01787/2014

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INDIA NON JUDICIAL

WEST BENGAL

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Certified that the Document is admitted to Registration. The Sugastural Sizes and the endors amen's all and a although are the part of this Gueuro

CONVEYANCE

Place: Kolkata

Parties

A.P. Gupta. Ry

A.P. Gupla. Ny

MEGAPIX COMPLEX PRIVATE LIMITED

1 1 NOV 2013 1 / NOV 2013

SURANJAN MUKHERVEE

- Amit Prasad Gupta.

Bijay Prosad Gupt Son of Late rehagendre Pd Gupta. A. P. Devi Load. Near Shrotrivahalaga Prof P.S. Tetagars. 20L- 700119 (Business





Government Of West Bengal Office Of the A.R.A. - II KOLKATA District:-Kolkata

Endorsement For Deed Number : I - 02538 of 2014 (Serial No. 01787 of 2014 and Query No. 1902L000004843 of 2014)

On 13/02/2014

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

Presented for registration at 19.06 hrs on :13/02/2014, at the Private residence by Rajesh Agarwal ,Claimant.

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

Execution is admitted on 13/02/2014 by

- 1. Amit Prasad Gupta, son of R P Gupta, 5/4, A N Devi Road, Purani Bazar, Thana:-Titagarh, District:-North 24-Parganas, WEST BENGAL, India, , By Caste Hindu, By Profession: Others
- Rajesh Agarwal

Authorised Signatory, Megapix Complex Pvt Ltd, 2nd Floor, 101, Park Street, Kol, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, Pin:-700016.

, By Profession : Others

Identified By Bijay Prasad Gupta, son of Late K Pd Gupta, A P Devi Road, Near Shastri Vidhalaya, Kol, Thana:-Titagarh, P.O.:-Titagarh, District:-North 24-Parganas, WEST BENGAL, India, Pin:-700119, By Caste: Hindu, By Profession: Business.

(Dulal chandra Saha) ADDL. REGISTRAR OF ASSURANCES-II

On 15/02/2014

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.-20,00,000/-
- Certified that the required stamp duty of this document is Rs.- 120020 /- and the Stamp duty paid as: Impresive Rs.- 10/-

(Dulal chandra Saha) ADDL. REGISTRAR OF ASSURANCES-II

On 27/02/2014

Payment of Fees:

Amount by Draft

Rs. 22087/- is paid , by the draft number 294211, Draft Date 13/02/2014, Bank Name State Bank of India, DALHOUSIE SQUARE, received on 27/02/2014

(Under Article: A(1) = 21989/-, E = 14/-, I = 55/-, M(a) = 25/-, M(b) = 4/-, on

on 27/02/2014)

Deficit stamp duty

Deficit stamp duty

(Dulal chandraSaha)
ADDL. REGISTRAR OF ASSURANCES-II

EndorsementPage 1 of 2

28/02/2014 15:35:00



Government Of West Bengal Office Of the A.R.A. - II KOLKATA District:-Kolkata

Endorsement For Deed Number : I - 02538 of 2014 (Serial No. 01787 of 2014 and Query No. 1902L000004843 of 2014)

- Rs. 100020/- is paid , by the draft number 294206, Draft Date 13/02/2014, Bank : State Bank of India, DALHOUSIE SQUARE, received on 27/02/2014
- 2. Rs. 20000/- is paid, by the draft number 294564, Draft Date 24/02/2014, Bank: State Bank of India, .DALHOUSIE SQUARE, received on 27/02/2014

(Dulal chandra Saha) ADDL. REGISTRAR OF ASSURANCES-II

On 28/02/2014

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, 5 of Indian Stamp Act 1899.

(Dulal chandra Saha) ADDL. REGISTRAR OF ASSURANCES-II



ADDITIONAL REGISTRAR
OF ASSURANCES AS KOLKS.
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(Dulal chandraSaha) ADDL. REGISTRAR OF ASSURANCES-II

EndorsementPage 2 of 2

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3.1 Amit Prasad Gupta, son of Rabindra Prasad Gupta, residing at 5/4, A.N. Devi Road, Purani Bazar, Police Station Titagarh, District North 24 Parganas (Vendor, includes successors-in-interest)

And

3.2 Megapix Complex Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at 2nd Floor, 101, Park Street, Police Station Park Street, Kolkata-700016 [PAN AAICM2209C], represented by its authorized signatory, Rajesh Agarwal, son of Omprakash Agarwal, of 99A, Park Street, Police Station Park Street, Kolkata-700016 (Purchaser, includes successors-in-interest).

