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BEFORE THE NATIONAL GREEN TRIBUNAL,
EASTERN ZONE BENCH, KOKATA.

Original Application No.122 of 2024/EZ

IN THE MATTER OF:

Sumita Banerjee

-VS -

.....Applicant

CEO Kolkata Metropolitan Development Authority & Ors

.....Respondent

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Paushali Banerjee
PAUSHALI BANERJEE

ADVOCATE

7A, KIRON SHANKAR ROY ROAD,



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SL. NO. 50 DT. 24.09.2024

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CEO Kolkata Metropolitan Development Authority & Ors

.....Respondent



AFFIDAVIT OF COMPLIANCE ON BEHALF OF KOLKATA METROPOLITAN DEVELOPMENT AUTHORITY.

I, Dipto Roy Chowdhury, son of Late J.P. Roy Chowdhury, aged about 44 years, by occupation service, work for gain as Executive Engineer, Kolkata Metropolitan Development Authority, having office at Unnayan Bhavan , Block-A, Sector- II, Salt Lake City, Kolkata- 700-091, do hereby solemnly affirm and state as under:-

1. That I am the Executive Engineer, Kolkata Metropolitan Development Authority. I am well acquainted with the facts and circumstances of the case

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and I have been duly authorized to affirm this affidavit on behalf of the Kolkata Metropolitan Development Authority .

2. I submit that the answering respondent is the owner of Rabindra Sarover and have complied with the orders of this Hon'ble Tribunal arising out of different matters before this Hon'ble Tribunal.

1. I say that That the Hon'ble National Green Tribunal in its order dated 15/09/20116 in O.A.136/2016 constituted a committee to examine the impact of various pollutants on the environment and surrounding areas of Rabindra Sarover stadium particularly the lake area consisting of the following:-

i) Dr. A.K.Sanyal, Chairman, West Bengal State Bio-Diversity Board, Kolkata, who shall head the committee as its Chairman.

ii) A Professor of Engineering from IIT, Kharagpur or such other experts from the IIT, who has the requisite knowledge on the subject to be nominated by the Director, IIT, Kharagpur.

- Member

iii) Sr. Scientist/Sr. Environmental Engineer, CPCB, to the nominated by the Regional Head of the Board .

- Member



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iv) Sr. Scientist/Sr. Environmental Engineer, State PCB, to be nominated by the Head of the State Board.

- Member

v) Sr. Scientist from NEERI, Regional Office, Kolkata to be nominated by the Regional Head of the Institute.

- Member

There, however, shall be no quorum.

The Committee shall submit report on the following terms of reference :-

A. ".....*The area of studies have been set out as under :*

1. Listing of plant and animal species from the aquatic body (both from primary and secondary sources).

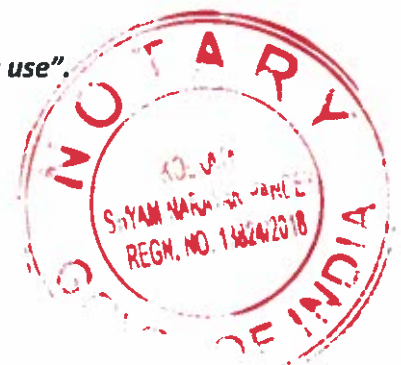
2. List of plant (tree, shrub and herbs) and animal species from the land (both from primary and secondary sources).

3. Listing of migratory birds and animals (both from primary and secondary sources).

4. Classification of existing animals and plants according to "schedule" under Wild Life Protection act, 1972,

5. Ambient Air Quality monitoring including noise level.

6. Water quality based on CPCB classification of "designated best use".



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7. Nutrients (Phosphate, Nitrate) and heavy metals (Hg, As, Cd, Pb) quantity in the water.

8. Lake sediment characteristics including nutrient (phosphate, nitrate) lead and heavy metals (Hg, As, Cd, Pb) quality.

9. Trophic status of the Lake (to find out whether the lake is in Oligotrophic, Mesotrophic or Eutrophic stage based on qualitative (colour, presence of hydrophytes) and quantitative (oxygen profile, algal diversity and dominance) studies.

10. Methodology for collection of samples (minimum No. of samples and sampling locations) and analysis will be as per recommended standards to be decided by the Committee

Impact Assessment :

Probable impact on anthropogenic activities undertaken in Rabindra Sarobar Lake and stadium, particularly due to organisation of mega events like cricket and football matches with bursting of fire crackers and emission of high intensity noise, night lighting, organising chhat Puja and picnic parties, activities of various clubs existing in the premises, movement of large number of vehicles in the park area etc. on ecology, biodiversity and pollution of the lake environment.

It has also been decided that while the studies in Items No. 1 to 4 under A above shall be carried out by the ZSI, BSI and West Bengal State Bio-diversity Board, studies in items No. 5 to 9 under A shall be conducted by the expert members of the Committee belonging to NEERI, CPCB and the State PCB. It is open to the Committee



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to undertake any other related studies as they may deem it necessary, fit and proper.

.....”

3. I submit that the committee report was considered and recorded vide order dated 15/11/17 . This Hon’ble Tribunal was pleased to dispose off the application and direct ***“There shall be no new construction or extension of existing building without the leave of the Tribunal. However, repair and renovation under the supervision of KMDA shall be permissible including reconstruction of existing boundary walls of the Lake Club Ltd. that have collapsed but without creating opening on the Lake side “***. Copy of Order dated 15/11/17 is annexed herewith and marked as annexure A.
4. I submit that one Calcutta Entertainment Club Foundation on 15/03/24 was granted possession of vacant land of KMDA on “as is where is” basis to be utilized as Playground.
5. I submit that the vacant land was granted to the allottee for occupation during the day from 6 am to 6 pm with certain restrictions including the embargo not to construct any permanent or temporary structure and organisation of any kind of activities. Copy of the possession letter dated 12/03/24 is annexed herewith and marked as annexure B.
6. I submit that the position of the vacant land is on the road side portion of Rabindra Sarover, adjacent to other grounds, that is being used for sports purpose and is within the area of Rabindra Sarover. Rabindra Sarover lake





is on the South Eastern side of the area and more than 100 meters from the play ground that is on the North Western side of the premises.

7. I submit that to make the vacant land a playground, laying of grass at the top layer is needed, therefore six to eight inches of the surface of the vacant land is scrapped. One portion of the scrapped material is used for levelling the ground itself and the remaining portion of the scrapped material is used near gate no.4 of Rabindra Sarover for levelling the area. Soil is also used from outside to level the playground where grass is laid. The pictures of the levelled playground with grass laid on the ground to make it fit for practising sports are annexed herewith and marked as annexure C.
8. now I propose to deal with each of the allegations contained in the application in seriatim. Save and except what are matters of record and/or specifically admitted by me hereinafter all other allegations contained in the said Application shall be deemed to have been denied by this answering respondent. I have been advised to traverse only those portions of the said application which are material for the purpose of disposal of the said Application.
9. With regard to paragraph 1 & 2 I say that in MA 9 of 2019 this Hon'ble Tribunal vide order dated 21.10.19, clarified that the committee constituted by this Hon'ble Tribunal in MA 65/2019 comprising of the Chief Secretary of



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the Government of West Bengal, Senior Officer of the Department of Environment WB, CEO KMDA, Commissioner of Police and District Magistrate. It was clearly stated in the order of this Hon'ble Tribunal that the committee constituted by this Hon'ble Tribunal shall supersede all other committees constituted under the orders of the Hon'ble High Court before the case was transferred to this Hon'ble Tribunal. Copy of the order dated 21/10/19 of this Hon'ble Tribunal is annexed herewith and marked as annexure D.

10. With regard to paragraph 3,4,5 & 6 save and except what are matters of record and/or specifically admitted by me hereinafter all other allegations are denied. I say that in the early 1920s, the Calcutta Improvement Trust (CIT), a body responsible for developmental work in the Kolkata Metropolitan area, acquired about 192 acres (0.78 km²) of marshy Jungles. Their intention was to develop the area for residential use – improving the roads, raising and levelling some of the adjacent land and building lakes and parks. Excavation work was undertaken with the plan of creating a huge lake. The excavation of the lake was led by CIT's first chairman Cecil Henry Bompas, Kolkata Municipal Corporation's chief-engineer M.R. Atkins and Prabodh Chandra Chatterjee. The lake and the park was constructed and





owned by the then Kolkata Improvement Trust and now Kolkata Metropolitan Development authority.

11. With regard to paragraph 7,8 & 9, save and except what are matters of record and/or specifically admitted by me hereinafter all other allegations are denied. I repeat that the area in question the vacant land was granted to the allottee for occupation during the day from 6 am to 6 pm with certain restrictions including the embargo not to construct any permanent or temporary structure and organise any kind of activities. The land will be used for practising sports and no permission for social parties shall be provided by KMDA. It is particularly stated in the approval letter dated 12.03.24 that any activity can only be organised by the concerned organisation after taking permission from the respondent authority, it is specified that the authority may not grant permission in view of the guidelines framed by the concerned authority and/or the Hon'ble Tribunal or any other Court.

12. I submit that I say that the answering respondent have granted permission to Calcutta Entertainment Club Foundation to use the vacant place as playground after going through the objectives of Calcutta Entertainment Club Foundation, which specifies that not only will the club practise cricket but will also support under privileged children and will provide free coaching to all the selected children including equipment, travel and other





necessary costs. Copy of the objectives of the Club is annexed herewith and marked as annexure E.

13. With regard to paragraphs 10,11, 12, 13 ,14 & 15, save and except what are matters of record and/or specifically admitted by me hereinafter all other allegations are denied. I deny that there is disruption of greenery in the lake area, rather being a custodian and owner of the water body we maintain several species of endangered plants. We have created Miyawaki forest near gate no.3 opposite to the Art gallery within Rabindra Sarobar. Some institutions are lying and situated within the premises of Rabindra Sarobar for ages and one club in particular was built by the Britishers in 1858.

14. With regard to paragraph 16,17, 18 and 19 save and except what are matters of record and/or specifically admitted by me hereinafter all other allegations are denied. I say that the answering respondent have permitted an institution to use a vacant land only as playground, the petition is devoid of any ground which points out the fact that due to the use of the vacant land as playground, environment in the lake and park will be polluted, therefore the said Application lacks in materials particulars and as such is not maintainable



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15. With regard to paragraph 13,14,15,16,17,18 and 19 I say that grounds taken by the Applicant are same and repetition of the allegations and/or the submissions contained therein which here already been dealt within various paras of this affidavit I repeat and reiterate the same and deny any thing contrary thereto and/or in consistent therewith. As per information available, the number of migratory birds visiting Rabindra Sarovar has increased considerably since 2020. These birds visit almost every part of Rabindra Sarovar but it has been observed that a major part of these birds prefer to visit a zone within Lions Safari park that is almost 500 meters from the ground. The land based migratory birds generally avoid the regions where there is disturbance due to nearby vehicular movement. Likewise, not many migratory birds have been spotted at the aforesaid ground in the past few years. I repeat that already the answering respondent have set up Miyawaki forest near gate no.3 opposite art gallery within Rabindra Sarobar. I say that the question of market value of land do no fall within the jurisdiction of this Hon'ble Tribunal

17. With regard to paragraph 20,21,22 and 23 save and except what are matters of record and/or specifically admitted by me hereinafter all other allegations are denied. I say that the landmark judgements of M.C. Mehta vs Union of India and T.N. Godavarman Thirumulpad vs



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over

Union of India & Ors is not relevant in this instant matter. I specifically state that I am not alienating any part of the park, I have only granted the respondent 5 permission to use the vacant land lying at the fringe of the park situated adjacent to main road as a playground from 6 am to 6pm. I specifically say that I have not granted any permission to change the nature or character of the vacant land. I say that professional sports coaching of under privileged children can not cause any air pollution.

