

No. E314N/16

Notarial Certificate

To all to whom these present shall come, I, Kamal Kumar Paul duly appointed by the Government of India as Notary and practising within the city of Kolkata. W.B. Union of India do hereby certify that the paper writings collectively marked 'A' annexed hereto, hereinafter called the paper writings. 'A' are presented before me.

Original, Partnership
Executed by Mr. Varun Todi of 2 Queen Park, Kal-19
of Per the Same.

hereinafter referred as the "executant/s" on the
of in the year Two Thousand.

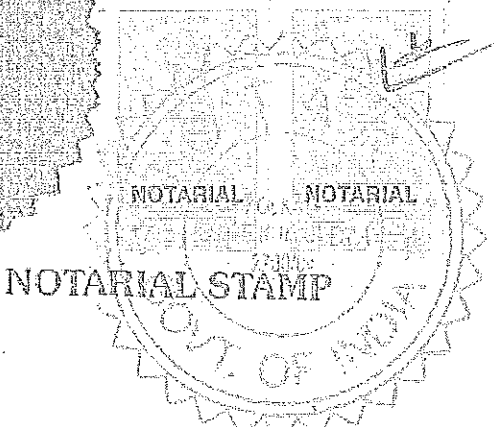
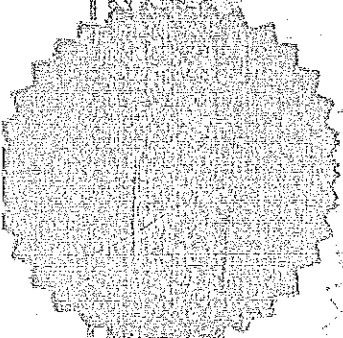
The "executant/s" having admitted the execution of the paper writings "A" and being satisfied as to the identity of the executant I have attested the execution.

In faith and testimony whereof, I, the said Notary, have hereinto subscribed my name and affixed my seal of office this
of 20

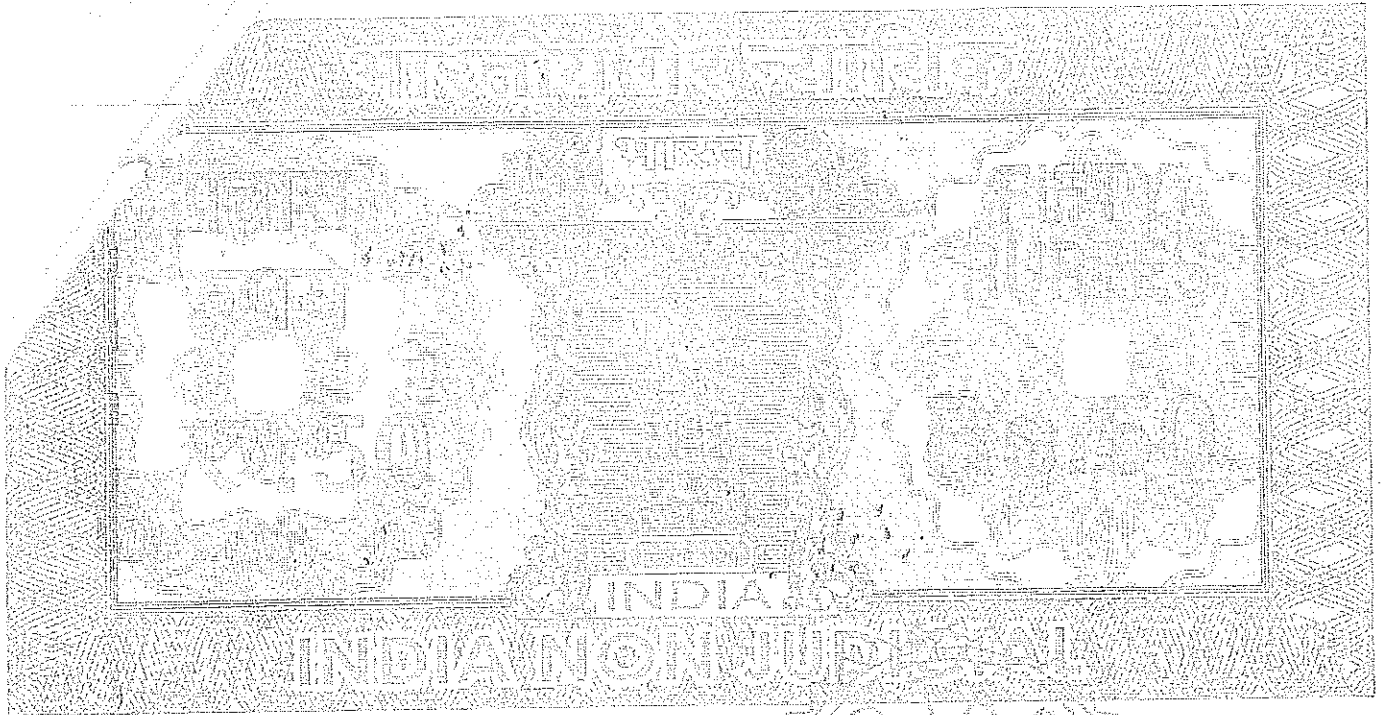
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Kamal Kumar Paul
March, 31st, 2016

