

5228

KM/27

A-5113/12

Saha & Ray

भारतीय गैर न्यायिक



INDIA NON JUDICIAL

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

57AA 382558

Certified that the document is admitted to registration. The Signature sheet and the endorsement sheets attached with this document are the part of this document.

District Sub-Registrar
Baruipur, South 24 Parganas

23 MAY 2012

CONVEYANCE

1. Date: _____

2. Place: Kolkata

3. Parties:

3.1. **Ramen Das alias Ramendra Das**, son of Late Panchu Gopal Das, residing at Village Mistri Para, Biraldhamnagar, Post Office Purandapur Math, Police Station Baruipur, Kolkata - 700145, South 24 Parganas
(Vendor, includes successors-in-interest)

Susanta Chatterjee



VC II - 1774

12346
Sd/-
- 7 MAY 2012
L. S. V.
High Court A.S.

SAHA & RAY
Advocates
3/11, 3rd Floor, Hooghly Chambers
Kiran Ghosh, 100/1
Kolkata - 700016

BROAD TIE UP PRIVATE LIMITED

RECOURT ^{Trust} PRIVATE LIMITED

Susanta Chatterjee
Authorized Signatory



VC II - 1782

MAJESTIC CONCLAVE PVT. LTD.

Arjun Kumar Sarkar
Authorized Signatory



VC II - 1784

10/11/12



Bablu Sarkar

Son of Late Fakir Chandra
Sarkar

Vijay Kumar Sarkar
P.O. - Barulpur (S) 24101

Addl. District Sub-Registrar
Rauricour, South 24 Parganas

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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, Subrata Chakraborty, son of Satinath Chakraborty, 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 99A, Park Street, Police Station Park Street, Kolkata-700016 [**PAN AAFCR4144Q**], represented by its authorized signatory, Subrata Chakraborty, son of Satinath Chakraborty, of 99A, Park Street, Police Station Park Street, Kolkata-700016
- 3.4 **Majestic Conclave 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 Poddar, 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:** *Bagan* (horticultural) land measuring 9 (nine) decimal, more or less, out of 37 (thirty seven) decimal, being a portion of R.S./L.R. *Dag* No. 13, recorded in L.R. *Khatian* No. 1631, *Mouza* Khas Mallick, J.L. No. 35, Police Station Baruipur, within the jurisdiction of Hariharpur Gram Panchayet (**HGP**), Sub-Registration District Baruipur, District South 24 Parganas more fully described in the **Schedule** below and the said R.S./L.R. *Dag* No. 13 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:** The Vendor is the recorded *rayyat* of *bagan* (horticultural) land measuring 37 (thirty seven) decimal, more or less, contained in R.S./L.R. *Dag* No. 13, recorded in L.R. *Khatian* No. 1631, *Mouza* Khas Mallick, J.L. No. 35, Police Station Baruipur, within the jurisdiction of HGP, Sub-Registration District Baruipur, District South 24 Parganas (**Mother Property**), free from all encumbrances.











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- 5.1.2 **Absolute Ownership of Vendor:** In the aforesaid circumstances, the Vendor has become the undisputed and absolute owner of the Said Property (defined above), free from all encumbrances, which is a portion of the Mother Property and is the subject matter of this Deed of Conveyance.
- 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 *Panchayet* 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.
- 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 whatsoever 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, *debentures*, 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 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.








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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** *khass*, 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 has agreed to surrender/release 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 in the Said Property more fully described in the **Schedule** below, being, *bagan* (horticultural) land measuring 9 (nine) decimal, more or less, out of 37 (thirty seven) decimal, contained in R.S./L.R. *Dag* No. 13, recorded in L.R. *Khatian* No. 1631, *Mouza* Khas Mallick, J.L. No. 35, Police Station Baruipur, within the jurisdiction of HGP, Sub-Registration District Baruipur, District South 24 Parganas, the said R.S./L.R. *Dag* No. 13 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.19,09,070/- (Rupees nineteen lac nine thousand and seventy) 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, *debentures*, 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.








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- 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.
- 8.4 **Outgoings** All statutory revenue, cess, taxes, surcharge, outgoing 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.