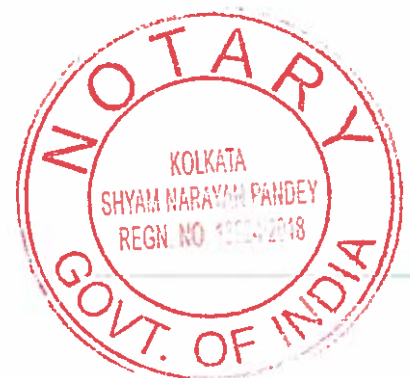
18. I submit that Order 7 rule 8 CPC reads as under:

“Where the plaintiff seeks relief in respect of several distinct claims or causes of action founded upon separate and distinct grounds, they shall be stated as far as may be separately and distinctly.”

I say that the Original Application do not contain and/or supported by any grounds therefore the relief as prayed by the Applicant in the OA cannot be granted. Order 7 rule 11 deals with the rejection of plaint, Order 7 rule 11 (a) reads as under:

“Rejection of Plaint

The plaint shall be rejected in the following cases:



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(a) where it does not disclose a cause of action;". The instant Application do not contain any grounds for the relief prayed and therefore do not entitle the Applicant to obtain any remedy from this Hon'ble Tribunal.

19. I submit that it is further denied that this application is made bonafide and for the ends of justice. I say that no case have been made out in the said Application therefore the relief claimed in the said Application may not be allowed.

VERIFICATION

I, the deponent above named do hereby verify that the contents of the above affidavit are true and correct to the best of my knowledge which are derived from the relevant office records. No part of it is false and nothing material has been concealed there from.

Verified at Kolkata on this 24th September, 2024.

Identified by me
Pavshali Banerjee
Advocate
Advocate

DEPONENT

Dipto P.C.
Executive Engineer
BPPD-I/E & AM Sector
KMDA

Solemnly Affirm & Declared
Before Me on Identification
of Ld. Advocate
Shyam Narayan Pandey
SHYAM NARAYAN PANDEY
NOTARY, GOVT. OF INDIA
REGN. NO. 13624/2018
24.09.2024

24 SEP 2024.



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Annexure - A

BEFORE THE NATIONAL GREEN TRIBUNAL
EASTERN ZONE BENCH, KOLKATA

.....
ORIGINAL APPLICATION No. 136/2016/EZ
&
M.A.1258/2016/EZ
M.A. No. 346/2017/EZ

IN THE MATTER OF:

Subhas Datta
S/o Late Baneswar Datta,
25/1, Gultendal Lane,
PO & PS, District-Howrah,
PIN : 711 101, West Bengal

..... Applicant

Versus

1. State of West Bengal,
Notice through the Principal Secretary,
Urban Development Department,
Government of West Bengal
Writers' Buildings,
Kolkata-700 001.
2. Department of Environment
Government of West Bengal
Notice through the Principal Secretary,
Department of Environment,
Poura Bhavan, 4th Floor,
FD-415/A, Sector-II,
Salt Lake City,
Kolkata-700106.
3. Chief Executive Officer,
Kolkata Improvement Trust,
P-16, India Exchange Place Extension,
Calcutta-700073.
4. Ministry of Environment, Forest & Climate Change
Represented through its Secretary,
Govt. of India,
Indira Paryavaran Bhavan, Jorbagh Road,
New Delhi-110 003.
5. Managing Director,

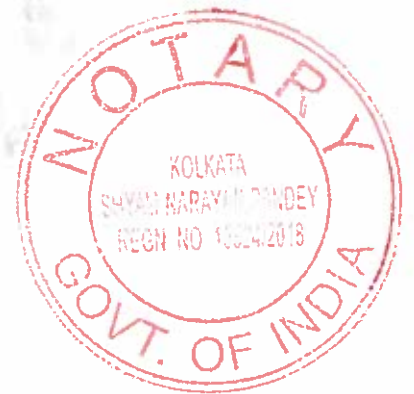


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Football Sports Development Limited,
608, I-B/2, Western Express Highway Service Road
Bandra (E), Near PF Office,
Mumbai-400051.

6. Managing Director,
Kolkata Games and Sports Pvt. Ltd.,
86 C Topsia Road,
Kolkata-700046.
West Bengal
7. West Bengal Pollution Control Board,
Notice through the Member Secretary,
Paribesh Bhawan, 10A, Block-LA,
Salt Lake city,
Kolkata-700098.
8. Bengal Rowing Club,
13/2, Baroj Road,
Rabindra Sarobar
Kolkata-700029.
9. Calcutta Rowing Club,
Kavi Bharati Sarani Road,
Rabindra Sarobar Lake,
Dhakuria,
Kolkata-700029.
10. Lake Club,
13/1, Baroj Road,
Rabindra Sarobar,
Kolkata-700 029.
11. Indian Life Saving Society (ILSS)
Sarat Bose Road,
Rabindra Sarobar (Near Nazrul Mancha)
Kolkata-700029.
12. United Mohun Bagan Football Team Pvt. Ltd.
Tent Maidan,
Kolkata-700 021.



.....Respondents

COUNSEL FOR THE APPLICANT :

In person

COUNSEL FOR RESPONDENTS:

Mr. Bikas Kargupta, Advocate, Respondents No. 1&2

~~No~~

Ms. Paushali Banerjee, Advocate, Respondents No. 3
 Mr. Gora Chand Roy Choudhury & Ms. S. Roy, Advocates, Respondent No.4
 Mr. Pratik Shanu, Advocate, Respondent No. 5
 Mrs. Arpita Chowdhury, Advocate, Respondent No. 6
 Mr. Sibojyoti Chakraborty, Advocate, Respondent No. 7
 Mr. Achinta Banerjee, Advocate, Kolkata Municipal Corporation
 Mr. Prasun Mukherjee, Siliguri Chhat Puja Seva Samiti
 Ms. Anamika Pandey, Advocate for Niraja Kumar

WITH

ORIGINAL APPLICATION NO.40(THC)/2017/EZ

IN THE MATTER OF:-

- 1.CALCUTTA CITIZEN'S INITIATIVE & ANR.
 a Society Registered under the West Bengal Societies Registration Act, 1961
 Represented through its Secretary, Ashok Purohit,
 Having its Office at 3, Ho Chi Minh Sarani,
 Kolkata-700071.
- 2.Sumita Banerjee representing LAKE LOVERS' FORUM
 An Association, having its office at 125, Rash Behari Avenue, Kolkata-700 029.

.....Applicants

-Versus-

- 1.State of West Bengal
 Through the Additional Chief Secretary,
 Department of Environment,
 Government of West Bengal,
 Having office at FD-415/A, Sector-II,
 Poura Bhawan, 4th Floor,
 Bidhannagar,
 Kolkata-700 106.
- 2.The Principal Secretary,
 Urban Development Department having office
 At HIDCO BHAVAN Premises,



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No. 35-1111, Major Arterial Road,
3rd Rotary New Town,
Kolkata -700156,

3. The Chairman,
Kolkata Improvement Trust,
Government of West Bengal,
Having its office at P-16, India Exchange Place Extension,
Kolkata-700 073.

4. The Chairman,
Kolkata Metropolitan Development Authority
Having its office at Prashasan Bhawan, Block-DD-1,
Sector-1, Bidhannagar, Salt Lake,
Kolkata-700064.

5. The Chairman,
West Bengal Pollution Control Board
Having its office at Paribesh Bhavan,
10-A, Block-LA, Sector-III,
Salt Lake City,
Kolkata-700098

6. The Commissioner of Police,
Kolkata Police Headquarters,
18, Lalbazar Street,
Kolkata-700001.

7. The Chairman,
Central Pollution Control Board
Parivesh Bhawan,
CBD-cum-Office Complex,
East Arjan nagar, New Delhi-110032.

8. The Secretary,
Ministry of Environment & Forests,
Government of India,
Paryavaran Bhavan, CGO Complex,
Lodhi Road,
New Delhi-110003.

9. The Officer-in-Charge,
Lake Police Station,
18, Gariahat Road (South)
Jodhpur Park,
Kolkata-700 068.



.....Respondents

COUNSEL FOR THE APPLICANTS
Ms. Debanjana Ray Chaudhuri, Advocate

COUNSEL FOR THE RESPONDENTS

Mr. Bikas Kargupta, Advocate for Respondents No.1,2,6&9
 Ms. Munmun Tewari, Advocate for Respondent No.3
 Mr. Sibojyoti Chakraborty, Advocate for Respondent No.5
 Mr. Surendra Kumar, Advocate for Respondent No.7
 Mr. Gora Chand Roy Choudhury, Advocate and Ms. Subarna Roy,
 Advocate for Respondent No.8

PRESENT:

Hon'ble Mr. Justice S.P.Wangdi, Judicial Member
Hon'ble Prof. (Dr.) P. C. Mishra, Expert Member

Reserved on: 12.10.2017
 Date of Judgement: .11.2017

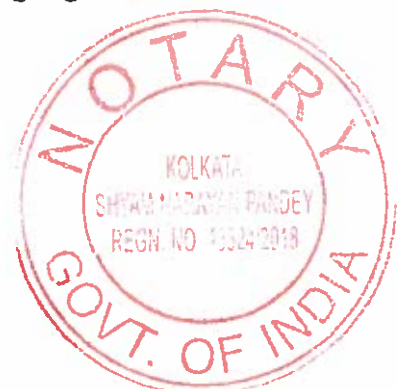
1. Whether the Judgment is allowed to be published on the net? Yes
2. Whether the Judgment is allowed to be published in the NGT Reporter? Yes

JUDGEMENT**PROF. (DR.) P.C. MISHRA, EM**

Both the applications were taken together as the issues raised are identical in nature.

O.A. 136/2015/EZ

1. This application was preferred by Mr. Subhas Datta, a social and environmental activist, being concerned by the potential threat to the environment of the Rabindra Sarobar Lake and its surrounding due to football matches held during night time and



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other social activities including activities of the clubs located in the premises of Rabindra Sarobar Lake. .

2. It is the case of the Applicant that Rabindra Sarobar Lake is a unique waterbody and one of its kind located in the city of Kolkata and is a home to several varieties of fish. The lake is also visited by different migratory birds during the winter season when they nest and breed. Considering its ecology and rich biodiversity, the lake has since been included in the National Conservation Programme (NSP) and National Lake Conservation Plans(NSCP) of Ministry of Environment, Forest and Climate Change.

3. The Applicant raised serious questions on the likely impact of the Indian Super League (ISL), the football tournament, being held during night time at Rabindra Sarobar Stadium, Kolkata, located in close proximity to the Sarboar lake, on the environment, biodiversity of Lake area, air and noise pollution etc. Being prima facie satisfied on the likely adverse impact of the ISL matches to be held during night time on the Lake environment, we directed constitution of a five-member Expert Committee consisting of the following eminent Scientists and Engineers to examine the impact of such tournaments on the lake environment based on a prescribed TOR:-



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(i) Dr. A.K.Sanyal, Chairman, West Bengal State Bio-Diversity Board, Kolkata, who shall head the committee as its Chairman.

- i) A Professor of Engineering from IIT, Kharagpur or such other experts from the IIT, who has the requisite knowledge on the subject to be nominated by the Director, IIT, Kharagpur.
- Member
- ii) Sr. Scientist/Sr. Environmental Engineer, CPCB, to be nominated by the Regional Head of the Board .
Member
- iii) Sr. Scientist/Sr. Environmental Engineer, State PCB, to be nominated by the Head of the State Board.
- Member
- iv) Sr. Scientist from NEERI, Regional Office, Kolkata to be nominated by the Regional Head of the Institute. - Member

4. The Committee was directed to examine the likely Impact on the following terms of reference after visiting the spot and interacting with the organizers, applicant and other interested citizens:-

- A. Probable Impact of the activities in the Rabindra Sarobar stadium during the nights connected with the ISL matches with specific reference to the following :-
 - i) Physical environments (air, water and land);
 - ii) On bio-diversity of the lake environment;
 - iii) On the migratory birds visiting the area and nesting of the Arian creatures;
- B. Preventive measures, if any, that can significantly reduce the impact if the activities are allowed to be undertaken -Suggestions.
- C. Whether the activities like ISL matches should be allowed during night time in the Rabindra Sarobar Stadium considering its location."