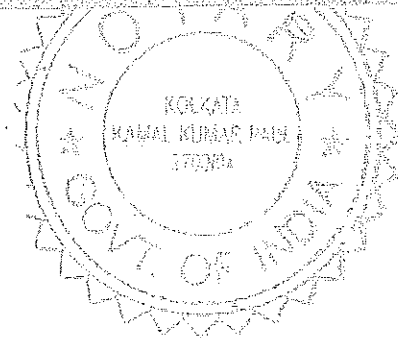
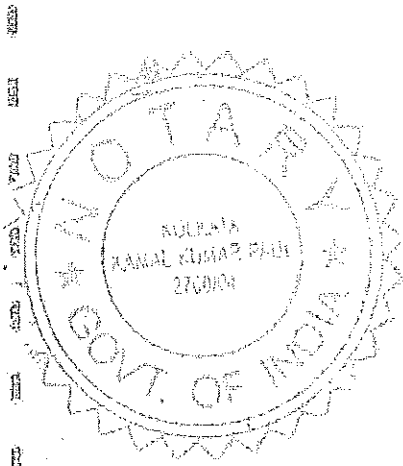


Notary
Regd. No. 2700/04
Govt. of India
CMM's Court
2 & 3 Bankshall Street
Kolkata - 700 001



भारत गणराज्य पश्चिम बंगाल WEST BENGAL

V 524936



This Deed of Reconstitution of Partnership made this the 31st day of March, 2016 ("Deed") Between (1) Mr. Varun Todi, son of Mr. Pawan Kumar Todi, residing at 2, Queens Park, Kolkata - 700 019, (2) Mr. Rishi Todi, son of Mr. Pawan Kumar Todi, residing at 2, Queens Park, Kolkata - 700 019, (3) Mr. Anant Nathany, son of Mr. Rajesh Nathany, residing at 10A, Ballygunge Circular Road, Anjana Building,

RAMBHAGAR PAPER AND BOND PRIVATE LIMITED

Varun Todi

Varun Todi

Rishi Todi

Anant Nathany

Anant Nathany

KAMAL KUMAR PAUL
NOTARY GOVT. OF INDIA
Regd. No. 2700104
C.M.A.'s, Court
2 & 3 Bachehat Street
Kolkata-700 001

31 MAR 2016

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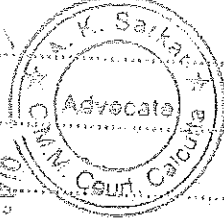
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DATE

