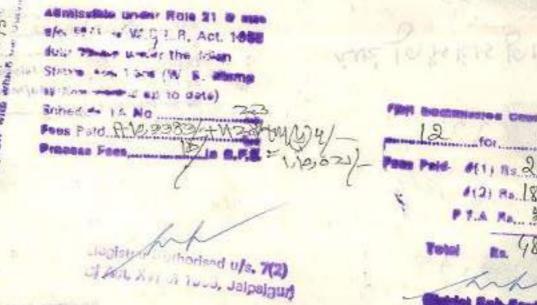




DEED OF CONVEYANCE



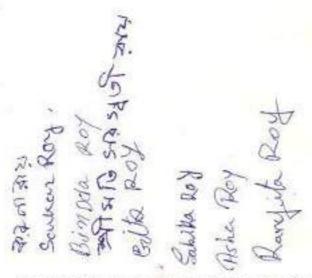
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P. T.D.



04AA 861092



THIS SALE DEED MADE THIS THE 14th DAY OF JANUARY TWO THOUSAND SIX

N. Chakraborty Advocate, Suiguri

269 1 Broxt Pages (E) Calculla - 69 elkata Collecterate, Treasury Bated 5-12-05 Asha Roy Rangita Roy ragionar Authorised v/s. 7(2) Honor Koman, A ANA XVI of 1908, July 4, 11 Garay 2000 50 on 14 July 2006



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Bolkata Collecturate,

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VACANT LAND

Area : 20 Kathas or 0.331 Acres

Mouza : Dabgram

J.L. No. : 2

Khatiar No. : 558

Plot Nos. : 235 & 235/830

Sheet No. : 8

Ward No. : XLI of S.M.C.

Police Station : Bhaktinagar

District : Jalpaiguri

Value : Rs.1,00,00,000/-

SMT KARUNA ROY, Wife of Late Sakalu Roy

2/SRI SHANKAR ROY, Son of Late Sakalu Roy

SMT SARASWATI ROY

LA. SMT BINODA ROY

15 8MT GITA ROY

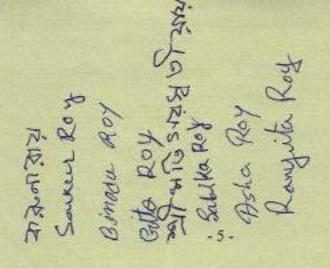
. SMT SEBIKA ROY

175MT ASHA ROY

8. SMT RANGITA ROY

Serial Nos.3 to 8 are all daughters of Late Sakalu Roy, All the above named persons are Hindus by religion, Indian by Nationality, Sl. No.2 is a Businessman by occupation, all others are Housewives by occupation, residing at Jyoti Nagar, 2nd Mile, Sevoke Road, ward No.41 of

M. Chakraborty



Siliguri Municipal Corporation, Police Station-Bhaktinagar, District- Jalpaiguri, hereinafter called "the VENDORS" (which expression shall mean and include unless excluded by or repugnant to the context their heirs, executors, successors representatives, administrators and assigns) of the ONE PART i.e.[FIRST PART]

AND

TERAI INFRASTRUCTURE LIMITED, a company incorporated under the provisions of the Companies Act 1956 having its registered office at 11, Govt. Place (East), Kolkata-700069 and Administrative Office at Agarwal House, 2nd Mile, Sevoke Road, Post Office-Siliguri- 734001, Police Station- Bhaktinagar, District- Jalpaiguri being represented by its Director Sri Sitaram Sharma, Son of Late Ghanshyam Sharma hereinafter called "the PURCHASER" (which expression shall mean and include unless excluded by or repugnant to the context its successors, administrators, representatives and assigns) of the OTHER PART i.e., [SECOND PART]

