

পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL

K 251171

Cartified that the Decement is admitted to Replacement short attached to this document and the part of the Decement

Addition of the second

CONVEYANCE

7 DEC 1022

1. Date: 6th day of December 2022

2. Place: Kolkata

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SAILESH MICHRA

CO Mishira A Manra Advocatest

OR High Court Calculta)

- 6 DEC 2022

SURANJAN MUCHERJEE

Licensed Signing Vendor

2 & 3, K. S. Rest Bond, Ref-1

- 6 DEC 2022

K 251174



3. Parties:

- 1. Rising Tide Ventures Private Limited a Private Limited Company within the meaning of and incorporated under the provisions of The Companies Act, 1956 read with The Companies Act, 2013 having its having its Registered Office at P-144 Remount Road Kolkata 700027 having LT. Pan No. AALCR2910G represented by its Authorised Representative Mr. Joydeep Chatterjee son of Sambhu Nath Chatterjee [PAN: AHUPC3155F] [Aadhaar: 8637 1955 7154] (VENDOR includes heirs, executors, successors, administrators, legal representatives and assigns)
- 2. Matara Aquaculture West Bengal Private Limited a Private Limited Company within the meaning of and incorporated under the provisions of The Companies Act, 1956 read with The Companies Act, 2013 having its having its Registered Office at Vill. - Girirchak, PO - Narghat, PS - Nandakumar, Dist; Purba Medinipur, Pin: 721669, West Bengal, India having I.T. Pan No. AAFCM3590D represented by its Director Mr. Ranjit Lawrence Osta nee Ranjeet Larance son of Mr. Norbote Larance Osta [PAN: AAFPO6456K] [Aadhaar: 8875 3813 6699], (CONFIRMING PARTY includes heirs, executors, successors, administrators, legal representatives and assigns)

AND

Rising Tide a partnership firm registered under the Indian partnership act 1932 having 3. its Registered Office at P-144 Remount Road Kolkata 700027 having I.T. Pan No. AAXFA5113B represented by its partner Arnab Victor Mukherjee son of Amit Ranjan Mukherjee [PAN : AWTPM1964C] [Aadhaar : 3932 8085 3410] (PURCHASER includes heirs, executors, successors, administrators, legal representatives and assigns)

NOW THIS CONVEYANCE WITNESSES:

4 Definitions:

"Purchasers"- shall mean and include Rising Tide a partnership firm registered 4.1. under the Indian partnership act 1932 having its Registered Office at P-144 Remount Road Kolkata 700027 having I.T. Pan No. AAXFA5113B represented by its partner Arnab Victor Mukherjee [PAN: AWTPM1964C] [Aadhaar: 3932 8085 3410] (PURCHASER includes heirs, executors, successors, administrators, legal representatives and assigns)

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- "Vendor"- shall mean and include Rising Tide Ventures Private Limited a 4.2. Private Limited Company within the meaning of and incorporated under the provisions of The Companies Act, 1956 read with The Companies Act, 2013 having its having its Registered Office at P-144 Remount Road Kolkata 700027 having I.T. Pan No. AALCR2910G represented by its Authorised Representative Mr. Joydeep Chatterjee son of Sambhu Nath Chatterjee [PAN: AHUPC3155F] [Aadhaar: 8637 1955 7154] (VENDOR includes heirs, executors, successors, administrators, legal representatives and assigns)
- CONFIRMING PARTY shall mean and include Matara Aquaculture West 4.3. Bengal Private Limited a Private Limited Company within the meaning of and incorporated under the provisions of The Companies Act, 1956 read with The Companies Act, 2013 having its having its Registered Office at Vill. - Girirchak, PO - Narghat, PS - Nandakumar, Dist: Purba Medinipur, Pin: 721669, West Bengal, India having I.T. Pan No. AAFCM3590D represented by its Director Mr. Ranjit Lawrence Osta nee Ranjeet Larance son of Mr. Norbote Larance Osta [PAN: AAFPO6456K] [Aadhaar: 8875 3813 6699] and the term or expression CONFIRMING PARTY shall mean and include their, executors, administrators and legal representatives. C. Party in not owner non fractiving any Consideration
- "Singular" shall include the Plural and Vice-versa. 4.4.
- "Masculine" shall include the feminine and Vice-Versa. 4.5.
- "Said Land" shall mean ALL THAT piece and parcel of land THAT piece and 4.6. parcel of Bastu land measuring about ALL THAT piece and parcel of the Land and measuring about more or less 85.594 Decimals (upon re-measurement found to be 85.594 initial document was of 84-3/4 decimals) comprising of 81-3/4 decimal out of 01 Acre 65 decimal out of total 2 acre 10 decimal commercial/factory land comprised in RS Dag no 8400 (LR Dag 10332) under RS khatian 23/3 and more or less, 3 decimal out of 01 Acre 32 decimal out of total 2 acre 45 commercial/factory land comprised in RS Dag no 8401 (LR Dag 10335) under RS khatian 23/3 at Mouja -Jalpai pro. Bagdoba Jalpai , J.L. No.70 Additional District Sub-Registry office Khanchi, P.S-Nandakumar, in District and District Registry office Purba Medinipur. morefully and particularly described in Schedule "A" hereunder.
- "Said Unit" shall mean and include "Said factory Unit" And "Said Residential 4.7. Unit".

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- 4.8. "Said factory Unit" shall mean and include ALL THAT piece and parcel of the Land (part of land defined in Schedule "A" above) and measuring about more or less 76.094 Decimals out of 81-3/4 decimal out of 01 Acre 65 decimal out of total 2 acre 10 decimal of Factory land comprised in RS Dag no 8400 (LR Dag 10332) under RS khatian 23/3 and more or less, 3 decimal out of 01 Acre 32 decimal out of total 2 acre 45 decimals of commercial/factory land comprised in RS Dag no 8401 (LR Dag 10335) under RS khatian 23/3 at Mouja -Jalpai pro. Bagdoba Jalpai , J.L., No.70 Additional District Sub-Registry office Khanchi, P.S-Nandakumar, in District and District Registry office Purba Medinipur, including right of pipes laid down for transferring waste water from factory to the river, morefully and particularly described in Schedule "B" hereunder.
- 4.9. "Said Residential Unit" shall mean and include ALL THAT 2nd and 3nd floor (including mezzanine above 2nd and 3nd floor and roof, including structure made on the roof) of the residential building, constructed on piece and parcel of the Land (part of land defined in Schedule "A" above) and measuring about more or less 9.5 Decimals out of 81-3/4 decimal out of 01 Acre 65 decimal out of total 2 acre 10 decimal of Residential land comprised in RS Dag no 8400 (LR Dag 10332) under RS khatian 23/3 and more or less. morefully and particularly described in Schedule "C" hereunder.

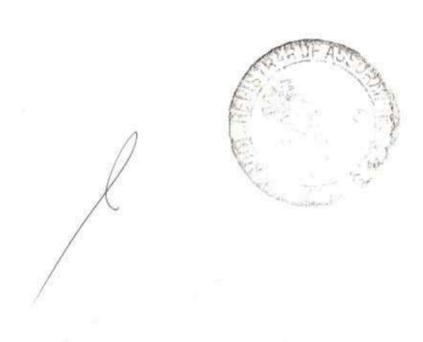
5. Subject Matter of Conveyance:

- 5.1. "Said Unit" shall mean and include the property defined in <u>THE SCHEDULE</u>-'B' and "C"
- 6. Representations, Warranties and Covenants of Vendor:
 - 6.1. Representations, Warranties and Covenants on Title: The Vendor represent, warrant and covenant regarding title as follows:
 - 6.1.1. WHEREAS by virtue of a Bengali partition deed dated 25.04.1972 one Ajit Ranjan Jana, since deceased, seized and possessed and entitled to 81-3/4 decimals of land comprising RS dag no. 8400, corresponding to LR dag no. 10332 and 3 decimals of land comprising RS dag no. 8401, corresponding to LR dag no. 10335 more fully described in schedule "Kha" of the said deed registered in the office of Additional District Sub Registrar Mohishadal, in Book number 1 volume number 55 Pages 186 to 201 being number 4534 for the year 1972, more fully described in schedule herein below.

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- 6.1.2. And whereas the said Ajit Ranjan Jana died on 05.07.2004 leaving behind his widow Smt. Rani Bala Jana, two sons namely Sri Asoke Jana and Anup Kumar Jana, and one daughter namely Namita Jana, as his sole legal heirs and accordinglyeach of the said heirs became owners of undivided 1/4 share of the said land, without any hindrance, interruptions from any corner and having clear, perfect and in-differentiable title free from all encumbrances and having good marketable title.
- 6.1.3. And whereas after physical measurement of the said land in question it was found that the total land was measuring about 85,594 decimals of land and each of the legal heirs of the said Ajit Ranjan Jana, deceased was owning approximately quantum of land as follows:-

Sri Asoke Jana-22.032 decimals (as per actual measurement the land, bit extra land was found)

Anup Kumar Jana - 21-3/16 (or 21.1875) decimals.

Smt. Rani Bala Jana - 21-3/16 (or 21.1875) decimals

Namita Jana- 21-3/16 (or 21.1875) decimals

- 6.1.4. And whereas By virtue of Bengali deed of gift dated 14 November 2005 registered in the office of Additional District sub registrar Kanchi, Purba Medinipur being number 4551 of 2005, the said Rani Bala Jana and Namita Jana, transferred their right title and interest in the land (measuring about 42-3/8 (or 42.375) decimals) out of their share of the said land more fully described in the schedule.
- 6.1.5. And whereas By virtue of Bengali deed of gift dated 14 November 2005 registered in the office of additional District sub registrar Kanchi, Purba Medinipur being number 4552 of 2005, the said Anup Kumar Jana, transferred his right title and interest in a portion of land measuring about 21-3/16 (or 21.1875) decimals out of his share of the said land more fully described in the schedule hereinbelow, in favour of the said Asoke Kumar Jana.
- And whereas By virtue of Bengali deed of gift dated 17 April 2013 registered in the office of additional District sub registrar Kanchi, Purba Medinipur being number 2436 of 2013, the said Asoke Kumar Jana, transferred his right title and interest in a portion of land measuring about 22.032 decimals out of his share of the said land more fully described in the schedule "A" hereinbelow, in favour of the said Anup Kumar Jana.