SOLD TO

ADDRESS

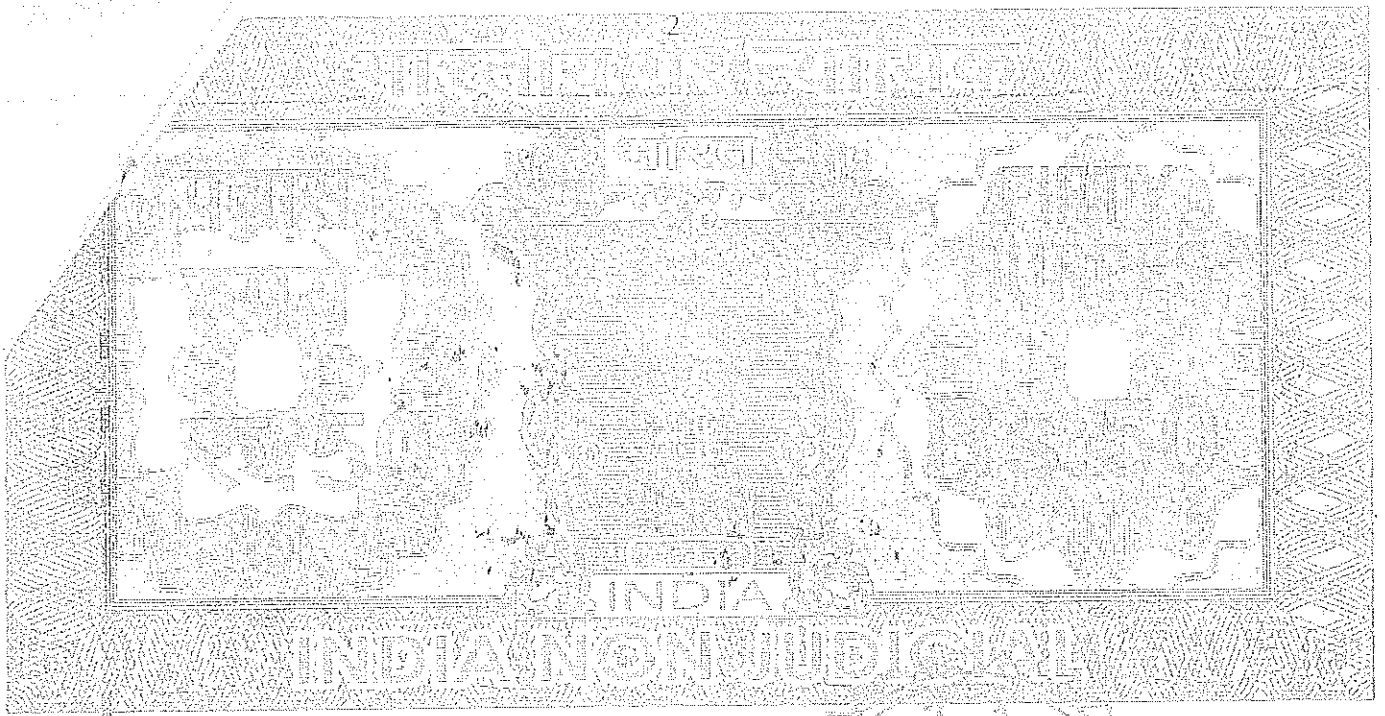
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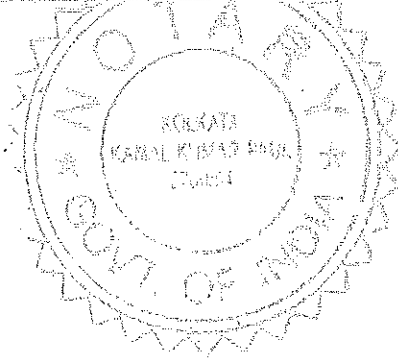
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LICENCED NO.
20 & 20A/1973

ANJUSHREE BANERJEE
L. S. VENDOR (OF
HIGH COURT, KOLKATA - 700 011



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

V 524938



Kolkata - 700 019, and (4) Mr. Akshay Nathany, son of Mr. Rajesh Nathany, residing at 10A, Ballygunge Circular Road, Anjana Building, Kolkata - 700 019, collectively hereinafter referred to as the "Present Partners" (which expression shall mean and include each of their respective successors-in-interest and/or permitted assigns) of the One Part And Raninagar Paper and Board Private Limited, a company existing under the provisions of the Companies Act, 2013, having its registered office at "Todi Mansion", 4th floor, P-15, India Exchange Place Extensions, Kolkata - 700 073, represented by its Director, Mr. Chetan Todi son of Mr. Pawan Kumar Todi, hereinafter referred to as the "Incoming Partner" (which expression shall mean and include its successors-in-interest and/or permitted assigns) of the Other Part:

Akshay Nathany

Akshay Nathany

Chetan Todi

Kamal Kumar Paul

RANINAGAR PAPER AND BOARD PRIVATE LIMITED

Honest Kumar Sharma

Pawan Kumar Todi

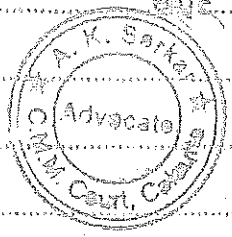
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KAMAL KUMAR PAUL
NOTARY GOVT. OF INDIA
Regt. No. 2700/04
C.J.M.S. Court
2 & 3 Backshall Street
Kolkata-700 001

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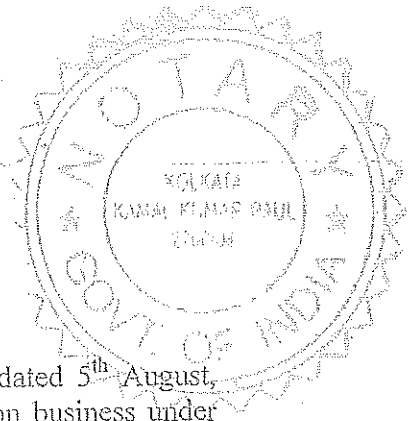


CODE NO. (1967)
LICENCE NO.
20 & 29A/1973

09 MAR 2016

ANJUSHREE BANERJEE
L. S. VENDOR (95.)
HIGH COURT, KOLKATA 700 001

107/16



Whereas:

- A. In pursuance of a Deed of Reconstitution of Partnership dated 5th August, 2015 ("Earlier Deed"), the Present Partners are carrying on business under the name and style of "Premier Mica Mining and Manufacturing Company" ("Firm") for the purpose and on the terms and conditions as recorded in the said partnership deed.
- B. In view of the Incoming Partner having evinced an interest and/or expressed its desire and willingness to join the Firm as a partner thereof, it has been mutually agreed to induct the Incoming Partner as a partner of the Firm on and from the date hereof ("Effective Date") on certain mutually agreed terms and conditions, as recorded hereunder.

