ac.0.188 decimals and Mutation Khata No.365/319, Plot No.1129 area Ac.0.195 decimals and further corresponds to Sabik Khata No.120, Sabik Plot No.1130 area Ac.0.188 decimals out of Ac.0.375 decimals and Sabik Khata No.147, Sabik Plot No.1129 area Ac.0.195 decimals.

LIST OF DOCUMENTS RELIED UPON

- 1. Hal ROR vide Khata No.861
- RSD Document No.11131314873 dated 30.12.2013 2. 3.
- Sabik Khata No.195
- 4. RSD Document No.184 dated 06.03.1963
- RSD Document No.2600 dated 18.10.1976 5.
- 6. Sabik Khata No.94
- 7. Sabik Khata No.95
- 8. RSD Document No.79 dated 26.09.2000
- 9. Sabik Khata No.120
- RSD Document No.3549 dated 24.04.1964 10.
- 11. Sabik Khata No.147
- RSD Document No.959 dated 27.03.1972 12.
- Mutation ROR vide Khata No.365/316 13.
- Mutation ROR vide Khata No.365/319 14.
- 15. Information slip.

And such other document(s) found relevant and suitable will be filed at the time of hearing of the case.

CERTIFICATE

Certified that there is no such other case, application, proceedings, revisions, etc. is filed or pending before any court or Authority in respect of the subject matter seeking the same

Advocate for the petitioner

IN THE COURT OF THE MEMBER BOARD OF REVENUE, ODISHA, CUTTACK CAMP AT BHUBANESWAR

o.s.s. no. 758 / 2023

Sri Jagannath Promoters & Builders	Petitioner
Versus	
Sri Jagannath Promoters & Builders	
Pvt. Limited & others	Opp.parties

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6.	RSD No.856 dated 03.02.2006	
7.	Information slip.	
8.	Vakalatnama	

And such other document(s) found relevant and suitable will be filed at the time of hearing of the case. SR JAGANHATH DROMGERS & BEE CO and or Rea

Bhubaneswar

By the petitioner

Date:

PATTORN

Through advocate

IN THE COURT OF THE MEMBER BOARD OF REVENUE, ODISHA, CUTTACK CAMP AT BHUBANESWAR

O.S.S NO.		2023
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In the matter of:

Petition U/S.15(b) of the Orissa Survey & Settlement Act, 1958.

AND

In the matter of:

Sri Jagannath Promoters & Builders
A Partnership Firm being represented
by it's Partner namely Kailash
Chandra Rath aged about 63 years
Son of Late Kashinath Rath
Plot No.N-2/152, IRC Village,
P.O.-IRC Village, P.S.-Nayapalli,
Bhubaneswar, District-Khurda

..... Petitioner

Versus

1. Sri Jagannath Promoters & Builders
Private Limited, A Private Limited
Company being represented by its
Managing Director,
Sri Pradipta Kumar Biswasray
aged about 66 years,
Son of Late Binod Bihari Biswasray
Flat Nos.301 and 306,
Sudarshan Tower, Plot No.7,
Sahid Nagar, P.O./P.S.-Sahid Nagar,
Bhubaneswar, District-Khurda

SR JAGANNATH PROMOTERS & BUILDERS

K. C. LCASh. Character Le. C.

- Tahasildar, Bhubaneswar
 P.O.-BJB Nagar-751014
 District-Khurda
- Settlement Officer,
 Cuttack Major Settlement,
 Cuttack

..... Opp.Parties

The humble above named petitioner,

Most respectfully sheweth:

- 1. That the land more fully described in the schedule of this petition is the subject matter of dispute and hereinafter called as the suit land in short.
- 2. That the schedule of property appertains to Hal Plot No.2891/3981 area Ac.0.800 decimals and Hal Plot No.2891 area Ac.040 decimals under Hal Khata No.319 which corresponding to Sabik Khata No.244, Plot No.1091 area Ac.0.840 deciamls of Mouza-Sankarpur is the purchased property of the petitioner on the basis of registered sale deed bearing Document No.11131314871 dated 30.12.2013 duly executed by the opp.party No.1 and gave delivery possession of the suit land in favour of the petitioner.
- 3. That since the date of purchase, the petitioner is in peaceful possession over the suit land having its every right,

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title and interest thereon but during the Hal Settlement Operation, the suit land instead of recorded in the name of the petitioner same was wrongly recorded in the name of the opp.party under Hal Khata No.861.