5. The Expert Committee submitted its report on 26.09.2016. The committee in its report agreed with the applicant that the events such as ISL matches should be subject to regulations framed after conducting a detailed study on Environment Impact Assessment in the lake area and after ensuring that adequate preventive measures are put in place. The report of the Expert Committee including their observations on air, water and land environment of the lake including the residence and migratory birds, suggested preventive measures and general recommendation have been placed on record in our order dated 10.11.2016. However, at the cost of repetition, we reproduce the suggestions on preventive measures as

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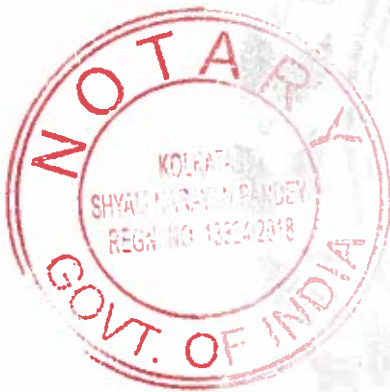
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well as General recommendations which read as such:-

" Suggestions on preventive measures :

The committee recommends the following measures to be complied with by the organiser(s):

1. The organiser will ensure that no provisions of environmental laws (Air, Water, Noise Pollution as well as Hazardous, Solid and Plastic Waste Management Rules 2016) are violated during the entire event.
2. To ensure that load of pollution is not so much as to affect the biodiversity.
3. No garbage is dumped in the sarovar. Proper collection and disposal system of garbage in the stadium to be maintained.
4. Proper system for solid waste collection, transport and disposal in the stadium to be maintained.
5. To ensure no waste including plastic is dumped in the Rabindra Sarovar Lake and surrounding area.
6. All building materials should be removed from the stadium site to prevent air pollution due to building materials becoming air borne.
7. Modern technology to be used to minimise spillage of light outside the stadium. The committee recommends that the organiser should fix black colour screens around the upper tier of the gallery at a height of above 10 meters to prevent spillage of light on the surrounding trees and towards the sarovar.
8. The sound system/PA system should only be used for announcement purpose within the Rabindra Sarovar stadium complex and the noise level of the sound system should be maintained as per the ambient standard. No loudspeakers should be installed outside the stadium.
9. Disk Jockey (DJ) and fire cracker should not be used during the match days.
10. No body would be allowed to use burning Mosal.
11. Green (silent) Diesel Generator (DG) Set(s) complying with the prevailing regulations of Ministry of Environment & Forests (MOEF), Govt. of India should only used.
12. The pathways for exist and entrance of the viewers would be barricaded on both sides, so that the people cannot enter the park and sarovar areas and damage the environment.
13. To check the automobile pollution only the cars of the VIPs, Police, Organisers and others of special importance, will be parked in the parking



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Zone. All others will not be allowed to park within 500 meters around the sarovar.

14. Environment friendly arrangements for collection and disposal of plastic materials, solid and liquid wastes and other wastes are to be made.

15. Water sprinkling need to be done for settling of dust particles”.

The Committee also recommended that the Tribunal may consider allowing ISL matches to be held during night time in the Rabindra Sarobar Stadium with strict adherence to the rules and suggestions made in the report.

6. Considering the report of the Expert Committee we permitted the organisers to conduct ISL matches during 2016 with strict adherence to the suggestions and general recommendations of the Committee. In our order dated 28.09.2016 additional restrictions were imposed on use of floodlights, parking of vehicles, buses or taxis, use of audio system etc. In order to ensure such compliance, we directed various authorities including Commissioner of Police, Kolkata to oversee the event and ensure strict compliance of the measures suggested by the Expert Committee.

7. The Respondent No.6 filed M.A. No. 1266/2016/EZ seeking modification of our order dated 28.09.2016 by granting certain relaxation to play special music before, during and after the match during conduct of semi final match. After hearing the Learned Counsel for the parties and the Applicant, we allow the prayer on the following conditions:-

"i) Special music shall be played for 30 minutes before the match and for 10 minutes each during the interval and at the end of the match as prayed for.

ii) The sound decibel shall be restricted to the permissible limit.

iii) State PCB shall furnish the permissible sound limit to the respondent No. 6 by to-morrow i.e. 8.12.2016.





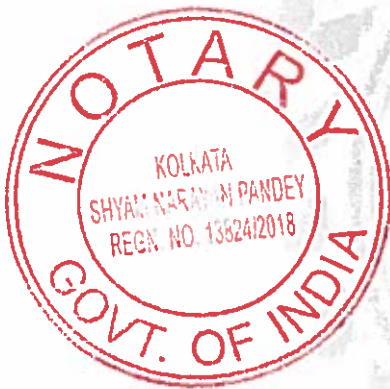
iv) The organisers of the match shall ensure that 'sound limiter', a device to control the limit of sound, is installed in the PA systems. If such device is not available in the market, endeavour shall be made to ensure that the limit prescribed by the State PCB is maintained.

v) It shall be the responsibility of the State PCB to ensure that these directions are complied with".

8. Similar relief as described above and in paragraph 6, was granted to United Mohun Bagan Football Team Pvt. Ltd., the Respondent No.12 permitting them to conduct the football matches on the following conditions:-

"

- i) Only I League matches shall be permitted to be held in the Rabindra Sarobar Lake Stadium during nights.
- ii) The undertaking given by Mr. Jishnu Saha, Ld. Sr. Counsel on behalf of the applicant in the MA shall be strictly followed.
- iii) KIT and the Kolkata Police shall ensure strict compliance of the terms and conditions set out in our order dated 28.9.2016.
- iv) Henceforth no events like the present one or that of ISL nor any other mega events like cricket and football matches shall be permitted to be held in the Stadium at nights until final order is passed in the OA."



9. The Applicant, Mr. Datta, had also filed another Application, O.A. No. 136/2015/EZ raising environmental issues of North Bengal including the precarious conditions of river Mahananda due to illegal encroachments by people and even by Govt. respondents providing temporary roads over the river during Chhatpuja. Before Chhatpuja festival of 2016, the Applicant drew our attention to various photographs of Mahananda river flowing through Siliguri town in North Bengal to illustrate the enormity of pollution caused by flowers and other puja wastes thrown to the river after Chhatpuja as well as construction of temporary bamboo bridge across the river thereby causing the river to almost change its course. On a perusal of

the various photographs and the facts referred to by Mr. Datta, we found that the issue is of grave concern requiring urgent attention of the authority. Mr. Datta had also brought to our attention to the guidelines, more particularly clause 3 issued by the West Bengal Pollution Control Board vide Memo No. 242/4K-01/2015 dated 03.09.2015, which reads as under:-

"3. Worship material like flowers, vastras (clothes), decorating material (made of paper and plastic) etc. should be removed before immersion of idols. Biodegradable materials should be collected separately for recycling or composting. Non-biodegradable materials should be collected separately for disposal in sanitary landfills. Clothes may be sent to local orphan house(s)"

Considering the facts and circumstances stated above we issued some directions for organising Chhat Puja in river Mahananda at Siliguri causing negligible/no damage in river ecosystem.

10. Mr. Datta also pointed out that the Rabindra Sarobar Lake at Kolkata, a water body under the National Lake Conservation Scheme, is also threatened due to throwing huge quantities of puja waste materials including plastic bags for which we directed the Kolkata Improvement Trust, the custodian of the lake not to permit the Chhat Puja at any place in the Rabindra Sarobar lake and its surrounding. However, Ms. Paushali Banerjee, Ld. Counsel for Kolkata Improvement Trust (KIT) on mentioning on 3rd November 2016, expressed grave urgency to hear her case as Chhat Puja, which has been prohibited by our order to be held in Rabindra Sarobar Lake, was at the very threshold and preparation for organising such event had already reached an advance stage. Secondly, the change in



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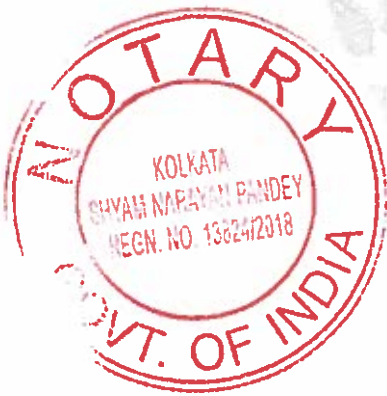
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venue at short notice would be impractical causing administrative difficulties and problems of law and orders.

11. One M.A. 1214/2016/EZ was filed on behalf of the Kolkata Municipal Corporation with the principal prayer of permitting the Chhat Puja festival in Rabindra Sarobar Lake in 2016 outlining certain measures taken by them for prevention of pollution of the water body. After considering the entire matter carefully and upon hearing the Ld. Advocates we deemed it expedient to modify our order dated 1.11.2016 as follows:-

“Order of complete prohibition of performing Chhat Puja and rituals connected therewith in the Rabindra Sarobar lake stands withdrawn allowing the Puja to be performed for this year on the following terms and conditions :-

- i) Since the rituals of Chhat Puja to be performed require access to water, we direct that Ghat like arrangement be made on the bank of the Lake to make it convenient for the devotees.
- ii) The place for performing Puja shall be at a designated area sufficient for accommodating the devotees who shall not be permitted to go beyond such area.
- iii) Within such designated area, barricades shall be erected either by split bamboo or by providing netting not more than 3 ft. in the lake from its bank.
- iv) All rituals and offerings shall be restricted to this 3 ft area and offerings shall not be permitted to be thrown into the lake beyond the barricade.
- v) Carrying of plastic bags/carry bags shall be strictly prohibited.
- vi) Bursting of crackers of any kind and use of public address system by the devotees shall not be permitted.
- vii) The concerned authorities of KMC and KIT may use Public Address system the sound of which shall be maintained within permissible decibel limits. This is being permitted considering the necessity of the authorities in making announcements of the necessity of the devotees to adhere to the stipulations and also to meet emergency situations.
- viii) The KIT and KMC shall provide sufficient number of bio-toilets to cater to the need of the devotees to avoid open defecation and urination on the lake side and the park.



- ix) The ceremony from its commencement to its culmination shall be supervised and monitored by the KMC and KIT in coordination with each other.
- x) The entire function from its beginning on the first day to its end on the last shall be video-graphed.
- xi) The PCB shall monitor the water quality and ambient air quality before, during and after the Chhat Puja. A compliance report be filed on or before 29.11.2016.
- xii) We make it clear that it shall be the responsibility of the KMC and KIT to remove all Puja materials thrown into the water body within the barricades at the designated place twice a day.
- xiii) It is needless to state that KMC and KIT shall work in coordination with each other to ensure smooth administration and implementation of various works relating to Chhat Puja at the Rabindra Sarobar lake.
- xiv) Compliance reports shall be filed by them on or before 29.11.2016.
- xv) Commissioner of Kolkata Police shall coordinate with the KMC and KIT and ensure compliance of our directions and for maintenance of law and order.

It is also needless to state that for smooth implementation of regulations and rules or orders, public awareness is an unavoidable necessity. For this reason, certain funds are earmarked for publicity. In such view of the matter, since the entire responsibility of holding Chhat Puja rests on the Kolkata Municipal Corporation and the State, we would direct the KMC to take up aggressive public awareness programme with regard to above directions. This may be by distribution of pamphlets, making announcements through various FM radio channels, All India Radio, TV channels and by issuing instructions to the concerned ward commissioners, etc.

The KIT, on its part, shall also take up the responsibility of publicity separately from the first day of the Puja for ensuring strict compliance of the above directions."

