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Admissible under Rule 21 8 alse u/s. 5/41 of W.B.L.R. Act, 1955

Realised P fees Hs.... Bs. 30, 600/ 80 00 NO 0.1.2 a. 20-07. 061 SBI. 06.15/ Code ... ODA S .... and DEFICIT REGISTRATION FEES RS. 1.56 Vide Misc. Receipt No.....

addi. Dist. Sup-Registra

24-07-07

174 2007 Fees Faid- J(1) Rs250 =0 J(2) Rs 20 = 00

Asit Commission Case No.

RSA 0 6 2 00

Rajgani, Jalpangum

12.03.07 13.03.07 as Ammended up to dales Schedulo 1A Na ... Proces Fees ... fa. . A. din C.F.S

megn Addi. Dist. Sub-Registral Bainahi. Jalpaiguri

10001 In One thousand only 8:002 the Addl. District Sub-Registrer igenj, Jelpaigueflet his Private Tanunium (S) Claimants addt. Dist. Sub-Registre GANA JAIPAGON. 010 Roma Agard Rajganj, Jalpaiguri 1 2 MAR 2007 ( . uska lloha Agarwal District.....Jalpaiguri By Caste.....Hindu/Muslim By Profession..... Prosentis. For Self and as Constituted Attorney of Smt. Shashi Kala Hisra. Addi 26-1, Sub-Romston med TakerAL Dist ict.....Jalpaiguri go mcl. malinpuddin Prakashragua Siigui. By Caste......Hindu/Muslim Ry Profession..... Johnson adel. Diet. Sub-Registis Reigenj, Jalpaiguri 2 MAR 2007



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For Self and es

Sonstituted Attorney of

Smt Shoothi Kada Misu

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THIS INDENTURE IS MADE ON THIS THE 12TH DAY OF MARCH 2007.

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R P WAREHOUSE & TEA INDUSTRIES I TO

All Agan L DIRECTOR



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For Self and as Constituted Attorney of Sant-Shashi Kala

Area : 17 Kathas

Plot No. : 114/353

Khatian Nos.: 845/1, 845/3, 845/5, 845

Mouza : Dabgram

J.L. No.

Sheet No.

P.S. : Bhaktinagar

District : Jalpaiguri

Consideration : Rs.17,00,000.00

R.P. WAREHOUSE & TEA INDUSTRIES LTD.

All Azar L DIRECTOR



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For Self and as
Constituted Attorney of
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R.P. WAREHOUSE & TEA INDUSTRIES LTD.

All Agan L DIRECTOR



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For Self and as

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R.P. WAREHOUSE & TEA INDUSTRIES LIMITED, a Private Limited Company, registered under the Companies Act, 1956, bearing Certificate of Incorporation No. 33184 of 1980, Dtd. 15-12-1980, having its Office at 6, Lyons Range, Fifth Floor, Kolkata-700001, branch Office at Third Mile, Sevoke Road, P.O. - Salugarah, P.S. - Bhaktinagar, in the District of Jalpaiguri, represented by its Director - SRI ANIL KUMAR AGARWAL, son of Sri Masani Lal Agarwal, hereinafter called the "PURCHASER " ( which expression shall unless excluded by or repugnant to the context be deemed to include its Directors, executors, 'successors-in-office, representatives, administrators and assigns) of the "ONE PART ". ( I.T. PAN No.AABCR1871Q ).

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R.P. WAREHOUSE & TEA INDUSTRIES LTD.

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For Self and as Constituted Attorney of Sand, Kale, Mulan

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### AND

1. SMT. USHA AGARWAL, daughter of Sri Ramlal Agarwal, SMT. SHASHI KALA MISRA, wife of Late Gopal Prasad Misra and SRI PRAVEER MISRA, son of Late Gopal Prasad Misra, all are Hindu by faith, Indians by Nationality, No.1 residing at Sevoke Road, Siliguri, P.O. and P.S. - Siliguri, in the District of Darjeeling and Nos. 2 to 3 residing at 3rd Mile, Sevoke Road, Ward No.42 of Siliguri Municipal Corporation, P.S. - Bhaktinagar, with the District of Jalpaiguri, hereinafter called the "VENDORS" (which expression shall unless excluded by or repugnant to the context be deemed to include their heirs, executors, successors, representatives, administrators and assigns) of the "OTHER PART".