- That for proper appreciation of the case, it is humbly 4. submitted that the suit schedule property originally belonged to and stood recorded in the names of Bhaba Chhualsingh and others as per the Sabik ROR bearing Khata No.244, Plot No.1091 area Ac.0.840 deciamls of Mouza-Sankarpur. In an amicable partition the said Plot No.1091 was allotted in favour of the recorded owner Bhaba Chhualsingh and accordingly his was recorded in the remark coloumn of the Sabik Khata No.244 as possession of the said land. After death of Bhaba Chhualsingh his interest over the sabik Plot No.1091 was devolved upon his two sons Duryodhan Chhualsingh and Pitabash Chhualsingh and consequent upon which while they were peaceful possession and exclusive enjoyment over the sabik Plot No.1091 they in order to meet their pressing legal necessities sold the suit schedule land in favour of the opp.party No.1 by virtue of the registered sale deed bearing Document No.856 dated 03.02.2006 and gave delivery of possession of the same in favour of opp.party No.1.
- 5. That during the Hal Settlement operation even though the opp.party No.1 on the basis of such purchase and possession of the schedule property recorded it's name under Hal Khata No.319 which was finally prepared and published in the year 2013-14 but due to non-correction of the Tahasil records and non-service of the Hal ROR, the opp.party No.1

was unable to know about the new Hal Khata, Hal Plot numbers and its area of the schedule property.

- 6. That the opp.party No.1 while was in peaceful possession and enjoyment over the suit schedule property and some other properties, in order to meet the pressing business exigencies sold the schedule property and some other properties in favour of the petitioner for valuable consideration money by virtue of the registered sale deed bearing Document No.11131314871 dated 30.12.2013 and gave delivery possession of the suit land in favour of the petitioner.
- 7. That since the date of purchase the present petitioner is in peaceful possession and enjoyment over the schedule property having it's right, title and interest thereon. On the other hand after execution and registration of the registered sale deed the opp.party No.1 has no manner of right, title, interest and possession over the schedule property or any portion thereof.
- 8. That the petitioner always busy with their business works and the petitioner has no knowledge about publication of the Hal ROR in the name of the opp.party No.1. Recently the petitioner on 12.07.2023 when taken steps for recording of the schedule property in it's name the Tahasil Authorities did not entertain it's application as in the sale deed it is mentioned about the sabik reference Khata and plot numbers and there the petitioner for the first time came to know that the Hal ROR in respect of the schedule property has been

recorded in the name of the opp.party No.1. As there is no other remedy is available for the petitioner for recording of the schedule property in it's name in the revenue record, the petitioner by getting no other alternative is compelled to seek redress of this Hon'ble Court for relief.

9. That unless the revision is admitted, the petitioner will suffer from irreparable loss and be debarred from getting the schedule property recorded in it's name recorded in the revenue record thereby the petitioner will suffer from irreparable loss.

PRAYER

Hence it is prayed that your honour may graciously be pleased to,

- [a] Admit this revision, call for the record and report from the lower court and after hearing the advocate for the petitioner be pleased to allow the revision.
- [b] Pass necessary direction to the opp.party No.2 and 3 for recording of the schedule property in the names of the petitioner.

And for which act of your honour's kindness, the petitioner as in duty bound shall ever pray.

Bhubaneswar

By the petitioner

Date:

Through advocate

SPR JAGANYATH PRONDTERS & BULDERS
Chercelone, Les Le

SCHEDULE OF PROPERTY

Mouza-Sankarpur, Police Station-Chandaka, P.S. No.55, Tahasil-Bhubaneswar, District-Khurda,

Hal Plot No.2891/3981 area Ac.0.800 decimals and Hal Plot No.2891 area Ac.040 decimals under Hal Khata No.319 which corresponding to Sabik Khata No.244, Plot No.1091 area Ac.0.840 deciamls.