Now Therefore, in consideration of the mutual covenants and understandings and valuable consideration set forth herein, the sufficiency whereof is hereby admitted and acknowledged by each of the parties hereto, the parties hereinabove named agree as follows:

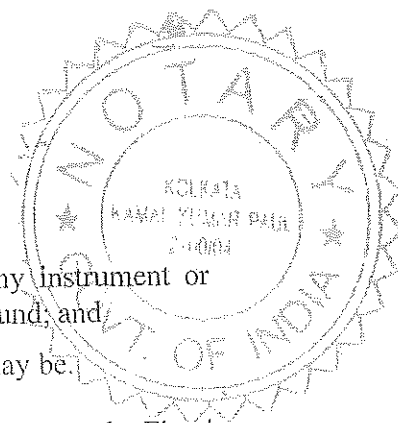
- 1. In this Deed, unless the context otherwise requires, capitalized terms defined by inclusion in quotations and/or parenthesis shall have the meanings so respectively ascribed to each of such terms.
- 2. Each party hereto represents and warrants to the other party as hereunder in so far as it pertains to and/or relates specifically to such party, and furthermore in so far as the same is applicable to such party:
 - 2.1 he/it is competent to and/or has the requisite power, capacity and authority necessary to execute this Deed and to perform his/its obligations as stipulated hereunder;
 - 2.2 the execution and the delivery of this Deed and the performance of his/its obligations stipulated herein have been duly authorized by all necessary actions, if any required, and all approvals as may be required, have been obtained by him/it;
 - 2.3 this Deed constitutes valid, legally binding and enforceable obligations on him/it;
 - 2.4 the execution and delivery of this Deed and the performance by him/it of the obligations hereunder:
 - 2.4.1 is in accordance with its memorandum of association and articles of association, if applicable;
 - 2.4.2 does not breach any law or regulation to which he/it is subject to;

RANSHAGAR PAPER AND BOARD PRIVATE LIMITED

Union Bank of India

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31 MAR 2015

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KAMAL KUMAR PAUL
NOTARY GOVT. OF INDIA
Regd. No. 2700/04
C.M.M.'s. Court
2 & 3 Bankend Street
Kolkata-700 001



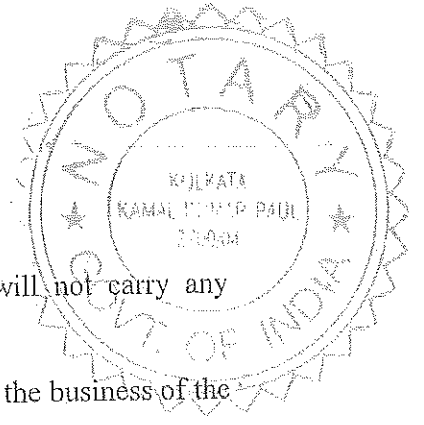
- 2.4.3 does not breach or constitute a default of any instrument or agreement or arrangement by which he/it is bound; and
- 2.4.4 is neither insolvent nor bankrupt, as the case may be.
3. It is hereby recorded and agreed that on and from the Effective Date, the Firm/ partnership under the name and style of "Premier Mica Mining and Manufacturing Company", being a partnership at will, stands reconstituted and/or shall be deemed to have been reconstituted with effect from the Effective Date, to comprise of/comprising of only each of the Present Partners and the Incoming Partner (individually referred to as a "Partner" and collectively as "Partners"), with its principal place of business presently continuing from 98, Barrackpore Trunk Road, Kolkata - 700 090 or subsequently from such other place or places as may be mutually decided from time to time by the Present Partner No. 2, the Present Partner No. 3 and the Present Partner No. 4 (collectively, "Leading Partners").
4. The business of the partnership shall *inter alia* include the business of real estate development projects and associated infrastructure projects *inter alia* in and around the State of West Bengal, and such other or further businesses and/or activities as may be mutually agreed to amongst the Leading Partners.
5. The Incoming Partner has contributed a sum of Rs. 2,28,00,000/- (Two Crores and Twenty Eight Lacs only) towards the additional capital of the partnership as and by way of 'preferred capital', it being unequivocally agreed and understood between the Partners that such contribution has been arrived at on the basis of mutual discussions and agreement amongst the Partners hereto as also the involvement of the Incoming Partner in the day-to-day business of the Firm and also the expected benefits and profits that would accrue to the Incoming Partner from the business of the Firm as it presently stands.
6. Keeping in view the capital contributions already respectively made by the Present Partners as recorded in the Earlier Deed, and in view of their proposed role and contribution in the expansion of the business of the Firm as also their respective technical knowledge and expertise, for the avoidance of any doubt it is expressly clarified that presently no further capital contribution is required to be made by the Present Partners.
7. Any subsequent capital requirements for carrying on the business of the Firm shall be contributed by the Partners in such proportion as may be mutually decided by the Leading Partners or in proportion to the respective entitlement/ share of the Partners, as the case may be, in the profits/losses of the Firm as stipulated hereinafter, as may be determined by the Leading Partners. The aforesaid contributions made by the Incoming Partner as well as any further

