

SL No 11530/13

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1673/2013



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A. D. S. B.

29 MAY 2013

THIS INDENTURE made this 29th day of May, 2013 BETWEEN ARIJIT KHAN, son of Nemai Chandra Khan, residing at J.C. Khan Road, Post Office- Mankundu, Police Station- Bhadreswar, District- Hooghly, having Income Tax PAN No. AFOPK1169D and represented by his Constituted

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Azhacalia

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R. N. GHOSE & ASSOCIATES
10. OLD POST OFFICE STREET,
1ST FLOOR, NO - 36A
KOLKATA - 700 001

Sold to.....
Address.....
Value.....
- 6 MAY 2013
L.S.V., High Court Sujit Sarkar High Court, A.G.



[Signature]
Addl. District Sub-Registrar
Chandernagore, Hooghly

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Attorney, Pradeep Pugalia, son of Sumer Ma Pugalia, working for gain at working for gain at 8/1, Lal Bazar Street, Kolkata- 700 001 pursuant to a registered Power of Attorney dated 8th May, 2013 registered in the Office of the District Sub Registrar at Hooghly in Book No. IV, C.D. Volume No. 1, at Pages 1682 to 1689, Being No. 00163 for the year 2013, hereinafter referred to as "the VENDOR" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his successors-in-interest and/or assigns) of the FIRST PART (1) (SMT.) HENA SAHA, wife of Late Dipak Saha, residing at 125/1A, Maniktala Street, Kolkata - 700 005, (2) (SMT.) MITA SAHA, wife of Madhusudan Saha, residing at Block No.10, Flat 4C, Club Town, Teghoria, Kolkata- 700 059, (3) (SMT.) RITA SAHA, wife of Samir Kumar Saha, residing at Balai Bhawan, 327, Bally Road, Police Station- Chinsurah, District- Hooghly, (4) (SMT.) PADMA SAHA, wife of Buddhadev Saha, residing at 8A, Tarak Chatterjee Lane, Kolkata- 700 005 and (5) ASHIM CHANDRA KHAN, son of Late Kartick Chandra Khan, residing at "Patal Bari", Hatkhola, Post Office and Police Station- Chandrannagar, District- Hooghly, and all represented by their Constituted Attorney, Ravi Prakash Pincha, son of Late Sanchia Lal Pincha, residing at 7 Swallo Lane, Kolkata - 700 001, pursuant to a registered Power of Attorney dated 8th May, 2013 registered in the Office of the District Sub Registrar at Hooghly in Book No. IV, C.D. Volume No. 1, at Pages 1698 to 1710, Being No. 00164 for the year 2013, hereinafter collectively referred to as the CONFIRMING PARTIES (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their successors-in-interest and/or assigns) of the SECOND PART AND (1) DEEPESH SHOPPERS PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its registered office at 4D, Madan Mohan Burman Street, Kolkata- 700001 and having Income Tax PAN No. AAECD5647D, represented by its Director/Authorised Signatory Shambhu Choubey son of Nandu Choubey residing at 9, Rameshwar Malia 1st Bye Lane, Howrah- 711 101, (2) JAGSAK REALTORS PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its registered office at 9/12, Lal Bazar Street Kolkata- 700001 and having Income Tax PAN No. AADCJ04348, represented by its Director/Authorised Signatory Madan Lal Hirawat son of Late Manik Chand Hirawat residing at 199/5, M. G. Road, Kolkata - 700 007, (3) DEBAJAM REALTY PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its registered office at 4D, Madan Mohan Burman Street, Kolkata- 700001 and having Income Tax PAN No. AAECD5668G, represented by its Director/Authorised Signatory Madan Lal Hirawat son of Late Manik Chand Hirawat residing at 199/5, M. G. Road, Kolkata - 700 007, (4) ARUNABH CONCLAVE PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its registered office at 4D, Madan Mohan Burman Street, Kolkata- 700001 and having Income Tax PAN No. AALCA3972B, represented by its Director/Authorised Signatory Madan Lal Hirawat son of Late Manik Chand Hirawat residing at 199/5, M. G. Road, Kolkata - 700 007, (5) ANGARIK DEVELOPERS PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its registered office at 4D, Madan Mohan Burman Street, Kolkata- 700001 and having Income Tax PAN No. AALCA3975G, represented by its Director/Authorised Signatory Madan Lal Hirawat son of Late Manik Chand Hirawat residing at 199/5, M. G. Road,

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Kolkata – 700 007, (6) LENTILS DEALCOM PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its registered office at 53, Radha Bazaar Lane, Kolkata- 700001 and having Income Tax PAN No. AACCL2651B, represented by its Director/Authorised Signatory Shambhu Choubey son of Nandu Choubey residing at 9, Rameshwar Malia 1st Bye Lane, Howrah- 711 101 (7) SHALLOT TRADECOM PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its registered office at 24, Ezra Street, Kolkata- 700001 and having Income Tax PAN No. AARCS4836N, represented by its Director/Authorised Signatory Shambhu Choubey son of Nandu Choubey residing at 9, Rameshwar Malia 1st Bye Lane, Howrah- 711 101 (8) SALSIFY COMMERCE PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its registered office at 24, Ezra Street, Kolkata- 700001 and having Income Tax PAN No. AARCS4822L, represented by its Director/Authorised Signatory Shambhu Choubey son of Nandu Choubey residing at 9, Rameshwar Malia 1st Bye Lane, Howrah- 711 101, (9) SALSIFY VYAPAAR PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its registered office at 24, Ezra Street, Kolkata- 700001 and having Income Tax PAN No. AARCS5132K, represented by its Director/Authorised Signatory Shambhu Choubey son of Nandu Choubey residing at 9, Rameshwar Malia 1st Bye Lane, Howrah- 711 101, (10) SALSIFY VINCOM PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its registered office at 24, Ezra Street, Kolkata- 700001 and having Income Tax PAN No. AARCS5130M, represented by its Director/Authorised Signatory Shambhu Choubey son of Nandu Choubey residing at 9, Rameshwar Malia 1st Bye Lane, Howrah- 711 101, (11) NAVY BEANS DEALCOM PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its registered office at 24, Ezra Street, Kolkata- 700001 and having Income Tax PAN No. AADCN9968G, represented by its Director/Authorised Signatory Shambhu Choubey son of Nandu Choubey residing at 9, Rameshwar Malia 1st Bye Lane, Howrah- 711 101, (12) NETTLES VINTRADE PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its registered office at 24, Ezra Street, Kolkata- 700001 and having Income Tax PAN No. AADCN9985H, represented by its Director/Authorised Signatory Shambhu Choubey son of Nandu Choubey residing at 9, Rameshwar Malia 1st Bye Lane, Howrah- 711 101, (13) NETTLES DEALTRADE PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its registered office at 24, Ezra Street, Kolkata- 700001 and having Income Tax PAN No. AADCN9962E, represented by its Director/Authorised Signatory Shambhu Choubey son of Nandu Choubey residing at 9, Rameshwar Malia 1st Bye Lane, Howrah- 711 101 (14) ENDIVE VYAPAAR PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its registered office at 24, Ezra Street, Kolkata- 700001 and having Income Tax PAN No. AADCE0475H, represented by its Director/Authorised Signatory Shambhu Choubey son of Nandu Choubey residing at 9, Rameshwar Malia 1st Bye Lane, Howrah- 711 101, (15) NERINE VINIMAY PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its registered office at 24, Ezra Street, Kolkata- 700001 and having Income Tax PAN No. AAECN0039M, represented by its Director/Authorised Signatory Shambhu Choubey son of Nandu Choubey residing at 9, Rameshwar Malia 1st Bye Lane, Howrah- 711 101, (16) ENDIVE TRADERS PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its registered office at 24, Ezra Street, Kolkata- 700001 and