12. In our order dated 28.09.2016 we had inter-alia expressed that whether or not events such as ISL matches should be allowed in the Rabindra Sarobar Stadium in future would be finally decided after we receive further inputs after a detailed EIA studies of the Lake Environment. Accordingly, we decided to hold a consultative meeting among the



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stakeholders to decide on constitution of an Expert Committee to undertake EIA studies and areas to be covered for such study.

The Consultative Meeting held on 12.1.2017 was attended by the following members where a draft proposal prepared by us was circulated and contents were deliberated:-

1. Chairman, WBPCB
2. Chairman, State Bio-diversity Board, West Bengal
3. Director, Zoological Survey of India, Kolkata
4. Director, Botanical Survey of India, Kolkata
5. Head of the Regional Office of CPCB, Kolkata
6. Head of the Regional Office of NEERI, Kolkata
7. Secretary, Kolkata Improvement Trust
8. Mr. Subhas Datta, Applicant

Second round of the consultative meeting was held on 25.01.2017

which deals with constitution of committee and area of study which is as under:-

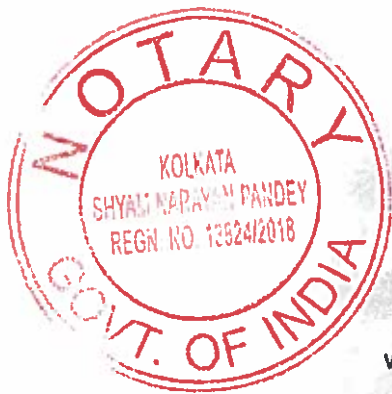
" In view of the above, Expert Committee is constituted with the following members with Dr. A.K.Sanyal, Chairman, West Bengal State Bio-Diversity Board as Chairman of the Expert Committee and Mr. Ashoke Kr. Das, Secretary, KIT as its convenor :

1. Dr. A.K.Sanyal, Chairman, West Bengal State Bio-Diversity Board-
Chairman of the Committee
2. Dr. Ujjal Kumar Mukhopadhyay, Chief Scientist, WBPCB.
3. Dr. Anirban Roy, Research Officer, West Bengal State Bio-Diversity Board.
4. Mr. Rajib Gogoi, Scientist 'D', BSI
5. Dr. Rita Saha, Scientist 'D', CPCB, Kolkata
6. Dr. Deepanjan Majumdar, Sr. Scientist, National Environment Engineering Research Institute (NEERI).
7. Dr. S.I.Kazmi, Scientist, ZSI, Kolkata
8. Mr. Ashoke Kumar Das, Secretary, KIT-Convenor

We leave it open for the Expert committee to co-opt any other member or members from the institutions from where the experts have been nominated who, in their opinion, would render assistance in undertaking the work.

A. The area of studies have been set out as under :

1. Listing of plant and animal species from the aquatic body (both from primary and secondary sources).
2. List of plant (tree, shrub and herbs) and animal species from the land (both from primary and secondary sources).



3. Listing of migratory birds and animals (both from primary and secondary sources).
4. Classification of existing animals and plants according to "schedule" under Wild Life Protection act, 1972,
5. Ambient Air Quality monitoring including noise level.
6. Water quality based on CPCB classification of "designated best use".
7. Nutrients (Phosphate, Nitrate) and heavy metals (Hg, As, Cd, Pb) quantity in the water.
8. Lake sediment characteristics including nutrient (phosphate, nitrate) lead and heavy metals (Hg, As, Cd, Pb) quality.
9. Trophic status of the Lake (to find out whether the lake is in Oligotrophic, Mesotrophic or Eutrophic stage based on qualitative (colour, presence of hydrophytes) and quantitative (oxygen profile, algal diversity and dominance) studies.
10. Methodology for collection of samples (minimum No. of samples and sampling locations) and analysis will be as per recommended standards to be decided by the Committee.

B. Impact Assessment :

Probable Impact on anthropogenic activities undertaken in Rabindra Sarobar Lake and stadium, particularly due to organisation of mega events like cricket and football matches with bursting of fire crackers and emission of high intensity noise, night lighting, organising chhat Puja and picnic parties, activities of various clubs existing in the premises, movement of large number of vehicles in the park area etc. on ecology, biodiversity and pollution of the lake environment.

It has also been decided that while the studies in items No. 1 to 4 under A above shall be carried out by the ZSI, BSI and West Bengal State Bio-diversity Board, studies in items No. 5 to 9 under A shall be conducted by the expert members of the Committee belonging to NEERI, CPCB and the State PCB.

It is open to the Committee to undertake any other related studies as they may deem it necessary, fit and proper.

It has been agreed that the studies shall be completed within two months at the end of which the Committee shall prepare the EIA report containing quantitative and qualitative data including figures, photographs, references etc. within 15 days thereafter. The respective institutions shall provide the scientific, manpower and library support to the Committee and KIT shall coordinate the activities and provide other logistic support and prepare adequate copies of the report for submission before the Tribunal within 15 days of the preparation of the report by the Committee".

13. In the meanwhile, an Application, Calcutta Citizen's Initiative and Anr. Vs. State of West Bengal & Ors. , was transferred from Hon'ble Calcutta High Court to the NGT, registered as O.A. No. 40(THC)/2017/EZ. It is alleged in this application that there is a proposal to construct a temple within the Rabindra Sarobar Lake area by Kolkata Metropolitan



Development Authority. Although this was strongly denied by Ms. Paushali Banerjee, Ld. Counsel for KMDA on instruction, we prohibited the construction of any such temple in Rabindra Sarobar Lake area nor any extension of the existing religious or other institutions. Subsequently both the OAs, O.A. 136/2016/EZ and O.A. No. 40(THC)/2017/EZ was heard together as issues common to both the OAs are involved.

14. On 13th October 2017, Mr. Subhas Datta sought for an appropriate direction on organisation of Chhat Puja in the Rabindra Sarobar Lake as it is at the threshold. It was mentioned by him that the Expert Committee recommended not to organise Chhat Puja in Rabindra Sarobar lake or such other activities in view of the adverse impact on lake environment.

15. On 16th October, 2017, Mr. Feroze Edulazi, Ld. Advocate appearing with Mr. Ashok Prasad on behalf of Bihar Nagarik Sangh filed M.A. No. 330/2017/EZ with a prayer to permit the petitioners to perform "Chhat Puja" rituals in the Rabindra Sarobar Lake in terms of the guidelines issued vide order dated 3.11.2016 in O.A.136/2015/EZ. The report of the Expert Committee on the effect of 'Chhat Puja' festival and picnic being held in the lake premises is disparaging and there is clear cut recommendation not to hold such events in the lake premises. However, Mr. Feroze Edulazi, Ld. Counsel for the M.A. applicant would submit that people ought to be sensitized first and then only imposition of restriction should follow. It is undisputed that people at large were aware of our order passed last year as those are in public domain where we made it clear that further holding of festival and rituals would not be permitted in the lake and its premises.



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16. Considering the fact that the 'Chhat Puja' of the year is being held after 10 days, i.e., on 26th & 27th October, 2017 in the Interest of Justice, we deemed it appropriate to allow the festival and rituals to be held this year on 26th evening & 27th morning as a last chance subject to the conditions imposed vide order dated 03.11.2016 in O.A. 136/2015/EZ as undertaken by Mr. Feroze Edulazi, Ld. Counsel for the Applicant in the M.A.. They were further directed to restore the conditions of the water body as it was before commencement of the festival and not to carry flowers, fire crackers, music and PA system into lake premises and not to indulge in any activity or activities which are not essentially part of the rituals.

17. On 14/11/2017 PCB, KMDA and KMC filed their respective reports of compliance. Although none of these respondents have mentioned any infraction/non-compliance of our order, we are not happy with the way the Chhat Puja was organized in Rabindra Sarobar Lake. We have also read various newspaper where non-compliance of the conditions prescribed by us including throwing of flowers & plastics to the Lake, playing of DJs and bursting of crackers in the Rabindra Sarobar Lake during Chhat Puja events were reported.

We have also perused the affidavits filed by the Respondents No. 9&10, i.e., Calcutta Rowing Club and Lake Club Ltd. respectively with some suggestions on the report of the Expert Committee. We have also taken note of the affidavit filed by The Bengal Rowing Club, Respondent No. 8 in response to M.A. No. 1258/2016/EZ.



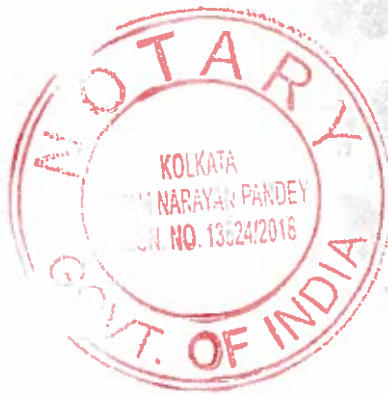
18. Coming to the report of the Expert Committee, we have scrupulously examined the report and in our considered opinion it is a very good research based report covering all the areas prescribed therefor and will serve as an excellent document for educational and research institutions. We have thus no hesitation in accepting the entire report and the recommendations contained therein, which shall form part of our order as annexure.

Considering the entire facts and circumstances adverted to above, we deem it appropriate to issue the following directions:-

- (i) The KMDA, which is the custodian of the Rabindra Sarobar Lake shall prepare a DPR for implementation of the recommendations under "Flora and Fauna, water quality of the Sarovar (Lake) and Lake sediments & sub surface soil" in consultation with experts from Botanical Survey of India, Zoological Survey of India, the State Biodiversity Board and Water Resource Department, Govt. of West Bengal. The DPR that would include the cost estimates of the project and a time line for implementation of the Recommendation shall be filed in the Registry within six months from hence but not later than the first week of May 2018.
- (ii) While night time matches/tournaments shall be strictly prohibited in the Rabindra Sarobar Stadium, day time activities may be permitted but without bursting of fire crackers and with regulated sound intensity and regulated traffic.



- (iii) Performance of any Puja, community picnic or organisation of other social events in and around the Rabindra Sarobar Lake shall be strictly prohibited.
- (iv) There shall be no new construction or extension of existing building without the leave of the Tribunal. However, repair and renovation under the supervision of KMDA shall be permissible including reconstruction of existing boundary walls of the Lake Club Ltd. that have collapsed but without creating opening on the Lake side.
- (v) The KMDA shall introduce nominal fee for entry to the Lake with provision of free entry pass to the morning and evening walkers. This entry pass shall carry the photograph, age and address of the person. This shall be decided within two months, i.e., 4th January, 2018.
- (vi) The KMDA shall frame guidelines for operation of the clubs located in the area in question considering the recommendations of the Expert Committee and periodically monitor the activities of the clubs to ensure compliance. The KMDA shall ensure that the clubs do not have direct access to the lake area from its premises and are separated by walls, if not already existing, with entries away from the Lake side.
- (vii) For implementation of the other recommendations, a detailed phase-wise Action Plan with time line shall be prepared by



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KMDA. The Action Plan shall be filed in the Registry within two months, i.e., 4th January, 2018.

(viii) We also direct the West Bengal State Pollution Control Board, to constitute an Editorial Committee consisting of at least three experts for editing the EIA report submitted by the Expert Committee. Dr. Kalyan Rudra, Chairman, West Bengal Pollution Control Board, who shall be an additional member as the Chief Editor. After it is edited, the EIA Report shall be published in a book form by the State Pollution Control Board and incorporate therein acknowledgement of the contribution of the expert members who have prepared the report. A reasonable price may be fixed for the book to recover the cost of the publication and also to make it affordable for the students, research workers and other interested persons and for libraries of educational and research institutions.



With the above observations and directions the O.A. No. 136/2016/EZ and all connected M.As stand disposed off.

O.A. 40(THC)/2017/EZ

Since issues raised in this O.A. are identical to the ones in O.A. No. 136/2016/EZ, the order passed in O.A. No. 136/2016/EZ shall be applicable in full force in this O.A. also.

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Both the O.As stand disposed off.