Vendor and Purchaser are hereinafter individually referred to as such or as Party and collectively as Parties.

NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

4. Subject Matter of Conveyance

4.1

Said Property: Land classified as bastu (homestead) measuring 2.0814 (two point zero eight one four) decimal, more or less, out of 29 (twenty nine) decimal, being portion of R.S. Dag No. 737, corresponding L.R. Dag No. 1661, recorded in L.R. Khatian No. 3515, Mouza Patulia, J.L. No. 4, Police Station Khardah, within the jurisdiction of Khardaha Canada Cana Emphasia (BCP), Sub-Registration District Barackpore, District North 24 Parganas, more fully described in the **Schedule** below and the said R.S. Dag No. 737 being delineated on Plan annexed hereto and bordered in colour Red thereon (Said Property) together with all title, benefits, easement, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendor in the Said Property and appurtenances and inheritances for access and user thereof, free from all encumbrances.

5. Background, Representations, Warranties and Covenants

- 5.1 Representations and Warranties Regarding Title: The Vendor has made the following representations and given the following warranties to the Purchaser regarding
- 5.1.1 Ownership of Mother Property: Ashutosh Baishya was the sole and absolute owner of land classified as bastu (homestead) measuring 6.2442 (six point two four four two) decimal, more or less, out of 29 (twenty nine) decimal, being portion of R.S. Dag No. 737, corresponding L.R. Dag No. 1661, recorded in L.R. Khatian Nos. 1065, Mouza Patulia, J.L. No. 4, Police Station Khardah, within the jurisdiction of PGP, Sub-Registration District Barackpore, District North 24 Parganas (Mother Property), free from all encumbrances

Sale to Vendor: By a Deed of Conveyance dated 27th July 2011, registered in the 5.1.2Office of Additional District Sub-Registrar, Barrackpore, in Book No. I, CD Volume No. 28, at Pages 1207 to 1220, being Deed No. 07068 for the year 2011. Ashutosh Baishya sold, conveyed and transferred his right, title and interest in the Mother Property in favour of Rabindra Prasad Gupta, Amit Prasad Gupta (the Vendor hereinabove) and Rahul Prasad Gupta, free from all encumbrances, each having 1/3rd

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(one third) share in the Mother Property, free from all encumbrances. The details about the ownership of the Mother Property are given in the chart below:

R.S. Dag No.	L.R. Dag No.	Khatian No.	Area (in Dec)	Remarks
737	1661	1065	2.0814	Ownership of Rabindra Prasad Gupta
737	1661	1065	2.0814	Ownership of Amit Prasad Gupta
737	1661	1065	2.0814	Ownership of Rahul Prasad Gupta
		Total	6.2442	

- 5.1.3 Ownership of Vendor: In the abovementioned circumstances the Vendor has become the sole and absolute owner of the Said Property out of Mother Property, free from all encumbrances.
- 5.1.4 Mutation: The Vendor got his name mutated in the records of Block Land and Land Reforms Office, Barrackpore in respect of L.R. Khatian No. 3515, free from all encumbrances.
- 5.1.5 Absolute Ownership of Said Property: In the abovementioned circumstances the Vendor has become the sole, recorded and absolute owner of the Said Property out of Mother Property, free from all encumbrances.
- 5.2 Representations, Warranties and Covenants Regarding Encumbrances: The Vendor represents, warrants and covenants regarding encumbrances as follows:
- 5.2.1 No Acquisition/Requisition: The Vendor has not received any notice from any authority for acquisition, requisition or vesting of the Said Property and declares that the Said Property is not affected by any scheme of the Panchayet Authority or Government or any Statutory Body.
- 5.2.2 No Excess Land: The Vendor does not hold any excess vacant land under the Urban Land (Ceiling and Regulation) Act, 1976 or any excess land under the West Bengal Land Reforms Act, 1955 or the West Bengal Estates Acquisition Act, 1953.
- 5.2.3 No Encumbrance by Act of Vendor: The Vendor has not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing, including grant of right of easement, whereby the Said Property or any part thereof can or may be impeached, encumbered or affected in title.
- 5.2.4 Right, Power and Authority to Sell: The Vendor has good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the Said Property to the Purchaser.
- 5.2.5 **No Dues:** No tax in respect of the Said Property is due to the local authority and/or any other authority or authorities and no Certificate Case is pending for realization of any dues from the Vendor.

