1-8333/12 Saha & Ray 9108 गैर न्यायिक बीस रुपये **Rs.20** रु.20 **TWENTY** RUPEES INDIA NON JUDICIAL পশ্চিমকণ पश्चिम बंगाल WEST BENGAL 12AA 576964 M. Cartified that the document is admitted to registration. The Signature sheet and the endorsement cheets attached with this document are the part of this document A sir Former Sign Registrar Borungur, Schun zu Parganas CONVEYANCE 0 8 AUG 2012 18th July 2012 Place: Kolkata 3 Parties: Amit Das, son of Balai Chandra Das, residing at Gobindapur, Post Office South Gobindapur, Police Station Sonarpur, Kolkata - 700145, South 24 Parganas (Vendor, includes successors-in-interest) Mulli. Amil-Das.

Dipundave Ch. Per

BROWSE MERCHANTS PRIVATE LIMITED

BROWSE TIE UP PRIVATE LIMITED

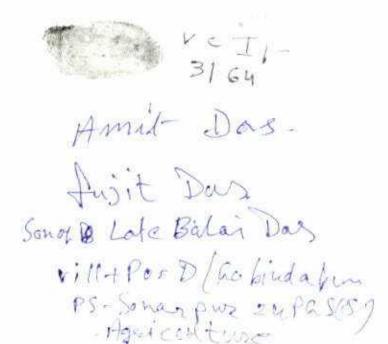
DipanRase Ch. Dey

Authorised Signatory



MAJESTIC CONCLAVE PUT. LTD. Ashula Plumy Publis

Authorised Signatory





Addl. District Sub-Registrar Bauripuk South 24 Purganas

#### And

- 3.2 Broad Tie Up Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at 99A, Park Street, Police Station Park Street, Kolkata-700016 [PAN AAECB6602N], represented by its authorized signatory, Dipankar Chandra Dey, son of Dulal Chandra Dey, of 99A, Park Street, Police Station Park Street, Kolkata-700016
  - 3.3 Recoup Tracom Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at 9°A, Park Street, Police Station Park Street, Kolkata-700016 [PAN AAFCR4144Q], represented by its authorized signatory, Dipankar Chandra Dey, son of Dulal Chandra Dey, of 99A, Park Street, Police Station Park Street, Kolkata-700016
  - 3.4 Browse Tie Up Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at 99A, Park Street, Police Station Park Street, Kolkata-700016 [PAN AAECB6459P], represented by its authorized signatory, Dipankar Chandra Dey, son of Dulai Chandra Dey, of 99A, Park Street, Police Station Park Street, Kolkata-700016
  - 3.5 Browse Merchants Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at 99A. Park Street, Police Station Park Street, Kolkata-700016 [PAN AAECB6460G], represented by its authorized signatory, Subrata Chakraborty, son of Satinath Chakraborty, of 99A, Park Street, Police Station Park Street, Kolkata-700016
  - 3.6 Recoup Vinimay Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at 99A. Park Street, Police Station Park Street, Kolkata-700016 [PAN AAFCR4143K], represented by its authorized signatory, Dipankar Chandra Dey, son of Dulal Chandra Dey, of 99A, Park Street, Police Station Park Street, Kolkata-700016
  - 3.7 Majestic Gonclave Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at 131, Bakul Bagan Road, Police Station Bhowanipor, Kolkata-700025 [PAN AAHCM4356P], represented by its authorized signatory, Ashok Kumar Podciar, son of Ramnath Poddar, of 31D, Chakraberia Road (South), Police Station Bhowanipor, Kolkata-700025

(collectively Purchasers, includes successors-in-interest-

Vendor and Purchasers collectively Parties and individually Party.

#### NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

- 4. Subject Matter of Conveyance
- 4.1 Said Property: Danga (highland) land measuring 10 (ten) decimal [equivalent to 6,606 (six point six zero six) cottah], more or less, out of 30 (thirty) decimal, being a portion of R.S./L.R. Dag No. 20, recorded in L.R. hhahan No. 1450, Mouza Khas Mallick, J.L. No. 35, Police Station Barunjan, within the jurisdiction of Hariharpur Gram Panchayet (HGP), Sub-Registration District Barunjan, District South 24 Parganas

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Addl. District Sub-Pegistrar Bauripur, Shuth 24 Parganas 8 JUL 2012

more fully described in the **Schedule** below and the said R.S./L.R. Dog No. 20 being delineated and demarcated on the **Plan** annexed hereto and bordered in colour **Red** thereon **Said Property**) **together with** all title, benefits, easements, 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.