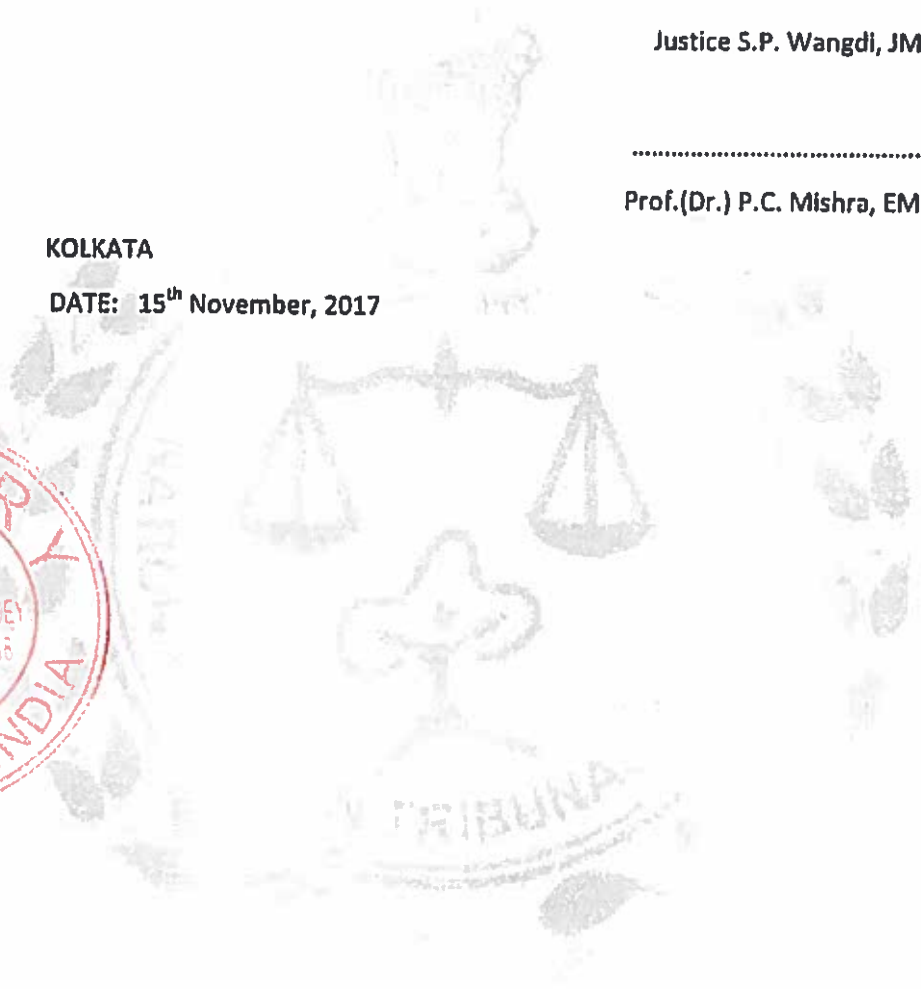
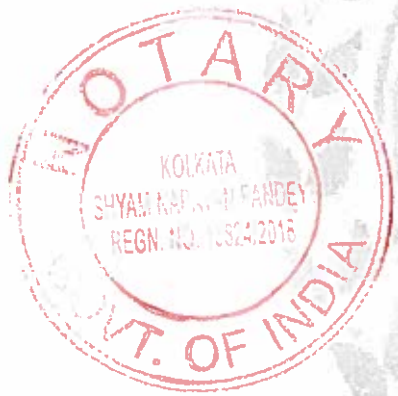
No order as to costs.

.....
Justice S.P. Wangdi, JM

.....
Prof.(Dr.) P.C. Mishra, EM

KOLKATA

DATE: 15th November, 2017





OFFICE OF THE ESTATES MANAGER
E&AM SECTOR, KMDA.
1ST FLOOR, UNNAYAN BHAVAN,
SALT LAKE, KOLKAAT-700091.

Kolkata
Metropolitan
Development
Authority

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Memo No. 342/1/EM/LXXIV/KMDA-14A/2023-24

Date: - 12.03.2024

To,
The Director,
Calcutta Entertainment Club Foundation,
60/116, Haripada Dutta Lane, Near Old Better High School,
Calcutta-700033.

Annexure - B.

Sub:- Allotment of KMDA land on rental basis measuring an area 98 (Ninety Eight) Kathas approx. to Calcutta Entertainment Club Foundation at Rabindra Sarobar on "as is where is" basis. Reference (A) i. Your letter CECF/KMC/01/23 dtd. 07.07.2023 & ii. Your Letter no. Nil dtd 07.01.2024.
(B) Approval of Hon'ble Chairman, KMDA dtd. 12.03.2024.

Sir,

I am directed to inform you that, your prayer for allotment of land for cricket training at Rabindra Sarobar has been considered and duly approved by the Competent Authority of KMDA. Rental charge on monthly basis for allotment of land measuring about 101m X 65m i.e. 98 (ninety eight) Kathas is evaluated to Rs. 8311/- (Rupees Eight Thousand Three Hundred Eleven Only) including GST. This monthly rental charge is effective from 15.03.2024 and will remain valid upto 31.12.2027. The next revision of rent will be made on 01.01.2028 with escalation of 10% as desired by the Competent Authority of KMDA.

In case of preparation/creation cricket pitch you have to pay additional Rs. 3,000/- (Rupees Three Thousand only) per pitch per year.

Possession of ground will be handed over on 15.03.2024.

Rent agreement will be executed for a period of 10 years i.e. upto 31.12.2032 and further renewal will be as per decision of the Authority.

Other terms & conditions:-

1. KMDA allotted land should be used by the agency as per measurement drawing. On physical verification if it is found that the actual measurement differs from our aforesaid record then the rental amount will be adjusted in the next bill.
2. The ground is to be under occupation of the allottee during the day between 6am to 6pm.
3. KMDA reserves the right to cancel or terminate the rental agreement without assigning any reasons thereof at any point of time.
4. No temporary or permanent structures are to be constructed on the allotted land.
5. Allottee should take permission from KMDA before organizing any type of activities beyond their routine activities. KMDA may or may not grant the permission in view of the guidelines as framed by the Hon'ble NGT/ or any other Hon'ble Court or Authority.
6. All activities to be taken up pertaining to the prevailing rules and regulations within Rabindra Sarobar premises.

In this connection, you are requested to pay a rent of Rs. 78,955/- (Rupees Seventy Eight Thousand Nine Hundred Fifty Five only) including applicable 18% GST i.e. (Rs. 8311/- X 9.5 months) for the year 2024 within 15 days after receiving this letter, through NEFT/RTGS in the following bank account of KMDA and intimate this office:-

Bank details :-

Account Holder :- KMDA A/c ESTATES SCHEMES.

Bank Name : HDFC Bank Ltd.

A/C No. : 50100523623571

Branch : Sector-II, Salt Lake.

IFSC :- HDFC0000277.



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In case of delay payment @6.25% interest per annum will be charged over the demand amount.

The rental agreement will be executed between KMDA and Calcutta Entertainment Club Foundation only after receiving the payment of yearly rent.

You are requested to pay the next yearly rent within 15 days of January, 2025.

sd/p

Estates Manager,
E&AM Sector, KMDA

Memo No. 342/1/1(9)/EM/LXXIV/KMDA-14A/2023-24
Copy forwarded for information to:-

Date: - 12.03.2024

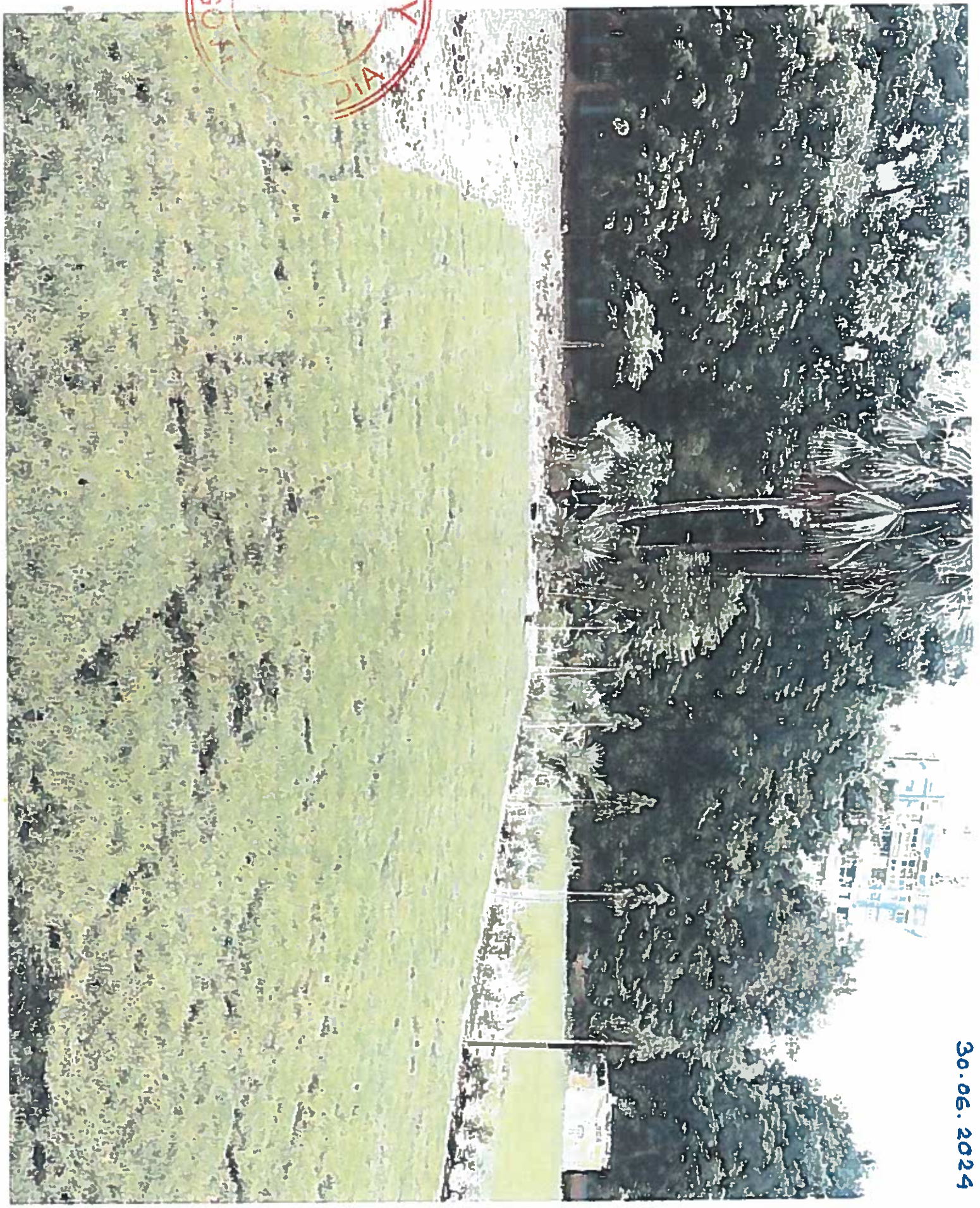
1. The CEO, KMDA.
2. The Secretary, KMDA.
3. The Special Secretary, KMDA.
4. The OSD to the Hon'ble Chairman, KMDA.
5. The Advisor, KMDA.
6. The Chief Engineer, E&AM Sector, KMDA.
7. The Sr. Law Officer, KMDA.
8. The Deputy Secretary, KMDA (KIT Wing)
9. The Superintending Engineer, CRS Circle, E&AM Sector, KMDA.

sd/p
12/03/2024

sd/p
12-3-2024
Estates Manager
E&AM Sector, KMDA
Kolkata Metro Rail Development
Authority



70--~~8~~- Annexe - 'e'



30.06.2024

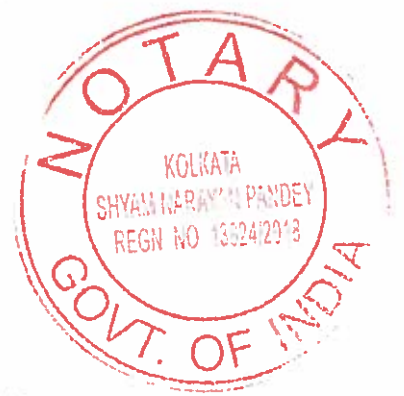
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ROTARY
KOLKATA
SHYAM SUKUMAR PARDEY
REGN. NO. 13824/2018
GOVT. OF INDIA

20.03.2024

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30.06.2024

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NOTARY
KOLKATA
SHYAM NARAYAN PANDEY
REGN. NO. 13324/2018
GOVT. OF INDIA

30.06.2024

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Annexure - D

Upon Mentioning

**BEFORE THE NATIONAL GREEN TRIBUNAL
PRINCIPAL BENCH, NEW DELHI
(Through Video Conferencing)**

Miscellaneous Application No.09/2019 (EZ)

IN

Original Application No. 136/2016 (EZ)

Kolkata Municipal Development Authority

Applicant(s)

Versus

SubhasDutta&Ors.

