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# DEVELOPMENT POWER OF ATTORNEY (After Registration of Development Agreement)

This Development Power of Attorney is made on the <u>07th</u> day of <u>September</u>, 2022 at Siliguri.

(contd.to next sheet)

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N. J. Stamp

SL. No. 382 Date 12/08/22
Sold to Mukhi Kundu.

100/ Rupees one Hyndred) of

JAYABRATA BANIK

Gevt. Stamp Vender
A.D.S.R. Office Bagderra
L/Ne-539-R.M/Darjeeling
Year 2007

Dist. Sub-Registrar

Touch II I landen.

KNOW ALL MEN BY THESE PRESENTS That I, SMT. MUKTI KUNDU (PAN: AEWPK3868A), DAUGHTER OF LATE AJIT KUMAR KUNDU, by religion Hindu, by occupation Householding, by Nationality Indian, resident of 3, Sayed Mustafa Ali Road, Hakim Para, Siliguri, P.O. & P.S. Siliguri, Pin 734001, Dist. Darjeeling, hereinafter called the "PRINCIPAL", send Greetings.

WHEREAS Sri Shrish Chandra Kundu (Now Deceased), Son of Late Ram Charan Kundu, took Lease of all that piece or parcel of Homestead land measuring 10-Kathas, in Jote Gajal Singh, under the then Mouza Dabgram, P.S. Siliguri, Dist. Darjeeling, from Sri Harendra Nath Singha, Son of Late Shukh Mohan Singha, resident of Dabgram, P.S. Rajganj, Dist. Jalpaiguri, at an Yearly Rental basis, by virtue of a Deed of Lease executed on 10.03.1948 and registered in the office of the then Sub-Registrar, Siliguri, in Book No.1, Being document No.856-for the year 1948.

#### AND

WHEREAS thereafter above named Shrish Chandra Kundu, died intestate leaving the following persons, as his only legal heirs to inherit his said land, in accordance with the provisions of the Hindu succession act. 1956:-

(1) Sri Ajit Kumar Kundu	Son;
(2) Sri Indrajit Kumar Kundu	Son;
(3) Sri Ranjit Kumar Kundu	Son:

### AND

WHEREAS as per provisions of the West Bengal Estates Acquisition Act, 1953, the said Homestead land measuring 10-Kathas was identified as R.S.Plot / Dag No.10264, Sheet No.19, and was recorded in the name of abovenamed Sri Ajit

Total B. Idundu

Kumar Kundu Sri Indrajit Kumar Kundu and Sri Ranjit Kumar Kundu in Finally Published R.S Khatian No.4992-of Mouza Siliguri, J.L.No.110, P.S.Siliguri, Dist. Darjeeling, and abovenamed Sri Ajit Kumar Kundu Sri Indrajit Kumar Kundu and Sri Ranjit Kumar Kundu, became the direct tenant/raiyat under the Govt.of West Bengal and had been paying rents to the Govt.of West Bengal and constructed a residential house etc. on the said land.

#### AND

WHEREAS thereafter abovenamed (1) Sri Ajit Kumar Kundu, (2) Sri Indrajit Kumar Kundu and (3) Sri Ranjit Kumar Kundu, mutated their names in the Holding Register of the Siliguri Municipal Corporation, Siliguri & identified the said property as Holding No.306 of Ward No.XV of the Siliguri Municipal Corporation, Siliguri.

### AND

WHEREAS thereafter above named (1) Sri Ajit Kumar Kundu, (2) Sri Indrajit Kumar Kundu and (3) Sri Ranjit Kumar Kundu, executed a Deed of Partition No.3134, dated 30.03.1974 and registered in the office of the then Sub-Registrar Siliguri, with respect to the said total property, and by virtue of said Deed of Partition above named Sri Ajit Kumar Kundu, had acquired Homestead land measuring 0.077-acre, together with old house etc. standing thereon, above named Sri Indrajit Kumar Kundu, had acquired land measuring 0.038-acre, together with old house etc. standing thereon, and above named Sri Ranjit Kumar Kundu, had acquired land measuring 0.0585-acre, together with old house etc. standing thereon, free from all encumbrances and charges whatsoever.

