

पश्चिम बंगाल WEST BENGAL

86AA 556806



Certified that the Docu Registration. The com are the part of this "

ditional Registrar

CONVEYANCE

Place: Kolkata

Parties

7 9 NOV 2016 S. 38287 DATE..... Ambon Blottachap e- 9507 ROSEMERY DISTRIUBUTOR PRIVATE LIMITED Amileon Bhottacharge Authorised Signatory/ Roma Banerpe e- 9509 Niladi Shankar Garguli 2 0 DEC 2014 No Leif mohammed Aruly vel- Mohemmed In 18- Rynsherf



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

Endorsement For Deed Number: I - 15990 of 2014 (Serial No. 15640 of 2014 and Query No. 1902L000037473 of 2014)

On 20/12/2014

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

Presented for registration at 13.15 hrs on :20/12/2014, at the Private residence by Anirban Bhattacharya , Claimant.

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

Execution is admitted on 20/12/2014 by

- 1. Rama Ganguli Alias Roma Banerjee, wife of Niladri Sankar Ganguli , 58, Shyamnagar Road, Kol. Thana:-Dum Dum, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700055, By Caste Hindu, By Profession: Others
- 2. Niladri Shankar Ganguli Alias Ganguli Niladrishankar, son of Bhabani Prasad Ganguli , 58, Shyamnagar Road, Kol, Thana:-Dum Dum, District:-North 24-Parganas, WEST BENGAL, India, Pin. :-700055, By Caste Hindu, By Profession: Others
- 3. Anirban Bhattacharva Authorised Signatory, Rosemery Distributors Pvt Ltd, 1st Floor, 111, Park Street, Kol, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, Pin:-700016. . By Profession: Others

Identified By Nizam Uddin Molla, son of Lal Mohammad Molla, Village:Mohammadpur, Thana:-Rajarhat, District:-North 24-Parganas, WEST BENGAL, India, By Caste: Muslim, By Profession: Business.

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

On 30/12/2014

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.

Payment of Fees:

Amount by Draft

Rs. 8887/- is paid, by the draft number 221492, Draft Date 23/12/2014, Bank Name State Bank of India, DALHOUSIE SQUARE, received on 30/12/2014

(Under Article: A(1) = 8789/-, E = 14/-, I = 55/-, M(a) = 25/-, M(b) = 4/- on 30/12/2014)

Certificate of Market Value (WB PUVI rutes of 2001)

assessed at Rs.-8,00,000/-

Certified that the market value of this page ty which is the subject matter of the deed has been

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(Dulai chandraSaha) REGISTRAR OF ASSURANCES-II

EndorsementPage 1 of 2

30/12/2014 15:32:00



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

Endorsement For Deed Number : I - 15990 of 2014 (Serial No. 15640 of 2014 and Query No. 1902L000037473 of 2014)

Certified that the required stamp duty of this document is Rs.- 40020 /- and the Stamp duty paid as: Impresive Rs.- 10/-

Deficit stamp duty

Deficit stamp duty Rs. 40010/- is paid , by the draft number 221491, Draft Date 23/12/2014, Bank : State Bank of India, DALHOUSIE SQUARE, received on 30/12/2014

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

ASSULTANTA NOLKA

(Dulal chandraSaha) ADDL. REGISTRAR OF ASSURANCES-II

EndorsementPage 2 of 2

- 3.1 Rama Ganguli alias Roma Banerjee, wife of Niladri Sankar Ganguli alias Ganguli Niladrishankar, residing at 58, Shyamnagar Road, Kolkata-700055, Police Station Dum (PAN AMEPB4186G)
- 3.2 Niladri Shankar Ganguli alias Ganguli Niladrishankar, son of Bhabani Prasad Ganguli alias Bhabaniprasad, residing at 58, Shyamnagar Road, Kolkata-700055, Police Station Dum (PAN ADWPG8236B)

(collectively Vendors, includes successors-in-interest and/or assigns)