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 RANINAGAR PAPER AND BOARD PRIVATE LIMITED

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 31 MAR 2015

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 KAMAL KUMAR PAUL
 NOTARY GOVT. OF INDIA
 Regd. No. 2700/04
 C.M.M.'s Court
 233 Bankshall Street
 Kolkata-700 011



contribution that may be made by any of the Partners will not carry any interest.

8. The Partners shall share the profits and/or bear the losses of the business of the Firm in the following ratio:-

Partner	Name of Partner	Percentage
Present Partner No. 1	Mr. Varun Todi	35% (thirty five percent)
Present Partner No. 2	Mr. Rishi Todi	35% (thirty five percent)
Present Partner No. 3	Mr. Anant Nathany	12.50% (twelve point fifty percent)
Present Partner No. 4	Mr. Akshay Nathany	12.50% (twelve point fifty percent)
Incoming Partner	Raninagar Paper and Board Private Limited	5% (five percent)

All the outgoing and expenses of the Firm shall be paid out of the profits of the business of the Firm, and in case of any deficiency from the capital, and lastly by the Partners in their aforesaid shares.

9. The Incoming Partner confirms that prior to the execution of these presents the Incoming Partner has conducted its independent due diligence in respect of the Firm and the businesses, assets, properties, accounts etc. of the Firm and inspected all the deeds, papers, books, records etc. pertaining thereto, and only after completely understanding the state and condition of the Firm including but not limited to its financial condition and the title of the assets and properties held by the Firm, and being fully satisfied in respect thereof and thereafter accepting the same without dissent or demur or cavil, evinced an interest to become a Partner of the Firm, in pursuance whereof this Deed is being executed, and thus the Incoming Partner covenants and undertakes not to make/raise/set up any claim, demand or action contrary to the aforesaid provided that the aforesaid shall not absolve the Present Partners from any acts, deeds or things done, executed or performed prior to the Effective Date, for the resolution/ rectification whereof, each of the Present Partners shall continue to remain liable and responsible, and shall keep the Incoming Partner safe, harmless and indemnified in respect thereof.

RANINAGAR PAPER AND BOARD PRIVATE LIMITED

Harish Kumar & Harma

Varun Todi

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Rishi Todi

Anant Nathany

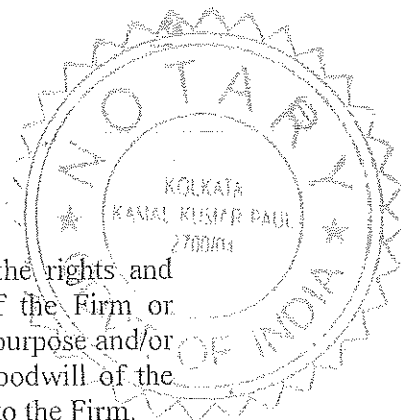
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NOTARY GOVT. OF INDIA

Regd. No. 2700/04

C.M.A.'s Court

2 & 3 Barkanah Street

Kolkata-700 001



10. The property of the Firm shall include all the property and the rights and interests in the property originally brought into the stock of the Firm or acquired by purchase or otherwise by or for the Firm or for the purpose and/or in the course of business of the Firm, and shall include the goodwill of the business and any property purchased with the money belonging to the Firm.
11. It is agreed and confirmed by each of the Partners that the Leading Partners shall collectively manage and control the affairs of the partnership and shall do, execute and perform all the acts, deeds, things and matters pertaining to/in respect of the day-to-day running, supervision and operation of the Firm as also the conduct and/or expansion of the business of the Firm and the projects of the Firm, and thus take all decisions in respect of the Firm and all issues and matters related thereto, each only in mutual consultation with each other, it being agreed and understood that only such decisions which have been mutually arrived at with the consent and concurrence of each of the Present Partner No. 2, the Present Partner No. 3 and the Present Partner No. 4 shall be implemented, executed and performed, and shall bind each of the Partners and the Firm, but shall not absolve the Partners of their respective liability and responsibility in respect thereof as Partners of the Firm.
12. Once every calendar month, the Leading Partners shall be obliged to provide the accounts of the Firm to the other Partners, and thereafter, all the Partners shall on a mutually convenient date, hold a meeting to discuss the operations and business of the Firm and to clarify queries, issues etc. if any, pertaining to the same.
13. In the event while operating and/or conducting the business of the Firm, any of the Leading Partners utilise/employ any of their own respective infrastructure, manpower, resources etc. and/or that of any of the companies/firms/entities respectively under the control and management of any of the Leading Partners, the Firm shall reimburse all such costs, expenses etc. at actuals to each of the concerned Leading Partners.
14. It is agreed that the Leading Partners shall, from time to time, be entitled, to determine if any remuneration is payable to any/some/all of the Partners, as also the respective quantum(s) thereof, if any.
15. The bank account(s) shall be maintained in the name of the Firm and shall be operated jointly and/or severally by the Present Partner No. 2 and the Present Partner No. 3 in such a manner as may from time to time be mutually agreed amongst the Leading Partners.
16. None of the Partners shall, without prior written consent of each of the other Partners, directly or indirectly:-

