

03022

D-02923/2015



Dr. 7/4/15  
16.30

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

T 996697

certified that the document is admitted for registration. the signature sheets and the endorsement sheets attached with this document are part of this document.

6542/15

  
District Sub-Registrar-IV  
Registrar U/S 7(2) of  
Registration Act 1908  
Alipore, South 24 Parganas  
7 APR 2015

CONVEYANCE

1. Date: 7/4/15
2. Place: Kolkata
3. Parties:

V.C.No. 661/15  
dt. 7.4.15

No. 9940 25/03/15 Date

Name .....

Address .....

Value .....

Vendor .....

SAHJEE HOQUE GAZI  
Baruipur Civil & Criminal Court

H. SARDAR

Advocate

Baruipur Civil & Criminal Court

Rohit Agarwal



V.C.T.1  
No. 1311

- 7 APR 2015

ETAKA BUILDERS PVT. LTD.

Rohit Agarwal

Director/Authorised Signatory



V.C.T.1  
No. 1312

- 7 APR 2015



Rakash Muzaddi

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Dipankar Samdan  
S/Olt - Subrata Samdan  
Gokanee  
P.S. Magrahat  
service

- 3.1 **PAPIYA MAJUMDAR**, wife of Amalendu Majumdar, presently residing at E-1205 Mantri Elegance, 2<sup>nd</sup> stage, Btm layout Bannerughatta Road, Behind Shoppers Stop, N S Palya, Bangalore South, Bannerghatta Road, Bangalore, Karnataka - 560076 [formerly residing at 44/6, Becharam Chatterjee Road, Police Station Behala, Kolkata- 700034] [**PAN BFHPP5214A**]  
Being represented by her constituted attorney **PRAKASH MUSADDI**, son of Raj Kumar Musaddi, residing at 12B, Lord Sinha Road, 8<sup>th</sup> Floor, Police Station - Shakespeare Sarani [**PAN AIHPM8644H**]  
(**Vendor**, includes successors-in-interest)

**And**

- 3.2 **ETAKA BUILDERS PVT. LTD.**, a company incorporated under the Companies Act, 1956, [**PAN AADCE5502D, CIN U45400WB2013PTC198704**] having its registered office at 55/1A, Strand Road, Room No. 2, 5th floor, Police Station-Jorabagan, Kolkata-700 006, being represented by its authorized signatory Rahul Agarwal, having PAN AJUPA7246B, son of Rohitash Ch. Agarwal  
(**Purchaser**, includes successors-in-interest).

Vendor and Purchaser jointly **Parties** and individually **Party**.

**NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:**

**4. Subject Matter of Conveyance**

- 4.1 **Said Property:** *Sali* land measuring 2 (two) cottahs 8 (eight) chittaks, more or less, comprised in R.S. *Dag* No. 117 corresponding to L.R. *Dag* No. 116, recorded in L.R. *Khatian* No. 331, *Mouza* Sarmasterchak, J.L. No. 17, Police Station Bishnupur, within *Kulerdari Gram Panchayet*, Additional District Registration Office Bishnupur, District South 24 Parganas (**Said Property**) **together with** right to use common passage **And together with** all benefits and advantages of ancient and other lights all yards, courtyards, areas, sewers, including 2 feet wide land on road side demarcated for drain, ways, water courses, ditches, fences, paths and all manner of former and other rights, liberties, easements, privileges, walls, fences, advantages, appendages and appurtenances whatsoever to the Said Property or any part or portion thereof belonging thereto or in anyways appertaining to or with the same or any part or portion thereof now are or is or at any time or times heretofore were or was held used occupied or appertaining or enjoyed therewith or reputed to belong or appertain thereto and **together with** all title, benefits, easement, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendor in the Said Property and



  
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appurtenances and inheritances for access and user thereof, free from all encumbrances.

## 5. Background, Representations, Warranties and Covenants

5.1 **Representations and Warranties Regarding Title:** The Vendor represents, warrants and covenants regarding title as follows:

5.1.1 **Ownership of Akhil Kumar Naskar:** Akhil Kumar Naskar was the absolute owner of *sali* land measuring 88 (eighty eight) decimal, more or less, comprised in R.S. *Dag* No. 117 corresponding to L.R. *Dag* No. 116, recorded in R.S. *Khatian* No. 77, *Mouza* Sarmasterchak, J.L. No. 17, Police Station Bishnupur, within Kulerdari *Gram Panchayet*, Additional District Registration Office Bishnupur, District South 24 Parganas (**Mother Property**).