And

3.3 Rosemery Distributors Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at 1st Floor, 111, Park Street, Kolkata-700016, Police Station Park Street (PAN AADCR3393K), represented by its authorized signatory, Anirban Bhattacharya, son of Giridhari Bhattacharya, of 99A, Park Street, Kolkata-700016, Police Station Park Street

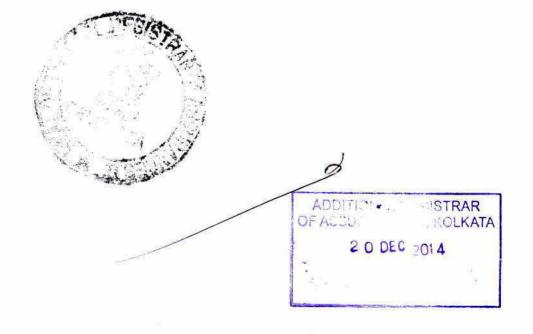
(Purchaser, includes successors-in-interest and/or assigns).

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

NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

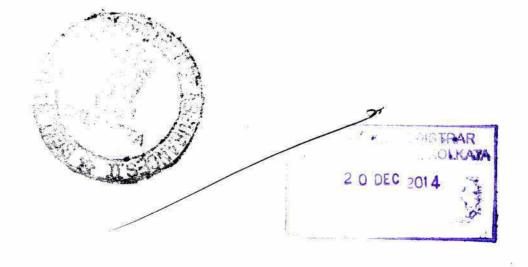
- 4. Subject Matter of Conveyance
- 4.1 Said Property: Land classified as sali (agricultural) measuring 3.3 (three point three) decimal equivalent to 2 (two) cottah, more or less [out of 56 (fifty six) decimal], being Plot No. 33 in R.S./L.R. Dag No. 501/716, recorded in L.R. Khatian Nos. 2176 and 2177, Mouza Bhatenda, J.L. No. 28, Police Station Rajarhat, within the jurisdiction of Rajarhat-Bishnupur No. I Gram Panchayet, Sub-Registration District Rajarhat (formerly Bidhannagar), District North 24 Parganas (Said Property) and more fully described in the Schedule below and the Said Property is delineated and demarcated on the Plan annexed hereto and bordered in colour Red thereon together with all title, benefits, easements, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendors in the Said Property and appurtenances and inheritances for access and user thereof.
- 5. Background, Representations, Warranties and Covenants
- 5.1 Representations, Warranties and Covenants Regarding Title: The Vendors represent, warrant and covenant to the Purchaser regarding title as follows:
- 5.1.1 **Ownership of Said Property:** Kumar Chandra Mukhopadhyay and Mohan Mukhopadhyay *alias* Chittaranjan Mukhopadhyay were the joint and absolute owners of *inter alia* the Said Property, free from all encumbrances.
- 5.1.2 **Purchase by Vendors:** By a Deed of Conveyance in Bengali language (*Bikroy Kobala*) dated 13th December, 1999 registered in the Office of the Additional District Sub-Registrar, Bidhannagar (Salt Lake City), North 24 Parganas, in Book No. I, Volume No. 127, at Pages 125 to 132, being Deed No. 5059 for the year 1999, the Vendors