Respondent(s)

Date of hearing: 21.10.2019

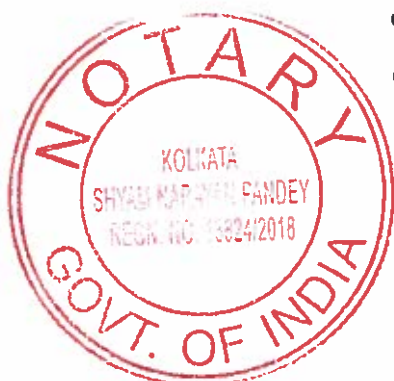
**CORAM: HON'BLE MR. JUSTICE S. P. WANGDI, JUDICIAL MEMBER
HON'BLE DR. SATYAWAN SINGH GARBYAL, EXPERT MEMBER**

For Appellant (s): Ms. Paushali Banerjee, Advocate

For Respondent(s): None

ORDER

1. This matter has been taken up on being mentioned by Ms. Paushali Banerjee, learned counsel for the Kolkata Municipal Development Authority (KMDA). Notice stands dispensed with as the matter has already been considered earlier.
2. By this application clarification has been sought for on behalf of the KMDA as regards directions on the Monitoring Committee to oversee compliance of the directions of the

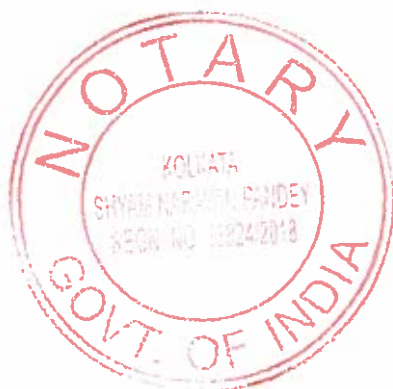


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Tribunal and statutory provisions in relation to the RabindraSaroobarLake.

3. In M.A. No. 65/2019, we had constituted a Committee for the specific purpose of going into the question of violation of the order dated 15.11.2017. *Vide* order dated 09.04.2019 the Committee was to be headed by the Chief Secretary, Government of West Bengal with members comprising of Senior Officer from the Department of Environment, West Bengal, CEO, KMDA, Commissioner of Police and District Magistrate as members.

4. It is clarified that this Committee shall also act as the Monitoring Committee for overseeing compliance of the direction of the Tribunal and the provisions of the relevant statutory provisions in respect of the RabindraSaroobarLake. This order shall be in furtherance of the original order dated 15.11.2017 passed in O.A. No. 136/2016 (EZ). It is made clear that this Committee shall supersede all other Committees including the Committee constituted under the orders of the High Court before the case was transferred to the Tribunal. This, of course, shall not affect the expert body constituted in the judgment dated 15.11.2017.



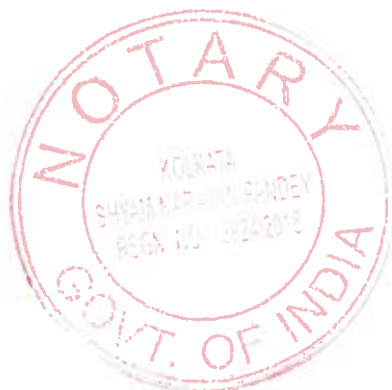
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5. Copy of this order shall be transmitted to the Chief Secretary, Government of West Bengal and other Members of the Committee referred to above.
6. M.A. No. 09/2019 (EZ) stands disposed off.

S.P. Wangdi, JM

Dr.Satyawan Singh Garbyal, EM

21stOctober, 2019
M.A. No. 09/2019 (EZ)
avt



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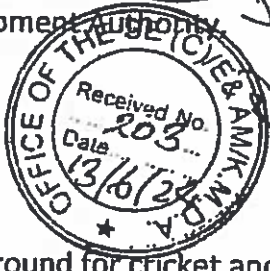
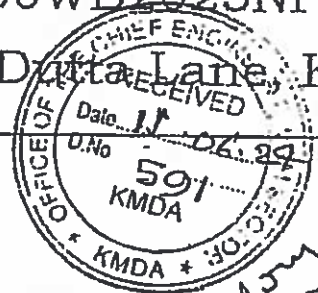
Annexure - 'E'

CALCUTTA ENTERTAINMENT CLUB FOUNDATION

CIN: U88900WB2023NPL263022

60/116, Haripada Dey Lane, Kolkata - 700033

5
See - 11/06/24



Very urgent
Since we have our own ground
at Gitanjali
12-07

To,
The Secretary,
Kolkata Metropolitan Development Authority,
Unnayan Bhavan,
Salt Lake, Kolkata - 700091.

Date: 10.06.2024

SECY
Take note
accounting
[Signature]

Sub: building a professional ground for cricket and football coaching for the underprivileged.

Ref: Your letter having reference Memo No. 343/1/EM/LXXIV/KMDA-14A/2023-24.

Respected Madam,

We are a non-profit organisation dedicated to preserving and enhancing the sporting culture of Kolkata. As members of the entertainment industry, we have received immense love and support from the people of this state. It is our heartfelt belief that it is now our turn to give back to the community that has embraced us so warmly.

With the support of our peers in the industry, we have formed this organisation to promote sports and create opportunities for underprivileged children. Our goal is to develop a premier sporting facility that will serve as a nurturing ground for future athletes. To further this cause our vision to achieve the same are as follows:

1. Our primary objective is to lease this ground and transform it into a state-of-the-art sporting facility. We aim to promote cricket and football among children from underprivileged backgrounds. By providing professional coaching and necessary resources, we will help these young athletes develop their skills and pursue their dreams. Members of our industry will actively participate in this initiative, offering mentorship and support.
2. Regular talent hunt camps will be organised in various districts to identify promising players. Our esteemed panel of coaches and spotters will ensure that

U.O No. 406/W-156/E&AM/KMDA
Date: 13/6/24

EE/BPPD-1
WA Pt. [Signature] 14/6/24

U.O. No 119 /SE(C) / E&AM / KMDA
Date: 14/6/24



- 40 = 45 -

CALCUTTA ENTERTAINMENT CLUB FOUNDATION

CIN: U88900WB2023NPL263022

60/116, Haripada Dutta Lane, Kolkata - 700033

deserving children receive free training and guidance. Initially, we will support up to 20 children per year and gradually increase this number as we expand.

3. Our mission includes identifying talented children from underprivileged background and offering them training under specialised coaches. Our team will conduct talent camps across the state to scout for potential athletes and sportsman. Selected children will then receive comprehensive support and training at our facility from professional coaches and mentors.

4. Beyond training, we will help these children secure placements in top professional clubs in the city and state, providing them with pathways to a greater careers in sports.

5. All selected children will receive free coaching to enhance their sporting abilities. The foundation will cover all expenses related to their training, including equipment, travel, and any other necessary costs. All the expenses will be provided by the foundation from its own resources and member contributions.

6. We as an organisation believe that women hold an important position in our society and promoting the sporting culture amongst them will be another initiative that we intend to embark. Our selected kids will include a certain percentage of young women enthusiasts who would like to take either football or cricket as a sporting career.

7. We will make arrangements for four cricket pitches and a mini football ground along with year-round practice facilities, ensuring continuous training opportunities.

8. We intend to first clear the ground of all the garbage and rubbish that has accumulated due to human dumping of the same.

9. Thereafter we shall clear the ground of all unwanted "Junglee" grass and undergrowth. Post this we intend to bring in high quality soil to be laid on the ground and even out the ground throughout the said premises without cutting down a single tree or changing the nature of the greenery.

10. After this process we will lay imported high quality grass throughout the ground and we shall engage professional grounds-man to make this ground lush green for the sporting activities mentioned above.

11. We also intend to hire round the clock grounds-man who will maintain the ground throughout the year and watering, pruning and planting fresh grass will be one



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CALCUTTA ENTERTAINMENT CLUB FOUNDATION

CIN: U88900WB2023NPL263022

60/116, Haripada Dutta Lane, Kolkata - 700033

of the many tasks that will be ensured to maintain the high quality of greenery in the surrounding area.

12. Apart from the above we also intend to beautify the area by planting new trees on the periphery of the entire ground with the necessary permissions of the KMDA and other authorities and custodians of the lake premises.

13. Our entertainment fraternity is an integral part of our endeavour and without their support such a mammoth task will be incomplete. Hence encouraging our members to take up sports and keep themselves mentally and physically fit from our busy schedule in life is another objective of our organisation.

Madam, we are committed to maintaining the ecological balance of the area and enhancing its beauty for the benefit of all. With the support of KMDA and the local people, we believe we can create a positive impact on our society. We hereby assure you that we shall adhere to all norms and regulations laid down by the KMDA, Green-bench or any court of law that are now existing or may come into force in the future. We are also herein submitting our company's Article and Memorandum for your kind perusal.

Thanking you,

Yours truly,

CALCUTTA ENTERTAINMENT CLUB FOUNDATION

Indrasish Roy

Director

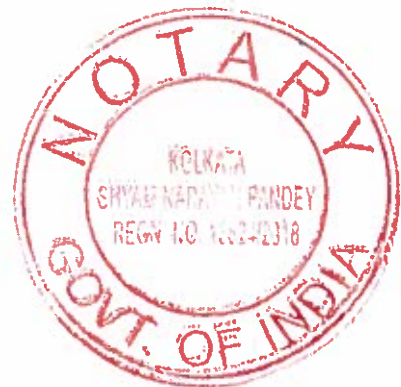
Indrasish Roy
(Director)



~~42~~ - 47 -

**CALCUTTA
ENTERTAINMENT
CLUB
FOUNDATION**

INCORPORATION DOCUMENTS



43-48-



सत्यमेव जयते

**GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS**

Central Registration Centre

Certificate of Incorporation

[Pursuant to sub-section (2) of section 7 and sub-section (1) of section 8 of the Companies Act, 2013 (18 of 2013) and rule 18 of the Companies (Incorporation) Rules, 2014]

I hereby certify that **CALCUTTA ENTERTAINMENT CLUB FOUNDATION** is incorporated on this **TWENTY THIRD** day of **JUNE TWO THOUSAND TWENTY THREE** under the Companies Act, 2013 (18 of 2013) and that the company is Company limited by shares

The Corporate Identity Number of the company is **U88900WB2023NPL263022**.