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having Income Tax PAN No. AADCE0482C, represented by its Director/Authorised Signatory Shambhu Choubey son of Nandu Choubey residing at 9, Rameshwar Malia 1st Bye Lane, Howrah- 711 101, (17) NERINE VYAPAR PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its registered office at 24, Ezra Street, Kolkata- 700001 and having Income Tax PAN No. AAECN0035H, represented by its Director/Authorised Signatory Shambhu Choubey son of Nandu Choubey residing at 9, Rameshwar Malia 1st Bye Lane, Howrah- 711 101, (18) ENDIVE VINCOM PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its registered office at 24, Ezra Street, Kolkata- 700001 and having Income Tax PAN No. AADCE0545N, represented by its Director/Authorised Signatory Upmanyu Pathak son of Late Adya Prasad Pathak residing at 26, Sanatan Mistry Lane, 6th Floor, Howrah – 711106, (19) NAVY BEANS COMMERCE PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its registered office at 24, Ezra Street, Kolkata- 700001 and having Income Tax PAN No. AADCN9963F, represented by its Director/Authorised Signatory Upmanyu Pathak son of Late Adya Prasad Pathak residing at 26, Sanatan Mistry Lane, 6th Floor, Howrah – 711106, (20) NAVY BEANS DEALTRADE PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its registered office at 24, Ezra Street, Kolkata- 700001 and having Income Tax PAN No. AAECN0043R, represented by its Director/Authorised Signatory Upmanyu Pathak son of Late Adya Prasad Pathak residing at 26, Sanatan Mistry Lane, 6th Floor, Howrah – 711106, (21) LENTILS TIE-UP PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its registered office at 53, Radha Bazar Lane, Kolkata- 700001 and having Income Tax PAN No. AACCL2649B, represented by its Director/Authorised Signatory Upmanyu Pathak son of Late Adya Prasad Pathak residing at 26, Sanatan Mistry Lane, 6th Floor, Howrah – 711106, (22) NERINE VINCOM PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its registered office at 24, Ezra Street, Kolkata- 700001 and having Income Tax PAN No. AAECN0036E, represented by its Director/Authorised Signatory Upmanyu Pathak son of Late Adya Prasad Pathak residing at 26, Sanatan Mistry Lane, 6th Floor, Howrah – 711106, (23) ENDIVE DEALCOM PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its registered office at 24, Ezra Street, Kolkata- 700001, and having Income Tax PAN No. AADCE0473B, represented by its Director/Authorised Signatory Upmanyu Pathak son of Late Adya Prasad Pathak residing at 26, Sanatan Mistry Lane, 6th Floor, Howrah – 711106, (24) LENTILS TRADECOM PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its registered office at 11, Brabourne Road, Kolkata- 700001 and having Income Tax PAN No. AACCL2653D, represented by its Director/Authorised Signatory Upmanyu Pathak son of Late Adya Prasad Pathak residing at 26, Sanatan Mistry Lane, 6th Floor, Howrah – 711106, (25) LENTILS VINIMAY PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its registered office at 11, Brabourne Road, Kolkata- 700001 and having Income Tax PAN No. AACCL2650A, represented by its Director/Authorised Signatory Upmanyu Pathak son of Late Adya Prasad Pathak residing at 26, Sanatan Mistry Lane, 6th Floor, Howrah – 711106, (26) ENDIVE VINIMAY PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its registered office at 24, Ezra Street, Kolkata- 700001 and having Income Tax PAN No. AADCE0472A, represented by its Director/Authorised Signatory Upmanyu Pathak son of Late



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Adya Prasad Pathak residing at 26, Sanatan Mistry Lane, 6th Floor, Howrah – 711106, (27) NAVY BEANS TRADERS PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its registered office at 24, Ezra Street, Kolkata- 700001 and having Income Tax PAN No. AADCN9961H, represented by its Director/Authorised Signatory Upmanyu Pathak son of Late Adya Prasad Pathak residing at 26, Sanatan Mistry Lane, 6th Floor, Howrah – 711106, (28) RISEE TRADECOM PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its registered office at 24, Ezra Street, Kolkata- 700001 and having Income Tax PAN No. AABCF9750C, represented by its Director/Authorised Signatory Upmanyu Pathak son of Late Adya Prasad Pathak residing at 26, Sanatan Mistry Lane, 6th Floor, Howrah – 711106, (29) ANTRAY CONCLAVE PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its registered office at 4D, Madan Mohan Burman Street, Kolkata- 700001 and having Income Tax PAN No. AALCA3974H, represented by its Director/Authorised Signatory Madan Lal Hirawat son of Late Manik Chand Hirawat residing at 199/5, M. G. Road, Kolkata – 700 007, (30) ANTRAY REALESTATE PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its registered office at 4D, Madan Mohan Burman Street, Kolkata- 700001 and having Income Tax PAN No. AALCA3929L, represented by its Director/Authorised Signatory Madan Lal Hirawat son of Late Manik Chand Hirawat residing at 199/5, M. G. Road, Kolkata – 700 007, (31) ANTRAY VINCOM PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its registered office at 4D, Madan Mohan Burman Street, Kolkata- 700001 and having Income Tax PAN No. AALCA3928M, represented by its Director/Authorised Signatory Madan Lal Hirawat Son Of Late Manik Chand Hirawat residing at 199/5, M. G. Road, Kolkata – 700 007, (32) ARUNABH DEVELOPERS PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its registered office at 4D, Madan Mohan Burman Street, Kolkata- 700001 and having Income Tax PAN No. AALCA3977E, represented by its Director/Authorised Signatory Madan Lal Hirawat son of Late Manik Chand Hirawat residing at 199/5, M. G. Road, Kolkata – 700 007, (33) ASHTEK CONSTRUCTION PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its registered office at 9/12, Lal Bazar Street, Kolkata- 700001 and having Income Tax PAN No. AALCA3973A, represented by its Director/Authorised Signatory Madan Lal Hirawat son of Late Manik Chand Hirawat residing at 199/5 M. G. Road, Kolkata – 700 007 (34) ASHTEK INFRANIRMAN PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its registered office at 4D, Madan Mohan Burman Street, Kolkata- 700001 and having Income Tax PAN No. AALCA3976F, represented by its Director/Authorised Signatory Madan Lal Hirawat son of Late Manik Chand Hirawat residing at 199/5, M. G. Road, Kolkata – 700 007 (35) DEBAJAM CONSTRUCTION PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its registered office at 4D, Madan Mohan Burman Street, Kolkata- 700001 and having Income Tax PAN No. AAECD5646C, represented by its Director/Authorised Signatory Madan Lal Hirawat son of Late Manik Chand Hirawat residing at 199/5, M. G. Road, Kolkata – 700 007, (36) DEBAJAM DEALCOM PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its registered office at 4D, Madan Mohan Burman Street, Kolkata- 700001 and having Income Tax PAN No. AAECD5666J, represented by its Director/Authorised Signatory Madan Lal Hirawat son of Late Manik Chand Hirawat residing at

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199/5, M. G. Road, Kolkata – 700 007, (37) **GANADHI VINTRADE PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 4D, Madan Mohan Burman Street, Kolkata – 700001 and having Income Tax PAN No. AAFCG0908H, represented by its Director/Authorised Signatory Madan Lal Hirawat son of Late Manik Chand Hirawat residing at 199/5, M. G. Road, Kolkata – 700 007 (38) **JAGSAK CONCLAVE PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 9/12, Lal Bazar Street, Kolkata – 700001 and having Income Tax PAN No. AADCJ0435A, represented by its Director/Authorised Signatory Madan Lal Hirawat son of Late Manik Chand Hirawat residing at 199/5, M. G. Road, Kolkata – 700 007, (39) **JAGSAK DEVELOPERS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 9/12, Lal Bazar Street, Kolkata – 700001 and having Income Tax PAN No. AADCJ0433G, represented by its Director/Authorised Signatory Madan Lal Hirawat son of Late Manik Chand Hirawat residing at 199/5, M. G. Road, Kolkata – 700 007, (40) **JAGSAK REALTY PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 9/12, Lal Bazar Street, Kolkata – 700001 and having Income Tax PAN No. AADCJ0423E, represented by its Director/Authorised Signatory Madan Lal Hirawat son of Late Manik Chand Hirawat residing at 199/5, M. G. Road, Kolkata – 700 007, (41) **DEBAJAM VANIJYA PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 9/12, Lal Bazar Street, Kolkata – 700001 and having Income Tax PAN No. AAECD5669H, represented by its Director/Authorised Signatory Madan Lal Hirawat son of Late Manik Chand Hirawat residing at 199/5, M. G. Road, Kolkata – 700 007 (42) **DEBAJAM VINCOM PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 9/12, Lal Bazar Street, Kolkata – 700001 and having Income Tax PAN No. AAECD5648N, represented by its Director/Authorised Signatory Madan Lal Hirawat son of Late Manik Chand Hirawat residing at 199/5, M. G. Road, Kolkata – 700 007, (43) **JAGSAK VANIJYA PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 9/12, Lal Bazar Street, Kolkata – 700001 and having Income Tax PAN No. AADCJ0422F, represented by its Director/Authorised Signatory Madan Lal Hirawat son of Late Manik Chand Hirawat residing at 199/5, M. G. Road, Kolkata – 700 007, (44) **JAGSAK VINCOM PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 9/12, Lal Bazar Street, Kolkata – 700001 and having Income Tax PAN No. AADCJ0421G, represented by its Director/Authorised Signatory Madan Lal Hirawat son of Late Manik Chand Hirawat residing at 199/5, M. G. Road, Kolkata – 700 007, (45) **KALASHDHA CONCLAVE PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 9/12, Lal Bazar Street, Kolkata – 700001 and having Income Tax PAN No. AAFCK0796B, represented by its Director/Authorised Signatory Madan Lal Hirawat son of Late Manik Chand Hirawat residing at 199/5, M. G. Road, Kolkata – 700 007 (46) **KALASHDHA CONSTRUCTION PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 9/12, Lal Bazar Street, Kolkata – 700001 and having Income Tax PAN No. AAFCK0810J, represented by its Director/Authorised Signatory Madan Lal Hirawat son of Late Manik Chand Hirawat residing at 199/5, M. G. Road, Kolkata – 700 007, (47) **KALASHDHA DEVELOPERS PRIVATE LIMITED**, a Company incorporated under

