

to registration. The signature sheet/sheets & the endorsement sheet/sheets attached with this document are the part of this document

Additional District Sub-Registres Rejartet, New Town, North 24-Pgs.

17 MAR 2015

CONVEYANCE

Date: 10th March, 2015

A Rassid

Place: Kolkata

Parties



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Md. Abdue Ravid



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Md. Samim.

Slo. Abul Khais Raigalhi, Rojashat, Koz-135 Bunmes

3.1 Mohammad Abdur Rashid alias Abdul Rasid alias Md. Abdul Rasid, son of Late Mohammad Abdul Chattar alias Abdul Chattar, residing at Village Raigachi, Post Office Rajarhat, Kolkata-700135, Police Station Rajarhat, District North 24 Parganas

(Vendor, includes successors-in-interest)

#### And

3.2 Cornsilk Enclave Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at 53/4, P.N. Middya Road, Kolkata-700056, Police Station Belgharia (PAN AAFCC5142F), represented by its authorized signatory Naresh Kumar Ladha, son of Radheyshyam Ladha, of 1/A, Kundan Bye Lane, Liluah, PIN-711204, Police Station Liluah, District Howrah (PAN ABWPL 19290L)

(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 sali (agricultural) measuring 2.75 (two point seven five) decimal [equivalent to (1) 1.6637 (one point six six three seven) cottah and (2) 111.2843 (one hundred and eleven point two eight four three], more or less, out of 87 (eighty seven) decimal, being a portion of R.S./L.R. Dag No. 639, recorded in L.R. Khatian No. 1115, Mouza Raigachi, J.L. No. 12, Police Station Rajarhat, within the jurisdiction of Rajarhat-Bishnupur No. I Gram Panchayet (RBGP), Sub-Registration District Rajarhat (formerly Bidhannagar), District North 24 Parganas (Said Property) and more fully described in the Schedule below and a portion of said Dag No. 639 is demarcated and delineated on Plan annexed hereto and bordered in colour Red thereon and the Said Property is an integral part and portion of such demarcated portion of Dag No. 639 together with all title, benefits, easements, authorities, claims, demands, usufructs and 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.
- Background, Representations, Warranties and Covenants
- 5.1 Representations, Warranties and Covenants Regarding Title: The Vendor represents and warrants to and covenants with the Purchaser regarding title as follows:
- 5.1.1 Ownership of Mother Property: By a Deed of Conveyance dated 27th July, 1978, registered in the Office of Sub-Registrar, Cossipore Dum Dum, in Book No. I, Volume No. 116, at Pages 236 to 239, being Deed No. 4630 for the year 1978, (1) Mohammad Abdul Halim (2) Mohammad Abdul Khayer and (3) Mohammad Abdur Rashid alias Abdul Rasid alias Md. Abdul Rasid (Vendor hereinabove) jointly and collectively purchased from (1) Habibar Rahaman and (2) Nabibar Rahaman (Said Purchase), land classified as sali (agricultural) measuring 16.5 (sixteen point five)

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Additional District Sub-Registral

decimal [equivalent to 10 (ten) cottah], more or less, out of 87 (eighty seven) decimal, being a portion of R.S./L.R. Dag No. 639, recorded in R.S. Khatian No. 869, Mouza Raigachi, J.L. No. 12, Police Station Rajarhat, within the jurisdiction of RBGP, Sub-Registration District Cossipore, District 24 Parganas (Mother Property), free from all encumbrances.

- 5.1.2 Ownership of Larger Property: After the Said Purchase, Mohammad Abdur Rashid alias Abdul Rasid alias Md. Abdul Rasid (Vendor hereinabove) became the sole and absolute owner of land measuring 5.5 (five point five) decimal, more or less, out of Mother Property (Larger Property), free from all encumbrances.
- 5.1.3 Mutation: Pursuant to the Said Purchase, the Vendor got his name recorded in the records of Block Land and Land Reforms Office, Rajarhat, in L.R. Khatian No. 1115, free from all encumbrances. The Said Property is a portion of the Larger Property and is the subject matter of this Conveyance.
- 5.1.4 Absolute Ownership of Vendor: In the abovementioned circumstances, the Vendor has become the sole and absolute owner of the Said Property out of the Mother Property, free from all encumbrances.
- 5.2 Representations, Warranties and Covenants Regarding Encumbrances: The Vendor represents and warrants to and covenants with the Purchaser 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 any Local Authority or Government or 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 and 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.
- 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.