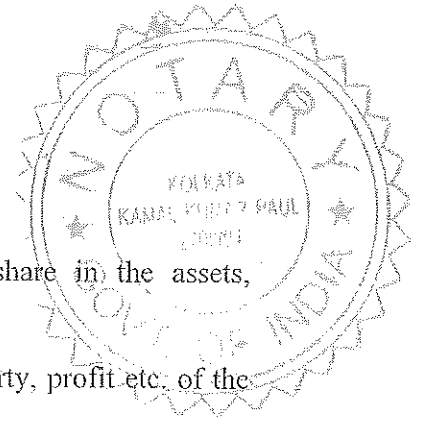
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 NOTARY GOVT. OF INDIA
 Regd. No. 2700004
 C.M.'s. Court
 2 & 3, Bankshall Street

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 NOTARY GOVT. OF INDIA
 Regd. No. 2700004
 C.M.'s. Court
 2 & 3, Bankshall Street



- a) assign, mortgage, charge, alienate etc. his/its share in the assets, business, profits etc. of the Firm; and/or
 - b) dispose of by pledge, sale or otherwise any property, profit etc. of the Firm; and/or
 - c) stand bailee or surety for any party/person/entity which may in any manner endanger the assets, business, profits etc. of the partnership and/or the Firm; and/or
 - d) transfer and/or sell and/or deal with his/its rights, title and interest in the said partnership and/or the Firm.
17. No new partner shall be inducted into the Firm without the prior mutual consent in writing of all the Partners hereto.
 18. Each Partner shall be at liberty to carry on any other business of any nature whatsoever including but not limited to the business being carried out by the Firm, and further each Partner shall be entitled to trade for his/its own benefit and/or for the benefit of any other firm/company/entity in which he/it is or might be a partner/shareholder/director/stakeholder etc..
 19. Each of the Partners undertake and covenant to be just and faithful to each other, and not to do, execute or perform or cause or suffer to be done, executed or performed any act, deed or thing which may be detrimental to the interest of the partnership, and further none of the Partners shall make any concealed profit.
 20. For the business of the partnership, the Firm shall be entitled to borrow monies in the name of the Firm from banks, financial institutions, government or semi-government bodies and/or any other party/person/entity, with or without securities, including by way of pledge, mortgage, etc. of the assets of the Firm, whether movable and/or immovable.
 21. The Partners have mutually agreed to and hereby accept all the past debts and liabilities due to all financial institutions and other creditors, if any, as disclosed in the profit and loss account and the balance sheet of the Firm as on the Effective Date, on the same terms and conditions at which the same subsist thereunder, and to ratify all acts and deeds in respect thereof.
 22. Proper books of account shall be maintained and all such books and accounts together with all vouchers, documentary evidence, all receipts, papers and writings of the partnership shall be kept at the principal place of business of

RAJNIGAR PAPER AND BOARD PRIVATE LIMITED

Honest Kumar Sharma

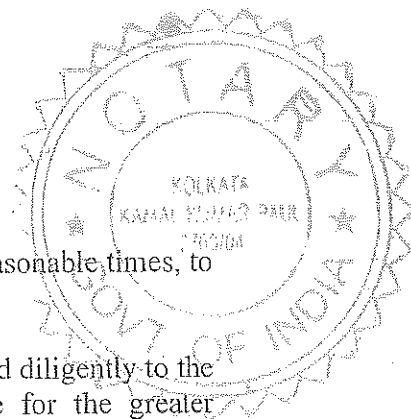
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28/3 Ballygunge Street

the Firm, and all the Partners shall have free access, at all reasonable times, to examine the same and/or to take extracts thereof.