- 5. Background, Representations, Warranties and Covenants
- 5.1 Representations and Warranties Regarding Title: The Vendor has made the following representations and given the following warranties to the Purchasers regarding title:
- 5.1.1 Ownership of Mother Property: Balai Chandra Das was the recorded owner of danga (highland) land measuring 30 (thirty) decimal, more or less, comprised in R.S./L.R. Dag No. 20, recorded in L.R. Khatian No. 1432, Mouza Khas Mallick, J.L. No. 35, Police Station Baruipur, within the jurisdiction of Hariharpur Gram Panchavet, Sub-Registration District Baruipur, District South 24 Parganas (Mother Property), free from all encumbrances. The Said Property is a portion of the Mother Property and subject matter of this conveyance.
- 5.1.2 Deed of Gift: By a Deed of Gift in Bengali Language (Daanpatra) dated 13th April, 2007, registered in the Office of the Additional District Sub-Registrar, Baruipur, in Book No. I, being Deed No. 1102 for the year 2007. Balai Chandra Das, out of natural love and affection, unconditionally gifted the Mother Property to his 2 (two) sons, namely, Sujit Das and Amit Das (Vendor herein above) and his grandson, Chiranjit Das, free from all encumbrances.
- 5.1.3 Mutation: The Vendor has got his name recorded in L.R. Rhatian No. 1450 with regard to the Said Property.
- 5.1.4 Absolute Ownership of Vendor: In the aforesaid circumstances, the Vendor has become the undisputed and absolute owner of the Said Property, free from all encumbrances.
- 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 the Panchapet Authority or Government or any 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.

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Addi. District Sub-Registrar Baumpur, Sobib 24 Parganas

1 8 JUL 2012

- 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 Purchasers.
- 5.2.5 No Dues: No tax in respect of the Said Property is due to the local authority and/or any other authority or authorities and no Certificate Case is pending for realization of any dues from the Vendor.
- 5.2.6 No Right of Pre-emption: No person or persons whosoever have/had/has any right of pre-emption over and in respect of the Said Property or any part thereof.
- 5.2.7 No Mortgage: No mortgage or charge has been created by the Vendor by depositing the title deeds or otherwise over and in respect of the Said Property or any part thereof.
- 5.2.8 Free From All Encumbrances: The Said Property is now free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, lis pendens, uses, debutters, trusts, prohibitions, Income Tax attachments, financial institution charges, statutory prohibitions, acquisitions, requisitions, vestings, bargadars and habilities 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 Agreement to Sell and Purchase: The basic understanding between the Parties is that the Vendor will sell the Said Property to the Purchasers 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 Purchasers will purchase the same on the representations, warranties and covenants mentioned in Clauses 5.1 and 5.2 and their sub-clauses mentioned above (collectively Representations).
- 6.2 Surrender of Rights by Pushpadant Infrastructure Limited: Pushpadant Infrastructure Limited, having its registered office at Room No. 205, 2nd Floor, 10A, Hospital Street, Police Station Bowbazar, Kolkata-700072 [PAN AAFCP1441G] has been claiming possessory right over the Said Property but by virtue of commercial negotiation and amicable settlement, Pushpadant Infrastructure Limited hereby surrenders/releases such claims in favour of the Purchasers.

### 7. Transfer

7.1 Hereby Made: The Vendor hereby sells, conveys and transfers to the Purchasers the entirety of the Vendor's right, title and interest of whatsoever or howsoever nature

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Addl, District Sup-Registrar Bauripur, South A Paryanas 1 8 JUL 2012 in the Said Property more fully described in the **Schedule** below, being, danga (highland) land measuring 10 (ten) decimal [equivalent to 6.606 (six point six zero six) cottah], more or less, out of 30 (thirty) decimal, being a portion of R.S./L.R. Dag No. 20, recorded in L.R. Khatan No. 1450, Mouza Khas Mallick, J.L. No. 35, Police Station Baruipur, within the jurisdiction of HGP, Suo-Registration District Baruipur, District South 24 Parganas, the said R.S./L.R. Dag No. 20 being delineated and demarcated on the **Plan** annexed hereto and bordered in colour **Red** thereon **together with** all title, benefits, easements, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendor in the Said Property and appurtenances and inheritances for access and user thereof, free from all encumbrances.