LIST OF DOCUMENTS RELIED UPON

- 1. Hal ROR vide Khata No.319
- 2. RSD Document No.11131314871 dated 30.12.2013
- 3. Sabik Khata No.244
- 4. RSD Document No.856 dated 03.02.2006
- 5. Information slip.

And such other document(s) found relevant and suitable will be filed at the time of hearing of the case.

CERTIFICATE

Certified that there is no such other case, application, proceedings, revisions, etc. is filed or pending before any court or Authority in respect of the subject matter seeking the same relief as sought in the revision.

Advocate for the petitioner

VERIFICATION

I, Kailash Chandra Rath aged about 63 years, son of Late Kashinath Rath, Partner, Sri Jagannath Promoters & Builders, Plot No.N-2/152, IRC Village, P.O.-IRC Village, P.S.-Nayapalli, Bhubaneswar, District-Khurda do here by verify and state that the facts stated in the petition are true to the best of my knowledge, belief and based on documents.

SRI JAGANNATH PROMOTERS & SULL Character Ce

VERIFICANT

AFFIDAVIT

I, Kailash Chandra Rath aged about 63 years, son of Late Kashinath Rath, Partner, Sri Jagannath Promoters & Builders, Plot No.N-2/152, IRC Village, P.O.-IRC Village, P.S.-Nayapalli, Bhubaneswar, District-Khurda do here by solemnly affirm and state as follows;

- 1. That I am the petitioner in this case.
- 2. That the facts stated above are true to the best of my knowledge and belief.

Identified by;

ADVOCATE

DEPONENT

IN THE COURT OF THE MEMBER BOARD OF REVENUE, ODISHA, CUTTACK CAMP AT BHUBANESWAR

O.S.S. NO.____/ 2023

Sri Jagannath Promoters & Builders	Petitioner
Versus	
Sri Jagannath Promoters & Builders	
Pyt Limited & others	Opp parties

PETITION U/S.5 OF LIMITATION ACT

The humble petitioner most respectfully sheweth;

- 1. That the petitioner has filed this revision before this Hon'ble court challenging the preparation of the Hal ROR in the name of opp.party No.1 and prayed for recording the suit land in it's name.
- 2. That the petitioner is always busy in his business affairs. On 12.07.2023 the petitioner for the first time came to know about preparation and publication of the Hal ROR in the name of the opp.party No.1 when the Tahasil Authorities refused to entertain the application of the petitioner for recording it's name in the revenue record. The petitioner after collection necessary documents and preparation of the revision petition has filed the same today.
- 3. That there is no latches and negligence on the part of the petitioner in preferring revision in time and unless the revision is admitted by condoning the delay, the petitioner will

ACAMMATH PROMOTERS & BUILDERS

suffer from irreparable loss and be debarred from getting natural justice.

PRAYER

Hence it is prayed that your honour may be pleased to pass necessary order for condonation of delay in admitting revision and for which act of your kindness, the petitioner as in duty bound shall ever pray. SR: JAGANNIATH PROMOTERS & BUILDERS local lack

Bhubaneswar

By the petitioner

Date:

Through advocate

AFFIDAVIT

I, Kailash Chandra Rath aged about 63 years, son of Late Kashinath Rath, Partner, Sri Jagannath Promoters & Builders, Plot No.N-2/152, IRC Village, P.O.-IRC Village, P.S.-Nayapalli, Bhubaneswar, District-Khurda do here by solemnly affirm and state as follows;

- 1. That I am the petitioner in this case.
- 2. That the facts stated above are true to the best of my knowledge and belief.

Identified by;

SPE JAGANNATH PROMOTERS & BUILDERS min Kacilah Chandre Look

DEPONENT

ADVOCATE