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the Companies Act, 1956, having its registered office at 9/12, Lal Bazar Street, Kolkata – 700001 and having Income Tax PAN No. AAFCK0799Q, represented by its Director/Authorised Signatory Shambhu Choubey son of Nandu Choubey residing at 199/5, M. G. Road, Kolkata – 700 007, (48) KALASHDHA DEALCOM PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its registered office at 9/12, Lal Bazar Street, Kolkata – 700001 and having Income Tax PAN No. AAFCK0811K, represented by its Director/Authorised Signatory Shambhu Choubey son of Nandu Choubey residing at 9, Rameshwar Malia 1st Bye Lane, Howrah- 711 101, (49) KALASHDHA VANIJYA PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its registered office at 9/12, Lal Bazar Street, Kolkata – 700001 and having Income Tax PAN No. AAFCK0798R, represented by its Director/Authorised Signatory Shambhu Choubey son of Nandu Choubey residing at 9, Rameshwar Malia 1st Bye Lane, Howrah- 711 101, (50) KALASHDHA VINCOM PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 having its registered office at 9/12, Lal Bazar Street, Kolkata – 700001 and having Income Tax PAN No. AAFCK0809D, represented by its Director/Authorised Signatory Shambhu Choubey son of Nandu Choubey residing at 9, Rameshwar Malia 1st Bye Lane, Howrah- 711 101, (51) KALASHDHA VINTRADE PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its registered office at 4D, Madan Mohan Burman Street, Kolkata – 700001 and having Income Tax PAN No. AAFCK0797A, represented by its Director/Authorised Signatory Shambhu Choubey son of Nandu Choubey residing at 9, Rameshwar Malia 1st Bye Lane, Howrah- 711 101, (52) RAJNANDITA CONCLAVE PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its registered office at 4D, Madan Mohan Burman Street, Kolkata- 700001 and having Income Tax PAN No. AAGCR2912K, represented by its Director/Authorised Signatory Shambhu Choubey son of Nandu Choubey residing at 9, Rameshwar Malia 1st Bye Lane, Howrah- 711 101, (53) RAJNANDITA CONSTRUCTION PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its registered office at 4D, Madan Mohan Burman Street, Kolkata- 700001 and having Income Tax PAN No. AAGCR2913J, represented by its Director/Authorised Signatory Shambhu Choubey son of Nandu Choubey residing at 9, Rameshwar Malia 1st Bye Lane, Howrah- 711 101, (54) RANCHHOR VINTRADE PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its registered office at 4D, Madan Mohan Burman Street, Kolkata- 700001 and having Income Tax PAN No. AAGCR2932P, represented by its Director/Authorised Signatory Shambhu Choubey son of Nandu Choubey residing at 9, Rameshwar Malia 1st Bye Lane, Howrah- 711 101, (55) RITUDHAR CONCLAVE PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its registered office at 4D, Madan Mohan Burman Street, Kolkata- 700001 and having Income Tax PAN No. AAGCR2915Q, represented by its Director/Authorised Signatory Shambhu Choubey son of Nandu Choubey residing at 9, Rameshwar Malia 1st Bye Lane, Howrah- 711 101, (56) RITUDHAR VINTRADE PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its registered office at 4D, Madan Mohan Burman Street, Kolkata- 700001 and having Income Tax PAN No. AAGCR2914R, represented by its Director/Authorised Signatory Shambhu Choubey son of Nandu Choubey residing at 9, Rameshwar Malia 1st Bye Lane, Howrah- 711 101, (57) SWAPNO VINTRADE PRIVATE



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LIMITED, a Company incorporated under the Companies Act, 1956, having its registered office at 4D, Madan Mohan Burman Street, Kolkata- 700001 and having Income Tax PAN No. AASCS7403G, represented by its Director/Authorised Signatory Madan Lal Hirawat son of Late Manik Chand Hirawat residing at 199/5, M. G. Road, Kolkata – 700 007, (58) PUSHAPDHAM MERCHANTS PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its registered office at 87, Rabindra Sarani, 2nd Floor, Kolkata – 700073 and having Income Tax PAN No. AAHCP1161F, represented by its Director/Authorised Signatory Upmanyu Pathak son of Late Adya Prasad Pathak residing at 26, Sanatan Mistry Lane, 6th Floor, Howrah - 711106 (59) PUSHAPDHAM VYAPAAR PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its registered office at 87, Rabindra Sarani, 2nd Floor, Kolkata – 700073 and having Income Tax PAN No. AAHCP1162G, represented by its Director/Authorised Signatory Upmanyu Pathak son of Late Adya Prasad Pathak residing at 26, Sanatan Mistry Lane, 6th Floor, Howrah - 711106 (60) PUSHAPDHAM DISTRIBUTORS PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its registered office at 87, Rabindra Sarani, 2nd Floor, Kolkata – 700073 and having Income Tax PAN No. AAHCP1165B, represented by its Director/Authorised Signatory Upmanyu Pathak son of Late Adya Prasad Pathak residing at 26, Sanatan Mistry Lane, 6th Floor, Howrah - 711106, (61) PUSHAPDHAM ENTERPRISES PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its registered office at 87, Rabindra Sarani, 2nd Floor, Kolkata – 700073 and having Income Tax PAN No. AAHCP1160E, represented by its Director/Authorised Signatory Upmanyu Pathak son of Late Adya Prasad Pathak residing at 26, Sanatan Mistry Lane, 6th Floor, Howrah – 711106, (62) BAHUMULYA TRADING PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its registered office at 87, Rabindra Sarani, 2nd Floor, Kolkata – 700073 and having Income Tax PAN No. AAFCB4478F, represented by its Director/Authorised Signatory Upmanyu Pathak son of Late Adya Prasad Pathak residing at 26, Sanatan Mistry Lane, 6th Floor, Howrah – 711106, (63) BAHUMULYA VYAPAAR PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its registered office at 87, Rabindra Sarani, 2nd Floor, Kolkata – 700073 and having Income Tax PAN No. AAFCB4477L, represented by its Director/Authorised Signatory Upmanyu Pathak son of Late Adya Prasad Pathak residing at 26, Sanatan Mistry Lane, 6th Floor, Howrah – 711106, (64) BAHUMULYA MERCHANTS PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its registered office at 87, Rabindra Sarani, 2nd Floor, Kolkata – 700073 and having Income Tax PAN No. AAFCB4484M, represented by its Director/Authorised Signatory Upmanyu Pathak son of Late Adya Prasad Pathak residing at 26, Sanatan Mistry Lane, 6th Floor, Howrah - 711106 (65) BAHUMULYA DISTRIBUTORS PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its registered office at 87, Rabindra Sarani, 2nd Floor, Kolkata – 700073 and having Income Tax PAN No. AAFCB4483N, represented by its Director/Authorised Signatory Upmanyu Pathak son of Late Adya Prasad Pathak residing at 26, Sanatan Mistry Lane, 6th Floor, Howrah - 711106 (66) PUSHAPDHAM DEALERS PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its registered office at 87, Rabindra Sarani, 2nd Floor, Kolkata – 700073 and having Income Tax PAN No. AAHCP1164A, represented by its Director/Authorised Signatory Upmanyu Pathak son of Late Adya Prasad Pathak residing at 26,



