

7270/09

I. 1076 3/09



पश्चिम बंगाल WEST BENGAL

V/c-02100/09

32AA 010828

At 08-20 P.M.
17.9.09

M.V. 64,554

Notarized that the Document is admitted to Registration. The Signature Sheet and the endorsement sheets attached to this document are the part of this Document.



Additional Registrar of Assurances-1, Kolkata
12.16.09



R-1558418
71089
175
71264
650
71914

THIS DEED OF CONVEYANCE is made this 17th day of September Two Thousand and Nine **BETWEEN GAYATRI ROY** wife of Late Sukumar Roy residing at 27/2, Narashingha Dutta Road, Padamtala, Howrah - 1 hereinafter referred to as the **VENDOR** (which term or expression shall unless excluded by or therebe something repugnant to the subject or context hereof shall be deemed to mean and include her heirs, executors, administrators, legal representatives and assigns) of the **ONE PART**

Handwritten notes: 5000, 5000, 650

encumbrances whatsoever and/or howsoever and also constructed a two storied building on part thereof.

Handwritten signature

Government Of West Bengal
Office of the A.R.A.-I KOLKATA
5, Govt Place (North) , KOLKATA - 700001
Endorsement For deed Number :I-10763 of :2009
(Serial No. 07270, 2009)

On 17/09/2009

Presentation(Under Section 52 & Rule 22A(3) 46(1))

Presented for registration at 20.20 hrs on :17/09/2009, at the Private residence by Vivek Ruia., Claimant.

Admission of Execution(Under Section 58)

Execution is admitted on 17/09/2009 by
1. Gayatri Roy., wife of Sukumar, 27/2, Narasingha Dutta Road Padamtala Howrah-01, Thana ..., By caste Hindu, by Profession :House wife
2. Vivek Ruia., Director., Swastic Projects Pvt Ltd., 21/2, Ballyguange Place., Kolkata., W. B., profession :Business
Identified By Bhaswati Sengupta, wife of Tapan P-41/5, Natabar Paul Road Howrah-5 Thana: ..., by caste Hindu, By Profession :House wife.

Name of the Registering officer : **Dines Kumar Mukhopadhyay**
Designation : **A. R. A. -I KOLKATA**

On 19/09/2009

Certificate of Market Value(WB PUVI rules 1999)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs- 6455419/-

Certified that the required stamp duty of this document is Rs 10 /- and the Stamp duty paid as: Impressive Rs- 10

Name of the Registering officer : **Dines Kumar Mukhopadhyay**
Designation : **A. R. A. -I KOLKATA**

On 22/09/2009

Payment of Fees:

Fee Paid in rupees under article : A(1) = 71005/- , I = 55/- , M(a) = 25/- , M(b) = 4/- on:22/09/2009

Name of the Registering officer : **Dines Kumar Mukhopadhyay**
Designation : **A. R. A. -I KOLKATA**



Dines Kumar Mukhopadhyay
Additional Registrar of Assurances, Kolkata
[Dines Kumar Mukhopadhyay]
A. R. A. -I KOLKATA
22/09/2009
OFFICE OF THE ADDITIONAL REGISTRAR OF ASSURANCE-I OF
KOLKATA
Govt. of West Bengal

encumbrances whatsoever and/or howsoever and also constructed a two storied building on part thereof.

Dines Kumar Mukhopadhyay

Government Of West Bengal
Office of the A.R.A.-I KOLKATA
5, Govt Place (North) , KOLKATA - 700001
Endorsement For deed Number :I-10763 of :2009
(Serial No. 07270, 2009)

on 12/10/2009

Certificate of Admissibility(Rule 43)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A Article number :23 of Indian Stamp Act 1899.

Name of the Registering officer : **Dines Kumar Mukhopadhyay**
Designation : **A. R. A. -I KOLKATA**


Additional Registrar of
Assurance-I, Kolkata

12 OCT 2009
[Dines Kumar Mukhopadhyay]
A. R. A. -I KOLKATA

OFFICE OF THE ADDITIONAL REGISTRAR OF ASSURANCE-I OF
KOLKATA

Govt. of West Bengal

encumbrances whatsoever and/or howsoever and also constructed a two storied
building on part thereof.