N. Chalaraborty

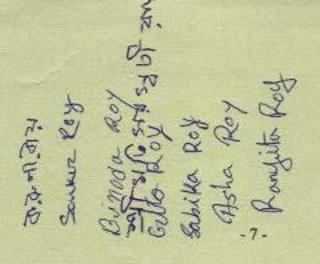
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JIT SOFTWARE & SOLUTION PVT. LIMITED a company incorporated under the provisions of the Companies Act. 1956 having its registered office at 13 Khudiram Bose Sarani, Kolkata-700080, represented by its Director Gaurab Kumar, Son of Ashok Tulsyan residing at 7, J.K.Paul Road, Sahapur Kolkata-700038 hereinafter referred to as "the CONFIRMING PARTY" (which expression shall mean and include unless excluded by or repugnant to the context his heirs, successors, legal representatives administrators, and assigns) of the THIRD PART

Majindra Roy and Upendra Nath Roy all are sons of Late Annya Prasad Roy of Dabgram, Police Station- Bhaktinagar formerly Rajganj, District- Jalpaiguri acquired plots of land measuring 7.47 Acres in their possession on annual rental of Rs.21/-[Rupees twenty one] only situated at Mouza- Dabgram, Pargana-Baikunthapur within Rajganj Police Station presently Bhaktinagar P.S., District- Jalpaiguri by virtue of a permanent Lease by one

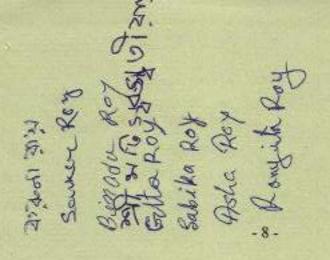
N. Chakraborty
Advocate, onligur



Rahimuddin Pradhan, Son of Md.Tejauddin Pradhan and the said Lease Deed was executed and registered on 19.01.1949 at the office of the District Sub-Registrar, Jalpaiguri and recorded in Book No-I, Volume No.12 at pages 29 to 31, Being No.255 for the year 1949 and they had been possessing the said plot of land in their khas, actual and physical possession.

AND WHEREAS after the enforcement of the B. West Bengal Estate Acquisition Act, 1953, the right of the intermediary was vested to the State free from all incumbrances under Section 4 of the said Act and record-of-right was prepared and finally published under Section 44 of the West Bengal Estate Acquisition Act 1953 and recorded under R.S. Khatian No.558 in the name of aforesaid Narasingha Roy, Sakalu Roy, Majindra Roy and Upendra Nath Roy having 4 annas share each under Sheet No.8 in Plot No.222 measuring 0.12 Acres, Plot No.234 measuring 0.22 Acres, Plot No.235 measuring 2.95 Acres, Plot No.236 measuring 3.56 Acres and Plot No.235/830 measuring 0.62 Acres altogether land measuring 7.47 Acres and they

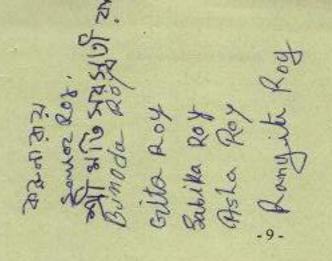
N. Chakraborty
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became the direct tenants under the State of West Bengal.

- AND WHEREAS said Narasingha Roy while in possession of his aforesaid 4 annas share of land died intestate leaving behind his wife Smt Dinoshwari Roy, three sons namely Sri Pradip Kumar Roy, Sri Sajmohan Roy, Sri Nilkamal Roy and four daughters Smt Rina Roy, Smt Nirmala Roy, Smt Ratna Roy, Smt Bina Roy as his only legal heirs who jointly inherited 4 annas share in respect of the aforesaid land left by deceased Narsingha Roy and they acquired the plot of land in their khas, actual and physical possession having permanent heritable and transferable right, title and interest therein. Being owner in such possession Sakalu Roy, Majindra Roy, Upendra Nath Roy and Smt Dinoshwari Roy and others sold some portion of their land to Smt Krishna Goel out of their total land of 7.47 Acres.
- D. AND WHEREAS being owners in such possession the above named legal heirs of deceased Narasdingha Roy and other cosharers namely Sakalu Roy, Majindra Roy and