#### AND

WHEREAS thereafter abovenamed Ajit Kumar Kundu, died intestate on 11.02.1986, leaving the following persons as his only legal heirs to inherit his said

.... Son;

land measuring 0.077-acre, together with old house etc. standing thereon, in accordance with the provisions of the Hindu Succession Act, 1956:-

(1) Smt. Mridula Rani Kundu	Wife;
MANAGEMENT SERVICES INVESTIGATION - PRODUCT VISIT TRANSPORT TO A	4400

(2) Sri Abhay Pada Kundu	Son;

(6) Smt. Bani Kundu	Married Daughter;

(W/o. Sri.Subal Chandra Kundu)

(3) Sri Ajoy Kumar Kundu

(7) Smt. Subhra Bhuiya .... Married Daughter; (W/o.Sri Bhagbat Bhuiya)

### AND

WHEREAS thereafter above named (1) Sri Abhay Pada Kundu, (2) Sri Ajoy Kumar Kundu, (3) Smt. Mukti Kundu, (4) Smt. Bani Kundu and (5) Smt. Subhra Bhuiya, gifted their 5/7<sup>th</sup> undivided share of land measuring 0.077-acre, together with old house etc. standing thereon, to and in favour of (1) Smt. Mridula Rani Kundu and (2) Smt. Laxmi Kundu, by virtue of a Deed of Gift, executed by Sri Ajoy Kumar Kundy, personally, and Sri Abhay Pada Kundu forself and as Constituted Attorney of Smt. Mukti Kundu, Smt. Bani Kundu and Smt. Subhra Bhuiya, on 06.03.1986 and registered in the office of the then Sub-Registrar, Siliguri, in Book No.I, Volume No.43, pages 217 to 226, being document No.1630 (Dated 09.03.1987)-for the year 1987, free from all encumbrances and charges whatsoever.

#### AND

WHEREAS above named (1) Smt. Mridula Rani Kundu and (2) Smt. Laxmi Kundu, gifted their said total land measuring 0.077-acre, together with old house etc. standing thereon, to and in favour of Smt. Mukti Kundu, the Principal hereof, by wirtue of a Deed of Gift, executed by them, on 21 10 1998 and registered in the office

of the Addl. Dist. Sub-Registrar, Siliguri, in Book No.I, being document No.1585 (Dated 31.03.1999)-for the year 1999, free from all encumbrances and charges whatsoever.

Page 5

#### AND

WHEREAS thereafter above named Smt. Mukti Kundu, the Principal hereof, got her name mutated with respect to the said land, vide Mutation Case No.914/IX-II/10-11, dated 08.12.2010 of the office of B.L. & L.R.O. Siliguri. & also mutated her name in the Holding Register of the Siliguri Municipal Corporation, Siliguri & identified the said property as Holding No.51/632/413 of Ward No.XV of the Siliguri Municipal Corporation, Siliguri.

#### AND

WHEREAS there after the name of above named Smt. Mukti Kundu, the Principal hereof, is recorded in L.R. / Hal Khatian No.1301, with respect to the said Homestead land measuring 0.077-Acre, and identified the said land as L.R. / Hal Plot No.1669 of present Mouza Siliguri Purba, New J.L. No.92, P.S. Siliguri, Dist. Darjeeling.

### AND

WHEREAS thereafter above named Smt. Mukti Kundu have demolished her old house from the said Land.

#### AND

WHEREAS in view of the above, the Principal hereof is now the absolute owner of said Vacant Homestead Land measuring 0.077-acre, and she had got permanent, heritable and transferrable right, title and interest therein, free from all encumbrances, charges, attachments, lispendences and trust whatsoever and