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Additional District Sub-Registrar Rajarhat, New Town, North 24-Pgs.

- 5.2.8 Free From All Encumbrances: The Said Property is free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, lis pendens, uses, debutter, walf, trusts, prohibitions, Income Tax attachments, financial institution charges, statutory prohibitions, acquisitions, requisitions, vesting, 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.

## Basic Understanding

- 6.1 Sale of Said Property: The basic understanding between the Vendor and the Purchaser is that the Vendor 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 of Rights by Ms. Vinita Jain: Ms. Vinita Jain of 99A, Park Street, Kolkata-700016 has agreement and possessory right over the Said Property and the Purchaser agrees to settle all rights/claims of Ms. Vinita Jain at own cost and responsibility and confirms and assures that the Vendor shall have no responsibility or obligation in this regard.

#### 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 the Said Property, more fully described in the Schedule below, being land classified as sali (agricultural) measuring 2.75 (two point seven five) decimal [equivalent to (1) 1.6637 (one point six six three seven) cottah and (2) 111.2843 (one hundred and eleven point two eight four three], more or less, out of 87 (eighty seven) decimal, being a portion of R.S./L.R. Dag No. 639, recorded in L.R. Khatian No. 1115, Mouza Raigachi, J.L. No.12, Police Station Rajarhat, within the jurisdiction of RBGP, Sub-Registration District Rajarhat (formerly Bidhannagar), District North 24 Parganas and a portion of said Dag No. 639 is demarcated and delineated on Plan annexed hereto and bordered in colour Red thereon and the Said Property is an integral part and portion of such demarcated portion of Dag No. 639 together with all title, benefits, easements, authorities, claims, demands, usufructs and 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 Consideration: The aforesaid transfer is being made in consideration of a sum of Rs.15,57,263/- (Rupees fifteen lac fifty seven thousand two hundred and sixty three) paid by the Purchaser to the Vendor, receipt of which the Vendor hereby and by the Receipt And Memo of Consideration hereunder written, admits and acknowledges.

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Additional District Supregistral Hardrest, New Town, Morth 24-Pgs.

- 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, wakf, trusts, prohibitions, Income Tax attachments, financial institution charges, statutory prohibitions, acquisitions, requisitions, vesting, 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 by Vendor: express indemnification by the Vendor about the correctness of the Vendor's title, Vendor's authority to sell and non existence of any encumbrances on the Said Property, which if found defective or untrue at any time, the Vendor shall, at all times hereafter, at the costs, expenses, risk and responsibility of the Vendor, forthwith take all necessary steps to remove and/or rectify. To this effect, 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 claim made by any third parties with respect to the title of the Vendor.
- 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 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 Vendor, with regard to which the Vendor hereby indernifies 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,





Additional District Sub-Registrar Rajarnat, New Town, New 24-Pgs.

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 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 every one of the aforesaid rights.

- 8.6 No Objection to Mutation and Conversion: The Vendor covenants, confirms and 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 Vendor 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 Vendor 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.
- 8.7 Title Documents: Simultaneously herewith, the Vendor has handed over all title papers and documents in respect of the Said Property to the Purchaser.
- 8.8 Further Acts: The Vendor hereby covenants that the Vendor or any person claiming under him, 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

Land classified as sali (agricultural) measuring 2.75 (two point seven five) decimal [equivalent to (1) 1.6637 (one point six six three seven) cottah and (2) 111.2843 (one hundred and eleven point two eight four three], more or less, out of 87 (eighty seven) decimal, being a portion of R.S./L.R. Dag No. 639, recorded in L.R. Khatian No. 1115, Mouza Raigachi, J.L. No. 12, Police Station Rajarhat, within the jurisdiction of Rajarhat-Bishnupur No. I Gram Panchayet, Sub-Registration District Rajarhat (formerly

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Bidhannagar), District North 24 Parganas and a portion of said Dag No. 639 is demarcated and delineated on **Plan** annexed hereto and bordered in colour **Red** thereon and the Said Property is an integral part and portion of such demarcated portion of Dag No. 639 and butted and bounded as follows:

On the North

: By R.S./L.R. Dag No. 640

On the East

: By R.S./L.R. Dag No. 638

On the South

: By R.S./L.R. Dag No. 688

On the West

: By R.S./L.R. Dag No. 639 (Part)

**Together with** all title, benefits, easements, authorities, claims, demands, usufructs and 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 details of the Said Property are tabulated below:

Mouza	R.S./ L.R. Dag No.	L.R. Khatian No.	Nature of Land	Total Area of Dag (in Decimal)	Total Area sold (in Decimal)	Name of the Recorded Owner
Raigachi	639	1115	Sali	87	2.75	Mohammad Abdur Rashid alias Abdul Rasid alias Md. Abdul Rasid
		1	otal Area	of Land Sold:	2.75	

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Additional District Sco-Registral Related, New Town, North 24-Pas.

1 0 MAP 2015

# A. Rawid

# Execution and Delivery

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

> (Mohammad Abdur Rashid alias Abdul Rasid alias Md. Abdul Rasid) (Vendor)

Read over and explained the contents of this document by me to the Vendoy in Bengali language, who after understanding the meaning and purport of this document, put his signature/LTI in my/presence.

CORNSILK ENCLAVE PVT. LTD.

Name Lande

Bloom / Authorised Signator

(Purchaser)

Drafted by:

Advocate

HITH COURT, CALLUTTA

Signature M. Signa



Additional District Sch-Registrar Rajarhat, New Town, North 24-Pgs.

1 0 MAP 2015

# Receipt and Memo of Consideration

Received from the within named Purchaser the within mentioned sum of Rs.15,57,263/-(Rupees fifteen lac fifty seven thousand two hundred and sixty three) 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.)	
Demand Draft No. 023208	09.03.2015	ICICI Bank, Portuguese Church Street Branch	15,57,263/-	

Md. Abdur Rasid

(Mohammad Abdur Rashid alias Abdul Rasid alias Md. Abdul Rasid) (Vendor)

Witnesses:

Signature M. A

Name Md. Samin

Signature

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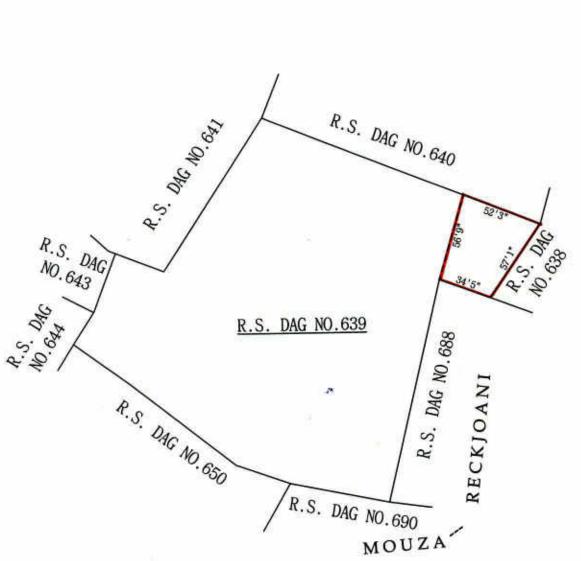
Admitional District Syb-Registrar Rajamat, New Town, North 24-Pgs.

Plan

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SITE PLAN OF R.S./L.R. DAG NO.- 639, L.R. KHATIAN NO.-1115, MOUZA-RAIGACHI, J.L. NO:-12, P.S.- RAJARHAT, DIST.- NORTH24 PARGANAS, UNDER RAJARHAT BISHNUPUR 1 NO. GRAM PANCHAYET.

# TOTAL AREA OF DAG NO. 639 is 87 DECIMAL



Md. Abdus Rasid

Namel Karel

Others / Authorised Ciana

# NAME & SIGNATURE OF THE VENDOR/S:

LEGEND : 2.7500 DECIMAL EQUIVALENT TO 1.6637 COTTAH UNDIVIDED SHALI LAND OUT OF DIVIDED AND DEMARCATED 5.5000 DECIMAL OUT OF 87 DECIMAL LAND IN R.S./L.R. DAG NO. 639.

SHOWN THUS :-





Additional District Sub-Registrar Rajarhat, New Town, North 24-Pgs.