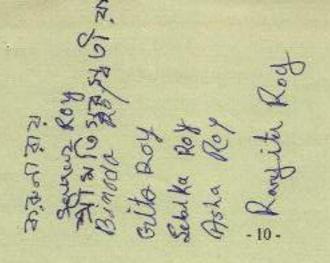
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Upendra Nath Roy partitioned the plot of land amongst themselves and a Deed of Partition was executed on 09.06.2004 which was registered on 10.06.2004 at the office of the District Sub-Registrar, Jalpaiguri in Book No- I, Volume No.25 at pages 245 to 254, Being No.1938 for the year 2004 and by virtue of the said partition deed Sakalu Roy acquired 1 Bigha 9 Kathas and 8 Chhataks or more or less 0.487 Acres of land appertaining to and forming part of plot nos.235 and 235/830 in Sheet No.8 under Khatian No.558.

- E. AND WHEREAS being owner in such possession said Sakalu Roy died intestate on 18.10.2004 leaving behind him the VENDORS hereof as his only legal heirs who jointly inherited the aforesaid plot of land by operation of law of succession under the provisions of Hindu Succession Act 1956 having permanent, heritable and transferable right, title and interest therein.
- F. AND WHEREAS the Vendors being owners in such possession have expressed their desires to sell a plot of land measuring 20 Kathas or

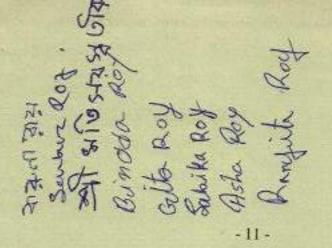
N. Chakraborty
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more or less 0.331 Acres of land morefully described in the Schedule hereunder delineated in the Site Plan annexed herewith marked with RED border, free from all encumbrances and charges whatsoever.

- AND WHEREAS on 31.12.2004 the vendors G. entered into an agreement with the confirming party whereby and whereunder the vendors agreed to sell the said plot of land measuring 20[twenty] Kathas or more or less 0.331 Acres appertaining to and forming part of Plot No.235 and 235/830 under Sheet No.8 recorded in Khatian No.558 situated at Mouza Dabgram, J.L. No.2, Police Station- Bhaktinagar in Ward No. 41 of Siliguri Municipal Corporation, District-Jalpaiguri morefully described in the schedule hereunder to the confirming party and/or the confirming party agreed to purchase the same at the consideration of Rs.35,00,000/- [Rupees thirty five lakhs] only and paid a sum of Rs.1,00,000/- [Rupees one lakh] only as advance and/or earnest money.
- H. AND WHEREAS the vendors do and each of them doth hereby admit and acknowledge

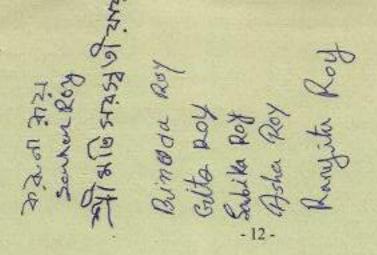
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party to them and simultaneously with receipt of such part payment the vendors in part performance of the said agreement made over quiet, vacant and peaceful possession of the said plot of land to the confirming party and agreed to execute and register appropriate Sale Deed in favour of the confirming party or his nominees or assigns upon payment of the balance consideration.

I. AND WHEREAS the confirming party subsequently has entered into an agreement on 30.11.2005 for sale with the purchasers. Whereby and whereunder the confirming party has agreed to sell the said plot of land measuring 20[twenty] Kathas or more or less 0.331 Acres appertaining to and forming part of Plot No.235 and 235/830 under Sheet No.8 recorded in Khatian No.558 situated at Mouza Dabgram, J.L. No.2, Police Station-Bhaktinagar in Ward No. 41 of Siliguri Municipal Corporation, and the purchaser agreed to purchase the same at the consideration of Rs.1,00,00,000/-[Rupees one crore] only.