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- purchased entirety of the Said Property from Kumar Chandra Mukhopadhyay and Mohan Mukhopadhyay alias Chittaranjan Mukhopadhyay, free from all encumbrances.
- 5.1.3 **Mutation:** Vendors have recorded their names in the records of the Block Land & Land Reforms Office, Rajarhat in L.R. *Khatian* Nos. 2176 and 2177, in respect of the Said Property.
- 5.1.4 **Absolute Ownership of Said Property:** In the abovementioned circumstances, the Vendors have become the joint and absolute owners of the entirety of the Said Property. The Said Property is the subject matter of this conveyance.
- 5.2 Representations, Warranties and Covenants Regarding Encumbrances: The Vendors represent, warrant and covenant to the Purchaser regarding encumbrances as follows:
- 5.2.1 **No Acquisition/Requisition:** The Vendors have not received any notice from any authority for acquisition, requisition or vesting of the Said Property and declare that the Said Property is not affected by any scheme of any Local Authority or Government or Statutory Body.
- 5.2.2 **No Excess Land:** The Vendors do 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 and the West Bengal Estates Acquisition Act, 1953.
- 5.2.3 **No Encumbrance by Act of Vendors:** The Vendors have 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 Vendors have 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 Vendors.
- 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 Vendors 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, *debutters*, trusts, prohibitions, Income Tax attachments, financial institution charges, statutory prohibitions, acquisitions, requisitions, vesting, *bargadars* and liabilities whatsoever or howsoever made or suffered by the Vendors or any person or persons having or lawfully, rightfully or equitably claiming any estate or interest therein through, under or in trust for the Vendors or the Vendors' predecessors-in-title and the title of the Vendors to the Said Property is free, clear and marketable.

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- 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 Vendors from selling, transferring and/or alienating the Said Property or any part thereof.

6. Basic Understanding

- 6.1 **Sale of Said Property:** The basic understanding between the Vendors and the Purchaser is that the Vendors shall 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 shall purchase the same based on the representations, warranties and covenants mentioned in Clauses 5.1 and 5.2 and their respective sub-clauses above.
- 6.2 Surrender/Transfer of Rights: R.S. Ispat 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. Dreamland Plaza Limited, having its office at Room No.205, 2nd Floor, 10A, Hospital Street, Kolkata-700072 (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 Vendors 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 Vendors 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 Vendors hereby sell, convey and transfer to the Purchaser the entirety of the Vendors' right, title and interest of whatsoever or howsoever nature in the Said Property, more fully described in the Schedule below, being land classified as sali (agricultural) measuring 3.3 (three point three) decimal equivalent to 2 (two) cottah, more or less [out of 56 (fifty six) decimal], being Plot No. 33 in R.S./L.R. Dag No. 501/716, recorded in L.R. Khatian Nos. 2176 and 2177, Mouza Bhatenda, J.L. No. 28, Police Station Rajarhat, within the jurisdiction of Rajarhat-Bishnupur No. I Gram Panchayet, Sub-Registration District Rajarhat (formerly Bidhannagar), District North 24 Parganas and more fully described in the Schedule below and the Said Property is delineated and demarcated on the Plan annexed hereto and bordered in colour Red thereon together with all title, benefits, easements, authorities, claims, demands, usufructs and tangible and intangible rights of whatsoever or howsoever nature of the Vendors in the Said Property and appurtenances and inheritances for access and user thereof, free from all encumbrances.
- 7.2 **Consideration:** The aforesaid transfer is being made in consideration of a sum of Rs. 8,00,000/- (Rupees eight lac) paid by the Purchaser to the Vendors, receipt of which the

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ADDITIONAL REGISTRAR OF ASSULTANTA

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Vendors hereby and by the Receipt and Memo of Consideration hereunder written, admit and acknowledge.

- 8. Terms of Transfer
- 8.1 Salient Terms: The transfer being effected by this Conveyance is:
- Sale: a sale within the meaning of the Transfer of Property Act, 1882. 8.1.1
- 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, debutters, trusts, prohibitions, Income Tax attachments, financial institution charges, statutory prohibitions, acquisitions, requisitions, vesting, bargadars and liabilities whatsoever or howsoever made or suffered by the Vendors or any person or persons having or lawfully, rightfully or equitably claiming any estate or interest therein through, under or in trust for the Vendors or the Vendors' predecessors-in-title.
- Together with All Other Appurtenances: together with all other rights the 8.1.4 Vendors have 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:
- Indemnification by Vendors: express indemnification by the Vendors about the 8.2.1 correctness of the Vendors' title, Vendors' authority to sell and non existence of any encumbrances on the Said Property, which if found defective or untrue at any time, the Vendors shall, at all times hereafter, at the costs, expenses, risk and responsibility of the Vendors, forthwith take all necessary steps to remove and/or rectify. To this effect, the Vendors hereby covenants that the Vendors or any person claiming under the Vendors 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's and/or the Purchaser's successors-in-interest and assigns by reason of any claim made by any third parties with respect to the title of the Vendors provided such claims or demands do not pertain to the period on and from the date of this Conveyance.
- 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:** The Vendors have handed over khas, vacant, peaceful and physical possession of the Said Property to the Purchaser.
- 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 Vendors, with regard to which the Vendors hereby indemnify and agree to keep the Purchaser fully and comprehensively saved, harmless and indemnified. Holm des Rows