AND SWASTIC PROJECTS PRIVATE LIMITED a company within the meaning of the Companies Act, 1956 and presently having its registered office situate at No. 21/2, Ballygunge Place, Kolkata 700 019 hereinafter referred to as the PURCHASER (which term or expression shall unless excluded by or therebe something repugnant to the subject or context hereof shall be deemed to mean and include its successor, successors – in – interest and assigns) of the **OTHER PART**:

WHEREAS:

- A. By a Bengali Kobala dated 10th April 1914 and registered with the Joint Sub-Registrar of Alipore in Book No. I, volume No. 10 in pages 90 to 97 being No. 1411 of 1914 Bidhusundari Dasi sold transferred and conveyed unto and in favour of Harimati Dasi **ALL THAT** the piece or parcel of land containing by ad-measurement an area of 02 bighas 01 cottah 03 chittacks and 05 sq. ft. be the same a little more or less lying situate at and/or being premises No. 53/1, Mayarpore Road (hereinafter referred to as the said **LAND**) for the consideration and in the manner as contained and recorded therein.
- B. By a Bengali deed of Gift dated 21st September 1933 and registered with the District Sub-Registrar at Alipore in Book No. I, volume No. 86 in pages 71 to 74 being deed No. 3923 of 1933 the said Harimati Das gave bequeathed and demised unto and in favour of her husband namely Bhupal Chandra Manna **ALL THAT** the said Land in the manner as contained and recorded therein.
- C. The Calcutta Improvement Trust acquired a portion of the said Land and the remaining of the said Land measures 28 (twenty eight) Cottahs, 07 (seven) chittacks and 05 (five) sq. ft. (be the same a little more or less) and the same has been named and numbered as municipal premises No. 75 & 77, Peary Mohan Roy Road, PS. Chetla, Kolkata 700 027 in ward No. 82 of the Kolkata Municipal Corporation (hereinafter referred to as the said **PREMISES**) and is morefully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written
- D. Thus, the said Bhupal Chandra Manna became absolutely seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** the said Premises free of all encumbrances whatsoever and/or howsoever and also constructed a two storied building on part thereof.



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**Additional Registrar of
Assurances-I, Kolkata**
17 SEP 2000



- behind him surviving his three sons namely Anadi Kumar Manna, Abani Kumar Manna and Amal Krishna Manna and his wife namely Harimati Manna as his only heirs and/or representatives.
- F. Pursuance to the promulgation of the Hindu Succession Act, 1956 the said Harimati Manna became owner in equal share into or upon the said Premises alongwith the said Anadi Kumar Manna, Abani Kumar Manna and Amal Krishna Manna each one them having an equal $1/4^{\text{th}}$ part and/or share into or upon the said Premises.
- G. The said Harimati Manna was during her lifetime governed by the Dayabhaga School of Hindu Law died intestate on 12th February 1973 leaving behind her surviving her three sons namely Anadi Kumar Manna, Abani Kumar Manna and Amal Krishna Manna and two daughters namely Aditya Bala Das and Gayatri Roy as her only legal heirs and/or representatives.
- H. The said Aditya Bala Das died on 29th August 1977 and Kishori Mohan Das and Murari Mohan Das became entitled to the share of the said Aditya Bala Das into or upon the said Premises.
- I. The portions of the said Premises are under the occupation of several persons as monthly tenants as mentioned in the **SECOND SCHEDULE** hereunder written (hereinafter referred to as the said **TENANTS**) all collectively in occupation of an area of about $1 \frac{1}{2}$ to 02 cottahs maximum with structures thereon.
- J. Upon an application being made by the present owners of the said Premises the Kolkata Municipal Corporation has caused the said Premises having two separate municipal holding Nos. in the records of the Kolkata Municipal Corporation to be amalgamated as one single municipal holding No. in the records of the Kolkata Municipal Corporation and the same was numbered as municipal premises No. 77, Peary Mohan Roy Road.
- K. By an Agreement for Sale dated 06th November 2007 and registered with the Additional Registrar of Assurances – I, Kolkata in Book No. I, being No. 9925 of 2009 (hereinafter referred to as the said **SALE AGREEMENT**) the said Gayatri Roy had agreed to sell and transfer unto and in favour of the Purchaser herein **ALL THAT** the undivided $56/336^{\text{th}}$ part and/or share into or upon the said Premises at or for the total consideration of Rs.35,00,000/= (Rupees Thirty Five Lacs) only upon the terms and in the manner as contained and recorded therein and also the



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Purchaser paid an amount of Rs.10,00,000/= (Rupees Ten Lacs) only as and by way of advance.