## AND

SMT. SHASHI KALA MISRA, wife of Late Gopal Prasad Misra ( Vendor No. 2 of these present ) is being represented by and through her constituted attorney SRI PRAVEER MISRA, son of Late Gopal Prasad constituted attorney SRI PRAVEER MISRA, son of Late Gopal Prasad constituted attorney General Power of Attorney, Dtd. Ø6.03.2007, Misra, by virtue of General Power of Attorney, Dtd. Ø6.03.2007, being Document NO. 71, registered in the office of the Sub-Registrar, Bareilly ( U.P. ).

- I. WHEREAS 1. Sri Khagendra Nath Singh Das, 2. Sri Kharga Nath Roy, 3. Sri Dabru Singh Roy 4. Dharma Narayan Singh Das, all sons of Late Kamala Kanta Singh Das and 5. Hemanta Singh Das, son the Baidor Singh Das, were the recorded and absolute owners of Late Baidor Singh Das, were the recorded and absolute owners of land situated within Mouza Dabgram, J.L. No. 2, recorded in of land situated within Mouza Dabgram, J.L. No. 2, respectively, Khatian Nos.845/1, 845/3, 845/5, 845/7 and 845/9, respectively, Khatian Pargana Baikunthapur, Sheet No. 5, P.S. Bhaktinagar, in the District of Jalpaiguri.
  - II. A) AND WHEREAS abovenamed Dharma Narayan Singh Das, (recorded owner of Khatian No. 845/7), died intestate leaving behind his wife Smt. Sarogini Roy, son Sri Shyamal Roy, behind his wife Smt. Bhawani Roy, Smt. Nani Bala Roy, Smt. Sunitadaughters Smt. Bhawani Roy, Smt. Nani Bala Roy, Smt. Sunitadaughters Smt. Bhawani Roy, Smt. Nani Bala Roy, inherit the Roy and Smt. Meena Roy, as his only legal heirs to inherit the land of aforesaid khatian.

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- B) AND WHEREAS Smt. Sarogini Roy, Smt. Bhawani Roy, Smt. Nani Bala Roy, Smt. Sunita Roy and Smt. Meena Roy, had transferred for valuable consideration and made over physical possession of their undivided share in the land of the aforesaid khatian, unto and in favour of Sri Shyamal Roy, by virtue of Sale Deed, Dtd. 13-08-1993, being Document No.2271 for the year 1993, registered in the Office of the Addl. Dist. Sub-Registrar, Jalpaiguri.
- C) AND WHEREAS by way of inheritance and aforesaid sale deed Sri Shyamal Roy, became the sole absolute and exclusive owner of land of the aforesaid Khatian No. 845/7, having permanent, heritable and transferable right, title and interest therein.
- III. A) AND WHEREAS abovenamed Hemanta Singh Das, ( recorded owner of Khatian No. 845/9 ), died intestate leaving behind his sons Sri Kabhu Nath Roy, Sri Gyan Chandra Roy and Daughter Kaneshwari Roy, as his only legal heirs to inherit the land of aforesaid khatian.
- B) AND WHEREAS abovenamed Kaneswhari Roy died intestate leaving behind Sri Kanai Singh Roy and others as her only legal heirs to inherit her share in the land of the aforesaid khatian.
- C) AND WHEREAS Sri Kanai Singh Roy and others thereafter had transferred for valuable consideration and made over physical possession of their entire share in the land of the aforesaid khatian, unto and in favour of 1. Sri Khagendra Nath Singh Das, 2. Sri Kharga Nath Roy, 3. Sri Dabru Singh Roy, 4. Sri Shyamal Roy, 5. Sri Kabhu Nath Roy and 6. Sri Gyan Chandra Roy, by virtue of Sale Deed, Dtd.07-09-1993, being Document No.3338 for the year 1993, registered in the Office of the Sub-Registrar, Rajganj.
- IV. AND WHEREAS under the circumstances mentioned hereinabove 1. Sri Khagendra Nath Singh Das, 2. Sri Kharga Nath Roy, 3. Sri Dabru Singh Roy, 4. Sri Shyamal Roy, 5. Sri Kabhu Nath Roy and 6. Sri Gyan Chandra Roy, became the sole absolute and exclusive owners of land of the aforesaid Khatian Nos. 845/1, 845/3, 845/5, 845/7 and 845/9, having permanent, heritable and transferable right, title and interest therein.

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R.P. WAREHOUSE & TEA INDUSTRIES LTD.