5.1.2 **Demise of Akhil Kumar Naskar:** Akhil Kumar Naskar, a Hindu governed by the *Dayabhaga* School of Hindu Law, died intestate, leaving behind him surviving his 4 (four) sons, namely, Jiban Kumar Naskar, Nayan Kumar Naskar, Bhuban Kumar Naskar and Mohan Kumar Naskar and 3 (three) daughters, namely, Basanti Naskar, Ashima Mondal nee Naskar and Anima Naskar, as his only legal heirs and heiresses (collectively **Legal Heirs Of Late Akhil Kumar Naskar**), who jointly and in equal share inherited the entirety of the Mother Property.

5.1.3 **Sale to Vendor:** By a Deed of Conveyance dated 5th October, 1994, registered in the Office of the Sub-Registrar, Bishnupur, South-24 Parganas, in Book No. I, Volume No.44, at Pages 223 to 232, being Deed No. 4232 for the year 1994, the Legal Heirs Of Late Akhil Kumar Naskar jointly sold to Vendor the Said Property out of the Mother Property.

5.1.4 **Records of Rights:** The Vendor has recorded her name in the records of the Block Land And Land Reforms Office, vide L.R. *Khatian* No. 331.

5.1.5 **Absolute Ownership of Vendor:** In the aforesaid circumstances, by virtue of aforesaid purchase and records of rights, the Vendor has become the absolute owner of the Said Property.

5.1.6 **Agreement For Sale:** By an Agreement For Sale dated 6th April, 2015, the Vendor has agreed to sell and the Purchaser has agreed to purchase the Said Property.

5.1.7 **Grant to Power of Attorney:** By a Power of Attorney dated 6th April, 2015, registered in the Office of the Sub-Registrar of Jayanagar (Shantinagar), Bangalore -27, in Book No. IV, at Pages 1 to 9, being Deed No.04 for the year 2015-2016 (**POA**), the Vendor



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appointed Prakash Musaddi, as her constituted attorney and empowered him to sale the Said Property and further empowered him to execute and registrar the Deed of Conveyance on her behalf. This POA is still valid and subsisting and has not yet been revoked by the Vendor.

5.2 **Representations, Warranties and Covenants Regarding Encumbrances:** The Vendor represents, warrants and covenants 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 or 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 Preemption:** No person or persons whatsoever have/had/has any right of preemption 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.

5.2.8 **Free From All Encumbrances:** the Said Property is 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, vesting, *bargadars* and



  
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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.

## 6. 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 from the Vendor.

## 7. 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, described in the **Schedule** below, being *sali* land measuring 2 (two) cottahs 8 (eight) chittaks, more or less, comprised in R.S. *Dag* No. 117 corresponding to L.R. *Dag* No. 116, recorded in L.R. *Khatian* No. 331, *Mouza* Sarmasterchak, J.L. No. 17, Police Station Bishnupur, within Kulerdari *Gram Panchayet*, Additional District Registration Office Bishnupur, District South 24 Parganas (**Said Property**) **together with** right to use common passage **And together with** all benefits and advantages of ancient and other lights all yards, courtyards, areas, sewers, including 2 feet wide land on road side demarcated for drain, ways, water courses, ditches, fences, paths and all manner of former and other rights, liberties, easements, privileges, walls, fences, advantages, appendages and appurtenances whatsoever to the Said Property or any part or portion thereof belonging thereto or in anyways appertaining to or with the same or any part or portion thereof now are or is or at any time or times heretofore were or was held used occupied or appertaining or enjoyed therewith or reputed to belong or appertain thereto and **together with** all title, benefits, easement, authorities, claims, demands, usufructs, tangible and intangible rights of



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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.12,50,000/- (Rupees Twelve Lacs Fifty Thousand only) 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.

## 8. 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*, *waqf*, *debutter*s, trusts, prohibitions, Income Tax attachments, financial institution charges, statutory prohibitions, acquisitions, requisitions, vesting, *bargadar*s 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 **Indemnification:** The Vendor hereby expressly indemnify about the correctness of the Vendors' title, Vendors' authority to sell and non-existence of any encumbrances on the Said Property and this Conveyance is being accepted by the Purchaser on such express indemnification by the Vendors, which if found defective or untrue at any time, the Vendors shall, at all times hereafter, at the costs, expenses, risk and responsibility of the Vendors, forthwith take all necessary steps to remove and/or rectify. To this effect, the Vendors hereby covenant that the Vendors or any person claiming under the Vendors in law, trust and equity, shall, at all times hereafter, indemnifies and keep indemnified the Purchaser and/or the Purchaser's successors-in-interest, 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 by reason of the aforesaid.