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Sanatan Mistry Lane, 6th Floor, Howrah - 711106 (67) SHIVKRIPA NIRMAAN PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its registered office at 115, Canning Street, Kolkata -700 001 and having Income Tax PAN No. AASCS9305F, represented by its Director/Authorised Signatory Upmanyu Pathak son of Late Adya Prasad Pathak residing at 26, Sanatan Mistry Lane, 6th Floor, Howrah - 711106, (68) SHIVPARIWAR HEIGHTS PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its registered office at 115, Canning Street, Kolkata -700 001 and having Income Tax PAN No. AASCS9301B, represented by its Director/Authorised Signatory Upmanyu Pathak son of Late Adya Prasad Pathak residing at 26, Sanatan Mistry Lane, 6th Floor, Howrah - 711106, (69) SHIVRASHI RESIDENCY PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its registered office at 115, Canning Street, Kolkata -700 001 and having Income Tax PAN No. , represented by its Director/Authorised Signatory Upmanyu Pathak son of Late Adya Prasad Pathak residing at 26, Sanatan Mistry Lane, 6th Floor, Howrah - 711106 and (70) SHIVMANI INFRATECH PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its registered office at 115, Canning Street, Kolkata -700 001 and having Income Tax PAN No. AASCS9302C, represented by its Director/Authorised Signatory Upmanyu Pathak son of Late Adya Prasad Pathak residing at 26, Sanatan Mistry Lane, 6th Floor, Howrah - 711106, hereinafter collectively referred to as the "PURCHASERS" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their and each of their successors-in-interest and/or assigns) of the THIRD PART :

WHEREAS :

- A. One Jogendra Chandra Khan was absolutely seized and possessed of and/or otherwise well and sufficiently entitled to inter alia, several pieces and parcels of land in J.L. No. 9 R. S. No 869, Mouza- Mankundu, Police Station - Bhadreswar, District Sub Registrar Office at Chandannagar, District - Hooghly, hereinafter referred to as "the MANKUNDU PROPERTIES";
- B. By an Indenture of Trust dated 26th June, 1946, hereinafter referred to as "the SAID INDENTURE OF TRUST", made between the said Jogendra Chandra Khan, therein as well as hereinafter referred to as "the SETTLOR" of the One Part and his three grandsons, Ganesh Chandra Khan, Kartick Chandra Khan and Bishnu Chandra Khan and the Settlor, the said Jogendra Chandra Khan, therein collectively referred to as the Trustees of the Other Part and registered in the Office of Registrar of Calcutta in Book No. I, Volume No. 83, at Pages 112 to 154, Being No. 2363 for the year 1946 the Settlor therein transferred, conveyed, assigned and assured in favour of the Trustees therein several massuage, lands, tenaments heriditaments, zamindaries, premises and moneys (including the Mankundu Properties), all of which are hereinafter collectively referred to as "the TRUST ESTATE" to hold the same in trust for the benefit and welfare of the



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Settlor during his lifetime and thereafter for the benefit and welfare of his said three grandsons subject to maintenance and life interest of the Settlor's widow, (Smt.) Jugalmoni Dasi and the widow of the Settlor's pre-deceased son, (Smt.) Janoda Sundari Dasi;

- C. In terms of the Said Indenture Of Trust the Settlor inter alia directed for division of the Trust Estate, in three equal parts or shares and upon the death of the Settlor to appropriate each of the said three divided portions for the use and benefit of each of the said three grandsons of the Settlor subject to the maintenance and life interest of the Settlor's said widow, (Smt.) Jugalmoni Dasi and the widow of the Settlor's pre-deceased son, (Smt.) Janoda Sundari Dasi;
- D. On or about 1st July, 1946 the Settlor, the said Jogendra Chandra Khan died and upon his death the said Ganesh Chandra Khan, Kartick Chandra Khan and Bishnu Chandra Khan continued to administer and manage the said Trust Estate, including the Mankundu Properties, as per the provisions of the Said Indenture Of Trust.
- E. In pursuance of the direction given by the Settlor under the said Indenture Of Trust by a Deed of Declaration dated 4th August, 1954, hereinafter referred to as "the SAID DEED OF DECLARATION" registered in the office of the Registrar of the Assurances, Calcutta in Book No. I, Volume No. I, Being No. 3814 the said Ganesh Chandra Khan, Kartick Chandra Khan and Bishnu Chandra Khan divided the Trust Estate in three equal parts and/or shares which parts and/or shares of the Trust Estate was morefully and particularly described in Lists 'X', 'Y' and 'Z' of the Said Deed Of Declaration and the said Ganesh Chandra Khan, Kartick Chandra Khan and Bishnu Chandra Khan declared that the Trust Estate as described in the Lists 'X', 'Y' and 'Z' of the Said Deed of Declaration are being held, administered and maintained by the said Ganesh Chandra Khan, Kartick Chandra Khan and Bishnu Chandra Khan as trustees;
- F. Inasmuch as owing to inadvertent error Plot No. 1097/1228 comprised in the Mankundu Properties was not included in Trust Estates under Said Indenture Of Trust and that for all purposes it was always the intention of the Settlor to make a trust of all his estates including the said Plot No. 1097/1228 comprised in the Mankundu Properties the said Ganesh Chandra Khan, Kartick Chandra Khan and Bishnu Chandra Khan included the said plot No. 1097/1228 comprised in the Mankundu Property in the Trust Estate by the Said Deed of Declaration;
- G. Inasmuch as in the Said Indenture Of Trust it was inter alia directed by the Settlor therein that the income from the properties mentioned in List 'Y' of the Said Deed Of Declaration be credited to the account of the said Kartick Chandra Khan and upon his death to make over the said properties to the heirs of the said Kartick Chandra Khan by a Deed of Appointment of Trustee dated 23rd November, 1954, hereinafter referred to as "the SAID



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DEED OF APPOINTMENT", made between the said Kartik Chandra Khan, therein referred to as the Continuing Trustee of the First Part and the said Ganesh Chandra Khan and Bishnu Chandra Khan, therein collectively referred to as the Retiring Trustees of the Second Part and the wife of the said Kartick Chandra Khan, (Smt.) Mallika Khan, therein referred to as the New Trustee of the Third Part and registered in the Office of the Registrar of Assurance, Kolkata in Book No. I, Volume No. 125, at Pages 155 to 184, Being No. 5133 for the year 1954 the Retiring Trustees therein retired from the trusteeship and the New Trustee therein was inducted as a new trustee along with the Continuing Trustee and to maintain, administer and manage inter alia a part of the Trust Estate being the properties described in the List 'Y' of the Said Deed Of Declaration;

- H. For proper management and administration of the Trust Estate and for framing a scheme of administration of the Trust Estate the said Ganesh Chandra Khan, Kartik Chandra Khan and Bishnu Chandra Khan filed a suit in the Hon'ble High Court at Calcutta being Administration Suit No. 1019 of 1956, hereinafter referred to as "the SAID ADMINISTRATION SUIT", against the said (Smt.) Jugalmoni Dasi and (Smt.) Janoda Sundari Dasi, one (Smt.) Annapurna Khan, the said (Smt.) Mallika Khan, one (Smt.) Leela Khan, Suresh Chandra Khan, Samaresh Chandra Khan, Arup Kumar Khan, Amit Kumar Khan, (Kumari) Anita Khan, (Kumari) Pronita Khan, (Kumari) Reena Khan, the Vendors herein; viz Ashim Chandra Khan, (Kumari) Hena Khan, (Kumari) Padma Khan, (Kumar) Mita Khan, one Debi Prosad Khan and Ganga Prosad Khan;
- I. By an order and decree dated 10th September, 1956 passed in the Said Administration Suit it was inter alia ordered by the Hon'ble High Court at Calcutta that the said Kartick Chandra Khan and the said (Smt.) Mallika Khan be appointed as Trustees of the properties mentioned in List 'Y' of the Said Deed of Declaration to the exclusion of the all other trustees of the Trust Estate;
- J. By a further order and decree dated 19th March, 1962 passed in the Said Administration Suit the Hon'ble High Court at Calcutta was further pleased to inter alia direct that inasmuch as the said Ganesh Chandra Khan, Kartick Chandra Khan and Bishnu Chandra Khan and their respective family members thought that the their separate Trust Estate as mentioned in the Lists 'X' 'Y' and 'Z' of the Said Deed Of Declaration be separated and administration and management thereof be handed over to each of the said three grandsons of the Settlor interested in the properties allotted to their own branches, the present trustees be discharged and each of the said three grandsons of the Settlor along with their respective wives be appointed as trustees of the properties in which each of them are interested and the Hon'ble High Court at Calcutta was further pleased to direct that the each of the three Trust Estate be vested in the respective new trustees appointed by the said order and decree subject to the right of the said (Smt.) Jugalmoni Dasi and (Smt.) Janoda Sundari Dasi;