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For Self and as
Constituted Attorney of

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V. WHEREAS 1. Sri Khagendra Nath Singh Das, 2. Sri Kharga Nath Roy, 3. Sri Dabru Singh Roy, all are sons of Late Kamala Kanta Singh Das, 4. Sri Shyamal Roy, son of Late Dharma Narayan Singh Das, 5. Sri Kabhu Nath Roy and 6. Sri Gyan Chandra Roy, both sons of Late Hemanta Singh Das (Roy) thereafter had transferred:

- A) for valuable consideration and made over physical possession of all that piece or parcel of land measuring Ø.334Ø Acres, forming part of Plot Nos. 114/18Ø and 114/353, recorded in Khatian Nos. 845/1, 845/3, 845/5, 845/7 and 845/9, situated within Mouza Dabgram, J.L. No. 2, Pargana Baikunthapur, Sheet No. 5, P.S. Bhaktinagar, in the District of Jalpaiguri, unto and in favour of Smt. Neelam Mittal (Agarwal), wife of Sri Prem Kumar Agarwal, by virtue of Sale Deed, Dtd.23-Ø6-2ØØ1, being Document No.2177 for the year 2ØØ1, entered in Book No. I, Volume No. 28, Pages 37 to 46, registered in the Office of the Sub-Registrar, Rajganj.
- B) for valuable consideration and made over physical possession of all that piece or parcel of land measuring 0.3340 Acres, forming part of Plot Nos. 114/180 and 114/353, recorded in Khatian Nos. 845/1, 845/3, 845/5, 845/7 and 845/9, situated within Mouza Dabgram, J.L. No. 2, Pargana Baikunthapur, Sheet No. 5, P.S. Bhaktinagar, in the District of Jalpaiguri, unto and in favour of Smt. Minakshi Mittal, wife of Sri Sanjay Kumar Agarwal (Mittal), by virtue of Sale Deed, Dtd.23-06-2001, being Document No.2176 for the year 2001, entered in Book No. I, Volume No. 28, Pages 27 to 36, registered in the Office of the Sub-Registrar, Rajganj.
- C) for valuable consideration and made over physical possession of all that piece or parcel of l'and measuring 0.3340 Acres, forming part of Plot Nos. 114/180 and 114/353, recorded in Khatian Nos. 845/1, 845/3, 845/5, 845/7 and 845/9, situated within Mouza Dabgram, J.L. No. 2, Pargana Baikunthapur, Sheet No. 5, P.S. Bhaktinagar, in the District of Jalpaiguri, unto and in favour of Smt. Ranjana Mittal, wife of Sri Ajay Kumar Agarwal (Mittal), by virtue of Sale Deed, Dtd.25-06-2001, being Document No.2179 for the year 2001, entered in Book No. I, Volume No. 28, Pages 57 to 66, registered in the Office of the Sub-Registrar, Rajganj.

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VI. AND WHEREAS by virtue of the aforesaid three separate Sale Deeds Smt. Neelam Mittal (Agarwal), Smt. Minakshi Mittal and Smt. Ranjana Mittal, became the sole absolute and exicusive owners of all that piece or parcel of land intotal measuring 1.002 Acres, having permanent, heritable and transferable right, title and interest therein and the same was mutated in their names in the record of rights vide Mutation Case Nos. IX-II/626(R)/2001-2002, IX-II/630(R)/2001-2002 and IX-II/628(R)/2001-2002, all dtd. 14.03.2002, in the Office of the B.L. & L.R.D., Rajganj.

VII. AND WHEREAS abovenamed Smt. Neelam Mittal (Agarwal), Smt. Minakshi Mittal and Smt. Ranjana Mittal, thereafter had transferred for valuable consideration and made over physical possession of all that piece or parcel of land intotal measuring 60 Kathas out of the aforesaid land, unto and in favour of 1. Sri M.P. Agarwal, son of Late Monohar Lal Agarwal, 2. Sri Shriniwas Agarwal, son of Sri Chandu Lal Agarwal and 3. Sri Ashis Agarwal, son of Late H.K. Agarwal, by virtue of three separate Sale Deeds, being Document Nos. 1864, 1863 and 1862 for the year 2004, registered in the Office of the Dist. Sub-Registrar, Jalpaiguri.

VIII. AND WHEREAS abovenamed 1.Sri M.P. Agarwal, 2. Sri Shriniwas Agarwal and 3. Sri Ashis Agarwal, thereafter had transferred for valuable consideration and made over physical possession of all that piece or parcel of land measuring 8 Kathas 8 Chattaks out of the aforesaid land, unto and in favour of SMT. USHA AGARWAL, daughter of Sri Ramlal Agarwal, by virtue of Sale Deed, Dtd.14-06-2004, being Document No.487 for the year 2006, registered in the Office of the Addl. Dist. Sub-Registrar, Rajganj.