- L. Through inadvertence and error the said Gayatri Roy had in the said Sale Agreement missed out that Aditya Bala Das was also one of the legal heir of the said Harimati Manna and had inherited $1/20^{\text{th}}$ part and/or share into or upon the said Premises and as such the share of the said Gayatri Roy was therein mentioned as $56/336^{\text{th}}$ i.e. $1/6^{\text{th}}$ into or upon the said Premises and now with the correction of the facts the share of the said Gayatri Roy is altered and stands reduced to $21/140^{\text{th}}$ part and/or share instead of what is mentioned in the said Sale Agreement and pursuance to the above the consideration amount payable by the Purchaser to the Vendor now stands reduced to Rs.31,50,000/= (Rupees Thirty One Lacs and Fifty Thousand) only in place and stead of Rs.35,00,000/= (Rupees Thirty Five Lacs) only.
- M. At or before the execution of these presents the Vendor has assured and represented to the Purchaser as follows which has been relied upon fully by the Purchaser: -
- i. The Vendor is seized and possessed of or otherwise well and sufficiently entitled to the said Undivided Share as the absolute owners with a marketable title in respect thereof;
 - ii. The said Premises is free of all encumbrances charges liens lispens attachments trusts mortgages whatsoever and/or howsoever;
 - iii. No prohibitory orders are pending or subsisting in respect of the said Premises or any part thereof.
 - iv. The said Premises is not subject to any notice of attachment under the Income Tax Act or under Public Demands Recovery Act or under any other Act or Statute or Rules and Regulations.
 - v. No Notice of Acquisition or requisition affects the said Premises nor is there any bar legal or otherwise in the Vendor selling the said Undivided Share to the Purchaser.
 - vi. The freehold interest and/or ownership interest of the Vendor in the said Premises does not stand mortgaged or encumbered or agreed to be



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**Additional Registrar of
Companies-I, Kolkata**
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- mortgaged by the Vendor by way of security or additional security and/or collateral security and/or otherwise in favour of any Bank and/or any Financial Institution or any person, firm, company or government undertaking or anybody else whomsoever to secure repayment of any other loan taken or to be taken by the Vendor for any purpose whatsoever and/or howsoever.
- vii. The Vendor has not entered into any agreement for sale and/or transfer in respect of the said Premises or any part thereof.
- viii. All municipal rates taxes and outgoing payable in respect of the said Premises, upto the date of execution of these presents, have been duly paid and discharged by the Vendor.
- ix. Save and except the said Tenant whose names appear in the Second Schedule hereunder written there are no other tenants and/or trespassers and/or occupiers upon any part or portion of the said Premises and the remaining of the said Premises is in the vacant peaceful and khas possession of the other co-owners of the remaining undivided part and/or share in the said Premises.
- x. The Vendor does not hold any excess vacant land within the meaning of the Urban Land (Ceiling and Regulation) Act, 1976.
- xi. That the recitals of title mentioned hereinbefore are true and factual and the Vendor has not suppressed any facts relating to the title of the said Premises and there are no other incidents relating to the title of the said Premises other than those that are recited hereinabove.
- N. The Purchaser has made payment of the consideration amount as aforementioned and has now requested the Vendor to sign and execute the deed of conveyance in its favour.