# SPECIMEN FORM TEN FINGER PRINTS

SI. No.	Signature of the executants and/or purchaser Presentants		===			217
		Little	Ring	Middle (Left	Fore Hand)	Thumb
Dang N	amsh Lang.					
	25	Thumb	Fore	Middle (Right	Ring Hand)	Little
W-1		Little	Ring	Middle (Left	Fore Hand)	Thumb
	bolur Rapid					
		Thumb	Fore	Middle (Right	Ring Hand)	Little
				erts		
		Little	Ring	Middle (Left	Fore Hand)	Thumb
	7	Thumb	Fore	Middle (Right	Ring Hand)	Little



Additional District Sub-Registrar Rajarnat, New Town, North 24-Pgs.



# Government Of West Bengal

Office Of the A.D.S.R. RAJARHAT District:-North 24-Parganas

Endorsement For Deed Number: 1 - 03369 of 2015 (Serial No. 03638 of 2015 and Query No. 1523L000003448 of 2015)

# On 10/03/2015

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

Presented for registration at 20.20 hrs on :10/03/2015, at the Private residence by Naresh Kumar Ladha ,Claimant

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

Execution is admitted on 10/03/2015 by

- 1. Mohammad Abdur Rashid Alias Abdul Rasid, son of Lt. Mohammad Abdul Chattar , Raigachi, Thana:-Rajarhat, P.O. :-Rajarhat, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700135, By Caste Muslim, By Profession: Others
- Naresh Kumar Ladha Authorized Signatory, Cornsilk Enclave Pvt. Ltd., 53/4, P N Middya Road, Kolkata, Thana:-Beliaghata, District:-Kolkata, WEST BENGAL, India, Pin:-700056.
  - 1/1, Camac Street, 3rd Floor, ', Kolkata, Thana:-Shakespeare Sarani, District:-Kolkata, WEST BENGAL, India, Pin:-700016. . By Profession : Others

Identified By Md Samim, son of A Bhas, Raigachi, Thana:-Rajarhat, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700135, By Caste: Muslim, By Profession: Business.

> ( Debasish Dhar ) Additional District Sub-Registrar

#### On 17/03/2015

# 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 of Indian Stamp Act 1899.

#### Payment of Fees:

Amount by Draft

Rs. 17174/- is paid, by the draft number 223073, Draft Date 16/03/2015, Bank Name State Bank of India, DALHOUSIE SQUARE, received on 17/03/2015

( Under Article : A(1) = 17160/- ,E = 14/- on 17/03/2015 )

# 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.-15.60.001/-

Certified that the required stamp duty of this document is Rs.- 78020 /- and the Stamp duty paid as: Impresive Rs.- 10/-

> Additional District Sub-Registrar Rajarnat, New Town, North 24-Pgs.

( Debasish Dhar ) ontronal District Sub-Registrar

EndorsementPage 1 of 2



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# **Government Of West Bengal** Office Of the A.D.S.R. RAJARHAT

District:-North 24-Parganas

Endorsement For Deed Number: I - 03369 of 2015 (Serial No. 03638 of 2015 and Query No. 1523L000003448 of 2015)

# Deficit stamp duty

Deficit stamp duty Rs. 78020/- is paid , by the draft number 223072, Draft Date 16/03/2015, Bank : State Bank of India, DALHOUSIE SQUARE, received on 17/03/2015

> ( Debasish Dhar ) Additional District Sub-Registrar

Additional District Sub-Registrar

17 MAR 2015 Additional District Sub-Registrar

EndorsementPage 2 of 2



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# Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 6 Page from 10856 to 10870 being No 03369 for the year 2015.



(Debasish Dhar) 17-March-2015 Additional District Sub-Registrar Office of the A.D.S.R. RAJARHAT West Bengal



Dated this 10th day of March , 2015

#### Between

Mohammad Abdur Rashid alias Abdul Rasid alias Md. Abdul Rasid ... Vendor

#### And

Cornsilk Enclave Pvt. Ltd. ... Purchaser

#### CONVEYANCE

Land Measuring
2.75 (two point seven five) decimal
Portion of
R.S./L.R. Dag No. 639
Mouza Raigachi
Police Station Rajarhat
District North 24 Parganas

# Saha & Ray

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