IX. A) AND WHEREAS abovenamed 1. Sri M.P. Agarwal, 2. Sri Shriniwas Agarwal and 3. Sri Ashis Agarwal, had also transferred for valuable consideration and made over physical possession of all that piece or parcel of land measuring 8 Kathas 8 Chattaks, unto and in favour of Sri Bikash Dalmia and Sri Mukesh Dalmia, both sons of Sri Hanuman Prasad Dalmia, by virtue of Sale Deed, Dtd.14-06-2004, being Document No.4604 for the year 2005, registered in the Office of the Sub-Registrar, Rajganj.

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R.P. WAREHOUSE & TEA INDUSTRIES LTD.

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For Self and as
Constituted Attorney of
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- B) AND WHEREAS abovenamed Sri Bikash Dalmia and Sri Mukesh Dalmia, thereafter:-
- i) had transferred for valuable consideration and made over physical possession of all that piece or parcel of land measuring 4 Kathas 4 Chattaks out of the aforesaid land, unto and in favour of SMT. SHASHI KALA MISRA, wife of Late Gopal Prasad Misra, by virtue of Sale Deed, Dtd.30-01-2006, being Document No.415 for the year 2006, registered in the Office of the Dist. Sub-Registrar, Jalpaiguri.
- ii) had also transferred for valuable consideration and made over physical possession of all that piece or parcel of remaining land measuring 4 Kathas 4 Chattaks, unto and in favour of SRI PRAVEER MISRA, son of Late Gopal Prasad Misra, by virtue of Sale Deed, Dtd.30-01-2006, being Document No.416 for the year 2006, registered in the Office of the Dist. Sub-Registrar, Jalpaiguri.
- X. A) AND WHEREAS by virtue of the aforesaid Sale Deed No.487 for the year 2006, SMT. USHA AGARWAL, (The Vendor No.1 of these present ), became the sole absolute and exclusive owner of all that piece or parcel of land measuring 8 Kathas 8 Chattaks, having permanent, heritable and transferable right, title and interest therein.
- B) AND WHEREAS by virtue of the aforesaid Sale Deed No.415 for the year 2006, SMT. SHASHI KALA MISRA, (The Vendor No.2 of these present ), became the sole absolute and exclusive owner of all that piece or parcel of land measuring 4 Kathas 4 Chattaks, having permanent, heritable and transferable right, title and interest therein.
- C) AND WHEREAS by virtue of the aforesaid Sale Deed No.416 for the year 2006, SRI PRAVEER MISRA, (The Vendor No.3 of these present ), became the sole absolute and exlcusive owner of all that piece or parcel of land measuring 4 Kathas 4 Chattaks, having permanent, heritable and transferable right, title and interest therein.

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R.P. WAREHOUSE & TEA INDUSTRIES LTD.

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For Self and as
Constituted Attorney of
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AND WHEREAS the vendors have now collectively decided to sell and have offered for sale to the purchaser all that piece or parcel of land intotal measuring 17 Kathas, more particularly described in the Schedule given hereinunder, for a consideration of Rs.17,00,000.00 (Rupees seventeen lakhs) only.

AND WHEREAS the purchaser being in need of land in that area, have agreed to purchase the said land measuring 17 Kathas, more particularly described in the Schedule given hereinunder for a consideration of Rs.17,00,000.00 (Rupees seventeen lakhs) only, considering it to be the highest prevailing market price, free from all encumbrances and charges whatsoever.

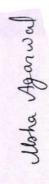
NOW THIS INDENTURE OF SALE WITNESSETH that in pursuance of the aforesaid offer, acceptance and in consideration of Rs.17,00,000.00 ( Rupees seventeen lakhs ) only paid by the purchaser to the vendors, the receipt of which is acknowledged by the vendors by execution of these presents and grants full discharge to the purchaser from the payment thereof and the vendors do hereby assign, sell, grant, convey and transfer absolutely and forever the said below Schedule property and makes over possession thereof unto and in favour of the purchaser peaceably and quietly together with all right, title, hereditaments, easements, liberties, appurtenances, hereditaments, easements, liberties, appurtenances, etc., whatsoever in any way belonging to or purported to belong or which was/were so long being enjoyed by the vendors therewith with permanent heritable and transferable right, title and interest therein without any objection, claim, interference or interruption from the vendors or any person claiming under them subject to the payment of land revenue and other taxes to Superior Landlord-now the Govt. of West Bengal and/or such other authorities as law may provide from time to time in future.