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- 6.1.7. And whereas By virtue of another Bengali deed of gift dated 17 April 2013 registered in the office of additional District sub registrar Kanchi, Purba Medinipur being number 2440 of 2013, the said Anup Kumar Jana, transferred his right title and interest in remaining portion of land measuring about 22.032 decimals out of his share of the said land more fully described in the schedule "A" hereinbelow, in favour of the said Asoke Kumar Jana.
- 6.1.8. And whereas By virtue of another Bengali deed of gift dated 09.12.2015 registered in the office of Additional District Sub Registrar Tamluk, Purba Medinipur being number 07172 of 2015, the said Asoke Kumar Jana, transferred his right title and interest in 9.6 decimal (a bit more or less later found to be about 9.5 decimals) of land upon which the residential building is constructed in favour of his mother Smt. Rani Bala Jana.
- 6.1.9. And whereas By virtue of another Bengali deed of gift dated 16.12.2015 registered in the office of Additional District Sub Registrar Tamluk, Purba Medinipur being number 07340 of 2015, the said Smt. Rani Bala Jana, transferred her right title and interest in 9.6 decimal (a bit more or less later found to be about 9.5 decimals) of land upon which the residential building is constructed in favour of her son Asoke Kumar Jana.
- 6.1.10. And whereas By virtue of inheritance from his father and gifts from his mother, brother and sister as stated herein above, the said Asoke Kumar Jana became sufficiently entitled to and possessed and fully seized of an area of entire land measuring about 85.594 decimals more fully described in the schedule "A" herein below.
- 6.1.11. AND WHEREAS the said Asoke Kumar Jana herein made an application before appropriate authorities for conversion of the characteristics of the said land and got the characteristics of the said land converted to residential and commercial/factory in nature.
- 6.1.12. AND WHEREAS the said Asoke Kumar Jana built up a residential house/building in a portion of the said land (measuring about 9.594 decimals) having Ground plus four-storey and measuring about 2389 square feet on each floor After getting the building plan sanctioned from appropriate authority.
- 6.1.13. AND WHEREAS the said Asoke Kumar Jana by virtue of a Bengali deed of lease registered in the office of ADSR Tamluk in book number 1 volume number 1101 – 2015 Pages from 72984-73003 being number 110107456 for the

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year 2015 also leased out the remaining portion of the said land measuring about 76 decimal to an entity named as Matara Aquaculture West Bengal Pvt. Ltd. (Confirming party) for a period of 33 years (with option to renew for further two terms of 33 years each with similar terms of the said lease) with permission to build a factory at the said land and accordingly the said company caused to build up the factory structure at the said location / land more fully described in the schedule "B" hereinbelow and also installed several machinery related to processing of aquaculture and fishery products.

- 6.1.14. AND WHEREAS the said Asoke Kumar Jana by virtue of a deed of conveyance registered in the office of ARA-1 Kolkata volume number 1901 - 2022 Pages from 406490-406520 being deed number 1-190109067/2022 and serial number 1901009553/2022 registered on 30/09/2022 completed on 20/10/2022, transferred his right title and interest on the said Land of area more or less 73.09 decimal, 3 decimal and 2 flats in the said residential build each having an area of 2389 sq ft more fully described in the schedule "B" and "C" hereinbelow in favour of Rising Tide Ventures Pvt. Ltd. and the Confirming party relinquished /surrendered all its rights, title and interest in the said property including the constructions being made thereupon and its lease rights upon the property.
- 6.1.15. In such circumstances the vendor herein became absolute owner of the property more fully described in the schedule "B" and "C" hereinbelow.
- 6.2. Representations, Warranties and Covenants on Encumbrances: The Vendor represents, warrants and covenants regarding encumbrances as follows:
 - 6.2.1.No Acquisition/Requisition: The Vendors have not received any notice from any authority for acquisition or requisition of the Said Units and declare that the Said Units are not affected by any scheme of any Authority, Government or Statutory Body.
 - 6.2.2.No Encumbrance by Act of Vendor: 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, whereby the Said Unit or any part thereof can or may be impeached, encumbered or affected in title.
 - 6.2.3.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 Unit to the Purchaser and by these presents the Vendor transfers its entire right title interest in said Land.

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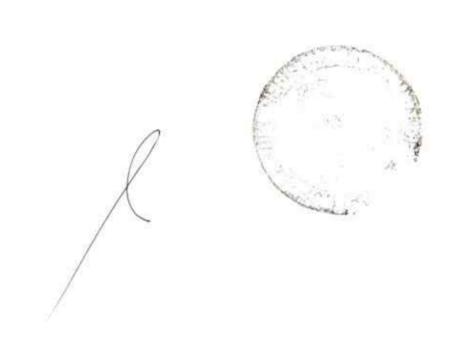


- 6.2.4.No Dues: No municipal tax, cess, surcharge or imposition or outgoing in respect of the Said Units are due to the Government or any other authority or authorities and no Certificate Case is pending for realization of any taxes from the Vendor. In case any Taxes/outgoings/cess etc. in respect of the said unit for the period before execution of these presents is found due, the Vendor undertakes to pay and clear the same.
- 6.2.5.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 unit or any part thereof.
- 6.2.6.Free From All Encumbrances: The Said Unit is now free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, lis pendens, uses, debutters, trusts, prohibitions, Income Tax attachment, financial institution charges, statutory prohibitions, acquisitions, requisitions, vestings 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 Unit is free, clear and marketable.
- 6.2.7.No Guarantee: The Said Unit is not affected by or subject to any corporate or personal guarantee for securing any financial accommodation.
- 6.2.8.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 Unit or any part thereof.
- 6.2.9.Marketable Title: The Vendor has got good and marketable title to the Said Unit free from all encumbrances, liabilities, attachments, acquisitions, alignments, requisitions and any statutory prohibitions, and is competent to transfer the same to the Purchaser.
- 6.2.10.No Previous Agreement: There is no other previous agreement for sale, transfer, lease etc. in respect of the Said Unit with any person.
- 6.2.11.No Claim: No person other than the Vendor has any right, title and interest of any nature whatsoever in the Said Unit. The vendor has full authority and permission to lay the pipeline from the factory to the river and on basis of such permission and authority the said the pipeline was laid.

Basic Understanding:

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7.1. Negotiations for Purchase: The Vendors approached the Purchaser and offered to sell the Said Units to the Purchasers free from all encumbrances to the Purchasers at a valuable consideration. And after long negotiation the consideration for the said unit was fixed Rs. 10,95,00,000/- (Ten Crores ninety five Lakhs only), and the confirming party agreed to confirm the instant transaction.

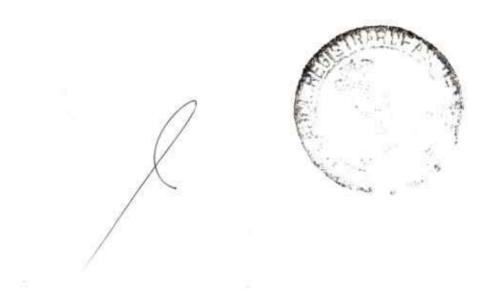
8. Transfer:

- 8.1. Hereby Made: The Vendor hereby sell, convey and transfer to the Purchaser, free from all encumbrances the Said Unit described in the Schedule "B" and "C" below, being part and parcel of the Said Land described in the Schedule "A" below.
- 8.2. Consideration: The sale, conveyance and transfer of the Said Unit (which includes said Residential and said factory unit as per schedule B and C) being the part of schedule A land is being made in consideration of a sum of Rs. 10,95,00,000/-(Rupees Ten Crores ninety five Lakhs Only), the entirety of which has been received by Vendor ,which the Vendor hereby as well as by receipt and Memo of Consideration below, admit and acknowledge.

9. Terms of Transfer:

- 9.1. Salient Terms: The transfer being effected by this Conveyance is:
 - 9.1.1. Sale: a sale within the meaning of the Transfer of Property Act, 1882.
 - 9.1.2. Absolute: absolute, irreversible and perpetual
 - 9.1.3. Free from Encumbrances: free from all encumbrances of any and every nature whatsoever including but not limited to all claims, demands, encumbrances, mortgages, charges, liens, attachments, lis pendens, uses, debutters, trusts, prohibitions, Income Tax attachments, financial institution charges, reversionary rights, residuary rights and statutory prohibitions and liabilities whatsoever.
 - 9.1.4. Easement Rights: The Transfer of the Said Units are together with all easements or quasi-easements or other stipulations or provisions for the beneficial use and enjoyment of the said units.
 - 9.1.5. Other Rights/facilities: The Transfer of the Said Unit is together with the right to use the common areas (only in the residential unit), with other co-sharers.
 - 9.1.6. All Other Rights, facilities, Liabilities and obligation and Proportionate share in the said land: The Transfer of the Said Units are together with the use and benefit of the purchasers together with all easements and quasi-easements

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- or other stipulations or provisions in relation to the beneficial use and enjoyment of the "said unit".
- 9.1.7. Transfer of Property Act: together with all obligations and duties of Vendor and vendee as provided in the Transfer of Property Act, 1882, save as contracted to the contrary hereunder.