N. Chekraborty



- J. AND WEEREAS it is clearly agreed and understood by and between the parties that the confirming party has paid a sum of Rs.1,00,000/- [Rupees one lakh] only to all the vendors as earnest money of the said consideration and the balance purchase consideration of Rs.34,00,000/- [Rupees thirty four lakhs] only to be paid at the time of the registration of the land to the Vendors each a sum of Rs.4,25,000/- [Rupees four lakhs twenty five thousand] only.
- K. AND WHEREAS the Confirming party in accordance with the Agreement of Sale with the purchaser shall be paid Rs.1,00,00.000/- [Rupees one crore] only as consideration of aforesaid property by the purchaser out of which Rs.34,00,000/- [Rupees thirty four lakhs] only shall be paid to Vendors by 8(eight) Bank Drafts amounting Rs.4,25,000/- [Rupees four lakhs twenty five thousand] only each for payment to each of the vendors by the purchaser and the balance sum of Rs.66,00,000/- [Rupees sixty six lakhs] only shall be paid to the confirming party by cheque or cheques by the purchaser at the time of

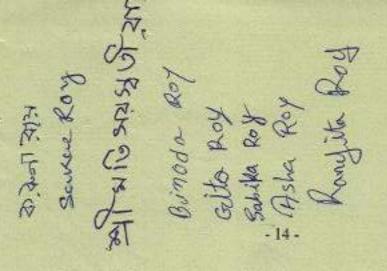
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registration of the Sale Deed as stated in the Memo of Consideration annexed herewith.

NOW THESE INDENTURE WITHNESSETH that in pursuance of the said agreement and in consideration of the part payment made thereunder by the confirming party on behalf of the purchaser to all the vendors aggregating Rs.1.00,000/-[Rupees one lakh] only as earnest money and in consideration of a balance sum of Rs.34,00,000/- [Rupees thirty four lakhs] only paid by the purchaser to the vendors by Bank Drafts as stated in the Memo of Consideration annexed herewith before the execution of these presents [the receipt whereof the vendors do and each of them doth hereby as well as by the receipt hereunder written admit and acknowledge the same and forever acquit, release and discharge the purchaser, the confirming party and the said property] the vendors and each of them with the consent and/or concurrence of the confirming party [Which is hereby confirmed acknowledged by the confirming party] doth hereby grant full discharge to the purchaser from the payment thereof and the vendors doth hereby convey, assign sell and transfer her aforesaid

N. Chakraborty
Advocale, suigur



plots of land measuring 0.331 acres or more or less 20[twenty] Kathas morefully described in Schedule hereunder and delineated in the Site plan annexed with and have made over the physical possession thereof to, unto and in favour of the Purchaser absolutely and forever TO HAVE AND TO HOLD the same as absolute owner thereof peacefully and quietly with permanent, heritable and transferable right, title and interest and without any claim and objection free from all encumbrances and charges whatsoever and made over possession thereof together with all yards, paths passages, liberties, privileges, easement, appendices, appurtenances whatsoever belonging to and appertaining to the said property AND the estate, right, title, interest and demand whatsoever of the Vendor upon the said land, hereditaments and premises or any part thereof with permanent, heritable and transferable right. title and interest therein subject to the payment of all land revenue and other etc. payable to the superior landlord at present the State of West Bengal or to any other Authority and the Vendors doth hereby covenant with the Purchaser that notwithstanding any acts, deeds or things by the Vendors do execute or knowingly suffered to the