23. The Partners and particularly the Leading Partners shall attend diligently to the business of the partnership/Firm, and carry on the same for the greater advantage of the partnership/Firm.
24. Each of the Partners shall be liable to pay his/its share of income tax, while the taxes assessed against the Firm shall be paid on behalf of the Firm and shall be treated as an establishment expense of the Firm.
25. Each of the Partners shall punctually pay and discharge their separate and respective private debts and liabilities, whether present or future, and shall indemnify and keep the Firm and the other Partners safe, harmless and indemnified against and/or in respect of the same.
26. The monies, investments and other valuable items belonging to the Firm or such as may come into the possession of the Firm and are not immediately needed for the day-to-day business of the Firm, shall be kept properly invested or in safe custody. No Partner shall employ or utilize or expend any money, security, goods, properties, assets and effects of the partnership/Firm or engage credit thereof for his/its own individual benefit and/or in any manner save on account of the partnership/Firm unless otherwise mutually agreed to by the Leading Partners. No Partner shall withdraw any amount from the capital contribution made by any of them. The stock in trade, capital, land, assets, properties etc. of the Firm shall in no way be liable for any personal debt and/or act of any of the Partners.
27. On the 31st day of March of every English calendar year, the profit and loss account and the balance sheet shall be drawn up and the net profit or net loss of the Firm as determined, shall be duly adjusted amongst all the Partners in the proportion as set forth in Clause 8 hereinabove.
28. Any Partner desirous of retiring from the Firm may do so either by giving a 3 (three) months notice in writing to all the other Partners or with the mutual consent of all the Partners, whereupon his/its accounts, if any, as mutually agreed amongst the Partners, shall be settled within 3 (three) months thereafter subject to availability of funds and further subject to such retiring Partner executing and registering all deeds and documents as may be required. On and from and/or after the date of his/its retirement, the retiring Partner shall have no manner of right, title or interest whatsoever in the partnership business/Firm, which the remaining Partners may carry on.



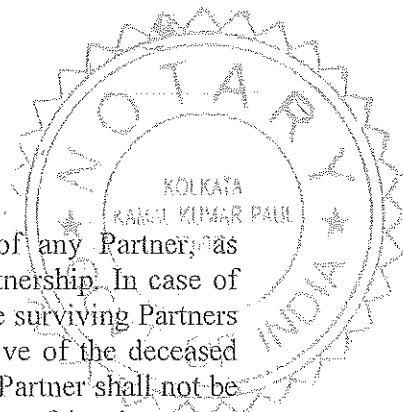
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Kamlesh Kumar Sharma

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Kolkata-700 001



29. The retirement or death or insolvency or bankruptcy of any Partner, as applicable, shall not have the effect of dissolving the partnership. In case of death of a Partner, the partnership may be carried on by the surviving Partners along with the senior most legal heir or legal representative of the deceased Partner. In case of retirement of any Partner, such retiring Partner shall not be entitled to any share in the goodwill of the Firm. In case of insolvency or bankruptcy of any Partner,
30. In the event the Leading Partners mutually agree to dissolve the partnership, then on such dissolution, after taking into account all the assets, properties, equipments, furniture, fittings etc. of the Firm, first all the liabilities of the Firm shall be discharged and/or repaid and further necessary amounts shall be set aside to facilitate fulfillment of any outstanding obligations of the Firm, and in order to achieve the same, such part or portions of the assets, properties etc. of the Firm shall be liquidated as may be mutually determined by the Leading Partners. Subsequently, the balance if any, shall be applied to refund, without any interest, the respective capital contribution(s) made from time to time by each of the Partners, and thereafter the remaining assets/balance, if any, shall be divided between and/or taken over by the Partners hereto in their respective profit and/or loss sharing ratios. However, it shall be open to any one or more of the Partners to take over the said partnership business as a going concern on paying owelty money as mutually agreed between the Partners.
31. It is further recorded and clarified that only such of the provisions of the Earlier Deed stand superceded by this Deed in so far this Deed records/stipulates corresponding/similar provisions, on the clear and unequivocal understanding that in the event of any inconsistency between the corresponding provisions of the Earlier Deed and these presents, the provisions of this Deed shall prevail, and further that this Deed is being executed without prejudice to the acts, deeds and things done, executed and performed in pursuance of the Earlier Deed and further without prejudice to each of the covenants, undertakings, obligations of GNB Motors Limited as recorded thereunder as also of the obligations undertaken by the Present Partners vis-a-vis the said GNB Motors Limited.
32. All the disputes and differences between the parties hereto including but not limited to the construction and/or interpretation and/or meaning and/or effect of any of the provisions of this Deed and/or any part thereof and/or the accounts and/or profits and/or losses of the business of the Firm and/or the respective rights and liabilities of the parties under this Deed and/or the dissolution of the business and/or any other matter relating to/touching the affairs of the Firm shall be referred to the sole arbitration of Ms. Radhika Singh, Advocate, presently having her office at "Nicco House", 2, Hare Street,

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RAJNAGAR PAPER AND BOARD PRIVATE LIMITED