NOW THIS INDENTURE WITNESSETH:

In pursuance of the said agreement and in consideration of the said sum of Rs.31,50,000/= (Rupees Thirty One Lacs and Fifty Thousand) only of the lawful money of the Union of India well and truly and sufficiently and effectively paid by the Purchaser to the Vendor (the receipt whereof the Vendor doth hereby as also by the memo hereunder written admit and acknowledge to have received and the payment of the same and every part thereof) they the Vendor doth hereby acquit release and discharge the Purchaser and the said Premises hereby intended to be conveyed she the Vendor





[Handwritten signature]

**Additional Registrar of
Companies-I, Kolkata**
17 SEP 2009

doth hereby indefeasibly and forever grant sell convey transfer assign and assure unto and in favour of the Purchaser herein **ALL THAT** the undivided 21/140th part and/or share (hereinafter referred to as the said **UNDIVIDED SHARE** and the same is morefully and particularly described in the **THIRD SCHEDULE** hereunder written) into or upon **ALL THAT** the piece or parcel of land containing by ad-measurement an area of about 28 (twenty eight) Cottahs, 07 (seven) chittacks and 05 (five) sq. ft. (be the same a little more or less) together with the two storied building and other structures lying situate at and/or being municipal premises No. 77, Peary Mohan Roy Road (formerly 75 & 77, Peary Mohan Roy Road), PS. Chetla, Kolkata 700 027 in ward No. 82 of the Kolkata Municipal Corporation (hereinafter referred to as the said **PREMISES**) and the same is morefully and particularly described in the **FIRST SCHEDULE** hereunder written **OR HOWSOEVER OTHERWISE** the said Premises now is or at any point of time heretofore were or was situated butted and bounded called known numbered described or distinguished with the intent and object that the Vendor have ceased to have any right title interest claim and/or demand of any nature whatsoever and/or howsoever into or upon the said Premises or any or every part thereof **TOGETHER WITH** all ways paths passages boundary walls drains water courses light liberties rights privileges easements advantages appendages and appurtenances whatsoever and/or howsoever to the extent of the said Undivided Share or any part thereof belonging or in anyway appertaining to or usually held used occupied therewith or part or parcel thereof and reputed to belong or be appurtenant thereto **AND TOGETHER WITH** all legal incidents thereto and the reversion or reversions remainder or remainders rents issues and profits benefits and advantages thereof and all estate right title interest and/or claim into or upon the said Premises **AND TOGETHER WITH** the right for the Purchaser and/or its successors in title owners or occupiers for the time being of the said Undivided Share hereby conveyed with or without horses horse carts cars vehicles whether mechanically propelled or otherwise to pass and/or repass over along and in the paths ways passages and for laying filtered and/or unfiltered water pipes and all other cables and lines and wires in and on and along any portion of the said Premises and all and every and entire right title interest claim demand estate whatsoever and/or howsoever of the Vendor of in and into or upon the said Premises and/or any part or portion of the said Premises mentioned in the First Schedule hereunder written and every part thereof including the said Undivided Share being hereby sold transferred conveyed assured and assigned and/or intended so to be **TOGETHER WITH** all pattas muniments of title writings plans maps deeds



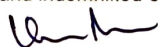
**Additional Registrar of
Assurances-I, Kolkata**

17 SEP 2009

documents indentures conveyances and/or any other document of title or in any way concerning and/or relating to or in any way covering the said Premises and/or any part thereof which now are or may hereafter shall and/or may be in possession control custody and/or management of the Vendor **AND TO HAVE AND TO HOLD** the said Undivided Share being hereby sold transferred granted conveyed assured and assigned and/or so otherwise expressed and/or intended to be unto and in use of the Purchaser hereafter and forever in the manner as aforesaid free of all encumbrances, charges, liens, lispendens, attachments, trusts, mortgages **BUT SUBJECT** however to the said Tenants only.

2. THE VENDOR DOETH HEREBY COVENANT WITH THE PURCHASER as follows: -

- a) **THAT**, notwithstanding any act deed matter and/or thing whatsoever and/or howsoever heretofore done committed and/or knowingly suffered by the Vendor to the contrary the Vendor is lawfully and/or otherwise absolutely seized and possessed of otherwise sufficiently entitled to ALL THAT the said Undivided Share hereby sold transferred conveyed assigned and assured as an absolute and indefeasible estate or an estate equivalent or analogous thereto and free from all encumbrances charges liens lispendens attachments trusts mortgages whatsoever and/or howsoever.
- b) **THAT**, the interest which the Vendor doeth hereby profess to transfer subsists and that the Vendor have good right full power absolute and indefeasible authority and title to sell grant convey transfer assign and assure the said Undivided Share and every part thereof hereby sold granted conveyed transferred assigned and assured unto and in favour of the Purchaser herein in the manner as aforesaid and in accordance to the true intent object and meaning of these presents.
- c) **THAT**, it shall be lawful for the Purchaser from time to time and at all material times hereinafter to enter into and upon and hold occupy and enjoy the said Undivided Share and to receive the rents issues and profits thereof without any eviction interruption hindrance claims or demands or disturbance whatsoever from or by the Vendor herein and/or any person or persons or any other person or persons claiming through under or in trust for any of them having lawfully and/or equitably any claim estate right title demand and/or interest whatsoever and/or howsoever into or upon the said Undivided Share and every part thereof and from and clear freely and clearly and absolutely acquitted exonerated and forever discharged and/or otherwise by the Vendor well and sufficiently saved defended kept harmless and indemnified of