- 7.2 Total Consideration: The aforesaid transfer is being made in consideration of a sum of Rs.17,00,000/- (Rupees seventeen lac) paid by the Purchasers to the Vendor, receipt of which the Vendor hereby as well as 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, debutters, trusts, prohibitions, Income Tax attachments, financial institution charges, statutory prohibitions, acquisitions, requisitions, vestings, bargadars and liabilities whatsoever or howsoever made or suffered by the Vendor or any person or persons having or lawfully, rightfully or equitably claiming any estate or interest therein through, under or in trust for the Vendor or the Vendor's predecessors-in-title.
- 8.1.4 Together with All Other Appurtenances: together with all other rights the Vendor has in the Said Property and all other appurtenances including but not limited to customary and other rights of easements for beneficial use of the Said Property.
- 8.2 Subject to: The transfer being effected by this Conveyance is subject to:
- 8.2.1 Indemnification: Indemnification by the Vendor about the correctness of the Vendor's title and authority to sell and this Conveyance is being accepted by the Purchasers on such express indemnification by the Vendor about the correctness of the Vendor's title, which if found defective or untrue at any time, the Vendor shall, at the costs, expenses, risk and responsibility of the Vendor, forthwith take all necessary steps to remove and/or rectify.
- 8.2.2 Transfer of Property Act: All obligations and duties of vendor and vendee as provided in the Transfer of Property Act, 1882, save as contracted to the contrary hereunder.
- 8.3 Delivery of Possession: Khas, vacant, peaceful and physical possession of the Said Property have been handed over by the Vendor to the Purchasers.

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Addl. Disn'et Sub-Registrar Bauripur, South 24 Parganas

1 8 JUL 2012

- 8.4 Outgoings: All statutory revenue, cess, taxes, surcharge, outgoings and levies of or on the Said Property, relating to the period till the date of this Conveyance, whether as yet demanded or not, shall be borne, paid and discharged by the Vendor, with regard to which the Vendor hereby indemnifies and agrees to keep the Purchasers fully and comprehensively saved, harmless and indemnified.
- 8.5 Holding Possession: The Vendor hereby covenants that the Purchasers and their successors-in-interest and 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 Purchasers, 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.
- 8.6 Indemnity: The Vendor hereby covenants that the Vendor or any person claiming under the Vendor in law, trust and equity shall, at all times hereafter, indemnify and keep indemnified the Purchasers and/or the Purchasers' successors-in-interest and assigns, of, from and against any loss, damage, costs, charges and expenses which may be suffered by the Purchasers and/or the Purchasers' successors-in-interest and assigns by reason of any encumbrance on the Said Property.
- 8.7 No Objection to Mutation: The Vendor declares that the Purchaser' shall be fully entitled to mutate the Purchasers' name in all public and statutory records and the Vendor hereby expressly (1) consents to the same and (2) appoints the Purchasers as the constituted attorneys of the Vendor and empowers and authorizes the Purchasers 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 Purchasers in all respect for causing mutation of the Said Property in the name of the Purchasers and in this regard shall sign all documents and papers as required by the Purchasers.
- 8.8 Further Acts: The Vendor hereby covenants that the Vendor or any person claiming under them, shall and will from time to time and at all times hereafter, upon every request and at the cost of the Purchasers and/or their successors-in-interest and assigns, do and execute or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Said Property.