Kamal Kumar Paul

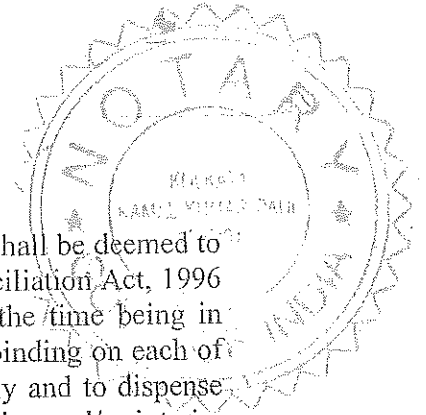
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Regd. No. 2704/04
C.M.M's. Court
2 & 3 Parkhall Street
Kolkata-700 001



2nd floor, Kolkata - 700 001 ("Arbitrator"), and the same shall be deemed to be a reference within the meaning of the Arbitration & Conciliation Act, 1996 and/or any other statutory modification or enactment for the time being in force, and the decision of the Arbitrator shall be final and binding on each of the parties. The Arbitrator shall be entitled to act summarily and to dispense with the rules of procedure and evidence and pass non-speaking and/or interim award(s) including the power to dissolve the Firm. Each of the parties agree and covenant with each other that they have full trust and faith in the Arbitrator, and hereby and hereunder waive the applicability of all/any conditions/restrictions/prohibitions which would/could and/or by virtue of which the Arbitrator may stand disqualified from acting as the arbitrator in terms of/in pursuance of this Deed, and each of the parties further agree and confirm that the factum of this Deed having been drafted by the Arbitrator at the instructions of each of the parties hereto, shall not be a ground to *inter alia* dispute and/or challenge the appointment and/or continuation of the Arbitrator as an arbitrator and/or any order/award passed by the Arbitrator.

- 33. Except as provided in these presents the provisions of the Indian Partnership Act, 1932, will apply.
- 34. Any term/provision of this Deed may hereafter be modified or varied or amended only with the mutual consent of the Leading Partners.
- 35. If any provision of this Deed or the application thereof to any person or circumstance be declared invalid or unenforceable to any extent, the remainder of this Deed and the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each of the other provisions of this Deed shall be valid and enforceable to the fullest extent permitted by law. If any such provision is so held to be invalid, illegal or unenforceable, the parties hereto undertake to use their best efforts to reach a mutually acceptable alternative to give effect to such provision in a manner that is not invalid, illegal or unenforceable.
- 36. This Deed and/or any matter connected herewith shall be subject only to the sole and exclusive jurisdiction of the original side jurisdiction of the High Court at Calcutta/Kolkata.

RANWAGAR PAPER AND BOARD PRIVATE LIMITED

Urmasi Kamal Shrivastava

Arpana

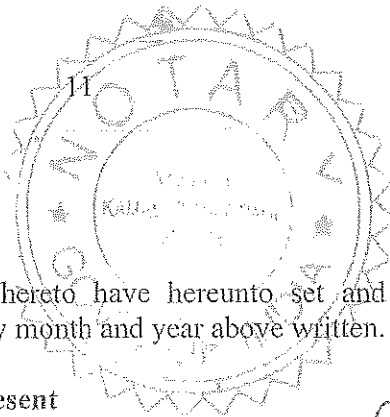
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KAMAL KUMAR PAUL
- NOTARY GOVT. OF INDIA
Regd. No. 2700/04
C.M.M.'s Court
2 & 3 Bankshall Street
Kolkata-700 001



In Witness Whereof the parties hereto have hereunto set and subscribed their respective hands and seals on the day month and year above written.

Executed and Delivered by the Present Partner No. 1 in the presence of:

[Handwritten signature]

Executed and Delivered by the Present Partner No. 2 in the presence of:

[Handwritten signature]

Executed and Delivered by the Present Partner No. 3 in the presence of:

[Handwritten signature]

Executed and Delivered by the Present Partner No. 4 in the presence of:

[Handwritten signature]

Executed and Delivered by the Incoming Partner in the presence of:

Signature Attested Only
Identification of [unclear]
RAMNAGAR PAPER AND BOARD PRIVATE LIMITED

[Handwritten signature]
SRINI KUMAR PRYKAP
11/11/16

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KAMAL KUMAR PAUL
NOTARY GOVT. OF INDIA
Kolkata, West Bengal.

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31.03.16
KAMAL KUMAR PAUL
NOTARY GOVT. OF INDIA
Regd. No. 2700/04
C.M.M.'s Court
2 & 3 Benchhall Street
Kolkata-700 001

31 MAR 2016

NOTARIAL CERTIFICATE

Dated

Day of

20



In the Matter of :
Instrument 'A'
And
In The Matter of :

NOTARIAL CERTIFICATE

Kamal Kumar Paul

B.Sc., B.A. (Spl.) LL.B.
Advocate & Notary
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