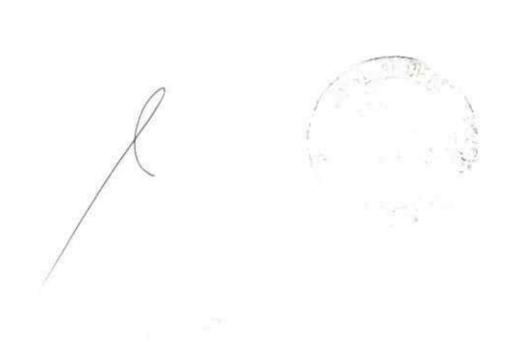
9.2. Other Covenants by the Vendor with the Purchaser:

- 9.2.1. The entire right title and interest of vendors in the said land is being transferred by theses presents AND THAT the Vendor have good right full power and absolute authority to grant transfer convey assign and assure the same in favour of the purchaser/ purchasers in the manner aforesaid;
- 9.2.2. The Vendors shall from time to time and at all times hereafter at the requests and costs of the Purchaser/Purchasers make do acknowledge execute and perfect with proper dispatch such further lawful and reasonable acts, deeds. matters and things whatsoever for further better and more perfectly assuring the said undivided proportionate impartible share and/or interest in the said land in relation to the to the said Unit".

9.3. Other Covenants by the Purchasers with the Vendor in relation to the said unit:

- 9.3.1. The Purchasers shall apply for and get his name mutated as owner in respect of the "Said Units" in the records of the Municipality/Gram Panchayet/Land Reforms, and shall also obtain separate assessment of the "Said Unit"
- 9.3.2. The Purchasers shall regularly and punctually Contribute and pay month by month and every month the proportionate share of the costs expenses and outgoings including the maintenance and service charges.
- 9.3.3. The Purchasers shall keep all sewers, drains, pipes, passages stairs, main entrance serving the "Said Unit" in good condition.
- 9.3.4. The Purchasers shall keep the "Said Unit in good substantial repair and condition so as to support and protect the other parts of the said building as they now enjoy.
- 9.4. Delivery of Possession: Peaceful and khas possession of the Said Unit in the Said Land has been handed over by the Vendor to the Purchaser.
- 9.5. Outgoings: All outgoings, including but not limited to rates and taxes and surcharge (outstanding as well as new on account of reassessment due to General Revaluation), levies and impositions and electricity charges of or on the Said Units in the Said land relating to the period till the date of this Conveyance, whether as

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yet demanded or not, shall be borne, paid and discharged by the Vendor, with regard to which the Vendor hereby indemnify and agree to keep the Purchasers fully and comprehensively saved, harmless and indemnified.

- 9.6. Holding Possession: The Vendors hereby covenant that, the Purchaser shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said unit and every part thereof and receive rents, issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Purchaser, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Vendor or any persons lawfully or equitably claiming any right or estate therein from under or in trust from the Vendor.
- 9.7. 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 cost of the Purchasers and/or its successors-in-interest, 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 Units.
- 9.8. Indemnity: The Vendor hereby covenant that the Vendor or any person claiming under him in law, trust and equity shall, at all times hereafter, indemnity and keep indemnified the Purchasers and/or its successors-in-interest, of from and against any loss, damage, costs, charges and expenses which may be suffered by the Purchasers and/or its successors-in-interest by reason of any defect in title of the Vendor or any of the Representations being found to be untrue.
- 10. Schedules above referred to:-

THE SCHEDULE-'A' ABOVE REFERRED TO:

ALL THAT piece and parcel of the Land and measuring about more or less 85.594 Decimals (upon re-measurement found to be 85.594 initial document was of 84-3/4 decimals) comprising of 81-3/4 decimal out of 01 Acre 65 decimal out of total 2 acre 10 decimal of factory land comprised in RS Dag no 8400 (LR Dag 10332) under RS khatian 23/3 and more or less, 3 decimal out of 01 Acre 32 decimal out of total 2 acre 45 decimals of factory land comprised in RS Dag no 8401 (LR Dag 10335) under RS khatian 23/3 at Mouja -Jalpai pro. Bagdoba Jalpai , J.L. No.70 Additional District Sub-Registry office Khanchi, P.S-Nandakumar, in District and District Registry office Purba Medinipur.

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SAID UNIT

THE SCHEDULE-'B' ABOVE REFERRED TO (Factory Unit)

ALL THAT piece and parcel of the Land (part of land defined in Schedule "A" above) and measuring about more or less 73.094 Decimals out of 81-3/4 decimal out of 01 Acre 65 decimal out of total 2 acre 10 decimal of land comprised in RS Dag no 8400 (LR Dag 10332) under RS khatian 23/3 and more or less, 3 decimal out of 01 Acre 32 decimal out of total 2 acre 45 decimals of factory land (shall be used as Factory) comprised in RS Dag no 8401 (LR Dag 10335) under RS khatian 23/3 (totaling of 76.094 decimals) at Mouja -Jalpai pro. Bagdoba Jalpai , J.L. No.70 Additional District Sub-Registry office Khanchi, P.S-Nandakumar, in District and District Registry office Purba Medinipur, including right of pipes laid down for transferring waste water from factory to the river. Having a factory structure of ground plus one floor having factory building of 16480 sq. ft (8240 on G. floor and 8240 on 1st floor), Shed of 10960 sq. ft, and 3685 Sq ft other structures, Butted and bounded by the following and marked with Red boundary

On the North: Village Road and the residential unit

On the South: Pond

On the East: Land of Anup Jana
On the West: House of Sudhir Jana

THE SCHEDULE-'C' ABOVE REFERRED TO (Residential Unit):

ALL THAT 2nd and 3rd floor (including mezzanine above 2nd and 3rd floor) of the residential building, measuring about 2389 sq ft on each floor totaling to 4778 Sq. ft plus the roof and structure made on the roof measuring about 2389 sq ft, constructed on piece and parcel of the Land (part of land defined in Schedule "A" above) and measuring about more or less 9.5 Decimals out of 81-3/4 decimal out of 01 Acre 65 decimal out of total 2 acre 10 decimal of land comprised in RS Dag no 8400 (LR Dag 10332) under RS khatian 23/3 and more or less, and the proportionate share of said land on which the said building is lying. Butted and bounded by the following and marked with Green boundary

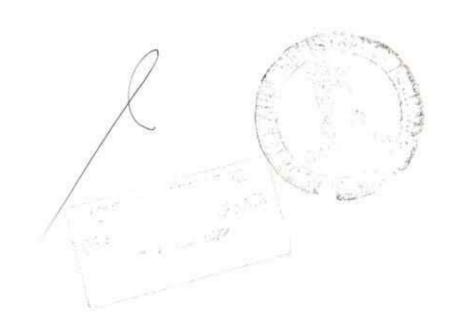
On the North: Village Road (12 wide)
On the South: Part of the Factory Unit
On the East: Part of the Factory Unit
On the West: Part of the Factory Unit

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Execution and Delivery:

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

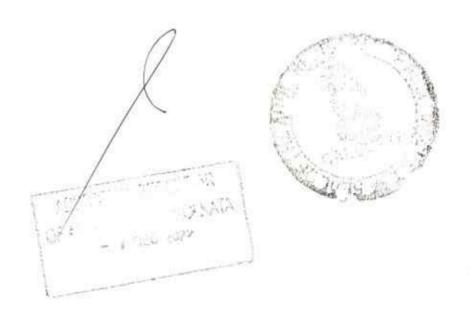
For Rising Tide	For and behalf of Rising Tide Ventures
A Unklejn Partner	Authorised Representative
[Purchaser]	[Vendors]
£	For and behalf of Matara Aquaculture West Bengal Private Limited Perf keltorence Director
	[Confirming Party]

Witnesses:	- (1)
Witnesses: Signature Sumif Kumar Hockur	Signature Soutrav Gikosh
Name Sumit Kumar Thaker	Name Source Ghosh
Father's Name Batohi Hakur	Father's Name Tapan Ghosh
Address P-144 Remount Road	Address P- 144 Remount Road
Alipore kolleata-100027	Alipone, Kolkata - 700027

Drafted by: -

Sailesh Mishra, Advocate High Court Calcutta F2370 of 2002

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Receipt And Memo of Consideration

Received of and from the within named Purchasers the within mentioned sum of Rs, 10,95,00,000/- (Rupees Ten Crores Ninety Five Lakhs only) towards full and final payment of the Consideration for sale of the Said Units described in the Schedule above, in the following manner:

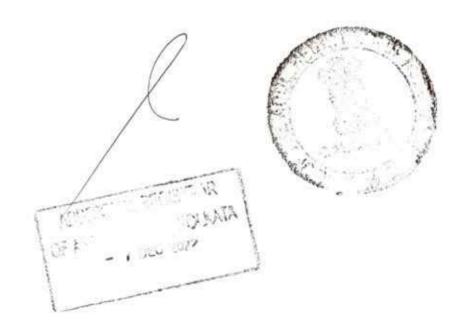
Instrument	Date	Bank Drawn on	Amount
RTGS UTR No. BKIDR52022120600610346	06.12.2022	BANK OF INDIA KOLKATA SME	9,73,00,000.00
Ch.No. 154648	06.12.2022	Union Bank India – Overseas Branch	1,11,05,000.00
TDS 1%			10,95,000.00
u/s 194 IA of Income Tax Act 1956			
		Total	10,95,00,000.00

Witnesses:

1 - Sumit kumar-Hakur For and behalf of Rising Tide Ventures Private Limited, 2. Socarav Gilosh

Authorised Representative

[Vendor]

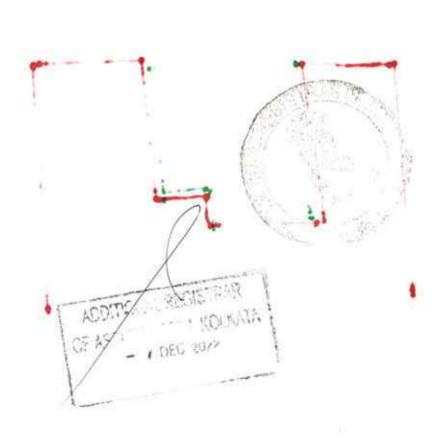


DEED PLAN

ALL THAT piece and parcel of the Land measuring about more or less 73.094 Decimals out of 81-3/4 decimal out of 01 Acre 65 decimal out of total 2 acre 10 decimal of water land comprised in RS Dag no 8400 (LR Dag 10332) under RS khatian 23/3 and more or less, 3 decimal out of 01 Acre 32 decimal out of total 2 acre 45 decimals of factory land (shall be used as Factory) comprised in RS Dag no 8401 (LR Dag 10335) under RS khatian 23/3 (totaling of 76.094 decimals) at Mouja -Jalpai pro. Bagdoba Jalpai , J.L. No.70 Additional District Sub-Registry office Khanchi, P.S-Nandakumar, in District and District Registry office Purba Medinipur, including right of pipes laid down for transferring waste water from factory to the river. Having a factory structure of ground plus one floor having factory building of 16480 sq. ft (8240 on G. floor and 8240 on 1st floor), Shed of 10960 sq. ft, and 3685 Sq ft other structures, and marked with Red boundary and residential building area is marked with Green boundary.