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- 8.3 **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.
- 8.4 **Delivery of Possession:** *Khas*, vacant and peaceful possession of the Said Property has been handed over by the Vendor to the Purchaser.
- 8.5 **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, in respect of which demand has been made and is in the knowledge of the Vendor, shall be borne, paid and discharged by the Vendor, with regard to which the Vendor hereby indemnifies and agrees to keep the Purchaser fully and comprehensively saved, harmless and indemnified.
- 8.6 **Holding Possession:** The Vendor hereby covenants that the Purchaser and the Purchaser's 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 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 person or persons lawfully or equitably claiming any right or estate therein from under or in trust from the Vendor.
- 8.7 **No Objection to Mutation:** The Vendor declares that the Purchaser shall be fully entitled to mutate the Purchaser's name in all public and statutory records and the Vendor hereby expressly **(1)** consents to the same and **(2)** 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 in this regard shall sign all documents and papers as required by the Purchaser.
- 8.8 **Further Acts:** The Vendor hereby covenants that the Vendor or any person claiming under the Vendor, shall and will from time to time and at all times hereafter, upon every request and at the cost of the Purchaser and/or Purchaser's 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 Property.



*(Signature)*  
District Sub-Registrar-IV  
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**Schedule**  
**(Said Property)**

*Sali* land measuring 2 (two) cottahs 8 (eight) chittaks, more or less, comprised in R.S. *Dag* No. 117 corresponding to L.R. *Dag* No. 116, recorded in L.R. *Khatian* No. 331, *Mouza* Sarmasterchak, J.L. No. 17, Police Station Bishnupur, within Kulerdari *Gram Panchayet*, Additional District Registration Office Bishnupur, District South 24 Parganas and delineated in the **Plan** attached herewith and bordered in colour **Red** thereon and is butted and bounded as follows:

- On the North** : By Part of R.S. *Dag* No. 116
- On the East** : By 2 ft. wide drain thereafter 16 ft wide road
- On the South** : By Part of R.S. *Dag* No. 117
- On the West** : By Part of R.S. *Dag* No. 117

**Together with** 2' (two feet) wide land on roadside for drain **And Together with** all benefits and advantages of ancient and other lights all yards, courtyards, areas, sewers, drain, ways, water courses, ditches, fences, paths and all manner of former and other rights, liberties, easements, privileges, walls, fences, advantages, appendages and appurtenances whatsoever to the Said Property or any part or portion thereof belonging thereto or in anyways appertaining to or with the same or any part or portion thereof now are or is or at any time or times heretofore were or was held used occupied or appertaining or enjoyed therewith or reputed to belong or appertain thereto **together with** all title, benefits, easement, authorities, claims, demands, usufructs, 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.



  
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## 9. Execution and Delivery

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

 <b>(PAPIYA MAJUMDAR)</b> [being represented by her constituted attorney PRAKASH MUSADDI]
<b>[Vendor]</b>
<b>ETAKA BUILDERS PVT. LTD.</b>  Director/Authorised Signatory <b>ETAKA BUILDERS PVT. LTD.</b> (Authorised Signatory)
<b>[Purchaser]</b>

### Witnesses:


Signature Kireet Singh  
 Name KIREET SINGH  
 Father's Name T.B. SINGH  
 Address 201/A M.G. Road,  
Kolkata - 700007.