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- 8.5 Holding Possession: The Vendors hereby covenant 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 Vendors or any person or persons lawfully or equitably claiming any right or estate therein from under or in trust from the Vendors and it is further expressly and specifically covenanted, confirmed and declared by the Vendors that notwithstanding 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 Vendors, the Vendors 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 Vendors hereby expressly waive, surrender and give up each and every one of the aforesaid rights.
- No Objection to Mutation: The Vendors covenant, confirm and declare that (1) the 8.6 Purchaser shall be fully entitled to mutate the Purchaser's name in all public and statutory records and the Vendors hereby expressly (a) consent to the same and (b) appoint the Purchaser as the constituted attorney of the Vendors and empower and authorize the Purchaser to sign all papers and documents and take all steps whatsoever or howsoever in this regard and (2) the Vendors are fully aware that the Purchaser shall convert the nature of use and classification of the Said Property from agricultural to non-agricultural and the Purchaser shall be fully entitled to do the same in all public and statutory records and the Vendors hereby expressly (a) consent 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 the same and (b) appoint the Purchaser as the constituted attorneys of the Vendors and empower and authorize 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 Vendors undertake 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 and in this regard shall sign all documents and papers as required by the Purchaser.
- 8.7 **Title Documents:** Simultaneously herewith, the Vendors have handed over all original title papers and documents in respect of the Said Property to the Purchaser.
- 8.8 Further Acts: The Vendors hereby covenant that the Vendors 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.

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Schedule (Said Property)

Land classified as sali (agricultural) measuring 3.3 (three point three) decimal equivalent to 2 (two) cottah, more or less [out of 56 (fifty six) decimal], being Plot No. 33 in R.S./L.R. Dag No. 501/716, recorded in L.R. Khatian Nos. 2176 and 2177, Mouza Bhatenda, J.L. No. 28, Police Station Rajarhat, within the jurisdiction of Rajarhat-Bishnupur No. I Gram Panchayet, Sub-Registration District Rajarhat (formerly Bidhannagar), District North 24 Parganas and the Said Property is delineated and demarcated on the **Plan** annexed hereto and bordered in colour **Red** thereon

On the North
On the East
On the South
On the West
By Common Passage
By part of R.S./L.R. Dag No. 501/716
By Plot No. 44 in R.S./L.R. Dag No. 501/716
By Plot No. 32 in R.S./L.R. Dag No. 501/716

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

The details of the Said Property are tabulated below:

Mouza	R.S./ L.R. Dag No.	L.R. Khatian Nos.	Nature of Land	Total Area of Dag (in Decimal)	Total Area sold (in Decimal)
Bhatenda	501/716	2176 and 2177	Sali	56	3.300
Total Area of Land Sold:			3.300		