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contrary, the Vendors are now lawfully, rightfully and absolutely entitled to the said two plots of land, hereditaments and premises hereby granted or expressed so to be and every thereof and that not withstanding any such acts, deeds and things whatsoever as aforesaid the Vendors have now good right, full power and absolute authority to grant, sell, convey, transfer and assure the said hereditaments and premises hereby granted and expressed so to be unto and to the use of the Purchaser in a manner aforesaid AND the Purchaser shall and at all times hereafter peacefully and quietly hold, possess and enjoy the said land hereditaments and premises granted or expressed so to be unto the use of the Purchaser in a manner aforesaid and receive rents, issues and profits thereof without any lawful eviction. interruption and demand whatsoever from the Vendors or any person or persons lawfully or equitable claiming from under or in trust for them AND that free and clear and freely and clearly and absolutely discharged saved harmless and kept indemnified against all estates and encumbrances created by the Vendors and all persons having or lawfully or equitable claiming from under or in trust for it and further that the

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Vendors and all persons having or lawfully or equitable claiming any estate or interest in the said land hereditaments for the Vendors shall and will from time to time at all times hereafter at the request and cost of the Purchaser do or execute or cause to be done or executed all such acts or deeds or things whatsoever for further and more perfectly assuring the said hereditaments and premises and every part thereof unto and to the use of the Purchaser in the manner aforesaid as shall be reasonably required.

It is further covenanted that there exists no charges, mortgage, attachment, liens, lis pendens or any other encumbrances on the property hereby transferred or expressed or intended so to be or any part thereof at the date of these presents and in the event of any discovery of any charge, mortgage, attachment, liens, lis pendens or any other encumbrances whatsoever or any defect in title, right and interest the Vendor shall be liable to be dealt with according to law and shall be liable to compensate the Purchaser for any loss and in ury that the Purchaser may sustain and suffer as a consequence thereof.

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The Vendor further covenant that all rents and other public charges payable for the property hereby transferred or expressed or intended so to be that had accrued due unto the date of these presents have been paid and all other covenants and conditions required to be observed or performed by the Vendors in relation to the said land have been observed and performed and in case it transpires otherwise the Vendors shall be liable to indemnify the Purchaser for any loss resulting from any such non-payment and nonperformance aforesaid. The Vendors further declare that the entire property forming the subject matter of the present conveyance has been in khas, actual and physical possession of the Vendors till the date of these presents.

If any defects in title or for any act done or suffered to be done by the Vendors in any way with respect to the property hereby transferred or expressed or intended so to be by these presents the Purchaser is deprived of possession or enjoyment of the property hereby transferred or expressed or intended so to be by these presents or any part thereof the Vendors shall be liable to return to the Purchaser in full or proportionate

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Advocate, suigur

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part of the consideration money as the case may be together with interest at the rate of two percent per month from the date of such deprivation and shall also be liable for adequate compensation for any loss or injury thereto be sustained by the Purchaser and further it is declared by the Vendors that the Vendors have not entered into any binding contract with any other persons whatsoever to sell or transfer otherwise the property conveyed by these presents or expressed or intended so to be any part thereof and that there subsists no such contract on the date of these presents and in the event of any such discovery of any such contract of sale or transfer, existing with respect to the aforesaid property or any part thereof at the date of execution of these presents or if any of the recitals made herein are proved to be false then the Vendors shall be liable for false recitals to compensate the Purchaser adequately for the loss or injury sustained by him in consequence thereof.

The said property is not affected by any attachment including attachment under certificate case or any proceeding started at the instance of Government Authorities under the Public Demand

N. Chakraborty
Advocate, Suiguri

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Recovery Act or otherwise whatsoever and that there are no certificate cases or proceeding pending against the vendors for realization of arrear of taxes or otherwise under the said Public Demand Recovery Act or any other Act for the time being in force and that the said property is not affected be any notice of scheme of the Land Acquisition collector or the Siliguri-Jalpaiguri Development Authority or Siliguri Municipal Corporation or the Government or any other public body or bodies and that no declaration has been made or published for the acquisition of the said plot of land or any part thereof under the Land Acquisition Act or any other Act for the time being in force for acquisition of the said land and that the said land or any part thereof is not affected by any notice of acquisition or requisition under the Defence of India Act or rule framed thereunder or any other acts or enactments whatsoever.