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- 5.2.6 No Right of Pre-emption: No person or persons whosoever have/had/has any right of pre-emption over and in respect of the Said Property or any part thereof.
- 5.2.7 No Mortgage: No mortgage or charge has been created by the Vendor by depositing the title deeds or otherwise over and in respect of the Said Property or any part thereof.
- 5.2.8 Free From All Encumbrances: The Said Property is now free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, lis pendens, uses, debutter, trusts, prohibitions, Income Tax attachments, financial institution charges, statutory prohibitions, acquisitions, requisitions, vestings, bargadars and liabilities whatsoever or howsoever made or suffered by the Vendor or any person or persons having or lawfully, rightfully or equitably claiming any estate or interest therein through, under or in trust for the Vendor or the Vendor's predecessors-in-title and the title of the Vendor to the Said Property is free, clear and marketable.
- 5.2.9 No Personal Guarantee: The Said Property is not affected by or subject to any personal guarantee for securing any financial accommodation.
- 5.2.10 No Bar by Court Order or Statutory Authority: There is no order of Court or any other statutory authority prohibiting the Vendor from selling, transferring and/or alienating the Said Property or any part thereof.

6. Basic Understanding

- 6.1 Agreement to Sell and Purchase: The basic understanding between the Parties is that the Vendor will sell the Said Property to the Purchaser free from all encumbrances of any and every nature whatsoever and with good, bankable and marketable title and together with khas, vacant, peaceful and physical possession and the Purchaser will purchase the same on the representations, warranties and covenants mentioned in Clauses 5.1 and 5.2 and their sub-clauses mentioned above (collectively Representations).
- 6.2 Surrender/Transfer of Rights: Maa Amba Infrastructure Private Limited, having its office at B-401, 4th Floor, City Centre, Salt Lake, Kolkata-700064 (First Company) had contractual transferable interest and/or right in the Said Property. Suman Construction Company Private Limited, 4, Ratan Sarkar Garden Street, Kolkata -700007 (Second Company) had contracted with the Purchaser to cause the sale of the Said Property to the Purchaser directly from the Vendor and to cause the First Company to surrender all its rights, interests and claims, of any and every nature whatsoever, for a consolidated consideration, which included the price to be paid to the Vendor and the compensation to be paid to the First Company as well as the profit of the Second Company. Pursuant to the above, the Second Company is causing sale of the Said Property by the Vendor directly to the Purchaser by this Conveyance. It is also recorded that by virtue of commercial negotiation and amicable settlement with the First Company, the First Company surrendered all its rights, interests and claims, of any and every nature whatsoever, in favour of the Purchaser for mutually agreed consideration and the Second Company also confirmed that it has released/transferred all its rights in the Said Property to the Purchaser, for mutually agreed consideration.

7. Transfer

7.1 Hereby Made: The Vendor hereby sells, conveys and transfers to the Purchaser the entirety of the Vendor's right, title and interest of whatsoever or howsoever nature in

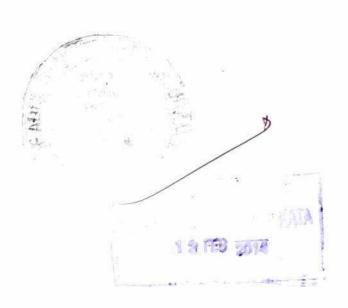
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the Said Property, more fully described in the **Schedule** below, being land classified as bastu (homestead) measuring 2.0814 (two point zero eight one four) decimal, more or less, out of 29 (twenty nine) decimal, being portion of R.S. Dag No. 737, corresponding L.R. Dag No. 1661, recorded in L.R. Khatian No. 3515, Mouza Patulia, J.L. No. 4, Police Station Khardah, within the jurisdiction of **Police**, Sub-Registration District Barackpore, District North 24 Parganas and the said R.S. Dag No. 737 being delineated on **Plan** annexed hereto and bordered in colour **Red** thereon, **together with** all title, benefits, easement, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendor in the Said Property and appurtenances and inheritances for access and user thereof, free from all encumbrances.