KNOW ALL MEN BY THESE PRESENTS That I, SMT. MUKTI KUNDU (PAN: AEWPK3868A), DAUGHTER OF LATE AJIT KUMAR KUNDU, by religion Hindu, by occupation Householding, by Nationality Indian, resident of 3, Sayed Mustafa Ali Road, Hakim Para, Siliguri, P.O. & Siliguri, Pin 734001, Dist. Darjeeling, hereinafter called P.S. "PRINCIPAL", do hereby nominate, appoint and constitute -(1) SRI. SARIT GHOSH (PAN: AEAPG-8002N), Son of late Sailendra Nath Ghosh, (2) SRI SOURAV BHATTACHARJEE (PAN: AEXPB-2404C), SON OF LATE HARIDAS BHATTACHARJEE, both by religion Hindu, by occupation business, No.1-is resident of South Deshbandhupara, Siliguri, P.O. Siliguri town, P.S. Bhakti Nagar, Now NJP. Dt. Jalpaiguri, and No.2-is resident of Sarat Bose Road, Hakimpara, Siliguri, P.O. & P.S. Siliguri, Dist. Darjeeling, partners of CONSTRUCTION CO." (PAN: AARFC9020F), as my true and lawful ATTORNEY to do all or any of the following acts, deeds, matters or things for me, in my name and on my behalf in relation to my property as fully described in the SCHEDULE appended below (hereinafter referred to as "BELOW SCHEDULED PROPERTY" for the sake of brevity), in accordance with the terms and conditions of the Agreement dated 07-09-2022, executed by the Principal and the Attorney hereof, and registered in the office of the Addl. Dist. Sub-Registrar, Siliguri, being document No.I-2682 -for the Year 2022, in the manner as under:-

- 1. To attend, appear and represent me and on my behalf before all Courts, Revenue office, collectorate office, Settlement office, land Reforms office, Siliguri Municipal Corporation office, Siliguri Jalpaiguri Development Authority, Registry and Sub-Registry office, Police Station and also before all other offices of the Govt. or any private concern.
  - 2. To do all acts and deeds and to complete any Development works on

the said Development Agreement and also to do such other works and deeds for me and on my behalf as may be necessary for the due performance and execution of the Development works in the true spirit, intention and terms of the said Agreement of the Development.

- 3. To bring, commence, prosecute and defend and carry through judgment and execution all actions, suits or any other class of legal proceedings including Appeals, Revisions, Review and Reference for me and on my behalf, and for such purposes to appoint advocates or any other class of legal practitioners and in connection thereof to sign notices, plaints, written statements, verifications, vokalatnama etc. and to compromise such suits and legal proceedings.
- 4. To execute any Deed of Agreement or Agreements, Deed of Sale, Deed of Gift, Deed of Partition, Deed of Rectification, Deed of Declaration etc. for me and on my behalf the Flats / Garages / parkings etc. of the Apartments, being the saleable space which have been agreed by me as per said Agreement in favour of the Developer / promoter in the proposed building or in favour of any person or persons of its choice or selection and on such consideration as may be deem fit and proper by the Attorney and to receive the consideration for such Sale and/or transfer and/or all the advances, earnest money or any other sale proceeds and to grant receipts or documents there for.
- 5. To sign and execute all documents for me and on my behalf as may be required to give effect and/or to act in accordance with the powers conferred upon the said Attorney by the foregoing clauses and also to give effect or to act in accordance with the terms and conditions of the said Agreement of Development as mentioned above and to do all acts necessary in order to carry all such document through registration in pursuance of the



provisions of the Registration Act, and also to makes over possession of the said property/Flats/Apartments to any person/party or purchaser/s.

- 6. To sign and submit necessary building plan/s or revised Building plan to the Siliguri Municipal Corporation, Siliguri, and to the Siliguri Jalpaiguri Development Authority.
- 7. AND GENERALLY for me and on my behalf, to do all acts, deeds, matters and things as may be required to give proper effect to the true meaning and intend to these presents and I hereby ratify and agree to ratify and confirm all acts whatsoever, our said Attorney shall do or cause to be done by virtue of these presents.