The Permanent Account Number (PAN) of the company is **AALCC1214E***

The Tax Deduction and Collection Account Number (TAN) of the company is **CALC13960C***

Given under my hand at Manesar this **TWENTY THIRD** day of **JUNE TWO THOUSAND TWENTY THREE**

Signature Not Verified

Digitally signed by
DS MINISTRY OF CORPORATE
AFFAIRS 10
Date: 2023.06.30 10:30:59 IST

SHEETAL KUMARI

Assistant Registrar of Companies/ Deputy Registrar of Companies/ Registrar of Companies

For and on behalf of the Jurisdictional Registrar of Companies

Registrar of Companies

Central Registration Centre

Disclaimer: This certificate only evidences incorporation of the company on the basis of documents and declarations of the applicant(s). This certificate is neither a license nor permission to conduct business or solicit deposits or funds from public. Permission of sector regulator is necessary wherever required. Registration status and other details of the company can be verified on mca.gov.in

Mailing Address as per record available in Registrar of Companies office:

CALCUTTA ENTERTAINMENT CLUB FOUNDATION

60/116, Haripada Dutta Lane, Tollygunge, Kolkata, Kolkata-700033, West Bengal

*as issued by Income tax Department



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Licence under section 8(1) of the Companies Act, 2013

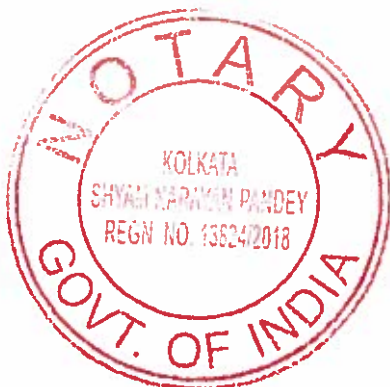
[Pursuant to rule 20 the Companies (Incorporation) Rules, 2014]

Section 8 Licence Number 145372

WHEREAS it has been proved to my satisfaction that CALCUTTA ENTERTAINMENT CLUB FOUNDATION, a person or an association of persons to be registered as a company under the Companies Act, 2013, for promoting objects of the nature specified in clause (a) of sub-section (1) of section 8 of the said Act, and that it intends to apply its surplus, if any, or other income and property in promoting its objects and to prohibit the payment of any dividend to its members;

NOW, THEREFORE, in exercise of the powers conferred by section 8 of the said Act, I, the Registrar at CRC Manesar, hereby grant, this license, directing that the said person or association or persons be registered as a company with limited liability without the addition of the word "Limited", or as the case may be, the words "Private Limited" to its name, subject to the following conditions namely :

- (1) that the said company shall in all respects be subject to and governed by the conditions and provisions contained in its memorandum of association;
- (2) that the profits, if any or other income and property of the said company, whensoever derived, shall be applied solely for the promotion of the objects as set forth in its memorandum of association and that no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit to persons who at any time are or have been members of the said company or to any of them or to any person claiming through any one or more of them;
- (3) that no remuneration or other benefit in money or money's worth shall be given by the company to any of its members except payment of out-of-pocket expenses, reasonable and proper interest on money lent, or reasonable and proper rent on premises let to the company;
- (5) that nothing in this clause shall prevent the payment by the company in good faith of prudent remuneration to any of its officers or servants (not being members) or to any other person (not being member), in return for any services actually rendered to the company
- (6) that nothing in clauses (3) and (4) shall prevent the payment by the company in good faith of prudent remuneration to any of its members in return for any services (not being services of a kind which are required to be rendered by a member), actually rendered to the company;
- (7) that no alteration shall be made to the memorandum of association or in the articles of association of the company, which are for the time being in force, unless the alteration has been previously submitted to and approved by the Registrar;
- (8) The Company can be amalgamated only with another company registered under section 8 of the Act & having similar objects; and
- (9) that, without prejudice to action under any other law for the time being in force, this licence shall be liable to be revoked, if the company:
 - (a) contravenes any of the requirements of section 8 of the Act or the rules made thereunder or any of the conditions subject to which a licence is issued;
 - (b) if the affairs of the company are conducted fraudulently or in a manner violative of the objects of the company or prejudicial to public interest.



Signature Not Verified

Digitally signed by
DS MINISTRY OF CORPORATE
AFFAIRS 10
Date: 2023.06.30 10:30:59 IST

SHEETAL KUMARI

Assistant Registrar of Companies/ Deputy Registrar of Companies/ Registrar of Companies

Registrar of Companies

Central Registration Centre

Dated this 23/06/2023



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Form No. INC-13**e-MOA (e-Memorandum of Association)**

[Pursuant to sections 4 and 8 of the Companies Act, 2013 and rules made thereunder read with Schedule I]



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Form language

 English Hindi

Refer instruction kit for filling the form

All fields marked in * are mandatory

1 The name of the company is

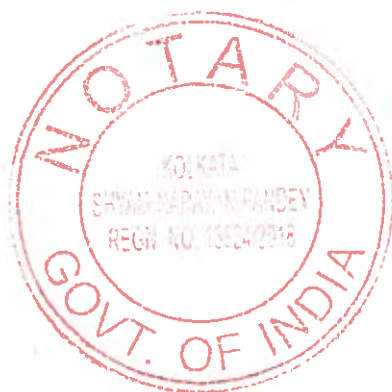
CALCUTTA ENTERTAINMENT
CLUB FOUNDATION

2 The registered office of the company will be situated in the State of

West Bengal

3 (a) The objects to be pursued by the company on its incorporation are:

- a) To Act as a collective body which takes forward all the philanthropic initiatives of all the members of the Kolkata's Entertainment Industry viz musicians, theatre artists, movie actors, directors, technicians, etc.
- b) To develop, establish, promote, facilitate, promotion, improvement of educational, social, cultural, economical and medical relief to the poor and downtrodden and advancement of any other charitable and developmental objects of general public utility and community welfare.
- c) To promote commerce, art, science, sports, education, research, social welfare, religion, charity, protection of environment or any such other object.
- d) To provide opportunities to develop skills and talents of children and women with the aim of generating a sustainable income and be independent to march with the time and age.
- e) To help alleviate poverty by enabling access to the basic necessities of life including clean, safe and nutritious food; clean and safe drinking water; shelter; education; and livelihoods for people deprived



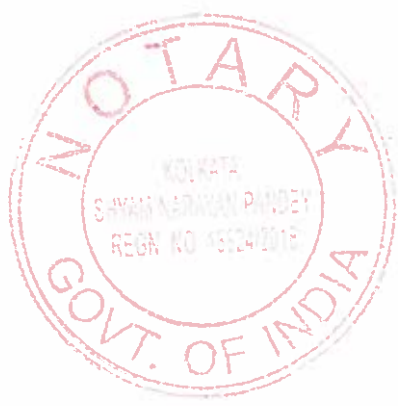
~~44~~ - 81 -

from such assets.

f) To establish, build or manage Hostels, Short Stay Homes, Rehabilitation Centers, Shelters, Crèches, Child Care Centre or Children's Home, Counseling Centers and Help Line Centers for Women, Children, Old aged persons, Drug addicts and needy persons.

(b) *Matters which are necessary for furtherance of the objects specified in clause 3(a) are

1. The profits, if any or other income and property of the Company when so ever derived shall be applied solely for the promotion of its objects as set forth in this Memorandum.
2. No portion of the income or property aforesaid shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit to persons who are or at any time have been members of the Company or to any one or more of them or to any person claiming through any one or more of them.
3. No remuneration or other benefits in money or money's worth shall be given by the Company to any of its members, whether officers or servants of the Company or not, except payment of out-of-pocket expenses incurred for and on behalf of the Company reasonable and proper interest on money lent, or reasonable and proper rent for premises let to the Company.
4. Nothing in this clause shall prevent the payment by the company in good faith of prudent remuneration to any of its officers or servants (not being members) or to any other person (not being member), in return for any services actually rendered to the company.
5. Nothing in clauses (3) and (4) shall prevent the payment by the company in good faith of prudent remuneration to any of its members in return for any services (not being service of a



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kind which are required to be rendered by a member), actually rendered to the company.

6. To carry out all types of development programmes and undertake all types of initiatives and interventions in the areas of hunger and food security, gender equality, education, agriculture and natural resources, poverty alleviation, health and nutrition, slum development, environment, renewable energy, water resources, income and livelihood creation and support, and any area in which development activity and intervention is required.
7. To collaborate with other institutions such as ? academic, research, government, nongovernmental institutions (NGOs); community-based organizations (CBOs), civil society organizations (CSOs) and consultancy agencies both national and international in implementation of projects and programmes, undertaking studies and action research, and sharing of information.
8. To engage / invite and assist the services of experts for the promotion of main objects of the company on payment of fees or remuneration of honorarium or otherwise.
9. To undertake, conduct, organise, support, encourage and participate in seminars, workshops, conferences, congresses, conventions, councils, training, lecture series, and/or group discussions to generate public awareness as well as to increase awareness among policy makers.
10. To encourage and conduct research pertaining to the issues highlighted in the main objects of the company; and for that purpose, to establish, construct, promote, form and maintain necessary institutions; and to provide therein all technical assistance and other necessary facilities



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therein. Make payment to any association, organisation or academic institution to be used for research in any field.

11. To serve as a Resource Centre for collecting, storing, collating and disseminating suitable communication materials and information from different sources to complement the main objectives of the Company.

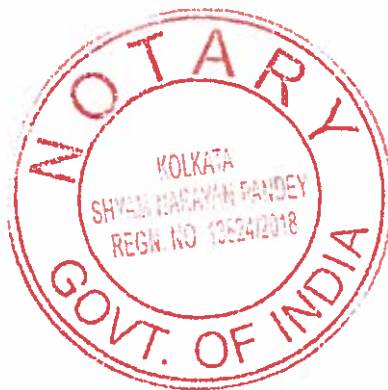
12. To act as a Consultant, Counsellor, Facilitator and/or Provider of information, in respect of any institution or organisation or individual being in any form and support, and any area in which development activity and intervention is required.

13. To provide vocational / educational guidance and counselling and/or establishing, supporting, conducting, vocational guidance bureau either virtual or real.

14. To make donations, grant endowments and/or otherwise assist in any form whatsoever to any person(s), organisations, public charitable institutions, companies, societies, trusts, foundations, academic and/or cultural institutions who have object(s) similar to any one or more of the objects of the Company for the purpose of promoting, assisting and / or encouraging the carrying and / or achievement of such objects or object for the benefit of the people in general.

15. To acquire land with or without buildings and to construct thereon the building or buildings to achieve the objects and purpose of the company and / or to acquire suitable premises on ownership basis or on such other terms and conditions may be decided by the management.

16. To purchase, rent, take on lease or in exchange or on leave and license, or otherwise acquire or obtain possession of any moveable or Immoveable



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property, rights or privileges which may be deemed necessary or convenient for any of the objects of the company from any person, Company, Society, Foundation, Trust, Organisation and/or Institution.

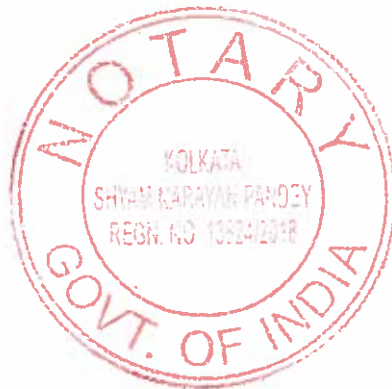
17. To raise necessary funds and accept donations, contributions (in cash or kind) subscriptions, grants of money, securities, and property of any kind and/or to undertake and accept the management of transference of any endowment, trust fund or donation not inconsistent with the objects of the Company.

18. To accept donations, assistance and/or funds on behalf of the Implementing Agencies from the Government, foreign donors, and/or any other donor agency subject to such laws as may be applicable in the manner stated above and to obtain necessary accounts and information regarding the physical and financial progress from the Implementing Agency / Agencies.

19. To establish a Fund / Funds for carrying out any one or more the objectives of the Company as may be thought fit.

20. To create any Depreciation Fund, Reserve Fund, Insurance Fund or any other Special Fund, whether for depreciation or for repairing, improving, extending or maintaining any of the immovable or moveable property of the Company, or for any other purpose conducive to and in the interests of the Company.

21. To promote and/or become a member of any Company or Companies, (whether limited by shares or guarantee or both) body or association (whether corporate or not) for the purpose of acquiring all or any of the property rights and liabilities of the Company, and / or for the furtherance of all the objects or any of them in this company.