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Bauripur, South 24 Parganas

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- 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,

**Schedule
(Said Property)**

Bagan (horticultural) land measuring **9 (nine) decimal**, more or less, out of 37 (thirty seven) decimal, contained in **R.S./L.R. Dag No. 13**, recorded in **L.R. Khatian No. 1631, 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. 13 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. *Dag* No. 11
- On the East** : By R.S./L.R. *Dag* Nos. 12 and 21
- On the South** : By R.S./L.R. *Dag* Nos. 19 and 20
- On the West** : By R.S./L.R. *Dag* Nos. 15, 14, 7 and 8

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:

<i>Mouza</i>	<i>L.R. Dag No.</i>	<i>L.R. Khatian No.</i>	<i>Total Area of Dag (in decimal)</i>	<i>Total Area sold (in decimal)</i>	<i>Name of the Recorded Owner</i>
Khas Mallick	13	1631	37	9.00	Ramen Das
			Total	9.00	

Arise

[Signature]

[Signature]

[Signature]



Addl. District Sub-Registrar
Bauripur, South 24 Parganas

10 May 2012

9. Execution and Delivery

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

Ramen Das

[Ramen Das *alias* Ramendra Das]
[Vendor]

BROAD TIE UP PRIVATE LIMITED

Selwata Chatterjee
Authorized Signatory

[Broad Tie Up Private Limited]

^{Tracom}
RECOUP TIE UP PRIVATE LIMITED

Selwata Chatterjee
Authorized Signatory

[Recoup Tracom Private Limited]

MAJESTIC CONCLAVE PVT. LTD.

Abhish Kumar Mishra
Authorized Signatory

[Majestic Conclave Private Limited]
[Authorized Signatory]
[Purchasers]

Drafted by
Shankar Adv.
(JAUTUSH CHAUDHURI)

Witnesses:

Bablu Sardar

Signature _____

Name: Bablu Sardar

Father's Name: Late Fakir Chandra Sardar

Address: Village Khas Mallick, Post Office
Dakshin Gobindapur, Khas Mallick, Police
Station Baruipur, Kolkata-700145, South 24
Parganas

Signature *Bapi Mondal*

Name: Bapi Mondal

Father's Name: Krishna Pada Mondal

Address: Village Baruli, Post Office Dakshin
Gobindapur, Police Station Sonarpur
Kolkata-700144



Addl. District Sub-Registrar
Bauripur, South 24 Parganas

10 Mar 2012

Receipt and Memo of Consideration

Received from the within named Purchasers the within mentioned sum of **Rs.19,09,070/- (Rupees nineteen lac nine thousand and seventy)** 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.	09.05.2012	AXIS Bank Limited, Nimta Branch, M. B. Road, Kolkata-700049	8,00,000/-
By Pay Order vide No.	09.05.2012	AXIS Bank Limited, Nimta Branch, M. B. Road, Kolkata-700049	7,50,000/-
By Cash	09.05.2012		3,59,070/-
			19,09,070/-

Ramen Das

**[Ramen Das *alias* Ramendra Das]
[Vendor]**

Witnesses:

Signature _____

Name: Bablu Sardar

Signature *Bapi Mondal*


































Name: Bapi Mondal



Addl. District Sub-Registrar
Bauripur, South 24 Parganas

10 Mar 2012

SPECIMEN FORM TEN FINGER PRINTS

Sl. No.	Signature of the executants and/or purchaser Presentants					
	<p><i>Subrata Chakraborty</i></p>					
		<p align="center">Little (Left Hand)</p>	<p align="center">Ring (Left Hand)</p>	<p align="center">Middle (Left Hand)</p>	<p align="center">Fore (Left Hand)</p>	<p align="center">Thumb (Left Hand)</p>
						
		<p align="center">Thumb (Right Hand)</p>	<p align="center">Fore (Right Hand)</p>	<p align="center">Middle (Right Hand)</p>	<p align="center">Ring (Right Hand)</p>	<p align="center">Little (Right Hand)</p>
	<p><i>Ashutosh Kumar</i></p>					
		<p align="center">Little (Left Hand)</p>	<p align="center">Ring (Left Hand)</p>	<p align="center">Middle (Left Hand)</p>	<p align="center">Fore (Left Hand)</p>	<p align="center">Thumb (Left Hand)</p>
						
		<p align="center">Thumb (Right Hand)</p>	<p align="center">Fore (Right Hand)</p>	<p align="center">Middle (Right Hand)</p>	<p align="center">Ring (Right Hand)</p>	<p align="center">Little (Right Hand)</p>
	<p><i>Manoj Kumar</i></p>					
		<p align="center">Little (Left Hand)</p>	<p align="center">Ring (Left Hand)</p>	<p align="center">Middle (Left Hand)</p>	<p align="center">Fore (Left Hand)</p>	<p align="center">Thumb (Left Hand)</p>
						