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**Assistant Registrar of
Assurances-I, Kolkata**
7 SEP 2009



and from and against all charges arrear of rates and taxes encumbrances and deposits whatsoever and/or howsoever made done executed and/or occasioned by the Vendor and/or the predecessors in title of the Vendor and/or any of them.

- d) **THAT**, the said Undivided Share and/or the said Premises and every part thereof is freed exonerated and discharged from and against all manner of encumbrances whatsoever on its ownership.
- e) **THAT**, the Vendor and all persons having or lawfully or equitably claiming any estate right title demand or interest whatsoever and/or howsoever into or upon the said Undivided Share or any part thereof shall and will from time to time and at all material times hereafter upon every request and cost of the Purchaser make do acknowledge execute register and perform all such further and other lawful and reasonable acts deeds conveyances matters assurances and things whatsoever and/or howsoever for further better or more perfectly assuring the said Undivided Share hereby sold transferred conveyed assigned assured and every part thereof unto and in favour and use of the Purchaser and/or its successors in interest in the manner as aforesaid as shall or may be required.
- f) **THAT**, the Vendor shall unless prevented by fire or some other inevitable accident from time to time and at all material times hereafter upon every reasonable request and at the cost of the Purchaser make do produce or cause to be made done produced to the Purchaser or their Attorney and/or agents at any trial commission, examination tribunal court board authority firm for inspection or otherwise as occasion shall require all or any of the deeds documents and writings in respect of the said Premises if those in possession the Vendor AND ALSO shall at the like request deliver to the Purchaser such attested or other true copies of them as the Purchaser may requires and will in the mean time unless prevented as aforesaid keep the said deeds and writings safe un-obliterated and un-canceled.
- g) **THAT**, the Vendor has ceased to have any right title interest claim and/or demand into or upon the said Premises or any part thereof and any right of any nature accruing shall now belong to the Purchaser exclusively.



Signature

**Additional Registrar of
Accounts-I, Kolkata**
17 SEP 2009



THE FIRST SCHEDULE ABOVE REFERRED TO**(PREMISES)**

ALL THAT the piece or parcel of land containing by ad-measurement an area of about 28 (twenty eight) Cottahs, 07 (seven) chittacks and 05 (five) sq. ft. (be the same a little more or less) together with the two storied building and other structures lying situate at and/or being municipal premises No. 77, Peary Mohan Roy Road (formerly 75 & 77, Peary Mohan Roy Road), PS. Chetla, Kolkata 700 027 in ward No. 82 of the Kolkata Municipal Corporation and is butted and bounded in the manner as follows: -

- ON THE NORTH: Partly by common passage and partly by municipal premises No. 73B, Peary Mohan Roy Road;
- ON THE EAST: By municipal premises No. 9B, Chetla Road;
- ON THE WEST: Partly by KMC Road named as Peary Mohan Roy Road and partly by municipal premises No.79, Peary Mohan Roy Road;
- ON THE SOUTH: Partly by municipal premises No.79, Peary Mohan Roy Road and partly by Kolkata Improvement Trust Quarters bearing municipal premises No.81/A, Peary Mohan Roy Road;

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

THE SECOND SCHEDULE ABOVE REFERRED TO**(TENANTS)**

Sir. No.	Name	Details	Rent Rs.
1.	Shyamal Pajha	Garage	750/=
2.	Dipak Chandra	- Do -	450/=
3.	Anath Halder	- Do -	750/=
4.	Sadasamantha		Collectively occupying about 1 ½ to 2 cottahs
5.	Hannan		
6.	Haru Babu		
7.	Brindaban		

THE THIRD SCHEDULE ABOVE REFERRED TO**(UNDIVIDED SHARE)**

ALL THAT the undivided 21/140th (twenty one by one hundred and fortieth) part and/or share into or upon the said Premises referred to in the First Schedule above together with all benefits of the Vendor as owner thereof.