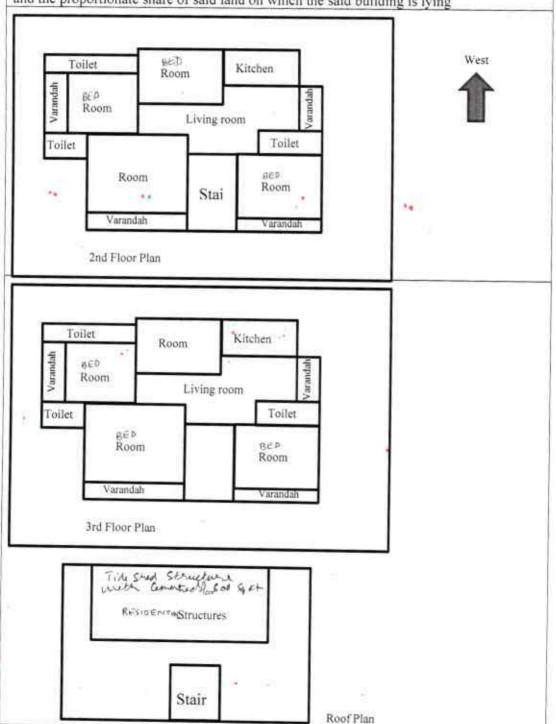
Village Road Gate Gate North Residential building Residential building area RS Dag no 8401 (LR Dag 10335) 260'6" Cold Store 255 Factory Factory building Shed RS Dag no 8400 (LR Dag 10332) Electric Effluent Treat-Generator Room ment Plant Room

of Muhlyer Rangel Laurence



DEED PLAN

ALL THAT 2nd and 3rd floor (including mezzanine above 2nd and 3rd floor) and roof, including structure made on the roof) of the residential building, measuring about 2389 sq ft on each floor totaling to 4778 Sq. ft constructed on piece and parcel of the Land (part of land defined in Schedule "A" above) and measuring about more or less 9.5 Decimals out of 81-3/4 decimal out of 01 Acre 65 decimal out of total 2 acre 10 decimal of water land comprised in RS Dag no 8400 (LR Dag 10332) under RS khatian 23/3 and more or less, and the proportionate share of said land on which the said building is lying

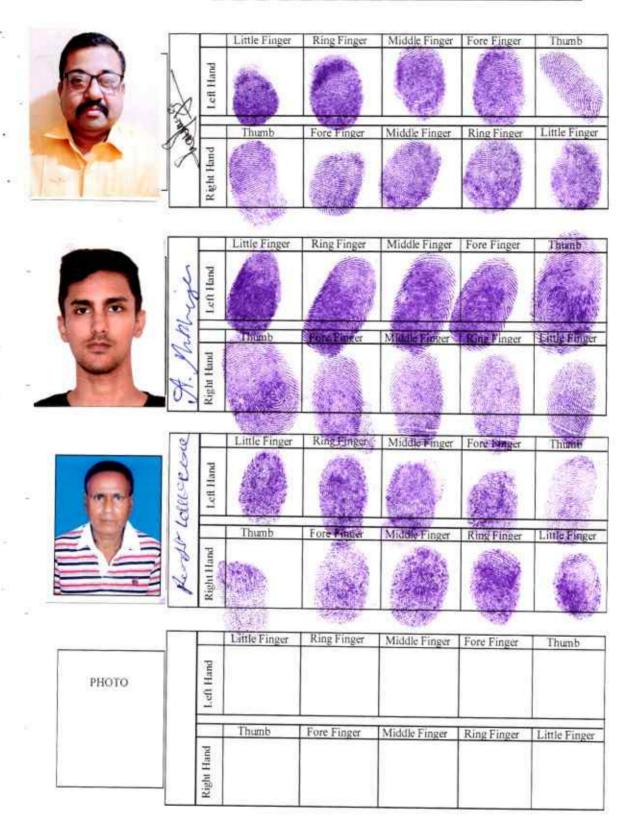


A. Miphoger faut belleverax

John Co



SPECIMEN FORM FOR TEN FINGERPRINTS







Government of West Bengal **GRIPS 2.0 Acknowledgement Receipt Payment Summary**





GRIPS	Paymen	t Detail

GRIPS Payment ID:

071220222020611453

Payment Init. Date:

07/12/2022 14:12:38

Total Amount:

5470034

No of GRN:

Bank/Gateway:

SBI EPay

Payment Mode:

SBI Epay

BRN:

3264187320439

BRN Date:

07/12/2022 14:13:24

Payment Status:

Successful

Payment Init. From:

Department Portal

Depositor Details

Depositor's Name:

Mr SAILESH MISHRA

THE PROPERTY OF THE PARTY OF TH

Mobile:

9830172604

Payment(GRN) Details

Sl. No.	GRN	Department	Amount (₹)
1	192022230206114548	Directorate of Registration & Stamp Revenue	5470034

Total

5470034

IN WORDS:

FIFTY FOUR LAKH SEVENTY THOUSAND THIRTY FOUR ONLY.

DISCLAIMER: This is an Acknowledgement Receipt, please refer the respective e-challan from the

pages below.







Govt. of West Bengal Directorate of Registration & Stamp Revenue GRIPS eChallan



[Query No/*/Query Year]



GRN Details			
GRN:	192022230206114548	Payment Mode:	SBI Epay
GRN Date:	07/12/2022 14:12:38	Bank/Gateway:	SBIePay Payment Gateway
BRN:	3264187320439	BRN Date:	07/12/2022 14:13:24
Gateway Ref ID:	0553886654	Method:	ICICI Bank - Retail NB
GRIPS Payment ID:	071220222020611453	Payment Init. Date:	07/12/2022 14:12:38
Payment Status:	Successful	Payment Ref. No:	2003435365/7/2022

Depositor Details

Depositor's Name:

Mr SAILESH MISHRA

Address:

6 O.P Street Kolkata 700001

Mobile:

9830172604

EMail:

mishraadv@gmail.com

Period From (dd/mm/yyyy): 07/12/2022 Period To (dd/mm/yyyy): 07/12/2022

Payment Ref ID:

2003435365/7/2022

Dept Ref ID/DRN:

2003435365/7/2022

Paymen	t Details	The state of the s	Marin Control		
Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)	
1	2003435365/7/2022	Property Registration- Stamp duty	0030-02-103-003-02	4375020	7
2	2003435365/7/2022	Property Registration- Registration Fees	0030-03-104-001-16	1095014	1

Total

5470034

IN WORDS:

FIFTY FOUR LAKH SEVENTY THOUSAND THIRTY FOUR ONLY.



Major Information of the Deed

Deed No:	1-1901-10747/2022	Date of Registration	07/12/2022			
Query No / Year 1901-2003435365/2022 Query Date 05/12/2022 7:16:32 PM		The state of the s				
Transaction		Additional Transaction				
[0101] Sale, Sale Document		[4308] Other than Immovable Property, Agreement [No of Agreement : 2]				
Set Forth value		Market Value				
Rs. 10,95,00,000/-		Rs. 10,95,00,000/-				
Stampduty Paid(SD)	Desire Company to the street the	Registration Fee Paid				
Rs. 43,80,020/- (Article:23)		Rs. 10,95,098/- (Article	:A(1), E)			
Remarks						

Land Details:

District: Purba Midnapore, P.S:- Nandakumar, Gram Panchayat: SITALPUR, Mouza: Jalpai, Jl No: 70, Pin Code: 721633