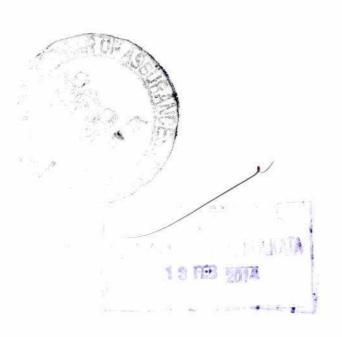
- 7.2 Total Consideration: The aforesaid transfer is being made in consideration of a sum of Rs.20,00,000/- (Rupees twenty lac) paid by the Purchaser to the Vendor, receipt of which the Vendor hereby as well as by the Receipt and Memo of Consideration hereunder written, admits and acknowledges.
- 8. Terms of Transfer
- 8.1 Salient Terms: The transfer being effected by this Conveyance is:
- 8.1.1 Sale: a sale within the meaning of the Transfer of Property Act, 1882.
- 8.1.2 **Absolute:** absolute, irreversible and perpetual.
- 8.1.3 Free from Encumbrances: free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, lis pendens, uses, debutter, trusts, prohibitions, Income Tax attachments, financial institution charges, statutory prohibitions, acquisitions, requisitions, vestings, bargadars and liabilities whatsoever or howsoever made or suffered by the Vendor or any person or persons having or lawfully, rightfully or equitably claiming any estate or interest therein through, under or in trust for the Vendor or the Vendor's predecessors-in-title.
- 8.1.4 Together with All Other Appurtenances: together with all other rights the Vendor has in the Said Property and all other appurtenances including but not limited to customary and other rights of easements for beneficial use of the Said Property.
- 8.2 **Subject to:** The transfer being effected by this Conveyance is subject to:
- 8.2.1 Indemnification: Indemnification by the Vendor about the correctness of the Vendor's title and authority to sell and this Conveyance is being accepted by the Purchaser on such express indemnification by the Vendor about the correctness of the Vendor's title, which if found defective or untrue at any time, the Vendor shall, at the costs, expenses, risk and responsibility of the Vendor, forthwith take all necessary steps to remove and/or rectify.
- 8.2.2 Transfer of Property Act: All obligations and duties of vendor and vendee as provided in the Transfer of Property Act, 1882, save as contracted to the contrary hereunder.
- 8.3 **Delivery of Possession:** Khas, vacant, peaceful and physical possession of the Said Property has been handed over by the Vendor to the Purchaser.