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- K. Inasmuch as a part of the Mankundu Properties forms a part and parcel of the said List 'Y' of the Said Deed of Declaration in pursuance of the Said Deed Of Appointment and the said orders dated 10th September, 1956 and 19th March, 1962 passed in the Said Administration Suit the same vested in the Said Kartick Chandra Khan and (Smt.) Mallika Khan;
- L. Or about 29th November, 1967 the said (Smt.) Jugalmohan Dasi died;
- M. On or about 22nd July, 1971 the said (Smt.) Janoda Sundari Dasi died;
- N. Or about 19th November, 1982 the said Kartick Chandra Khan died intestate leaving behind him surviving his wife, the said (Smt.) Mallika Khan, his four daughters, Confirming Party Nos. 1 to 4 herein, the said (Smt.) Hena Saha, (Smt.) Mita Saha, (Smt.) Rita Saha and (Smt.) Padma Saha and his one son, the Second Confirming Party No 5 herein, the said Ashim Kumar Khan as his legal heirs and heiresses who in terms of the Said Indenture Of Trust jointly became absolutely seized and possessed of and/or otherwise well and sufficiently entitled to inter alia a part of the Mankundu Properties, morefully and particularly described in the said List 'Y' of the Said Deed Of Declaration;
- O. In the circumstances the said (Smt.) Mallika Khan and the Confirming Parties herein became absolutely seized and possessed of and/or otherwise well and sufficiently entitled to, inter alia, ALL THAT the piece and parcel of land forming out of the properties comprised in the said List 'Y' of the said Deed of Declaration admeasuring 9.921 Acres, more or less in J.L. No.9, R.S. No. 869, Mouza- Mankundu, R.S. Khatian No. 795, L. R. Khatian Nos. 213/1 and 1056/1, R.S. Dag Nos. 1101 and 1097/1228, L.R. Dag No. 898, Police Station – Bhadreswar, District Sub Registration Office at Chandannagar, District – Hooghly, presently within Bhadreswar Municipality and hereinafter referred to as the "LARGER PLOT";
- P. By a Bengali Bainapatra (Agreement for Sale) dated 18th May, 1993, hereinafter referred to as "the SALE AGREEMENT" made between the said (Smt.) Mallika Khan and the Second Confirming Parties herein, therein collectively referred to as the Grantors of the Sale Agreement and one M/s. Housing Consultancy Private Limited, represented by its Director, Shibabrata Dutta, one (Smt.) Jaba Khan, Sarojit Khan, Shib Shankar Ghosh, Pravat Kumar Dey and Narendra Nath Neogi, therein collectively referred to as the Recipients of the Sale Agreement and registered in the Office of the District Sub-Registrar at Chandannagar, Hooghly in Book No. I, Volume No. 22, at Pages 36 to 44, Being No. 1225 for the year 1993 the Grantors of the Sale Agreement therein for the consideration therein mentioned agreed to sell transfer and convey inter alia the Larger Plot, in favour of the Recipients of the Sale Agreement therein and/or their nominees free from all encumbrances of any nature whatsoever;




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- Q. The said Ashim Chandra Khan filed a suit for partition and administration being Suit No 308 of 1994 in the Hon'ble High Court at Calcutta, hereinafter referred to as "the PARTITION SUIT" against the remaining heirs of Late Kartick Chandra Khan for partition of inter alia the Trust Properties comprised in the said List 'Y' of the Said Deed Of Declaration (including the Larger Plot);
- R. By an order dated 22nd November, 1994 passed by the Hon'ble High Court at Calcutta in the Partition Suit the said Ashim Chandra Khan was appointed as the Receiver over the properties comprised in the said List 'Y' of the Said Deed Of Declaration (including the Larger Plot) and if the parties to the Partition Suit so desired the same could be sold;
- S. After entering into the Sale Agreement by a Bengali Deed of Partnership dated 24th April, 1995 made between the said Housing Consultancy Pvt. Ltd. to as the First Party of the First Part, the said (Smt.) Jaba Khan, therein referred to as the Second Party of the Second Part the said Sarajit Khan, therein referred to as the said Third Party of the Third Part, the said Shib Sankar Ghosh, therein referred to as the Fourth Party of the Fourth Part, the said Pravat Kumar Dey, therein referred to as the Fifth Party of the Fifth Part and the said Narendranath Neogi, therein referred to as the Sixth Party of the Sixth Part and registered in the office of the District Sub Registrar Chandannagar at Hooghly in Book no IV, Volume No.I, at Pages 217 to 226, Being no. 42 for the year 1995 the parties therein agreed to carry on the business of developing and/or commercially exploiting inter alia the Larger Plot in co-partnerships hereinafter referred to as the "SAID PARTNERSHIP BUSINESS" under the name and style of M/s Housing Consultancy & Real Estate Developers, by treating the advance paid under the Sale Agreement as the capital of the Said Partnership Business.
- T. By a Deed of Retirement of Partnership dated 30th April, 1996 made between said Shib Sankar Ghosh, therein referred to as the Retiring Partner of the One Part and the said M/s. Housing Consultancy Private Limited, the said (Smt.) Jaba Khan, the said Sarajit Khan the said Pravat Kumar Dey and the said Narendra Nath Neogi, therein collectively referred to as the Continuing Partners of the Other Part the said Shib Sankar Ghosh upon withdrawing the share of contribution standing to the credit of the said Retiring Partner therein retired from the Said Partnership Business;
- U. By an Indenture of Partnership dated 1st November, 1996, made between the said M/s. Housing Consultancy Private Limited, therein referred to as the First Party of the First Part, therein, the said (Smt.) Jaba Khan, therein referred to as the First Party of the Second Part, the said Sarajit Khan, therein referred to as the Third Party of the Third Part, herein, the said Pravat Kumar Dey therein referred to as the Fourth Party of the Fourth Part and the said Narendra Nath Neogi, therein referred to as the Fifth Party of the Fifth Part the parties therein agreed to continue as partners of the Said Partnership Business;



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V. By an indenture dated 16th November, 1995 made between the Confirming Party No. 5 herein the said Ashim Chandra Khan as the Receiver appointed under the said Partition Suit, therein referred to as the Vendor of the First Part the said Housing Consultancy & Real Estates Developers, therein referred to as the Confirming Party of the Second Part and the Vendor herein, the said Arijit Khan, therein referred to as the Purchaser of the Third Part and registered in the office of the District Sub-Registration at Chandannagore at Hooghly in Book No. 1 Volume No. 13, at Page from 175 to 186, Being No. 555 for the year 1998 the Vendor therein for the consideration therein mentioned sold transferred and conveyed a divided and demarcated portion of the Larger Plot being ALL THAT piece and parcel land at measuring 2 Cottahs, 7 Chittaks and 8 Square Feet, more or less in J. L. No. 9, Mouza- Mankundu, R. S. Khatian No. 795, R. S. Dag No. 1097/1228, L. R. Khatian Nos. 213 and 1056/1 (wrongly typed as 213 and 1056), L. R. Dag No. 898, Police Station- Bhadreswar, District Registration Office at Hooghly, within Bhadreswar Municipality in favour of the Purchaser therein free from all encumbrances of any nature whatsoever.

W. By another indenture dated 16th November, 1998 made between the Confirming Party No. 5 herein the said Ashim Chandra Khan as the Receiver appointed under the said Partition Suit, therein referred to as the Vendor of the First Part, the said Housing Consultancy & Real Estates Developers, therein referred to as the Confirming Party of the Second Part and the said Arijit Khan, therein referred to as the Purchaser of the Third Part and registered in the office of the District Sub-registration at Hooghly in Book No. 1, Volume No. 13 at Page from 227 to 244 Being No. 558 for the year 1998 the Vendor therein for the consideration therein mentioned sold transferred and conveyed a further divided and demarcated portion of the Larger Plot being FIRSTLY ALL THAT piece and parcel land at measuring 14 Chittaks and 10 Square Feet, more or less in J. L. No. 9, Mouza- Mankundu, R. S. Khatian No. 795, R. S. Dag No. 1097/1228, L. R. Khatian Nos. 213/1 and 1056/1 (wrongly printed in the said Indenture as 213 and 1056), L. R. Dag No. 898, Police Station- Bhadreswar, District Registration Office at Hooghly, within Bhadreswar Municipality AND SECONDLY ALL THAT piece and parcel land at measuring 1 Cottah, 8 Chittaks and 10 Square Feet, more or less in J. L. No. 9, Mouza- Mankundu, R. S. Khatian No. 795, R. S. Dag No. 1101, L. R. Khatian Nos. 213/1 and 1056/1 (wrongly printed in the said Indenture as 213 and 1056), L. R. Dag No. 898, Police Station- Bhadreswar, District Registration Office at Hooghly, within Bhadreswar Municipality AGGREGATING IN ALL TO ALL THAT piece and parcel land at measuring 2 Cottahs, 6 Chittaks and 20 Square Feet, more or less in J. L. No. 9, Mouza- Mankundu, R. S. Khatian No. 795, R. S. Dag Nos. 1101 and 1097/1228, L. R. Khatian Nos. 213/1 and 1056/1 (wrongly printed in the said Indenture as 213 and 1056), L. R. Dag No. 898, Police Station- Bhadreswar, District Registration Office at Hooghly, within Bhadreswar Municipality in favour of the Purchaser therein free from all encumbrances of any nature whatsoever.