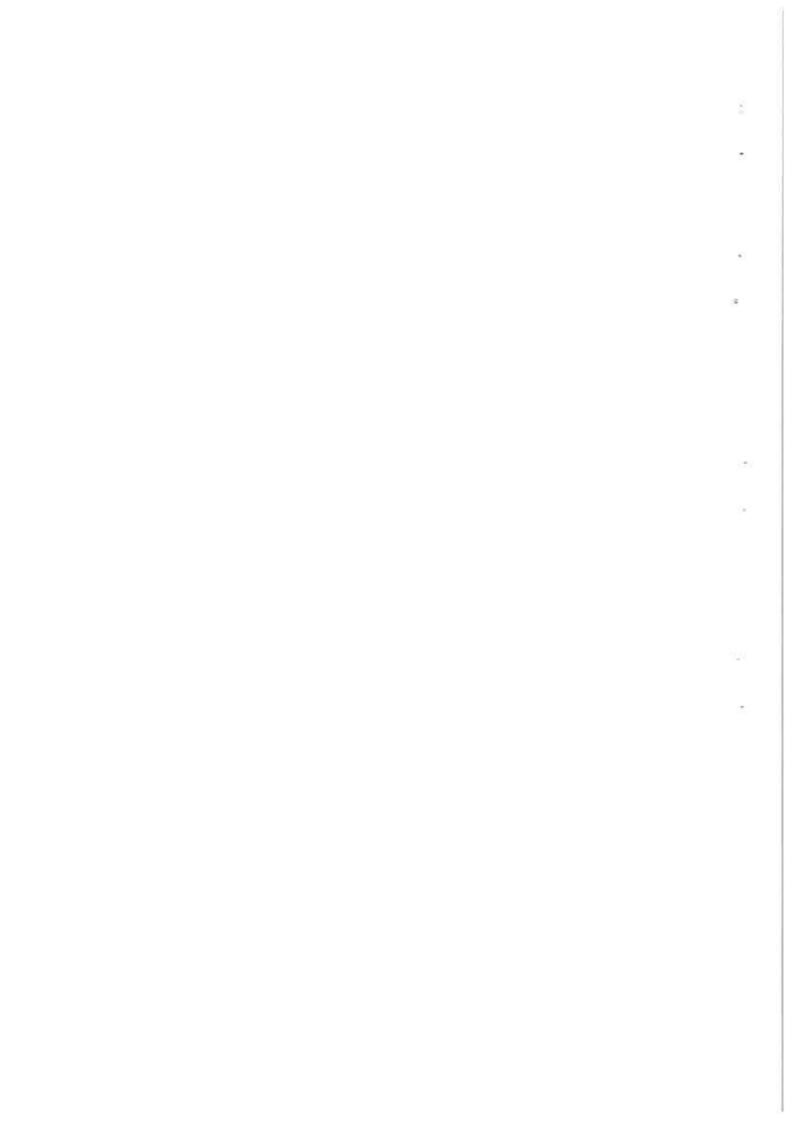
Sch	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land		Market Value (In Rs.)	Other Details
-	LR-10332 (RS:-8400)		Existing Industry/K arkhana	Kaarkhan a	73.094 Dec	1,50,00,000/-	NEWS CONTRACTOR	Property is on Road Adjacent to Metal Road,
L2	LR-10335 (RS :-)		Existing Industry/K arkhana	Kaarkhan a	3 Dec	10,00,000/-	10,00,000/-	Property is on Road Adjacent to Metal Road,
		TOTAL :			76.094Dec	160,00,000 /-	160,00,000 /-	
	Grand	Total:			76.094Dec	160,00,000 /-	160,00,000 /-	

Structure Details:

Sch	Structure	Area of	Setforth	Market value	Other Details
No	Details	Structure	Value (In Rs.)	(In Rs.)	
S1	On Land L1	16480 Sq Ft.	5,00,00,000/-	5,00,00,000/-	Structure Type: Structure

Gr. Floor, Area of floor : 8240 Sq Ft., Semi Commercial Use, Tiles Floor, Age of Structure: 4 Years, Roof Type: Pucca, Extent of Completion: Complete

Floor No: 1, Area of floor : 8240 Sq Ft., Semi Commercial Use, Tiles Floor, Age of Structure: 4 Years, Roof Type: Pucca, Extent of Completion: Complete

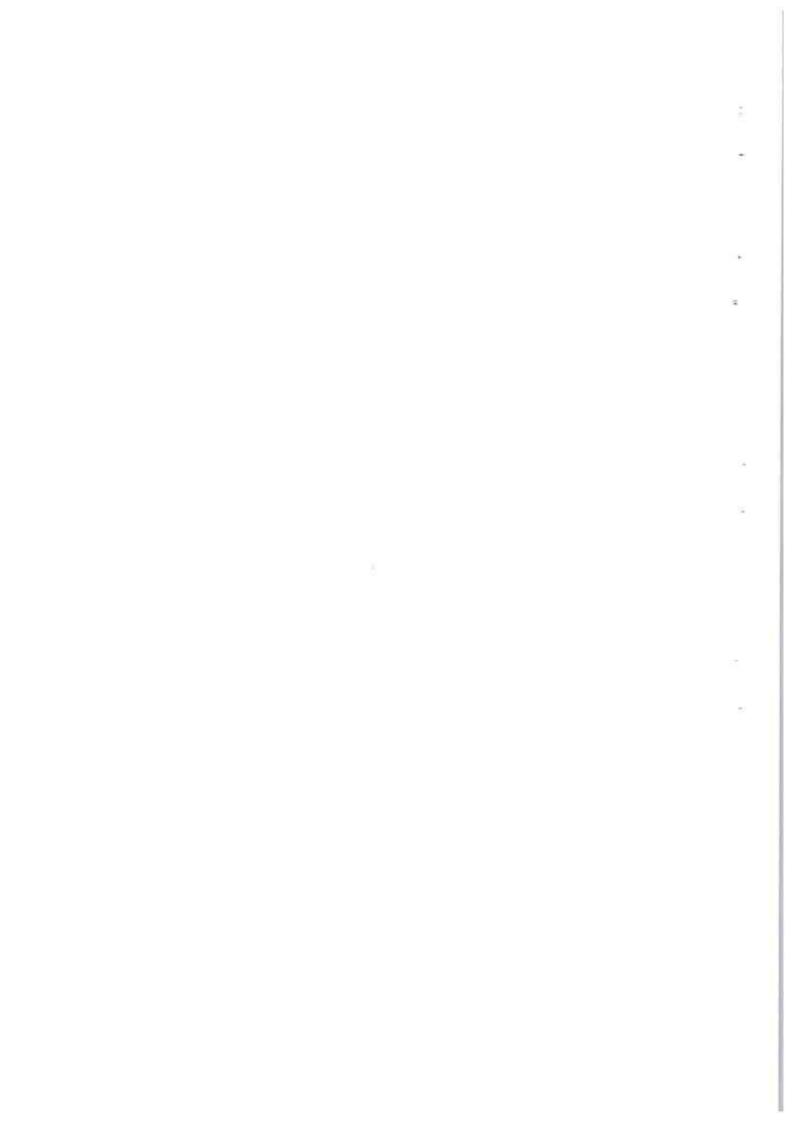


S3	On Land L1	10960 Sq Ft.	1,90,00,000/-	1,90,00,000/-	Structure Type: Structure
	Gr. Floor, Area of fl Type: Tin Shed, Ex	oor : 10960 Sq Fi tent of Completio	t.,Semi Commercia n; Complete	al Use, Tiles Floo	or, Age of Structure: 4 Years, Roof
S4	On Land L1	3685 Sq Ft.	1,15,00,000/-	1,15,00,000/-	Structure Type: Structure
	Gr. Floor, Area of fl Pucca, Extent of Co	oor: 3685 Sq Ft. ompletion: Compl	ete		, Age of Structure: 4 Years, Roof Type
	Total:	31125 sq ft	805,00,000 /-	805,00,000 /-	

Apartment Details:

District: Purba Midnapore, P.S.- Nandakumar, Gram Panchayat: SAWRABERIA JALPAI NO-2, Pin Code: 721669

Sch No.	Mouza/Road Zone	Plot	Khatian	Floor Area (in Sq.Ft.)	Set Forth Value (in Rs.)	Market value (in Rs.)	Other Details
A1	Mouza: Jalpai	LR - 10332	LR - 23/3	Super Built- up Area: 2389	50,00,000	50,00,000/	Floor No: 2, Apartment Type: Flat/Apartment Residential Use, Floor Type: Marble, Age of Flat: 4 Year, Approach Road Width: 12 Ft., Other Amenities: Lift Facility, New Flat, Status of Completion: Completed
A2	Mouza: Jalpai	LR - 10332	LR - 23/3	Super Built- up Area: 2389	50,00,000	50,00,000/	Floor No: 3, Apartment Type: Flat/Apartment Residential Use , Floor Type: Marble, Age of Flat: 4 Year, Approach Road Width: 12 Ft. , Other Amenities: Lift Facility, New Flat ,
А3	Mouza: Jalpai	LR - 10332	LR - 23/3	Area of Roof: 1789	23,00,000	23,00,000/	Floor No: 4, Apartment Type: Roof Right (With Construction Right) Residential Use, Floor Type: Cemented, Age of Flat: 0 Year, Approach Road Width: 12 Ft., Other Amenities: Lift Facility, New Flat, Status of Completion: Completed
A4	Mouza: Jalpai ,Jl No: 70	LR - 10332	LR - 23/3	Area of Asbestos/Ti n Shed: 600	7,00,000/-	7,00,000/-	Floor No: 4, Apartment Type: Asbestos/Tin Shed Structure Residential Use , Floor Type: Marble, Age of Flat: 0 Year, Approach Road Width: 12 Ft. , Other Amenities: Lift Facility, New Flat , Status of Completion: Completed



Seller Details:

SI No	Name, Address, Photo, Finger print and Signature
1	Matara Aquaculture West Bengal Private Limited Vill Girirchak, PO - Narghat, PS - Nandakumar, Dist: Purba Medinipur, Pin: 721669, City:- , P.O:- Narghat, P.S: Nandakumar, District:-Purba Midnapore, West Bengal, India, PIN:- 721669, PAN No.:: AAxxxxxx0D, Aadhaar No Not Provided by UIDAI, Status: Organization as Confirming Party, Executed by: Representative
2	Rising Tide Ventures Private Limited P-144 Remount Road Kolkata 700027, City:-, P.O:- Alipore, P.S:-Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700027, PAN No.:: AAxxxxxx0G, Aadhaar No Not Provided by UIDAI, Status::Organization, Executed by: Representative, Executed by: Representative

Buyer Details:

SI No	Name, Address, Photo, Finger print and Signature
1	Rising Tide 144 Remount Road Kolkata 700027, City:-, P.O:- Alipore, P.S:-Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700027, PAN No.:: AAxxxxxx3B, Aadhaar No Not Provided by UIDAI, Status: Organization, Executed by: Representative