The Vendors doth hereby agree that pending completion of the registration of the Sale Deed the purchaser shall be at liberty to do all acts, deeds and things in the name and on behalf of the Vendors with regard to the said plot of land and to

N. Chakraborty
Advocate, suliguri

enable the purchaser to de so the vendors and each of them doth hereby appoint the purchaser as their true and lawful constituted Attorney to do all acts, deeds and things in the name and on behalf of the vendors with regard to this land including execution and registration of all further and/or subsequent Sale Deeds and/or transfer documents in respect of the said plot of land subject to the condition that the vendors shall have no liability financial or otherwise and such powers shall be exercisable by any director or officer appointed by the Board of Directors of the purchaser in this regard and the purchaser having an interest in the subject matter of agency such agency shall be irrevocable at the instance of the vendors or any person claiming through and under them and shall be binding on all their successors and representatives and notwithstanding anything contained therein the agency hereby created by the vendors in favour of the purchasers shall stand cancelled and revoked upon the completion of the registration of the Sale Deed.

N. Ohekraborty Advocate, saligura SCHEDULE ROY

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All that piece or parcel of vacant land measuring 0.331 acres or more or less 20[twenty] Kathas appertaining to and forming part of Plot No.235 and 235/830 in Sheet No.8 recorded in Khatian No.558, held under the State of West Bengal at yearly rental of Rs.990/- payable through B.L. & L.R.O., Rajganj within Mouza-Dabgram, Pargana-Baikunthapur, J.L. No.2, Sheet No.8, within Ward No.XLI of Siliguri Municipal Corporation, Police Station-Bhaktinagar, District-Jalpaiguri and as delineated in the Site Plan annexed herewith marked with RED border.

The said plot of land is butted and bounded as follows:

North- By land of Smt Sunita Periwal & others:

South- By 23 ft wide Road;

East - By the land of Roy family:

West- By the land of Sri Pradip Roy.

N. Chakraborty Advocate, saliguri IN WITHNESSETH WHEREOF the Vendors doth hereby put their hands on these presents on this day, month and year above written in the presence of

Witnesses:

1. SANT SANT MON ME CONTROL SANT (NOW (aro, CANTARIO) 2. Arrid Ray Baybayoa

Signature of the Vendors:

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- 2. Seven Roj.
- रंगरं शिक्षतातिष हिल ह
- 4. Bunoda Roy
- 5. Gitto ROY
- 6. Sabika Rox
- 7. Asha Roy
- 8. Rangista Roy

Signature of the Vendors

A Solvente Saletipa Rm. 7 ...

Director

Signature of the Confirming Party

Drafted, read over and explained to the parties by me

Mary

[NIKHIL CHAKRABORTY] Advocate, Siliguri. Enrolment No.WB/166/1965

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Total Blownik
[Tapash Bhoumik]
Advocate's Clerk
Sliguri.

MEMO OF CONSIDERATION [Payment made to the Vendors]

1. By Bank Draft being No. 425 700924
dated 13.01,2006 issued in favour of
Smt Karuna Roy Drawn on Bank of
India, Siliguri
Rs.4.2

Rs.4,25,000/-

By Bank Draft being No. 700 923
 dated 13.01.2006 issued in favour of Sri Shankar Roy Drawn on Bank of India, Siliguri

Rs.4.25,000/-

3. By Bank Draft being No. 700922 dated 13.01.2006 issued in favour of Smt Saraswati Roy Drawn on Bank of India, Siliguri

Rs.4,25,000/-

 By Bank Draft being No. 700921 dated 13.01.2006 issued in favour of Smt Binoda Roy Drawn on Bank of India, Siliguri