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Addl. District Sub-Registrar Bauriphy, South 24 Parganas 1 8 JUL 2012

## Schedule (Said Property)

Danga (highland) land measuring 10 (ten) decimal [equivalent to 6.606 (six point six zero six) cottah], more or less, out of 30 (thirty) decimal, being a portion of R.S./L.R. Dag No. 20, recorded in L.R. Khatan No. 1450, Mouza Khas Mallick, J.L. No. 35, Police Station Baruipur, within the jurisdiction of Hariharpur Gram Panchayet, Sub-Registration District Baruipur, District South 24 Parganas, the said Dag No. 20 being delineated and demarcated on the **Plan** annexed hereto and bordered in colour **Red** thereon and butted and bounded as follows:

On the North : By R.S./L.R. Dog No. 13

On the East : By R.S./L.R. Dag Nos. 21 & 22

On the South : By R.S./L.R. Dag No. 23

On the West : By R.S./L.R. Dag No. 19

**Together with** all title, benefits, easements, 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.

The details of the Said Property are tabulated below:

Mouza	L.R. Dag No.	L.R. Khatian No.	Total Area of Dag (in decimal)	Total Area sold (in decimal)	Name of the Recorded Owner
Khas Mallick	20	1450	30	10.00	Amit Das
			Total	10.00	

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Addl. District Sub-Registrar Bauripur, Soligh 24 Parganas 8 JUL 2012

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

Dipankar Ch Dey

[Broad Tie Up Private Limited]

DipanRax Ch. Dey

Dipankas Ch. Ley [Browse Tie Up Private Limited]

Dipankan Ch. Day [Browse Merchants Private Limited]

Dipankan Ch Dey

article Reman Portelar

[Recoup Vinimay Private Limited]

[Majestic Conclave Private Limited]

[Authorized Signatory] [Purchasers]

Witnesses:

Rather's Name: Krishna Pada Mondal

Address: Village Baruli, Post Office Dakshin Gobindapur, Police Station Sonarpur

Plus PS- Son arpin 24 Ph S(S) Kolkata-700144



Addl. District Sub-Registrar Bauripur, South 24 Parganas I 8 JUL 2012

## Receipt and Memo of Consideration

Received from the within named Purchasers the within mentioned sum of Rs.17,00,000/(Rupees seventeen lac) towards full and final payment of the Total Consideration for sale of the Said Property described in the Schedule above, in the following manner:

Mode	Date	Bank	Amount (Rs.)
By Pay Order vide No. 001432	04.06.12	Axis Bank	5.00,000
By Pay Order vide No. DO1559	17-07-12	Axis Bank	5,00,000
By Pay Order vide No. 001560	17-07-12	Axis Boink	5,00,000
By Pay Order vide No. 001561	17.07-12	Axis Bank	2,00,000
			17,00,000/-

[Amit Das]

Witnesses:

Signature\_

Name

Signature

Name: Bapi Mandal



Addl. District Sub-Registrar Bauripur, Sout 24 Parganas

1 8 JUL 2012

## SPECIMEN FORM TEN FINGER PRINTS

SI. No.	Signature of the executants and/or purchaser Presentants					
		Little	Ring	Middle (Left	Fore Hand)	Thumb
Die Sie	panhasu h. Dey					8
		Thumb	Fore	Middle (Right	Ring Hand)	Little
		Little	Ring	Middle (Left	Fore Hand)	Thumb
as	Hush Sleven Johlen					(8)
		Thumb	Fore	Middle (Right	Ring Hand)	Little
		9				
	6.1	Little	Ring	Middle (Left	Fore Hand)	Thumb
	Amil-	4				
		Thumb	Fore	Middle (Right	Ring Hand)	Little



Addl. District Jub-Registrar Bauripur, South 24 Parganas 1 8 JUL 2012 SITE PLAN OF PART OF R. S./L. R. DAG NO. - 20 BOUNDED BY RED LINE AREA - 6.060 6 DEC. CMORE/LESS) AT MOUZA-KHASMALLICK J. L. NO. - 35 P. S. -BARUIPUR DIST - 24-PARGANAS CSOUTH) UNDER HARIHARPUR GRAM PANCHAYET 5 CALE -1"= 66'

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BROWSE MERCHANTS PRIVATE LIMITED BROWSE MERCHANTS PRIVATE LIMITED

RECOUP VINIMAY PRIVATE LIMITED

BROWSE TIE UP PRIVATE LIMITAL

RECOUP TRACOM PRIVATE LIMITED

DipanRava Ch Dey Authorised Signatory

MAJESTIC CONCLAVE PVT. LTD. arhela Samuer Valley

Authorised Signatory

DRAWN

UTPAL KARMAKAR PLANNER, SURVEYOR & ESTIMATOR

Vill - Selipur 10/14.