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- X. By another Indenture dated 16th November, 1996 made between the Confirming Party No. 5 herein the said Ashim Chandra Khan as the Receiver appointed under the Said Partition Suit, therein referred to as the Vendor of the First Part, the said Housing Consultancy & Real Estates Developers therein referred to as the Confirming Party of the Second Part and the said Anil Khan herein therein referred to as the Purchaser of the Third Part and registered in the office of the District Sub Registration at Hooghly in Book No. 1, Volume No. 13 at Page from 213 to 226 Being No. 567 for the year 1996 the Vendors therein for the consideration therein mentioned sold transferred and conveyed a further divided and demarcated portion of the Larger Plot being ALL THAT piece and parcel land at measuring 2 Cottahs, 17 Square Feet, more or less in J. L. No. 9, Mouza- Mankundu, R. S. Khatian No. 795, R. S. Dag No. 1097/1228, L. R. Khatian Nos. 213/1 and 1056/1 (wrongly printed in the said Indentures as 213 and 1056), L. R. Dag No. 898, Police Station- Bhadreswar, District Registration office at Hooghly, within Bhadreswar Municipality in favour of the Purchaser therein free from all encumbrances of any nature whatsoever;
- Y. In the circumstance the Vendor herein became absolutely seized and possessed of FIRSTLY ALL THAT piece and parcel land at measuring 5 Cottahs, 5 Chittaks and 35 Square Feet, more or less in J. L. No. 9, Mouza- Mankundu, R. S. Khatian No. 795, R. S. Dag No. 1097/1228, L. R. Khatian Nos. 213/1 and 1056/1 (wrongly printed in the said Indenture as 213 and 1056), L. R. Dag No. 898, Police Station- Bhadreswar, District Registration Office at Hooghly, within Bhadreswar Municipality, morefully and particularly described in PART - I of the SCHEDULE hereunder written AND SECONDLY ALL THAT piece and parcel land at measuring 1 Cottahs, 8 Chittaks and 10 Square Feet, more or less in J. L. No. 9, Mouza- Mankundu, R. S. Khatian No. 795, R. S. Dag No. 1101, L. R. Khatian Nos. 213/1 and 1056/1 (wrongly printed in the said Indenture as 213 and 1056), L. R. Dag No. 898, Police Station- Bhadreswar, District Registration Office at Hooghly, within Bhadreswar Municipality, morefully and particularly described in PART - II of the SCHEDULE hereunder written AGGREGATING IN ALL TO ALL THAT piece and parcel land at measuring 6 Cottahs and 14 Cottahs, more or less in J. L. No. 9, Mouza- Mankundu, R. S. Khatian No. 795, R. S. Dag Nos. 1101 and 1097/1228, L. R. Khatian Nos. 213/1 and 1056/1, L. R. Dag No. 898, Police Station- Bhadreswar, District Registration office at Hooghly, within Bhadreswar Municipality, morefully and particularly described in various parts in the SCHEDULE hereto and herein after referred to as the SAID LAND;
- Z. By a Deed of Retirement dated 31st July, 2006 made between the said Housing Consultancy Private Limited, therein referred to as the Retiring Partner of the One Part and First Confirming Party No. 1 herein the said (Smt.) Jaba Khan, the said Sarojit Khan, the said Pravat Kumar Dey and the said Narendra Nath Negoi therein collectively referred to as the Continuing Partners of the Other Part the Retiring Partner therein upon



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withdrawing the share of contribution standing to the credit of the Retiring Partner therein referred from the Said Partnership Business;

- AA. By a Deed Partnership dated 1st August, 2006 made between the Said (Smt.) Jaba Khan, therein referred to as the First Party of the First Part the said Seroji Khan, therein referred to as the Second Party of the Second Part, the First Confirming Party No. 3 herein, the said Pravat Kumar Dey, therein referred to as the Third Party of the Third Part, the said Narendra Nath Neogi, therein referred to as the Fourth Party of the Fourth Part and the wife of the said Pravat Kumar Dey viz. (Smt.) Mandira Dey, therein referred to as the Fifth Party of the Fifth Part the parties therein agreed to carry on the Said Partnership Business in co-partnership;
- BB. By an order dated 25th June, 2008 passed by the Hon'ble High Court at Calcutta the Partition Suit was dismissed as not pressed;
- CC. On or about 3rd January, 2009 the said Narendra Nath Neogi died intestate living behind him surviving his wife, (Smt.) Menoka Neogi and his four daughters, viz (Smt.) Dhira Mondal, (Smt.) Indra Ghosh, (Smt.) Mandira Mondal and (Smt.) Sunanda Roy as his legal heirs who jointly inherited the right title and interest of the said Late Narendra Nath Neogi in the Said Partnership Business;
- DD. By an Indenture of partnership dated 12th January, 2009 made between the the said (Smt.) Jaba Khan, therein referred to as the First Party of the First Part, the said Seroji Khan, therein referred to as the Second Party of the Second, the said Pravat Kumar Dey, therein referred to as the Third Party of the Third Part, the said (Smt.) Mandira Dey, therein referred to as the Fourth Party of the Fourth Part and the said (Smt.) Menoka Neogi therein referred to as the Fifth Party of the Fifth Part he said (Smt.) Menoka Neogi was substituted as a partner of the Said Partnership Business in place and stead of Late Narendra Nath Neogi and the parties agreed to carry on the Said Partnership Business in co-partnership;
- EE. By a Bengali Na-Dabi Patra (Deed of Disclaimer) dated 6th March, 2009 the said four daughters of late Narendra Nath Neogi viz the said (Smt.) Dhira Mondal, (Smt.) Indra Ghosh, (Smt.) Mandira Mondal and Smt.) Sunanda Roy disclaimed all their right title and/or interest in the Said Partnership Business and consented to the appointment of their mother, the said (Smt.) Menoka Neogi as the partner of the Said Partnership Business;
- FF. Inasmuch as owing to misinterpretation of the said order dated 22nd November, 1994 passed in the Partition Suit the Confirming Party No. 5 herein, the said Ashim Kumar Khan as Receiver in the said Partition Suit alone sold and conveyed the Said Land in favour of the Vendor herein the Confirming Parties have agreed to join these presents to confirm that all of them including the said Late Mallika Khan for all intentions had the



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deed and consent to the sale of the Said Land in favour of the Vendor herein by the Said Indenture.

GG The Vendor has represented to the Purchasers that

- i. The entirety of the Said Land is in the Khas and vacant possession of the Vendor and no other persons have any right, title and/or interest of any nature whatsoever in the Said Land or any part thereof.
- ii. There are no suits, litigations or legal proceedings pending in respect of the Said Land or any part thereof.
- iii. The right, title and interest of the Vendor in the Said Land is free from all encumbrances and the Vendors have a marketable title thereto.
- iv. The Said Land and/or any part thereof is at present not affected by any requisition or acquisition of any alignment of any authority or authorities under any law and/or otherwise nor any notice or intimation about any such proceedings has been received or come to the notice of the Vendor.
- v. Neither the Said Land nor any part thereof has been attached and/or is liable to be attached under any decree or order of any Court of Law and due to income tax, revenue and any other public demands.
- vi. The Vendor has not in any way dealt with the Said Land whereby the right, title and interest of the Vendor as to the ownership, use, development and enjoyment thereof is or may be affected in any manner whatsoever.

HH. The Vendor with the consent and concurrence of the Confirming Parties herein have agreed to sell and the Purchasers relying on the representation of the Vendor has agreed to purchase the Said Land, more fully and particularly described in various parts of the SECOND SCHEDULE hereunder written and delineated on the map or plan annexed hereto and bordered in colour "RED" thereon for the consideration and on the terms and conditions hereinafter mentioned.

II. The Confirming Parties have joined these presents to give their consent and/or no objections to the sale of the Said Land by the Vendor to the Purchasers.