## :SCHEDULE OF THE PROPERTY:

All that piece or parcel of Homestead land measuring 0.077-acre in R.S. Plot/Dag No.10264 (Ten thousand two hundred sixty four), recorded in R.S Khatian No.4992 (Four thousand nine hundred ninety two), corresponding to L.R.Plot No.1669, recorded in L.R.Khatian No.1301 of Mouza Siliguri, new Mouza Siliguri Purba, J.L.No.110(88), New J.L.No.92, identified as Holding No.51/632/413 of Ward No.XV of the Siliguri Municipal Corporation, situated at Sayed Mustafa Ali Road, Hakim Para, Siliguri, within the jurisdiction of Police Station, Sub-Division and Registry office Siliguri, Paragana Baikunthapur, Touzi No.3(ja), Dt. Darjeeling, together with proposed building.

The said total property is butted and bounded as follows:

21-feet wide approx. Siliguri Municipal Corporation, known as Sayed On the North:

Mustafa Ali Road;

Land with house of Sri Goutam Paul & others;

On the East : 4-feet wide common passage and then land with house of Sri

Abhayapada Kundu and Sri Ajoy Kundu;

fact 6 inches wide approx Siliguri Municipal Corporation, known

IN WITNESS WHEREOF I, the Principal hereof, in good health and conscious mind, has set and subscribed my hand on this General Power of Attorney at Siliguri on the day, month and year first above written.

### WITNESSES:

1 Subrata Das Chaudhury. N/O Albijit Das chaudhwy DG-II, 41/A, VIKASHPURI Sendah NEW DELHI-110018.

Touchto Known. SIGNATURE OF THE PRINCIPAL.

Sousar Bhall when

SIGNATURE OF THE ATTORNEY.

@ Anus Gupta 2/6 by 1 7 Grapha M. W. Sankan Road Channa Pathy ... 2

Drafted by me.

Sin Kuman gar, Advocate, Siliguri. Regn. No. WB/352/1988.



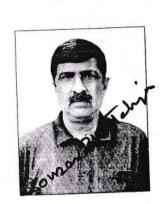
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Signature.



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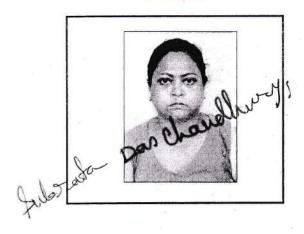
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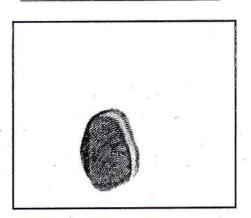
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### **IDENTIFIER PHOTO SHEET**

<u>РНОТО</u>



LEFT THUMB IMPRESSION



Suborata Das Chandhury!

Signature of Identifier

### Major Information of the Deed

	1.0402.02697/2022	Date of Registration 07/09/2022			
ed No:	I-0402-02687/2022	Office where deed is registered			
Query No / Year	0402-8002688973/2022				
Query Date	07/09/2022 1:09:11 PM	A.D.S.R. SILIGURI, District: Darjeeling			
Applicant Name, Address & Other Details	S K DAS SILIGURI,Thana : Siliguri, District : E : 9832068257, Status :Advocate	parjeeling, WEST BENGAL, PIN - 734001, Mobile No			
Transaction	The second secon	Additional Transaction			
[0138] Sale, Development F Development Agreement	Power of Attorney after Registered				
Set Forth value		Market Value			
Set Forth value	AVEC SERVED OF TAXABLE SERVED	Rs. 1,26,00,001/-			
D : KOD)		Registration Fee Paid			
Stampduty Paid(SD)		Rs. 7/- (Article:E)			
Rs. 100/- (Article:48(g))		- Development Agreement of [Deed			
Remarks	Development Power of Attorney after Registered Development Agreement of [Deed No/Year]:- 040202682/2022 Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)				

### **Land Details:**

District: Darjeeling, P.S:- Siliguri, Municipality: SILIGURI MC, Road: HAKIMPARA, Road Zone: (Ward No.15 -- Ward No.15), Mouza: Siliguri, , Ward No: 15 Pin Code: 734001

No.1		Khatian	Land	Use	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
No L1	Number RS-10264	RS-4992	Proposed Bastu	Bastu	0.077 Acre		1,26,00,001/-	Width of Approach Road: 21 Ft., Adjacent to Metal Road, , Project Name:
	Grand	Total :			7.7Dec	0 /-	126,00,001 /-	pain at the second