[Handwritten signature]



**Assistant Registrar of
Assistance - J. V. Horta**
i 7 SEP 2000

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands on the day month and year first above written.

SIGNED SEALED AND DELIVERED

by the VENDOR at Kolkata

in the presence of:

Gyanesh Ray

Chait

TRILOK CHAND NAITA
S/O LATE MAHABIR PRASAD NAITA
7, HARA PRASAD DEY LANE
KOLKATA-700 007

Gyanesh Ray



Uday Jalan

UDAY JALAN
135, B.R.B. BASU ROAD
KOLKATA-700001

SIGNED SEALED AND DELIVERED

by the PURCHASER at Kolkata

in the presence of:

For Swastic Projects Pvt. Ltd

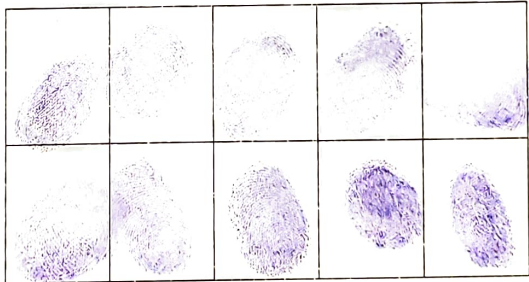
Uday Jalan



Director

Chait
TRILOK CHAND NAITA
S/O LATE MAHABIR PRASAD NAITA
7, HARA PRASAD DEY LANE
KOLKATA-700 007

Gyanesh Ray



Uday Jalan

UDAY JALAN
135, B.R.B. BASU ROAD
KOLKATA-700001

ER

**Additional Registrar of
Assurances-I, Kolkata**
17 SEP 2009



**Additional Registrar of
Assurances-I, Kolkata**
17 SEP 2009

RECEIVED of and from the withinnamed
PURCHASER the withinmentioned sum of
RUPEES THIRTY ONE LACS AND FIFTY THOUSAND ONLY **RS.31,50,000/=**
being the total Consideration in terms
hereof and paid in the manner as follows:

MEMO OF CONSIDERATION

Date	Pay Order No.	Drawn on	Amount Rs.	In favour of
05.11.2007	182945	American Express Bank Ltd. 21, Old Court House Street, Kolkata 700 001	2,50,000/=	Gayatri Roy
05.11.2007	182946	- Do -	2,50,000/=	Gayatri Roy
05.11.2007	182947	- Do -	2,50,000/=	Gayatri Roy
05.11.2007	182938	- Do -	2,50,000/=	Gayatri Roy
16.09.2009		Vide valid RBI notes in CASH	3,00,000/=	Gayatri Roy
16.09.2009	000528	Standard Chartered Bank 21, Old Court House Street, Kolkata 700 001	3,00,000/=	Gayatri Roy
16.09.2009	000529	- Do -	3,00,000/=	Gayatri Roy
16.09.2009	000530	- Do -	3,00,000/=	Gayatri Roy
16.09.2009	000531	- Do -	3,00,000/=	Gayatri Roy
16.09.2009	000532	- Do -	3,00,000/=	Gayatri Roy
16.09.2009	000533	- Do -	3,50,000/=	Gayatri Roy
(Rupees Thirty One Lacs and Fifty Thousand) only			Rs. <u>31,50,000/=</u>	

WITNESSES:

[Signature]

[Signature]

[Signature]

VENDOR

Drafted by me:

Bilip kumar Goel
Advocate
High Court, Calcutta




[Handwritten signature]

**Additional Registrar of
Assurances-I, Kolkata**
17 SEP 2009

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 24
Page from 9185 to 9199
being No 10763 for the year 2009.




(Dines Kumar Mukhopadhyay) 26-October-2009
A. R. A. -I KOLKATA
Office of the A.R.A.-I KOLKATA
West Bengal