NOW THIS DEED WITNESSETH as follows:

- I. THAT in pursuance of the said agreement AND in consideration of a sum of Rs. 12,37,500/- (Rupees Twelve Lacs Thirty Seven Thousand And Five Hundred) only of the lawful money of the Union of India paid and to be paid by the Purchasers to the Vendors as will appear from the Memo of Consideration hereunder written and of and from the payment of the same and every part thereof do hereby acquit release and discharge the



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Purchasers as well as the Said Land hereby intended to be sold transferred and conveyed) the Vendor doth hereby with the consent and concurrence of the Confirming Parties indefeasibly grant sell transfer convey assign and assure unto and to the Purchasers the Said Land i.e. FIRSTLY ALL THAT piece and parcel land at measuring 5 Cottahs, 5 Chittaks and 35 Square Feet, more or less in J. L. No. 9, Mouza- Mankundu, R. S. Khatian No. 795, R. S. Dag No. 1097/1228, L. R. Khatian Nos. 213/1 and 1056/1 (wrongly printed in the said Indenture as 213 and 1056), L. R. Dag No. 888, Police Station- Bhadreswar, District Registration Office at Hooghly within Bhadreswar Municipality, morefully and particularly described in PART - I of the SCHEDULE hereunder written AND SECONDLY ALL THAT piece and parcel land at measuring 1 Cottahs, 8 Chittaks and 10 Square Feet, more or less in J. L. No. 9, Mouza- Mankundu, R. S. Khatian No. 795, R. S. Dag No. 1101, L. R. Khatian Nos. 213/1 and 1056/1 (wrongly printed in the said Indenture as 213 and 1056), L. R. Dag No. 888, Police Station- Bhadreswar, District Registration Office at Hooghly, within Bhadreswar Municipality, morefully and particularly described in PART - II of the SCHEDULE hereunder written AGGREGATING IN ALL TO ALL THAT piece and parcel land at measuring 6 Cottahs and 14 Cottahs, more or less in J. L. No. 9, Mouza- Mankundu, R. S. Khatian No. 795, R. S. Dag Nos. 1101 and 1097/1228, L. R. Khatian Nos. 213/1 and 1056/1, L. R. Dag No. 888, Police Station- Bhadreswar, District Registration office at Hooghly, within Bhadreswar Municipality, morefully and particularly described in various parts of the SCHEDULE hereunder written and delineated on the map or plan annexed hereto and bordered in colour "RED" thereon and also all dwelling units and structures thereon absolutely and forever, free from all encumbrances charges liens lispendens claims demands mortgages leases licenses liabilities trusts attachments acquisitions requisitions, executions, prohibitions, restrictions easements and lis pendens OR HOWSOEVER OTHERWISE the Said Land or any part or portion thereof now is or are or at any time or times heretofore was or were situated built and bounded called known numbered described or distinguished TOGETHER WITH all benefits and advantages of ancient and other rights all yards courtyards areas sewers drains ways water courses ditches fences paths and all manner of former and other rights liberties easements privileges walls fences advantages appendages and appurtenances whatsoever to the Said Land or any part thereof belonging or in anywise appertaining to or with the same or any part thereof now are or is or at any time or times heretofore were held used occupied appertaining or enjoyed therewith or reputed to belong or to appertain thereto AND the reversion or reversions remainder or remainders and the rents issues and profits of the Said Land and of any and every part thereof AND all the legal incidences thereof AND all the estate right title interest inheritance possession use trust property claim and demand whatsoever both at law and in equity of the Vendor into or upon and in respect of the Said Land and/or any and every part thereof herein comprised and hereby granted and transferred TOGETHER WITH all deeds pattahs muniments and evidences of title which in anywise exclusively relate to or concern the Said Land or any part or parcel thereof which now are or hereafter shall or




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may be in the custody power possession or control of the Vendors or any person or persons from whom the Vendor can or may procure the same without any action or suit at law or in equity TO HAVE AND TO HOLD the Said Land hereby granted sold conveyed transferred assigned assured or expressed or intended so to be with all rights and appurtenances belonging thereto unto and to the use of the Purchaser absolutely and forever free from all encumbrances charges liens claims demands mortgages leases licences liabilities trusts attachments acquisitions requisitions executions prohibitions restrictions easements and its pendens whatsoever and the Confirming Parties confirm the same.

- 2 AND the Vendor doth hereby covenant with the Purchasers that the Vendor is the absolute and lawful owner of and well and sufficiently seized and possessed of and entitled to the Said Land and every part thereof free from all encumbrances charges and liabilities of whatsoever nature AND the Vendor doth hereby covenant with the Purchasers that he has not at any time heretofore done or executed or knowingly suffered or been party or privy to any act deed matter or thing whereby or by reason whereof the Said Land hereby granted sold conveyed transferred assigned and assured or expressed or so intended to be was or is encumbered in title estate or otherwise or by reason whereof the Vendor may or can be prevented from granting selling conveying assigning and assuring the Said Land or any part thereof in the manner aforesaid AND THAT NOTWITHSTANDING any act deed or thing by the Vendor done executed or knowingly suffered to the contrary the Vendor at the time of execution of these presents are the absolute and lawful owner of and/or otherwise well and sufficiently seized and possessed of and entitled to the Said Land hereby granted sold conveyed transferred assigned assured or expressed so to be and every part thereof for a perfect and indefeasible estate or inheritance without any manner or condition use trust or other thing whatsoever to alter defeat encumber or make void the same AND THAT NOTWITHSTANDING any such act deed or thing whatsoever as aforesaid the Vendor now has in himself good right full and absolute power to grant sell convey transfer assure and assign the Said Land hereby granted sold conveyed transferred and assured or expressed so to be unto and to the use of the Purchasers in the manner and on the conditions aforesaid AND THAT the Vendor has duly made over possession of the Said Land to the Purchasers herein and the Purchasers has received and accepted the same without any dispute, demand or claim whatsoever against the Vendor and the Confirming Parties confirm the same.

- 3 AND THAT the Purchasers shall and may at all times hereafter at its own costs, charges and expenses peaceably and quietly enter into hold possess and enjoy the same and receive and take the rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the Vendor or any person or persons lawfully or equitably claiming from under or in trust for the Vendor or any of their predecessors in title or any one of them AND THAT the Purchasers shall be free and




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clear and freely and clearly and absolutely acquitted exonerated released and discharged or otherwise by and at the costs and expenses of the Vendor well and sufficiently saved defended and kept harmless and indemnified of from and against all and all manner of former or other estates encumbrances charges liens claims demands mortgages leases licences liabilities trusts attachments executions prohibitions restrictions easements and incumbrances whatsoever suffered or made or liabilities created in respect of the Said Land by the Vendor or by any person or persons lawfully and equitably claiming from under or in trust for the Vendor or his predecessors in title or any of them as aforesaid or otherwise and the Confirming Parties confirm the same

4. AND THAT all rates taxes and other impositions and/or outgoings payable in respect of the Said Land upto the date of execution of these presents as and when assessed by the authorities concerned shall be payable by the Vendor and those relating to the period subsequent to the date of execution of these presents shall be payable by the Purchaser.
5. AND THAT the Vendor never held and does not hold any excess vacant land within the meaning of the Urban Land (Ceiling & Regulation) Act, 1976 and the Said Land or any part thereof has not been affected or vested under the Urban Land (Ceiling & Regulation) Act, 1976 AND THAT no certificate proceedings and/or notice of attachment is subsisting under the Income Tax Act 1961 AND THAT at present no notice, which is or may be subsisting, has been served on the Vendor for the acquisition of the Said Land or any part thereof under the Land Acquisition Act, 1954 or under any other law or Acts and/or Rules made or framed thereunder and the Vendor has no knowledge of issue of any such notice or notices for the time being subsisting under the above Acts and/or Rules for the time being in force affecting the Said Land or any part thereof AND THAT at present no suit and/or proceeding is pending in any Court of law affecting the Said Land and/or any part or portion thereof nor the same has been lying attached under any writ or attachment of any Court or Revenue Authority AND FURTHER THAT the Vendor and all persons having or lawfully or equitably claiming any right title interest or estate whatsoever in the Said Land or any part thereof from through under or in trust for the Vendor shall and will from time to time and at all times hereafter at the request and costs of the Purchaser make do acknowledge and execute all such acts deeds matters and things whatsoever for further better and more perfectly and effectually granting and assuring the Said Land and every part thereof unto and to the use of the Purchaser as shall or may be reasonably required and the Confirming Parties confirm the same.
6. AND THAT the Confirming Parties herein hereby covenant with the Vendor and the Purchasers that the Confirming Parties have surrendered their all right, title and interest of any nature whatsoever in the Said Land in favour of the Purchasers and that the Vendor has full liberty to sell the Said Land in favour of the Purchasers free all encumbrance and that the Confirming Parties further confirm that the Confirming Parties shall not at any time in the future claim any right, title and interest in the Said Land in




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Chandernagore, Hooghly

29 MAY 2013

OR HOWSOEVER the same now or is or heretofore were or was butted bounded called known numbered described or distinguished.

IN WITNESS WHEREOF the Parties hereto have executed these presents the day, month and year first above written.

SIGNED AND DELIVERED by the VENDOR at Chandannagore, Hooghly in the presence of:

- 1) Ranajit Kundu
10, old Post Office St.
KOL-700 001

Arijit Khan
represented through his
Constituted Attorney
Rodeep Tugalia.