Addl. Dispict Sah-Registrar Bauripur, South 24 Parganas 1 8 SUL 2012



# Government Of West Bengal Office Of the A.D.S.R. BARUIPUR District:-South 24-Parganas

## Endorsement For Deed Number: I - 08333 of 2012 (Serial No. 09108 of 2012)

On

Payment of Fees:

On 18/07/2012

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

Presented for registration at 18.25 hrs on :18/07/2012, at the Private residence by Dipankar Chandra Dev , one of the Claimants.

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

Execution is admitted on 18/07/2012 by

- Amit Das, son of Balai Chandra Das, Village: Gobindapur, Thana: -Sonarpur, P.O.: -, District: -South 24-Parganas, WEST BENGAL, India, , By Caste Hindu, By Profession: Others
- - Authorized Signatory, Recoup Tracom Pvt. Ltd., 99 A Park Street, Thana:-Park Street, P.O. :-, District:-Kolkata, WEST BENGAL, India, .
  - Authorized Signatory, Browse Tie Up Pvt Ltd, 99 A Park Street, Thana:-Park Street, P.O. :-, District:-Kolkata, WEST BENGAL, India, .
  - Authorized Signatory, Browse Merchants Pvt Ltd., 99 A Park Street, Thana:-Park Street, P.O. :-, District:-Kolkata, WEST BENGAL, India, .
  - Authorized Signatory, Recoup Vinimay Pvt. Ltd., 99 A Park Street, Thana:-Park Street, P.O.:-, District:-Kolkata, WEST BENGAL, India, . , By Profession: Business
- 3. Ashok Kumar Poddar
  - Authorized Signatory, Majestic Conclave Pvt. Ltd., 131 Bakul Bagan Road, Thana:-Bhowanipur, P.O.:-, District:-Kolkata, WEST BENGAL, India, Pin:-700025.
  - . By Profession : Business

Identified By Sujit Das, son of Lt. Balai Das, Village:D/ Gobindapur, Thana:-Sonarpur, P.O. ;-,District:-South 24-Parganas, WEST BENGAL, India, , By Caste: Hindu, By Profession: Cultivation.

( Panchali Munshi )
ADDITIONAL DISTRICT SUB-REGISTRAR

On 08/08/2012

Certificate of Admissibility(Rule 43, W.B. Registration Rules 1962)

( Panchali Munshi ) ADDITIONAL DISTRICT SUB-REGISTRAR

08/08/2012 16:09:00

EndorsementPage 1 of 2





# Government Of West Bengal Office Of the A.D.S.R. BARUIPUR District:-South 24-Parganas

## Endorsement For Deed Number: I - 08333 of 2012

(Serial No. 09108 of 2012)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number: 23, 5 of Indian Stamp Act 1899, also under section 5 of West Bengal Land Reforms Act, 1955; Court fee stamp paid Rs.10/-

## Payment of Fees:

Amount By Cash

Rs. 0.00/-, on 08/08/2012

Amount by Draft

Rs. 23338/- is paid, by the draft number 035490, Draft Date 25/07/2012, Bank Name State Bank of India, DALHOUSIE SQUARE, received on 08/08/2012

( Under Article : A(1) = 23331/- ,E = 7/- on 08/08/2012 )

## 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.-21,21,210/-

Certified that the required stamp duty of this document is Rs.- 106070 /- and the Stamp duty paid as: Impresive Rs.- 20/-

### Deficit stamp duty

Deficit stamp duty Rs. 106070/- is paid, by the draft number 035341, Draft Date 21/07/2012, Bank Name State Bank of India, DALHOUSIE SQUARE, received on 08/08/2012

( Panchali Munshi ) ADDITIONAL DISTRICT SUB-REGISTRAR



## Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 26 Page from 1073 to 1087 being No 08333 for the year 2012.



(Panchali Munshi) 0-August-2012 ADDITIONAL DISTRICT SUB-REGISTRAR Office of the A.D.S.R. BARUIPUR West Bengal