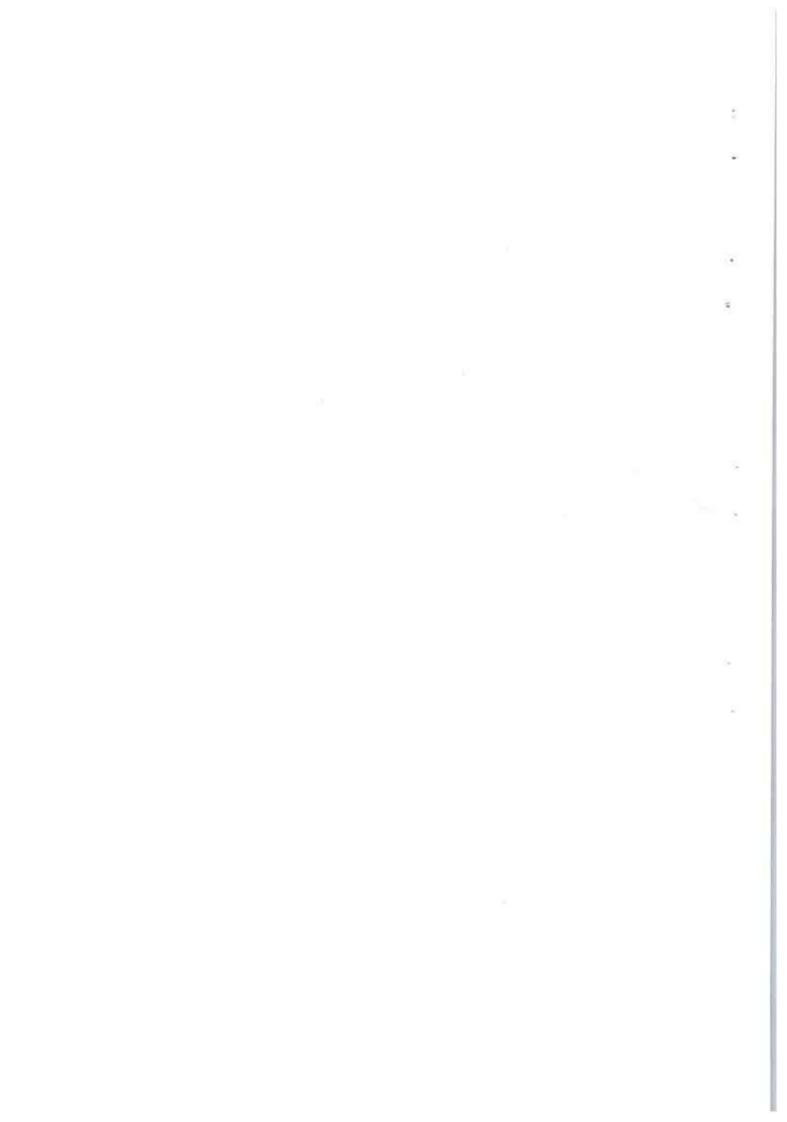
Representative Details:

lo	Name,Address,Photo,Finger	orint and Signatur	e	
1	Name	Photo	Finger Print	Signature
	Mr Joydeep Chatterjee Son of Mr Sambhu Nath Chatterjee Date of Execution - 06/12/2022, Admitted by: Self, Date of Admission: 07/12/2022, Place of Admission of Execution: Office	0		District of the second
	Admission of Execution. Office	Dec 7 2022 4:28PM	LTI	07/12/2022
	P-144 Remount Road Kolkata	700027, City:-,	P.O:- Alipore, P.S:-	Alipore, District:-South 24-Pargana
	West Bengal, India, PIN:- 700	700027, City:-, 027, Sex: Male, E aar No: 86xxxxxx imited (as Autho	P.O:- Alipore, P.S:- By Caste: Hindu, Oc exx7154 Status: Re rised Representativ	ccupation: Service, Citizen of: India epresentative, Representative of : /e)
2	West Bengal, India, PIN:- 700 PAN No.:: AHxxxxxx5F, Aadh	 700027, City:- , 027, Sex: Male, E aar No: 86xxxxxx	P.O:- Alipore, P.S:- By Caste: Hindu, Oc xx7154 Status: Re	

LTI 07/12/2022

Dec 7 2022 4:31PM

07/12/2022



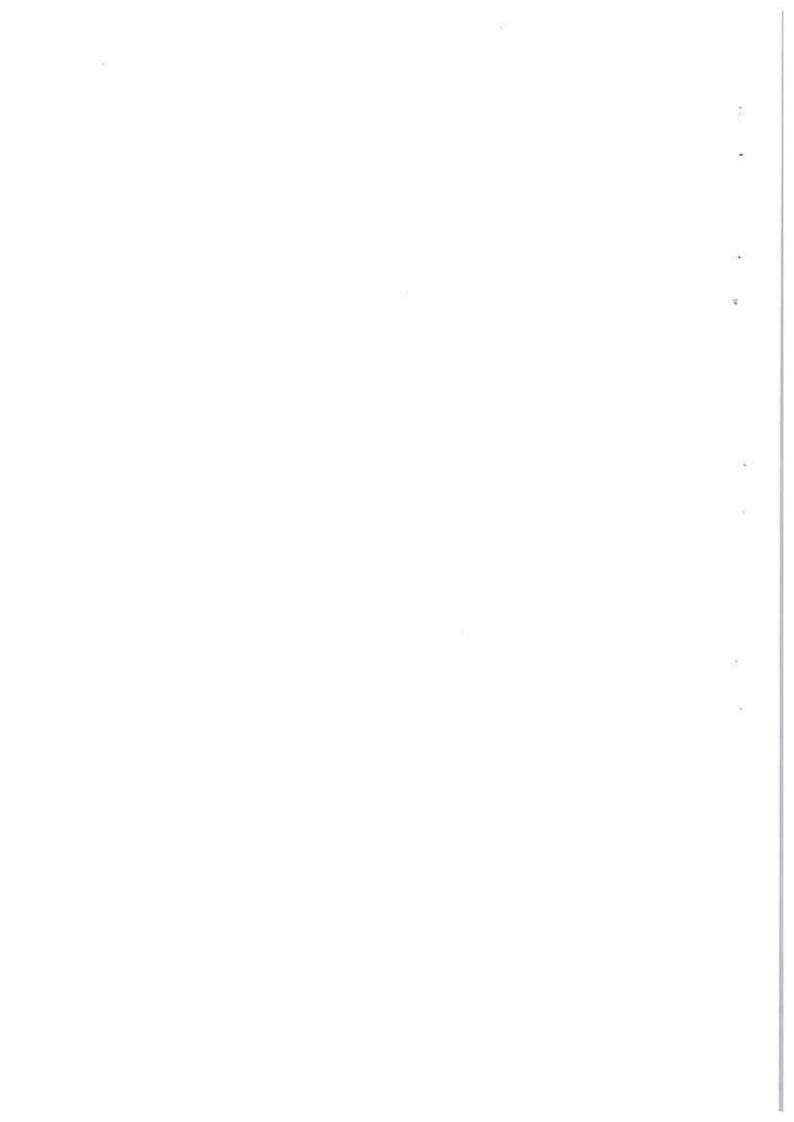
P-144 Remount Road Kolkata 700027, City:-, P.O:- Alipore, P.S:-Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700027, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AWxxxxxx4C, Aadhaar No: 39xxxxxxxx3410 Status: Representative, Representative of: Rising Tide (as partner)

3	Name	Photo	Finger Print	Signature
	Mr Ranjit Lawrence Osta, (Alias Name: Mr Ranjeet Larance) Son of Mr Norbote Larance Osta Date of Execution - 06/12/2022, Admitted by: Self, Date of Admission: 07/12/2022, Place of Admission of Execution: Office			fings comments
	। १९४७ मा वर्ष वर्ष १९४२ वर्ष १४ मा १४ वर्ष वर्ष १८५४ । १८५४ वर्ष १८५५ । 	Dec 7 2022 4:32PM	LTI 07/12/2022	07/12/2022

Village:- Girirchak, P.O:- Narghat, P.S:-Nandakumar, District:-Purba Midnapore, West Bengal, India, PIN:- 721669, Sex: Male, By Caste: Christian, Occupation: Service, Citizen of: India, , PAN No.:: AAxxxxxx6K, Aadhaar No: 88xxxxxxxx6699 Status: Representative, Representative of: Matara Aquaculture West Bengal Private Limited

Identifier Details:

Name	Photo	Finger Print	Signature
Mr SANTANU MAITY Son of Mr SUDHIR MAITY 6 O.P Street, City:- Kolkata, P.O:- GPO, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001	2		Sela rock
	07/12/2022	07/12/2022	07/12/2022