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- 8.4 Outgoings: All statutory revenue, cess, taxes, surcharge, outgoings and levies of or on the Said Property, relating to the period till the date of this Conveyance, whether as yet demanded or not, shall be borne, paid and discharged by the Vendor, with regard to which the Vendor hereby indemnifies and agrees to keep the Purchaser fully and comprehensively saved, harmless and indemnified.
- 8.5 Holding Possession: The Vendor hereby covenants that the Purchaser and the Purchaser's successors-in-interest and/or assigns shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said Property and every part thereof exclusively and receive rents, issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Purchaser, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Vendor or any person or persons lawfully or equitably claiming any right or estate therein from under or in trust from the Vendor and it is further expressly and specifically covenanted, confirmed and declared by the Vendor that notwithstanding anything contained in any law for the time being in force or enacted later or any custom or practice or other form of equitable right or remedy available to the Vendor, the Vendor shall not at any time in future claim any right of pre-emption, right of passage (whether of men, materials, water and other utilities), right of way, means of access, easement of use or any other right of any nature whatsoever or howsoever over and above the Said Property, even if the balance portion of the Dag (from which the Said Property has been carved out) is land-locked and does not have any public or private means of access and the Vendor hereby expressly waives, surrenders and gives up each and everyone of the aforesaid rights.
- 8.6 Indemnity: The Vendor hereby covenants that the Vendor or any person claiming under the Vendor in law, trust and equity shall, at all times hereafter, indemnify and keep indemnified the Purchaser and/or the Purchaser's successors-in-interest and assigns, of, from and against any loss, damage, costs, charges and expenses which may be suffered by the Purchaser and/or the Purchaser's successors-in-interest and assigns by reason of any encumbrance on the Said Property.
- No Objection to Mutation and Conversion: The Vendor covenants, confirms and 8.7 declares that (1) the Purchaser shall be fully entitled to mutate the Purchaser's name in all public and statutory records and the Vendor hereby expressly (a) consents to the same and (b) appoints the Purchaser as the constituted attorney of the Vendors and empowers and authorizes the Purchaser to sign all papers and documents and take all steps whatsoever or howsoever in this regard and (2) the Vendor is fully aware that the Purchaser shall convert the nature of use and classification of the Said Property from agricultural to non-agricultural/housing for construction of a housing complex and the Purchaser shall be fully entitled to do the same in all public and statutory records and the Vendors hereby expressly (a) consents to the same, notwithstanding the nature of use and classification of the balance portion of the Dag (from which the Said Property has been carved out) being and remaining agricultural and (b) appoints the Purchaser as the constituted attorney of the Vendor and empowers and authorizes the Purchaser to sign all papers and documents and take all steps whatsoever or howsoever in this regard. Notwithstanding such grant of powers and authorities, the Vendor undertakes to cooperate with the Purchaser in all respect to cause mutation of the Said Property in the name of the Purchaser and conversion of the nature of use and classification thereof from agricultural to non-agricultural/housing and in this regard shall sign all documents and papers as required by the Purchaser.





8.8

Further Acts: The Vendor hereby covenants that the Vendor or any person claiming under them, shall and will from time to time and at all times hereafter, upon every request and at the cost of the Purchaser and/or its successors-in-interest and assigns, do and execute or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Said Property.

Schedule (Said Property)

Land classified as bastu (homestead) measuring 2.0814 (two point zero eight one four) decimal, more or less, out of 29 (twenty nine) decimal, being portion of R.S. Dag No. 737, corresponding L.R. Dag No. 1661, recorded in L.R. Khatian No. 3515, Mouza Patulia, J.L. No. 4, Police Station Khardah, within the jurisdiction of Parather Gran Khardaha Barchanas, Sub-Registration District Barackpore, District North 24 Parganas and the Municipality said R.S. Dag No. being delineated on Plan annexed hereto and bordered in colour Red thereon and butted and bounded as follows:

On the North

By R.S. Dag No. 737

On the East

By Plot No. 3

On the South

By Road

On the West

By 30" (thirty feet) wide Old Calcutta Road

Together with all title, benefits, easement, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendor in the Said Property and appurtenances and inheritances for access and user thereof.

The Said Property is tabulated in the Chart below:

Mouza	R.S Dag No.	L.R. Dag No.	L.R. Khatian No.	Total Area of <i>Dag</i> (in decimal)	Total Area sold (in decimal)	Name of the Owner
Patulia	737	1661	3515	29	2.0814	Amit Prasad Gupta



9.	Execution	and	Del	livery
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9.1 In Witness Whereof the Parties have executed and delivered this Conveyance on the date mentioned above.

Amit prasad Gripta

(A. P. Gigta)

[Amit Prasad Gupta]

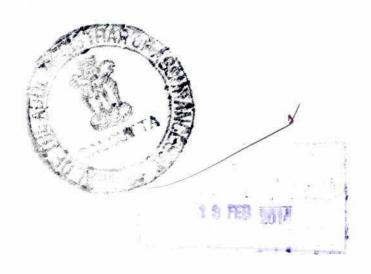
[Vendor]

[Megapix Complex Private Limited]
[Authorized Signatory]
[Purchaser]

Drafted By Advocate

Witnesses:

Signature Bijay Prosad Gupta	Signature Kernsleitwill Revie
Name Danjary Proson Gulla	Name Komalausti Devi
Father's Name Late Khagenoha Pol	Father's Name Ram Ganesh Gulsta
Address A. P. Devi Road.	
P.O. & P.S. Pitagash - KOL 119	Kol- 700119



Receipt and Memo of Consideration

Received from the within named Purchaser the within mentioned sum of Rs.20,00,000/-(Rupees twenty lac) towards full and final payment of the consideration for sale of the Said Property described in the **Schedule** above, in the following manner:

Mode	Date	Bank	Amount (Rs.)
By Pay Order vide No. 388976	08.02.2014	Axis Bank Ltd.	20,00,000/-
		Total	20,00,000/-

Amit prasad Gupta.

(A P. Gueta)
[Amit Prasad Gupta] [Vendor]

Witnesses:

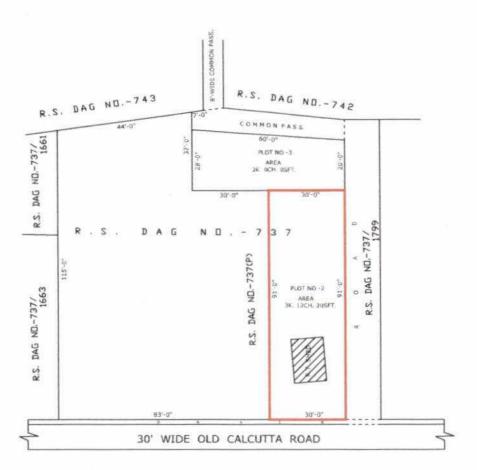
Signature Kernelewati Deri Name Kamplawoti zeri

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SITE PLAN OF R.S. DAG NO.- 737 CORRESPONDING L.R. DAG NO.- 1661, L.R. KHATIAN NO.- 3515, MOUZA - PATULIA, J.L. NO.- 4, P.S. -KHARDAH, UNDER KHARDAH MUNICIPALITY, WARD NO. 3 DIST. - NORTH 24 **PARGANAS**

Total Area in Dag No.737 is 29 Decimal





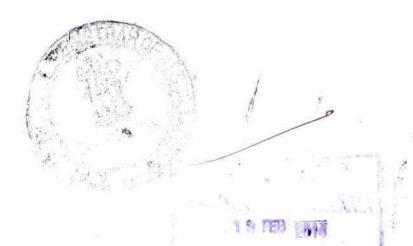
Megapix Complex Private Limited

Amit prasad Gupta (A.P. Guffa) NAME & SIGNATURE OF THE VENDOR:

NAME & SIGNATURE OF THE PURCHASER

LEGEND: 2.0814 DECIMAL UNDIVIDED BASTU LAND OUT OF DIVIDED AND DEMARCATED 6.2442 DECIMAL EQUIVALENT TO 03K. 12CH. 20 SFT. LAND IN R.S. DAG NO. 737 CORRESPONDING L.R. DAG NO. 1661.

SHOWN THUS:



SPECIMEN FORM TEN FINGER PRINTS

SI. No.	Signature of the executants and/or purchaser Presentants	£.,			-	
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	RKAJ.					
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		Little	Ring	Middle (Left	Fore Hand)	Thumb
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		Thumb	Fore	Middle (Right	Ring Hand)	Little
		Little	Ring	Middle (Left	Fore	Thumb
			А			
		Thumb	Fore	Middle (Right	Ring Hand)	Little



Dated this 13" day of february, 2014

Between

Amit Prasad Gupta ...Vendor

And

Megapix Complex Private Limited ...Purchaser

CONVEYANCE

Portions of R.S. Dag No. 737 L.R. Dag No. 1661 Mouza Patulia Police Station Khardah District North 24 Parganas

Saha & Ray

Advocates 3A/1, 3rd floor Hastings Chambers 7C, Kiran Sankar Roy Road Kolkata-700001



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 11 Page from 4376 to 4390 being No 02538 for the year 2014.



(Dulai chandraSan) 01-March-2014 ADDL, REGISTRAR OF ASSURANCES-II Office of the A.R.A. - II KOLKATA West Bengal