### Address, Photo, Finger print and Signature

Name	Photo	Finger Print	Signature
Smt MUKTI KUNDU (Presentant) Daughter of Late AJIT KUMAR KUNDU Executed by: Self, Date of Execution: 07/09/2022 , Admitted by: Self, Date of Admission: 07/09/2022 ,Place			Music land
: Office	07/09/2022	LTI 07/09/2022	07/09/2022

3, SYED MUSTAFA ALI ROAD, HAKIMPARA, SILIGURI, City:- Siliguri Mc, P.O:- SILIGURI, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734001 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: AExxxxxx8A, Aadhaar No: 51xxxxxxxx1206,

Status :Individual, Executed by: Self, Date of Execution: 07/09/2022 , Admitted by: Self, Date of Admission: 07/09/2022 ,Place: Office

Attorney Details:

SI No	Name,Address,Photo,Finger print and Signature
1	CLASSIC CONSTRUCTION CO. 3 NO. BALAIDAS CHATTERJEE ROAD, HAKIMPARA, SILIGURI, City:- Siliguri Mc, P.O:- SILIGURI, P.S:-Siliguri, 3 NO. BALAIDAS CHATTERJEE ROAD, HAKIMPARA, SILIGURI, City:- Siliguri Mc, P.O:- SILIGURI, P.S:-Siliguri, 3 NO. BALAIDAS CHATTERJEE ROAD, HAKIMPARA, SILIGURI, City:- Siliguri Mc, P.O:- SILIGURI, P.S:-Siliguri, 3 NO. BALAIDAS CHATTERJEE ROAD, HAKIMPARA, SILIGURI, City:- Siliguri Mc, P.O:- SILIGURI, P.S:-Siliguri, 3 NO. BALAIDAS CHATTERJEE ROAD, HAKIMPARA, SILIGURI, City:- Siliguri Mc, P.O:- SILIGURI, P.S:-Siliguri, 3 NO. BALAIDAS CHATTERJEE ROAD, HAKIMPARA, SILIGURI, City:- Siliguri Mc, P.O:- SILIGURI, P.S:-Siliguri, 3 NO. BALAIDAS CHATTERJEE ROAD, HAKIMPARA, SILIGURI, City:- Siliguri Mc, P.O:- SILIGURI, P.S:-Siliguri, 3 NO. BALAIDAS CHATTERJEE ROAD, HAKIMPARA, SILIGURI, City:- Siliguri Mc, P.O:- SILIGURI, P.S:-Siliguri, 3 NO. BALAIDAS CHATTERJEE ROAD, HAKIMPARA, SILIGURI, City:- Siliguri Mc, P.O:- SILIGURI, P.S:-Siliguri, 3 NO. BALAIDAS CHATTERJEE ROAD, HAKIMPARA, SILIGURI, City:- Siliguri Mc, P.O:- SILIGURI, P.S:-Siliguri, Siliguri, P.S. SILIGU

1	Name	Photo	Finger Print	Signature
Shri SARIT GHOSH Son of Late SAILENDRA NATH GHOSH Date of Execution - 07/09/2022, Admitted by: Self, Date of Admission: 07/09/2022, Place of			lair arr.	
	Admission of Execution: Office	Sep 7 2022 1:26PM	LTI 07/09/2022	TOWN, P.S:-Bhaktinagar, District : Hindu, Occupation: Business,

### Signature Finger Print Photo Admission of Execution: Office 07/09/2022 LTI 07/09/2022

SARAT BOSE ROAD, HAKIM PARA., City:- Siliguri Mc, P.O:- SILIGURI, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734001, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , Aadhaar No: 57xxxxxxxxx5614 Status : Representative, Representative of : CLASSIC CONSTRUCTION CO. (as PARTNER)