- 2) Swapan Kumar Dhar
Chinsurah Court
Hooghly

SIGNED AND DELIVERED by the CONFIRMING PARTIES at Chandannagore, Hooghly in the presence of:

- 1) Ranajit Kundu
10, old Post Office St.
KOL-700 001,

Hena Saha
Mity Saha
Rita Saha
Padma Saha
Ashim chandra Khan
all represented through
their Constituted Attorney

Ranilinkha

- 2) Swapan Kumar Dhar
Chinsurah Court
Hooghly

h.



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[Chandannagar, Hooghly]

29 MAY 2013

RECEIPT AND MEMO OF CONSIDERATION

RECEIVED from the within named Purchaser the within mentioned sum of Rs. 12,37,500/- (Rupees Twelve Lacs Thirty Seven Thousand And Five Hundred) only towards part payment of the Total Consideration for sale of the Said Land in terms of the SCHEDULE herein above written in the manner as follows:

DATE	DD Nos.	Bank & Branch	Amount	Favouring
07-05-2013	517572	Oriental Bank of Commerce Chowringhee Branch	Rs. 9,00,000/-	Arijit Khan
07-05-2013	517573	Oriental Bank of Commerce Chowringhee Branch	Rs 3,37,500/-	Arijit Khan
			Rs 12,37,500/-	

(Rupees Twelve Lacs Thirty Seven Thousand And Five Hundred) only

WITNESSES

1) Ranajit Kundu
10, old Post Office St.
Kolkata-700001

2) Swapan Kumar Dhar
Chinsurah Court
Hooghly

Arijit Khan
represented through his
Constituted Attorney
Radeep Fugalia.

VENDOR

Drafted by me


(Raghunath Ghose)
Advocate
High Court, Calcutta.



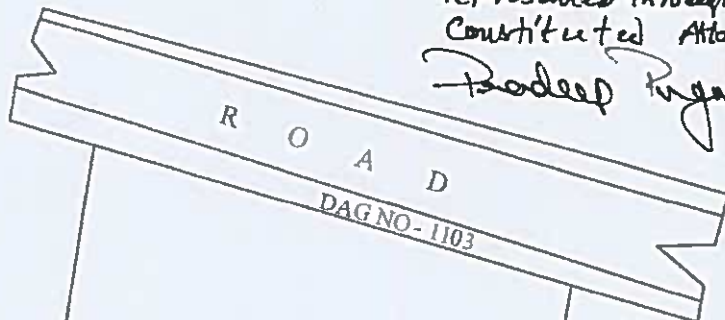
2012
Addl. District Sub-Registrar
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29 MAY 2013

DEED PLAN OF PLOT NO- B10,B11,B12,
 L.R DAG NO - 898(P), L.R KHATIAN NO- 213 /1,1056 /1,
 R.S DAG NO - 1101(P), 1097/1228(P). R.S KHATIAN
 NO- 795,796, MOUZA- MANKUNDU, J.L NO-9,
 P.S.-BHADRESWAR, DIST- HOOGHLY.
 AREA OF RED PORTION - 6 KH.14 CH.0SFT.

SCALE - 16'FT = 1"INCH

Anjit Khan
 represented through his
 Constituted Attorney
Randeep Tugalia.



DAG NO - 1101

11.75	6
B/10	14.25
11.5	11.5
B/11	14.25
9.50	9.50
B/12	14.25

DAG NO - 1228

SIDS YAH P S



Hena Saha
 Mita Saha
 Rita Saha
 Padma Saha
 Ashim Chandra Khan
 all represented through their
 Constituted Attorney

Javir Fikha
 Javir Uddin Ahmed.

DRAWN BY-
 (AS DRL)

HALDER TECHNO SERVICE
JAHIR UDDIN AHMED
 Building Planner, Estimator & Surveyor
 Bowbazar, Khaleesi, Chandannagar
 Hooghly

CMC Lic. No. 48



Government Of West Bengal
Office Of the A.D.S.R. CHANDANNAGAR
District:-Hooahly

Endorsement For Deed Number : I - 01673 of 2013
(Serial No. 01830 of 2013 and Query No. 0604L000002947 of 2013)

On 29/05/2013

Certificate 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 : 23, 4, 5 of Indian Stamp Act 1899. also under section 5 of West Bengal Land Reforms Act, 1955; Court fee stamp paid Rs.10/-

Payment of Fees:

Amount by Draft

Rs. 18131/- is paid , by the draft number 999243, Draft Date 25/05/2013, Bank Name State Bank of India, High Court, received on 29/05/2013

(Under Article : A(1) = 18117/- ,E = 14/- on 29/05/2013)

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.-16,47,812/-

Certified that the required stamp duty of this document is Rs.- 98889 /- and the Stamp duty paid as: Impresive Rs.- 5000/-

Deficit stamp duty

Deficit stamp duty Rs. 93909/- is paid , by the draft number 999240, Draft Date 25/05/2013, Bank : State Bank of India, High Court, received on 29/05/2013

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

Presented for registration at 13.59 hrs on :29/05/2013, at the Office of the A.D.S.R. CHANDANNAGAR by Pradeep Pugalia , one of the Executants.

Executed by Attorney

Execution by

1. Pradeep Pugalia, son of Sumer Mal Pugalia , 8/1 Lal Bazar Street, District -Kolkata, WEST BENGAL, India, Pin :-700001 By Caste Hindu By Profession: Others,as the constituted attorney of Arijit Khan is admitted by him.
2. Ravi Prakash Pincha, son of Late Sanchia Lal Pincha , 7 Swallo Lane, District:-Kolkata, WEST BENGAL, India, Pin :-700001 By Caste Hindu By Profession: Others,as the constituted attorney of 1. Hena Saha 2. Mita Saha 3. Rita Saha 4. Padma Saha 5. Ashim Chandra Khan is admitted by him.

Identified By Ranajit Kundu, son of Late Chittaranjan Kundu, 10, Old Post Office Street, Thana:-Hare Street, District:-Kolkata, WEST BENGAL, India, Pin :-700001, By Caste: Hindu, By Profession: Others.



(Rezaul Huq)
A. D. S. R. CHANDANNAGAR

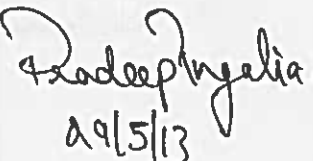
(Rezaul Huq)
A. D. S. R. CHANDANNAGAR
EndorsementPage 1 of 1

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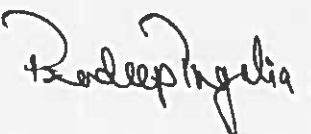
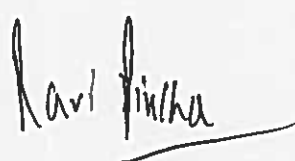
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Government of West Bengal
Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue
Office of the A.D.S.R. CHANDANNAGAR, District- Hooghly
Signature / LTI Sheet of Serial No. 01830 / 2013, Deed No. (Book - I , 01673/2013)

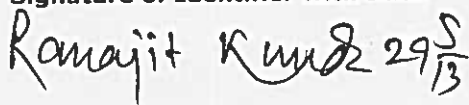
I . Signature of the Presentant

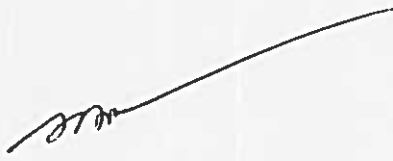
Name of the Presentant	Photo	Finger Print	Signature with date
Pradeep Pugalia 8/1 Lal Bazar Street, District:-Kolkata, WEST BENGAL, India, Pin :-700001	 29/05/2013	 LTI 29/05/2013	 29/5/13

II . Signature of the person(s) admitting the Execution at Office.

Sl No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Pradeep Pugalia Address -8/1 Lal Bazar Street, District:-Kolkata, WEST BENGAL, India, Pin :-700001	Attorney	 29/05/2013	 LTI 29/05/2013	
2	Ravi Prakash Pincha Address -7 Swallo Lane, District:-Kolkata, WEST BENGAL, India, Pin :-700001	Attorney	 29/05/2013	 LTI 29/05/2013	

Name of Identifier of above Person(s)
Ranajit Kundu
10, Old Post Office Street, Thana:-Hare Street,
District:-Kolkata, WEST BENGAL, India, Pin :-700001

Signature of Identifier with Date

29/5/13



(Rezaul Huq)
A. D. S. R. CHANDANNAGAR
Office of the A.D.S.R. CHANDANNAGAR

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 6
Page from 1728 to 1758
being No 01673 for the year 2013.



R. Huq

(Rezaul Huq) 31-May-2013
A. D. S. R. CHANDANNAGAR
Office of the A.D.S.R. CHANDANNAGAR
West Bengal

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