		<p align="center">Thumb (Right Hand)</p>	<p align="center">Fore (Right Hand)</p>	<p align="center">Middle (Right Hand)</p>	<p align="center">Ring (Right Hand)</p>	<p align="center">Little (Right Hand)</p>



Addl. District Sub-Registrar
South 24 Parganas

10 Dec 2012

SITE PLAN

SHOWING THE POSITION AT MOUZA - KHASMALLIK, J.L. NO. 35, HARIHARPUR GRAMPANCHAYAT, UNDER P.S. - BARUIPUR, DIST. SOUTH 24 PARGANAS

DAG NO. 10	AREA 16 DEC.
DAG NO. 11	AREA 16 DEC.
DAG NO. 13	AREA 37 DEC.
PART OF DAG NO. 7	AREA 20 DE
PART OF DAG NO. 8	AREA 24 DEC.
TOTAL -	113 DEC.

REFERENCE

SCALE - 1" INCH - 40' FT



VENDOR SIGNATURE

PURCHASER SIGNATURE

DAG NO. 22



Addl. District Sub-Registrar
Bauripur, South 24 Parganas

10 MAY 2012



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

Endorsement For Deed Number : I - 05113 of 2012
(Serial No. 05228 of 2012)

On

Payment of Fees:

On 10/05/2012

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

Presented for registration at 18.25 hrs on 10/05/2012, at the Private residence by Subrata Chakraborty, one of the Claimants.

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

Execution is admitted on 10/05/2012 by

1. Ramen Das Alias Ramendra Das, son of Lt. Panchu Gopal Das, Village:Mistri Para Biraldhamnagar, Thana:-Baruipur, District:-South 24-Parganas, WEST BENGAL, India, P.O. :-, By Caste Hindu, By Profession : Others
2. Subrata Chakraborty
Signatory, Broad Tie Up Pvt. Ltd., 99 A Park Street, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, P.O. :-, By Profession : Business
3. Subrata Chakraborty
Signatory, Recoup Tracom Pvt. Ltd., 99 A Park Street, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700016, By Profession : Business
4. Ashok Kumar Poddar
Signatory, Majestic Conclave Pvt. Ltd., 131 Bakul Bagan Road, Thana:-Bhowanipur, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700016, By Profession : Business
Identified By Bablu Sardar, son of Lt. Fakir Ch Sardar, Village:Khasmallick, Thana:-Baruipur, District:-South 24-Parganas, WEST BENGAL, India, P.O. :-, By Caste: Hindu, By Profession: Service

(Panchali Munshi)
ADDITIONAL DISTRICT SUB-REGISTRAR

On 15/05/2012

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.-19,09,089/-

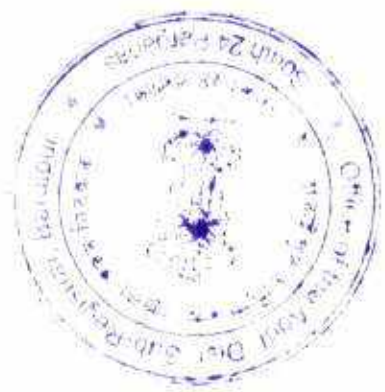
Certified that the required stamp duty of this document is Rs.- 95464 /- and the Stamp duty paid as: Impresive Rs.- 10/-

(Panchali Munshi)
ADDITIONAL DISTRICT SUB-REGISTRAR

On 23/05/2012

(Panchali Munshi)
ADDITIONAL DISTRICT SUB-REGISTRAR

Handwritten marks or scribbles in the top right corner.





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

Endorsement For Deed Number : I - 05113 of 2012
(Serial No. 05228 of 2012)

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, 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 23/05/2012

Amount by Draft

Rs. 21006/- is paid , by the draft number 427214, Draft Date 10/05/2012, Bank Name State Bank of India, DALHOUSIE SQUARE, received on 23/05/2012

(Under Article : A(1) = 20999/- ,E = 7/- on 23/05/2012)

Deficit stamp duty

Deficit stamp duty Rs. 95464/- is paid, by the draft number 427224, Draft Date 10/05/2012, Bank Name State Bank of India, DALHOUSIE SQUARE, received on 23/05/2012

(Panchali Munshi)
ADDITIONAL DISTRICT SUB-REGISTRAR

(Panchali Munshi)
ADDITIONAL DISTRICT SUB-REGISTRAR



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 16
Page from 3781 to 3794
being No 05113 for the year 2012.



(Panchali Munshi) 24-May-2012
ADDITIONAL DISTRICT SUB-REGISTRAR
Office of the A. D. S. R. BARUIPUR
West Bengal