### Identifier Details

JRAV ATTACHARJEE son of Late HARIDAS BHATTACHARJEE Date of Execution -

07/09/2022, , Admitted by: Self, Date of Admission: 07/09/2022, Place of

Name	Photo	Finger Print	Signature
Smt SUBRATA DAS CHAUDHURY Wife of Shri ABHIJIT DAS CHAUDHURY DG I I , 47/A, VIKASHPURI, City:- Not Specified, P.O:- VIKASHPURI, P.S:- VIKASPURI, District:-West, Delhi, India, PIN:- 110018			hadrack-withandler 1
	07/09/2022	07/09/2022	07/09/2022

Transfer of property for L1 To. with area (Name-Area) SI.No From CLASSIC CONSTRUCTION CO.-7.7 Dec Smt MUKTI KUNDU

2022

### inicate of Admissibility(Rule 43, W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 48 (g) of Indian Stamp Act 1899.

### Presentation(Under Section 52 & Rule 22A(3) 46(1), W.B. Registration Rules, 1962)

Presented for registration at 13:21 hrs on 07-09-2022, at the Office of the A.D.S.R. SILIGURI by Smt MUKTI KUNDU .Executant.

### Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 1,26,00,001/-

### Admission of Execution ( Under Section 58, W.B. Registration Rules, 1962 )

Execution is admitted on 07/09/2022 by Smt MUKTI KUNDU, Daughter of Late AJIT KUMAR KUNDU, 3, SYED MUSTAFA ALI ROAD, HAKIMPARA, SILIGURI, P.O: SILIGURI, Thana: Siliguri, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734001, by caste Hindu, by Profession House wife

Indetified by Smt SUBRATA DAS CHAUDHURY, , , Wife of Shri ABHIJIT DAS CHAUDHURY, DG I I , 47/A, VIKASHPURI, P.O: VIKASHPURI, Thana: VIKASPURI, , West, DELHI, India, PIN - 110018, by caste Hindu, by profession House wife

### Admission of Execution ( Under Section 58, W.B. Registration Rules, 1962 ) [Representative]

Execution is admitted on 07-09-2022 by Shri SARIT GHOSH, PARTNER, CLASSIC CONSTRUCTION CO., 3 NO. BALAIDAS CHATTERJEE ROAD, HAKIMPARA, SILIGURI, City:- Siliguri Mc, P.O:- SILIGURI, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734001

Indetified by Smt SUBRATA DAS CHAUDHURY, , , Wife of Shri ABHIJIT DAS CHAUDHURY, DG I I , 47/A, VIKASHPURI, P.O: VIKASHPURI, Thana: VIKASPURI, , West, DELHI, India, PIN - 110018, by caste Hindu, by profession House wife

Execution is admitted on 07-09-2022 by Shri SOURAV BHATTACHARJEE, PARTNER, CLASSIC CONSTRUCTION CO., 3 NO. BALAIDAS CHATTERJEE ROAD, HAKIMPARA, SILIGURI, City:- Siliguri Mc, P.O:- SILIGURI, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:-734001

Indetified by Smt SUBRATA DAS CHAUDHURY, , , Wife of Shri ABHIJIT DAS CHAUDHURY, DG I I , 47/A, VIKASHPURI, P.O: VIKASHPURI, Thana: VIKASPURI, , West, DELHI, India, PIN - 110018, by caste Hindu, by profession House wife

#### Payment of Fees

Certified that required Registration Fees payable for this document is Rs 7/- ( E = Rs 7/- ) and Registration Fees paid by Cash Rs 7/-

#### Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 50/- and Stamp Duty paid by Stamp Rs 100/-Description of Stamp

1. Stamp: Type: Impressed, Serial no 382, Amount: Rs.100/-, Date of Purchase: 12/08/2022, Vendor name: J Banik

Rysmoden

Sangha Ratna Syangden ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. SILIGURI Darieeling, West Bengal

### Registration under section 60 and Rule 69.

ared in Book - I Jume number 0402-2022, Page from 84511 to 84527 being No 040202687 for the year 2022.



Digitally signed by SANGHA RATNA SYANGDEN

Date: 2022.09.09 16:42:58 +05:30 Reason: Digital Signing of Deed.

Ayangden

(Sangha Ratna Syangden) 2022/09/09 04:42:58 PM ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. SILIGURI West Bengal.