Signature Dipankar Samal  
 Name Dipankar Samal  
 Father's Name Subrata Samal  
 Address vill- Gokamra, P.S. Magrahat  
Pin - 743 601

### Drafted By:

Hangir Roy F-1194/03  
 Advocate  
 Above Judges Court  
 Kol-27




  
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### Receipt And Memo of Consideration

Received from the within named Purchaser the within mentioned sum of Rs.12,50,000/- (Rupees Twelve Lacs Fifty Thousand only) towards full and final payment of the consideration for sale of the Said Property described in the **Schedule** above, in the following manner:

RTGS/NEFT UTR no.	Date	Bank	Amount (Rs.)
IOBAR52015040600069325	06.04.2015	Indian Overseas Bank, Kalighat	12,00,000.00
IOBAN15096066192	-Do-	-Do-	50,000.00
<b>Total</b>			<b>12,50,000.00</b>

 <b>(PAPIYA MAJUMDAR)</b> [being represented by her constituted attorney PRAKASH MUSADDI] <b>[Vendor]</b>
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#### Witnesses:


Signature Kireet Singh

Name KIREET SINGH

Signature Dipankar Dasgupta

Name Dipankar Dasgupta

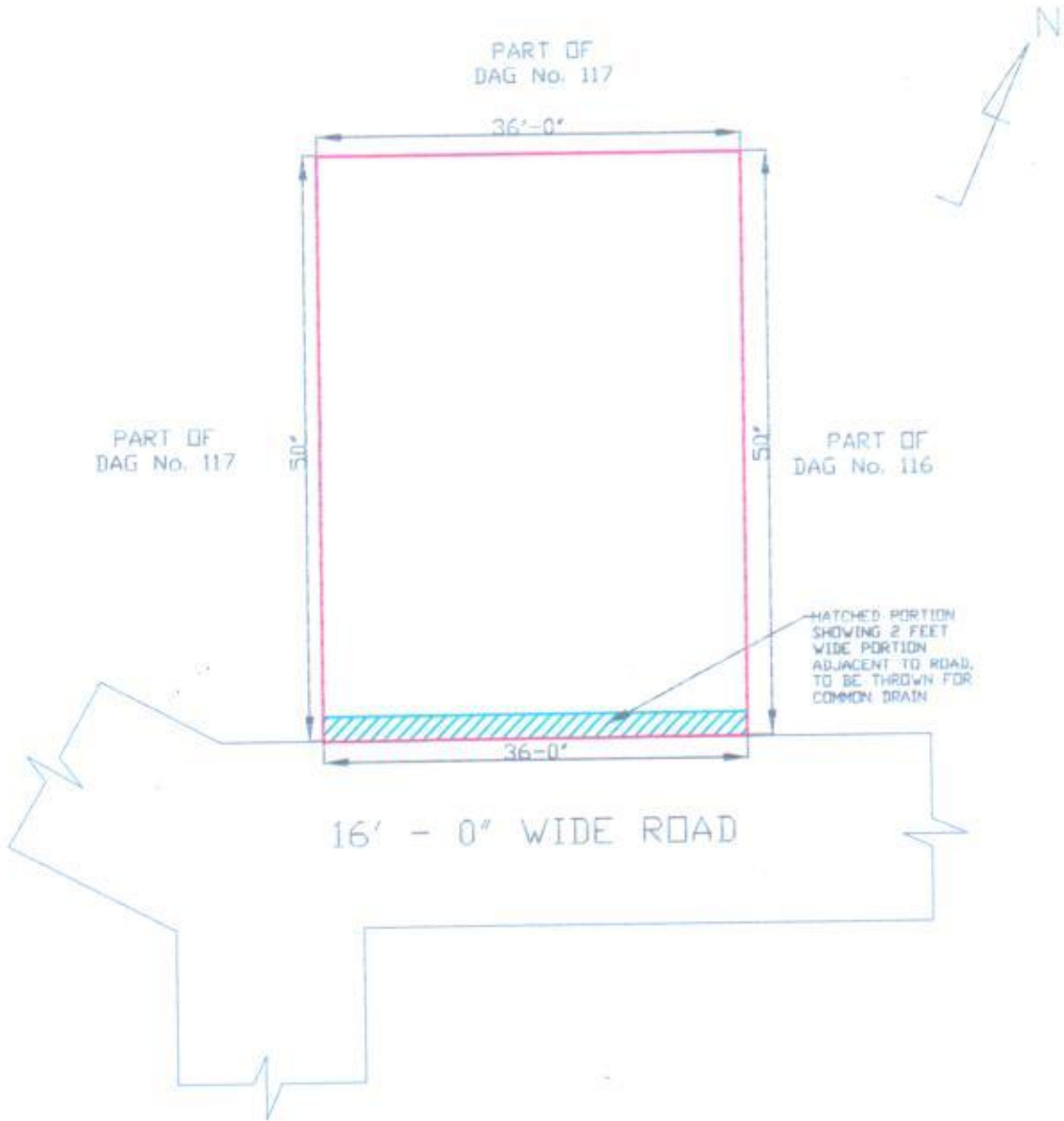


  
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SITE PLAN OF PLOT OF LAND UNDER R.S. DAG No. 117,  
MOUZA SARMASTER CHAK, P.S.- BISHNUPUR,  
DIST.- SOUTH 24 PARGANAS.