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9.	Execution a	and	Delivery
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9.1 In Witness Whereof the Parties have executed and delivered this Conveyance on the date mentioned above.	
Roma Barrefu? Niladri Shankar Ganguli	gen -
(Rama Ganguli alias Roma Banerjee) (Niladri Shankar Ganguli alias Ganguli	
Niladrishankar) [Vendors]	
ROSEMERY DISTRIUBUTOR PRIVATE LIMITED	
Authorised Signatory/	
Authorised Signatory/Director	
[Purchaser]	
[I dichaser]	
Drafted by: Advocate Advocate	
High Court at Calcutta	
Witnesses:	
Signature N Ham well's Mulsignature Asmed Mikhy	
Name_ N12 am Quin Name_ Amal Mulahyi	
Father's Name Leel needly Father's Name Paying Mukh	•
Father's Name Locky Father's Name Paymon Mukhy Address Moheum and MAddress Doy aucht to 1-13	25
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Receipt and Memo of Consideration

Received from the withinnamed Purchaser the withinmentioned sum of Rs. 8,00,000/- (Rupees eight 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.)	Favouring
Pay Order No. 400836	09.12.2014	Axis Bank Limited, Kolkata Branch	4,00,000/-	Roma Banerjee
Pay Order No. 400837	09.12.2014	Axis Bank Limited, Kolkata Branch	4,00,000/-	Niladri Shankar Ganguli
		Total:	8,00,000/-	

(Rama Ganguli alias Roma Banerjee)

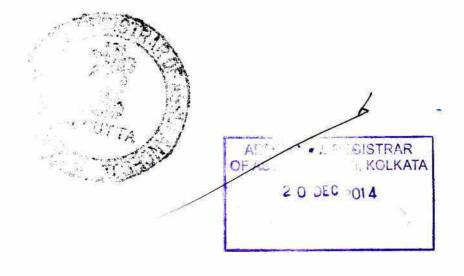
Roma Baur

Niladi Shankar Gangeeli (Niladri Shankar Ganguli alias Ganguli

Niladrishankar)

[Vendors]

Witnesses:



Plan

SITE PLAN OF R.S./L.R. DAG NO.- 501/716, L.R. KHATIAN NO.-2176 & 2177, MOUZA - BHATENDA, J.L. NO.- 28, P.S.- RAJARHAT, UNDER RAJARHAT BISHNUPUR 1 NO. GRAM PANCHAYET, DIST.- NORTH 24 PARGANAS.

TOTAL AREA OF DAG NO.501/716 is 56 DECIMAL R.S./L.R. DAG NO.-525 R.S./L.R. DAG NO.-526 O 14'-0' WIDE COMMON! PASSAGE Œ S 58'-0" D PLOT-31 Z Σ Σ R.S./L.R. DAG PLOT-46 60'-0" DAG NO.-501 16'-0" WIDE COMMON PASSAGE R.S./L.R. DAG NO.-501 Roma Barryu.
Niladu Shankar Gargali Authorised Signatory/

NAME & SIGNATURE OF THE VENDOR/S.:

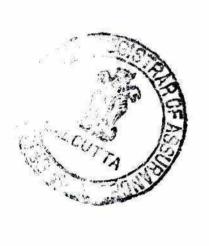
LEGEND: 3.3000 DECIMAL EQUIVALENT TO 2K. 0CH. 0 SQFT. DEMARCATED SHALI LAND OUT OF 56 DECIMAL IN R.S/L.R. DAG NO.- 501/716.

SHOWN THUS:

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SPECIMEN FORM TEN FINGER PRINTS

SI. No.	Signature of the executants and/or purchaser Presentants		Ť			
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OF AS 11, KOLKATA
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Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 80 Page from 1865 to 1879 being No 15990 for the year 2014.



(Dulal chandraSaha) 31-December-2014 ADDL. REGISTRAR OF ASSURANCES-II Office of the A.R.A. - II KOLKATA West Bengal



Dated this 20th day of December, 2014

Between

Rama Ganguli alias Roma Banerjee & Anr. ... Vendors

And

Rosemery Distributors Pvt. Ltd. ... Purchaser

CONVEYANCE

3.3 (three point three) Decimal
Portion of
R.S./L.R. Dag No. 501/716
Mouza Bhatenda
Police Station Rajarhat
District North 24 Parganas

Saha & Ray

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