The vendors declare that the interest which they professes to transfer hereby subsists as on the date of these present and the vendors have not previously transferred, mortgaged, contracted for sale or otherwise the said below Schedule property or any part thereof in favour of any other party or person/s and the property hereby transferred, expressed or intended so to be transferred suffers from no defect of title and that the recitals made hereinabove and hereinafter are all true and in the event of contrary the vendors shall be liable to make good the loss or injury which the purchaser may suffer or sustain resulting therefrom.

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R.P. WAREHOUSE & TEA INDUSTRIES LTD.

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For Self and as
Constituted Attorney of

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The vendors further covenants with the purchaser that if for any defect of title or for any act done or suffered to be done by the vendors, the purchaser is deprived of ownership or of possession of the Schedule property or any part thereof in future, the vendors shall forthwith return to the purchaser the full or proportionate part of the consideration money as the case may be together with interest from the date of such deprivation of ownership or of possession and the vendors shall further pay adequate compensation to the purchaser for any other loss or injury which the purchaser may suffer or sustain in consequence thereof.

The vendors further undertake to take all actions and to execute all documents as may be required to be done or executed for fully assuring right, title and interest of the purchaser to the below Schedule property conveyed at the cost of the purchaser.

# SCHEDULE

All that piece or parcel of land measuring 17 Kathas, forming part of Plot No. 114/353, recorded in Khatian Nos. 845/1, 845/3, 845/5, 845/7 and 845/9, situated within Mouza- Dabgram, J.L. No. 2, Pargana - Baikunthapur, Sheet No. 5, P.S. - Bhaktinagar, Registry Office and District - Jalpaiguri.

The said land is bound and butted as follows :-

By North : Land of R.P. Warehouse & Tea Industries Limited,

By South : Sold land of M.P. Agarwal and others,

By East : Land of M.P.Agarwal and others ( Plot No. 114/353 ),

By West : Land of R.P. Warehouse & Tea Industries Limited.

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R.P. WAREHOUSE & TEA INDUSTRIES LTD.

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IN WITNESSES WHEREOF THE VENDORS IN GOOD HEALTH AND CONSCIOUS MIND HAVE PUT THEIR SIGNATURES ON THIS DEED OF SALE ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

#### WITNESSES

1. Md. Talux Ahi Lo moli mahnyhelelin loka Agarwal Prakash magur Bahiguni

Many Kan Taneklawake Slo let Jay Noragan Tanekkande 2nd mil, seure Sol go

The contents of this document has been through and understood personally by the vendors and the purchaser.

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For Self and as Constituted Attorney of

Smr. Short Kala Misra.

VENDORS

readover and Drafted, explained by me and typed in my office.

( to. Cedia

K.K.Kedia Advocate, Siliguri E.No.F/6/92.

R.P. WAREHOUSE & TEA INDUSTRIES LTD.

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FINGER PRINTS OF SMT. USHA AGARWAL (VENDOR)

|               | THUMB | FORE | MIDDLE | RING | LITTLE |
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| RIGHT<br>HAND | •     |      | P-AAC  |      |        |

Ulsha Agarwal SIGNATURE

FINGER PRINTS OF SRI PRAVEER MISRA, FOR SELF AND AS CONSTITUTED

|               | THUMB | FORE<br>FINGER | MIDDLE<br>FINGER | RING<br>FINGER | LITTLE |
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| RIGHT<br>HAND |       |                |                  |                |        |

For Self and as
Constituted Attorney of Sant Chashi Kale Misra

R.P. WAREHOUSE & TEA INDUSTRIES LTD.



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FINGER PRINTS OF SRI ANTL KUMAR AGARWAL, DIRECTOR

|               | THUMB | FORE<br>FINGER | MIDDLE | RING | PURCHASE<br>LITTLE<br>FINGER |
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| RIGHT<br>HAND |       |                |        |      |                              |

Anil Kumar Agaral SIGNATURE

FINGER PRINTS OF

R.P. WAREHOUSE & TEA INDUSTRIES LTD.

|              | THUMB | FORE | MIDDLE<br>FINGER | RING<br>FINGER | LITTLE |
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Addl. Dist. Sub-Regiever Baigani, Jelpaiguri 1 3 MAR 2007



Book No. 267 Volume No. 31.

Peges. 267 to the year 200 7

Being No. 2087 for the year 200 7

ModM. Sub-Registion Addi. Dist. Sub-Registion Raigani, Jalpaiguri 81-3-10