WYZ

Rs.4,25,000/-

5. By Bank Draft being No. 700920 dated 13.01.2006 issued in favour of Smt Gita Roy Drawn on Bank of India, Siliguri

Rs.4,25,000/-

6. By Bank Draft being No. 700919
dated 13.01.2006 issued in favour of
Smt Sebika Roy Drawn on Bank of
India, Siliguri

Rs.4,25,000/-

7. By Bank Draft being No. 700918
dated 13.01,2006 issued in favour of
Smt Asha Roy Drawn on Bank of
India, Siliguri

Rs.4,25,000/-

N: Chakraborty

8. By Bank Draft being No. 700917 dated 13.01.2006 issued in favour of Smt Rangita Roy Drawn on Bank of India, Siliguri

Rs.4,25,000/-

Total...... Rs.34,00,000/-

Witnesses:

1. Horas Alow

2. Royalogsa

Signature of the Vendors:

- ा अञ्चल आं
- 2. Sankuz Roy
- ने महे शिरु होत कि ह हिंद
- 1. Bimoda Roy
- 5. Gitta Roy
- 6. Sabika Roy
- 7. Asha Roy
- 8. Ranguita Roy

Signature of the Vendors

10 Sobrero Solution Pr. Link
Uyawab Kumar

Deregtor

Signature of the Confirming Party

N: Chakraborty
Advocate, suigur

MEMO OF CONSIDERATION [Payment made to the confirming party]

 By Cheque being No. 278502 dated 13.01.2006 issued in favour of Jit Software & Solution (P) Ltd. Drawn on Bank of India Corporate Banking Branch, Kolkata

Rs.10,00,000/-

 By Cheque being No. 278503 dated 13.01.2006 issued in favour of Jit Software & Solution (P) Ltd. Drawn on Bank of India Corporate Banking Branch, Kolkata

Rs.10,00,000/-

 By Cheque being No. 278504 dated 13.01.2006 issued in favour of Jit Software & Solution (P) Ltd. Drawn on Bank of India Corporate Banking Branch, Kolkata

Rs.10,00,000/-

 By Cheque being No. 278505 dated 13.01.2006 issued in favour of Jit Software & Solution (P) Ltd. Drawn on Bank of India Corporate Banking Branch, Kolkata

Rs.10,00,000/-

 By Cheque being No. 278506 dated 13.01.2006 issued in favour of Jit Software & Solution (P) Ltd. Drawn on Bank of India Corporate Banking Branch, Kolkata

Rs.16,00,000/-

Will Chakraborty 6.

By Cheque being No. 278507 dated 13.01.2006 issued in favour of Jit

Software & Solution (P) Ltd. Drawn on Bank of India Corporate Banking Branch, Kolkata

Rs.10,00,000/-

Total...... Rs.66,00,000/-[Rupees sixty six lacs only]

Witnesses:

1. ARON THARD.

2nd Mile

Sevoka Road.

Siligusi

2. Gantan Bandh Japain Jis Solivere Solution Proplets'

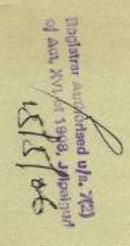
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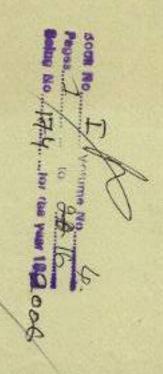
Signature of the Confirming Party

N. Chakreborty
Advocate, suigus

Gact, XVI of 1908, Jalpaiguri







CLAIMANT SHEET

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Signature with Date

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Signature with Date

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Right hand					50

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Binoda Roy

Signature with Date

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	Left hand					
cha Roy	Right hand				-	

Gilto Roy

Signature with Date

		Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
	Left hand				30	
Suite de Y	Right hand		9			

Sabika Rof

EXECUTANT SHEET

		Thumb	Fore Finger	Middle Finger	Ring Finger	Little Pinger
	Left hand		9			
Asha Per	Right hand	0			0	0

Aska Roy Signature with Date

	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Left hand					>

Right

hand

Rangista Roy
Signature with Date

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				Finger	Finger	Finger
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	Right	are'	1250	40		
I Soliwara Solution F	'hande'	All the		VA.	(
- V) e	N. C.		135.		Kumahar	400

Signature with Date