TOTAL AREA- 2 COTTAHS 8 CHITTACKS  
(MORE OR LESS).



**ETAKA BUILDERS PVT. LTD.**  
*Rahul Aggarwal*  
Director/Authorised Signatory

*Ramesh Muralidhar*  
as the constituted attorney  
of Papiya Majumdar



  
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**SPECIMEN FORM FOR TEN FINGER PRINTS**

PHOTO		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
		Thumb	Fore	Middle	Ring	Little
		(Right Hand)				
 <i>Rahul Agarwal</i>	<i>Rahul Agarwal</i>	 Little	 Ring	 Middle	 Fore	 Thumb
		(Left Hand)				
		 Thumb	 Fore	 Middle	 Ring	 Little
					(Right Hand)	
 <i>Prakash Khosla</i>	<i>Prakash Khosla</i>	 Little	 Ring	 Middle	 Fore	 Thumb
		(Left Hand)				
		 Thumb	 Fore	 Middle	 Ring	 Little
					(Right Hand)	
PHOTO		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
		Thumb	Fore	Middle	Ring	Little
		(Right Hand)				



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Government Of West Bengal  
Office Of the D.S.R. - IV SOUTH 24-PARGANAS  
District:-South 24-Parganas

Endorsement For Deed Number : I - 02923 of 2015  
(Serial No. 03022 of 2015 and Query No. 1604L000006542 of 2015)

**On 07/04/2015**

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

Presented for registration at 16.30 hrs on :07/04/2015, at the Private residence by Rahul Agarwal, Claimant.

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

Execution is admitted on 07/04/2015 by

1. Papiya Majumdar, wife of Amalendu Majumdar , 44/6 Becharam Chatterjee Rd, Thana:-Behala, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700034, By Caste Hindu, By Profession : Others
2. Rahul Agarwal  
Authorised Signatory, Etaka Builders Pvt Ltd, 55/1a Strand Rd, Thana:-Jorabagan, District:-Kolkata, WEST BENGAL, India, Pin :-700006.  
, By Profession : Others

Identified By Dipankar Sardar, son of Late Subrata Sardar, Gokarnee, Thana:-Magrahat, District:-South 24-Parganas, WEST BENGAL, India, By Caste: Hindu, By Profession: Service.

( Tridip Misra )  
DISTRICT SUB-REGISTRAR-IV

**On 08/04/2015**

**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.-13,20,000/-

Certified that the required stamp duty of this document is Rs.- 66010 /- and the Stamp duty paid as: Impresive Rs.- 100/-

( Tridip Misra )  
DISTRICT SUB-REGISTRAR-IV

**On 10/04/2015**

**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 Cash

Rs. 14548.00/-, on 10/04/2015

( Under Article : A(1) = 14509/-, H = 28% (14509) = 4/- on 10/04/2015 )



( Tridip Misra )  
DISTRICT SUB-REGISTRAR-IV

10/04/2015 13:36:00

EndorsementPage 1 of 2





Government Of West Bengal  
Office Of the D.S.R. - IV SOUTH 24-PARGANAS  
District:-South 24-Parganas

Endorsement For Deed Number : I - 02923 of 2015  
(Serial No. 03022 of 2015 and Query No. 1604L000006542 of 2015)

**Deficit stamp duty**

Deficit stamp duty Rs. 66000/- is paid , by the draft number 893686, Draft Date 10/04/2015, Bank :  
State Bank of India, Alipore, ( Calcutta), received on 10/04/2015

( Tridip Misra )  
DISTRICT SUB-REGISTRAR-IV



(Tridip Misra )

DISTRICT SUB-REGISTRAR-IV

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Certificate of Registration under section 60 and Rule 69.

Registered in Book - I  
CD Volume number 10  
Page from 4053 to 4068  
being No 02923 for the year 2015.



  
(Tridip Misra) 10-April-2015  
DISTRICT SUB-REGISTRAR-IV  
Office of the D.S.R. - IV SOUTH 24-PARGANAS  
West Bengal