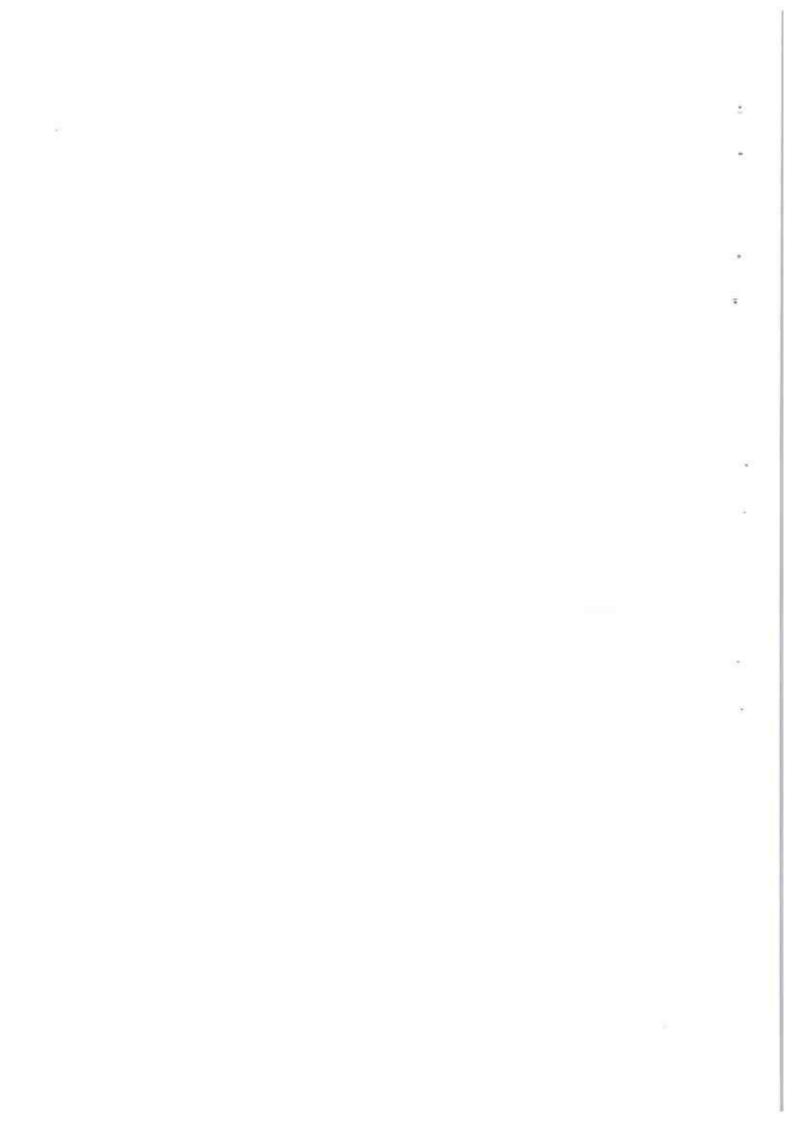


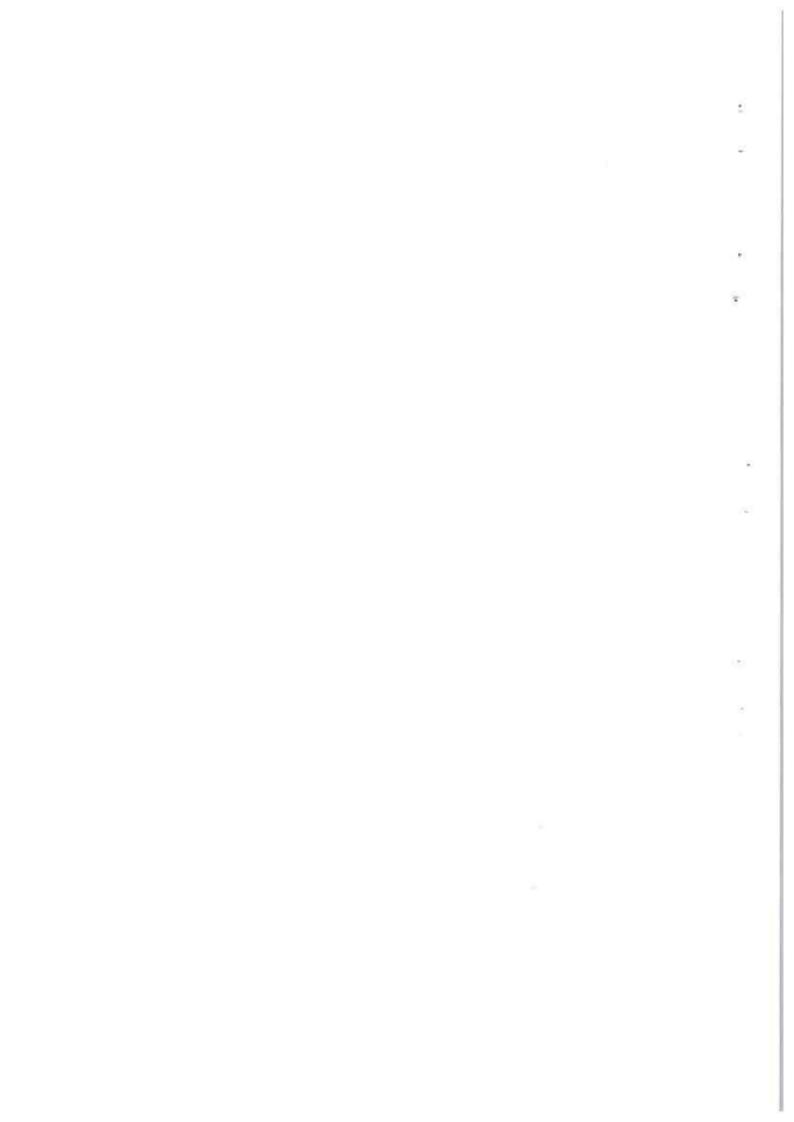
Transf	er of property for A1			
SI.No		To. with area (Name-Area)		
1	Rising Tide Ventures Private Limited	Rising Tide-2389.000000 Sq Ft		
Transf	er of property for A2			
SI.No	From	To. with area (Name-Area)		
1	Rising Tide Ventures Private Limited	Rising Tide-2389.000000 Sq Ft		
Trans	fer of property for A3			
SI.No	From	To. with area (Name-Area)		
1	Rising Tide Ventures Private Limited	Rising Tide-1789.000000 Sq Ft		
Trans	fer of property for A4			
	From	To. with area (Name-Area)		
1	Rising Tide Ventures Private Limited	Rising Tide-600.000000 Sq Ft		
Trans	ifer of property for L1			
SI.No	From	To. with area (Name-Area)		
1	Rising Tide Ventures Private Limited	Rising Tide-73.094 Dec		
Trans	fer of property for L2			
SI.No From T		To. with area (Name-Area)		
1	Rising Tide Ventures Private Limited	Rising Tide-3 Dec		
Trans	ransfer of property for S1			
SI.No	From	To. with area (Name-Area)		
1	Rising Tide Ventures Private Limited	Rising Tide-16480.00000000 Sq Ft		
Trans	fer of property for S3			
Lanca Contract	From	To. with area (Name-Area)		
1	Rising Tide Ventures Private Limited	Rising Tide-10960.00000000 Sq Ft		
Trans	fer of property for S4			
SI.No	From	To. with area (Name-Area)		
1	Rising Tide Ventures Private Limited	Rising Tide-3685.00000000 Sq Ft		

Land Details as per Land Record

District: Purba Midnapore, P.S:- Nandakumar, Gram Panchayat: SITALPUR, Mouza: Jalpai, Jl No: 70, Pin Code: 721633

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 10332		Seller is not the recorded Owner as per Applicant.
L2	LR Plot No:- 10335		Seller is not the recorded Owner as per Applicant.





On 07-12-2022

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 of Indian Stamp Act 1899.

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

Presented for registration at 16:20 hrs on 07-12-2022, at the Office of the A.R.A. - I KOLKATA by Mr. Arnab Victor Mukherjee , .

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 10.95,00,000/-

Admission of Execution (Under Section 58, W.B. Registration Rules, 1962) [Confirming Party]

Execution is admitted on 07-12-2022 by Mr Ranjit Lawrence Osta, , Mr Ranjeet Larance Director, Matara Aquaculture West Bengal Private Limited (Private Limited Company), Vill. - Girirchak, PO - Narghat, PS - Nandakumar, Dist: Purba Medinipur, Pin: 721669, City:- , P.O:- Narghat, P.S:-Nandakumar, District:-Purba Midnapore, West Bengal, India, PIN:-721669

Indetified by Mr SANTANU MAITY, ... Son of Mr SUDHIR MAITY, 6 O.P Street, P.O: GPO, Thana: Hare Street, . City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

Execution is admitted on 07-12-2022 by Mr Joydeep Chatterjee, Authorised Representative, Rising Tide Ventures Private Limited (Private Limited Company), P-144 Remount Road Kolkata 700027, City:-, P.O:- Alipore, P.S:-Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700027

Indetified by Mr SANTANU MAITY, , , Son of Mr SUDHIR MAITY, 6 O.P Street, P.O. GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

Execution is admitted on 07-12-2022 by Mr Arnab Victor Mukherjee, partner, Rising Tide (Partnership Firm), 144 Remount Road Kolkata 700027, City:-, P.O:- Alipore, P.S:-Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700027

Indetified by Mr SANTANU MAITY, . . Son of Mr SUDHIR MAITY, 6 O.P Street, P.O: GPO, Thana: Hare Street, . City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 10,95,098.00/- (A(1) = Rs 10,95,000.00/- ,E = Rs 14.00/- ,I = Rs 55.00/- ,M(a) = Rs 25.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 84.00/-, by online = Rs 10,95,014/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 07/12/2022 2:13PM with Govt. Ref. No: 192022230206114548 on 07-12-2022, Amount Rs: 10,95,014/-, Bank: SBI EPay (SBIePay), Ref. No. 3264187320439 on 07-12-2022, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 43,80,020/- and Stamp Duty paid by Stamp Rs 5,000.00/-, by online = Rs 43,75,020/- Description of Stamp

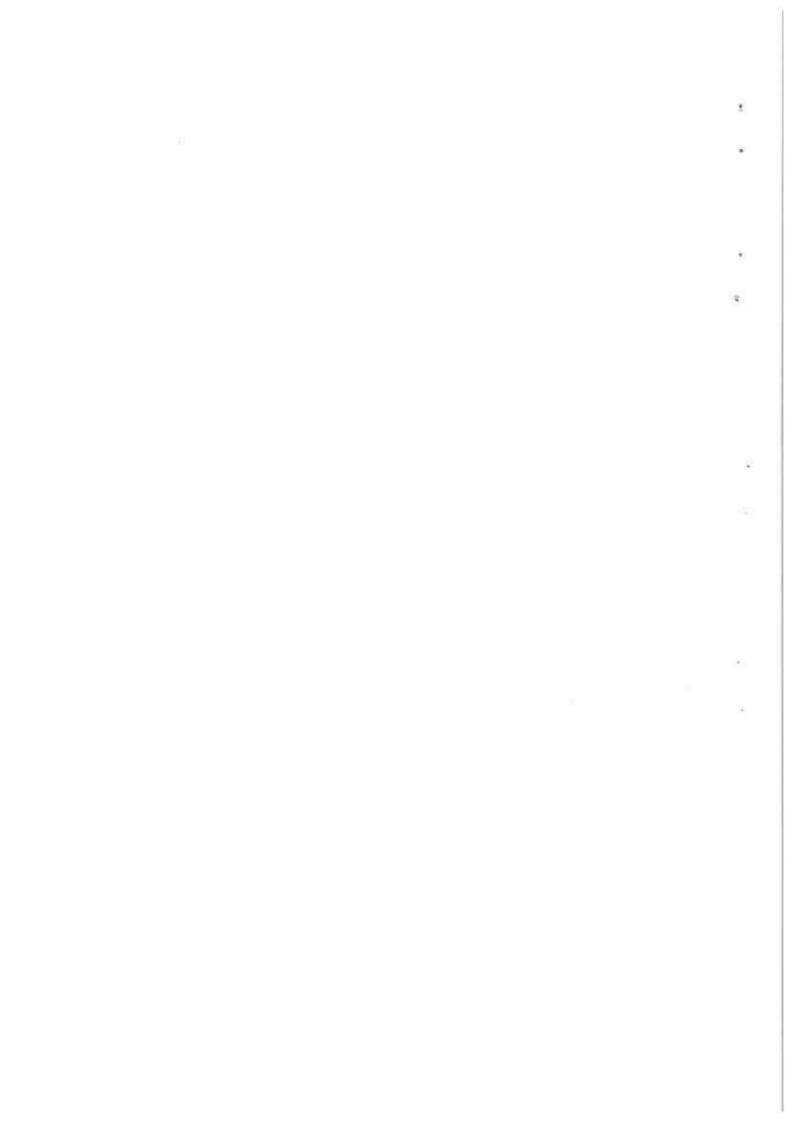
 Stamp: Type: Impressed, Serial no 149255, Amount: Rs.5,000.00/-, Date of Purchase: 06/12/2022, Vendor name: S Mukherjee

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 07/12/2022 2:13PM with Govt. Ref. No: 192022230206114548 on 07-12-2022, Amount Rs: 43,75,020/-, Bank: SBI EPay (SBIePay), Ref. No. 3264187320439 on 07-12-2022, Head of Account 0030-02-103-003-02

That

Pradipta Kishore Guha ADDITIONAL REGISTRAR OF ASSURANCE OFFICE OF THE A.R.A. - I KOLKATA

Kolkata, West Bengal



Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 1901-2022, Page from 489924 to 489954
being No 190110747 for the year 2022.



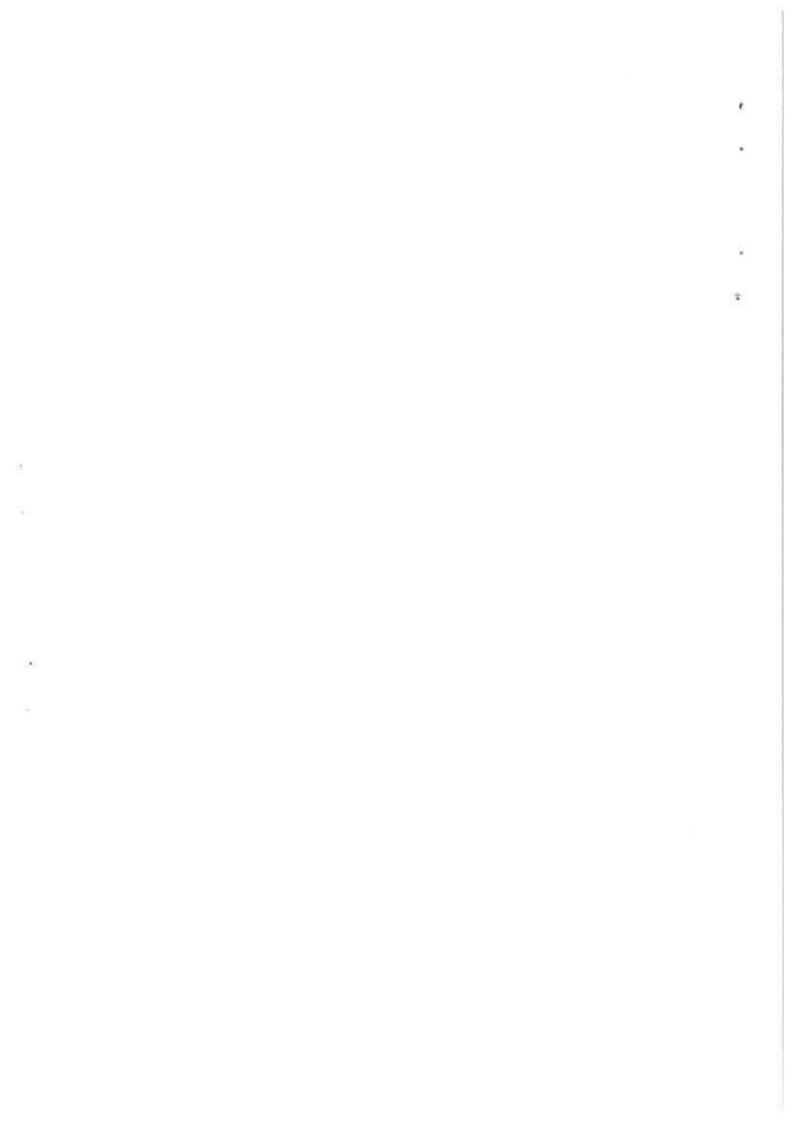
Digitally signed by pradipta kishore guha Date: 2022.12.29 12:11:48 +05:30

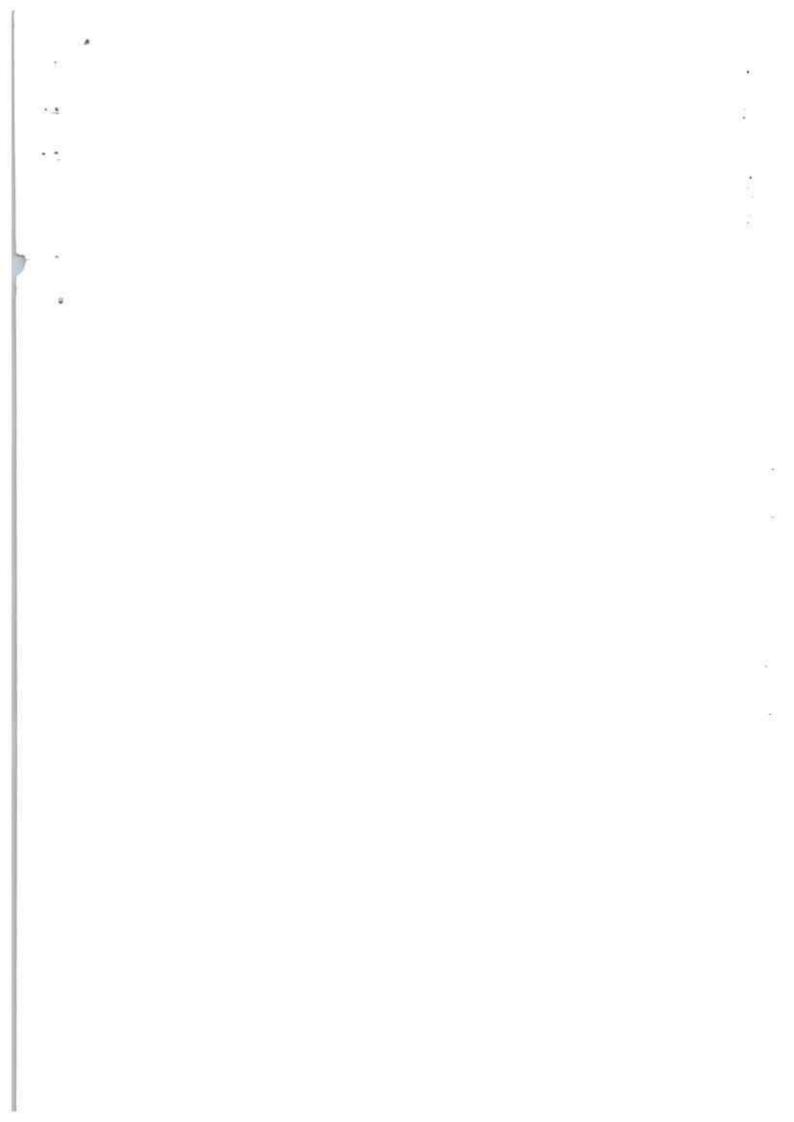
Reason: Digital Signing of Deed.

(Pradipta Kishore Guha) 2022/12/29 12:11:48 PM ADDITIONAL REGISTRAR OF ASSURANCE OFFICE OF THE A.R.A. - I KOLKATA West Bengal.

Klub

(This document is digitally signed.)





Dated this 6th day of December, 2022

Between

Rising Tide Ventures Private Limited ... Vendors

And

Matara Aquaculture West Bengal Private Limited ... Confirming Party

And

Rising Tide Purchasers

CONVEYANCE

ALL THAT piece and parcel of the Land measuring about more or less 73.094 Decimals comprised in RS Dag no 8401 (LR Dag 10335)and 3 decimal comprised in RS Dag no 8401 (LR Dag 10335) at Mouja -Jalpai pro. Bagdoba Jalpai , J.L. No.70 Additional District Sub-Registry office Khanchi, P.S-Nandakumar, in District and District Registry office Purba Medinipur,

ALL THAT 2nd and 3rd floor (including mezzanine above 2nd and 3rd floor) plus roof, including structure made on the roof of the residential building, measuring about 2389 sq ft on each floor totaling to 4778 Sq. ft comprised in RS Dag no 8400 (LR Dag 10332) under RS khatian 23/3

Mishra and Mishra

Advocates 4th Floor Temple Chambers 6, Old Post Office Street Kolkata-700001