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22. To nominate representatives on Association or Institution having similar or allied objects on the committee of the Board or Committee of Governing Body or Board of Trustees of such other Association and / or Institutions whenever interested in furthering the main objects of the company.

23. To enter into partnerships or any arrangement, whether in India or elsewhere, for union of interest, co-operation, reciprocal concession or otherwise with any person or Company carrying on or engaged in or about to carry on or engage in any activities or transaction which the Company is authorized to carry on or engage in or any activities or transaction capable of being conducted

24. To enter into any agreement with any Government or authorities (municipal, local or otherwise) or any corporations, companies, or persons, or any cooperative society or organisation or institutions in any part of the world which may seem conducive to the Company's objects or any of them and to obtain from any such Government authority, corporation, company or person any contracts, rights, moneys, privileges, licenses and concessions which may be thought by and/or on behalf of the Company desirable to obtain and to carry out, exercise and comply therewith.

25. To appeal, solicit, receive or accept grants from any government or nongovernmental institutions, agencies, authorities, public bodies, corporations, trusts, foundations, companies or person(s) and/or money, movable or immovable properties, donations, gifts, subscriptions, devices, bequests, and/or other assistance with a view to



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promoting the objects of the company and in receiving any gift of property to take the same either unconditionally or subject to any special conditions which may be prescribed by the donor in writing.

26. To open and maintain branches and to undertake such other activities for furtherance of all or any one or more of the objects of the Company in accordance with the provisions made in the Rules and Regulations of the Company.

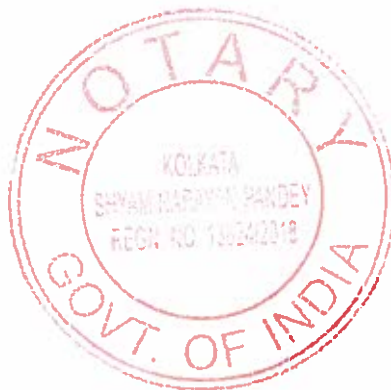
27. To establish branches and offices in different parts of India.

28. To establish and support or aid in the establishment and support of any charitable Association or Institution in all possible manner including giving donations in cash or kind for charitable purpose in any way connected with the purpose of the company or calculated to further its objects.

29. To acquire, buy, sell, market, distribute, exchange and/or otherwise dispose of, store, hold, package, transport, use, experiment, or handle any material or equipment in order to achieve the objects of the Company.

30. To improve, manage, work, develop, alter, exchange, lease, mortgage, charge, hypothecate, turn to account, abandon, dispose off or otherwise deal with all or any part of the property, rights, privileges and concessions of the Company, and to manufacture any articles or render any services with utilization of machineries, equipment and assets belonging to the Company.

31. To operate or raise or secure the payment of any money which may be required for the purpose of the company in such manner as the company may think fit and in particulars, by issue of promissory notes, charged upon all or any of the



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company's property, both present and future and to purchase redeem any pay off such securities or in such manner as the company may think fit. To pay reasonable fees for raising, operating, or securing the payment of money to individuals, companies, institutions or organisations which assist in obtaining such funds.

32. To invest the funds of the Company not immediately required in trust securities or such other investments as the Company in General Meeting may allow or think fit. Also, to invest and deal with moneys of the Company not immediately required in any manner.

33. To open and to operate current, savings and/ or fixed deposit accounts with any bank or banks.

34. To draw, make accept, endorse, discount, execute and issue cheques, promissory notes, hundies, bills of lading, railway receipts, bills of exchange, warrants and other negotiable and instruments of all description in connection with the Company's business.

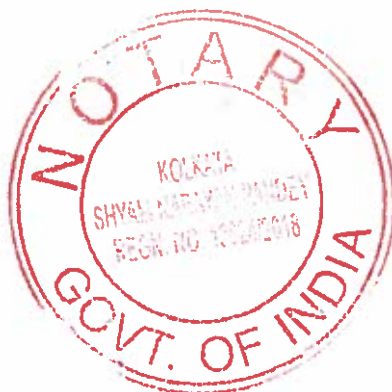
35. To make advances upon or for the purchase of land, buildings, houses, offices, flats, tenements, shops, other buildings and/or construction thereof; or for materials, goods, furniture, equipment, appliances and stores required for the Company's activities.

36. To borrow or raise money for the purpose of the company on such terms and on such security as the company may think fit.

37. To employ and engage skilled professionals, technical advisors, volunteers and interns in activities consistent with the main objects of the company or in the objects ancillary to the attainment of main objects of the company with or without remuneration, professional fees or honorarium.

38. To pay all costs, charges, expenses incurred in





connection with incorporation of the Company including preliminary expenses of any kind and incidental to the formation of the Company, costs, charges and expenses of negotiating contracts and arrangements made prior to and in anticipation of the formation and incorporation of the Company.

39. To do all such other lawful things as considered necessary for the furtherance of the above objects.

the doing of all such other lawful things as considered necessary for the furtherance of the above objects:

Provided that the company shall not support with its funds, or endeavor to impose on, or procure to be observed by its members or others, any regulation or restriction which, as an object of the company, would make it a trade union.

4 The objects of the company extend to the

State of West Bengal

5 (i) The profits, if any, or other income and property of the company, when-so-ever derived, shall be applied, solely for the promotion of its objects as set forth in this memorandum.

(ii) No portion of the profits, other income or property aforesaid shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to persons who, at any time are, or have been, members of the company or to any one or more of them or to any persons claiming through any one or more of them.

(iii) No remuneration or other benefit in money or money's worth shall be given by the company to any of its members, whether officers or members of the company or not, except payment of out-of-pocket expenses, reasonable and proper interest on money lent, or reasonable and proper rent on premises let to the company.

(iv) Nothing in this clause shall prevent the payment by the company in good faith of prudent remuneration to any of its officers or servants (not being members) or to any other person (not being member), in return for any services actually rendered to the company.

(v) Nothing in these clauses (iii) and (iv) shall prevent the payment by the company in good faith of prudent remuneration to any of its members in return for any services (not being services of a kind which are required to be rendered by a member), actually rendered to the company

6 No alteration shall be made to this memorandum of association or to the articles of association of the company which are for the time being in force, unless the alteration has been previously submitted to and approved by the Registrar.

7 The liability of the members is limited.

8. Table applicable to Section 8/ Part I Section 8 company

A - MEMORANDUM OF ASSOCIATION OF
A COMPANY LIMITED BY SHARES

Table A / B / C

(A-MEMORANDUM OF ASSOCIATION OF A COMPANY LIMITED BY SHARES/ B - MEMORANDUM OF ASSOCIATION OF A COMPANY LIMITED BY GUARANTEE AND NOT HAVING SHARE CAPITAL/ C - MEMORANDUM OF ASSOCIATION OF A COMPANY LIMITED BY GUARANTEE AND HAVING SHARE CAPITAL)

Each member, undertakes to contribute to the assets of the company in the event of its being wound up while he is a member or within one year afterwards, for the payment of the debts or liabilities of the company contracted before he ceases to be a member and of the costs, charges and expenses of winding up, and for adjustment of the rights of the contributors among themselves

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such amount as may be required not exceeding a sum of Rs *

The share capital of the company is 1500000 rupees, divided into

150000	Equity Share	Shares of	10	Rupées each	
--------	--------------	-----------	----	-------------	--

9 True accounts shall be kept of all sums of money received and expended by the company and the matters in respect of which such receipts and expenditure take place, and of the property, credits and liabilities of the company; and, subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the regulations of the company for the time being in force, the accounts shall be open to the inspection of the members. Once at least in every year, the accounts of the company shall be examined, and the correctness of the balance-sheet and the income and expenditure account ascertained by one or more properly qualified auditor or auditors

10 If upon a winding up or dissolution of the company, there remains, after the satisfaction of all the debts and liabilities, any property whatsoever, the same shall not be distributed amongst the members of the company but shall be given or transferred to such other company having objects similar to the objects of this company, subject to such conditions as the Tribunal may impose, or may be sold and proceeds thereof credited to the Rehabilitation and Insolvency Fund formed under Section 269 of the Act.

11 The Company can be amalgamated only with another company registered under section 8 of the Act and having similar objects.

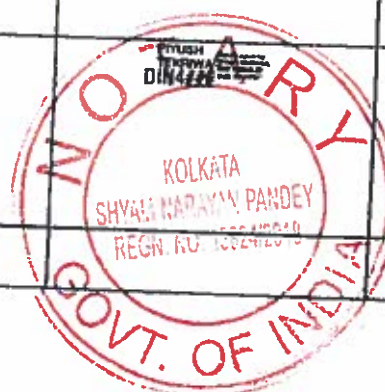
12 We, the several persons, whose names and addresses are subscribed, are desirous of being formed into a company in pursuance of this memorandum of association:

Subscriber Details

S. No.	*Name, Address, Description and Occupation	DIN / PAN / Passport number	No. of equity shares taken	DSC	Dated
1	SOURAV DAS 5th Floor, Flat-5c, 117/A Bakhal Das Andey Lane Kolkata West Bengal 700027 Chetla Kolkata India	BULPD0833J	1000 Equity, 0 Preference	SOURAV DAS DSC No. 111007-0000	20/06/2023
2	INDRASIS ROY 206, Banedronal Place Santonir 2nd Floor, Flat-C2 Budge Budge - I West Bengal 700070 Banedronal South 24 Parganas India	ARDPI7601B	1000 Equity, 0 Preference	Indrasish Roy DSC No. 111007-0000	20/06/2023
3	JSSHU LAL SENGUPTA FLAT NO 28, CHAYANIR APARTMENT 38, PRINCE GULAM MOHAMMAD SHAH ROAD KOLKATA West Bengal 700033 RA India	03487145	1000 Equity, 0 Preference	JSSHU LAL SENGUPTA DSC No. 111007-0000	20/06/2023
Total shares taken			3000 Equity, 0 Preference		

Signed before me

Membership type of the witness	*Name of the witness	*Address, Description and Occupation	DIN / PAN / Passport number / Membership number	*DSC	Dated
ACA	PIYUSH TEKRIWAL	Shree Krishna Square, Office 5I, 5th Floor, 78 Bentinck Street, Kolkata 700001, Practicing Chartered Accountant	317019		20/06/2023



1-9380650733_SRN_FORM

Form No. INC-31

e-AOA (e-Articles of Association)

[Pursuant to Section 5 of the Companies Act, 2013 and rules made thereunder read with Schedule I]



Form language

English

Hindi



Refer instruction kit for filling the form.

All fields marked in * are mandatory

Table applicable to company as notified under schedule I of the Companies Act, 2013 (F, G, H)

Table F / G / H (basis on the selection of above-mentioned field) as notified under schedule I of the companies Act, 2013 is applicable to
 (F—a company limited by shares
 G—a company limited by guarantee and having a share capital
 H—a company limited by guarantee and not having share capital)

F

F - A COMPANY LIMITED BY SHARES

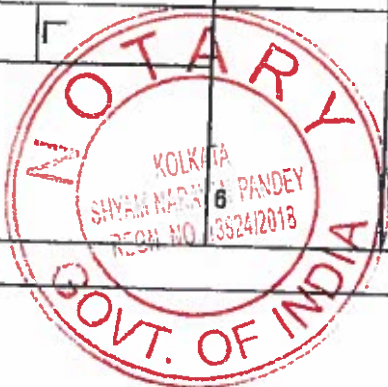
CALCUTTA ENTERTAINMENT CLUB FOUNDATION

The name of the company is

Check if not applicable	Check if altered	Article No.	Description
			Interpretation
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		<ul style="list-style-type: none"> In these regulations? the Act? means the Companies Act, 2013, ? the seal? means the common seal of the company. Unless the context otherwise requires, words or expressions contained in these regulations shall bear the same meaning as in the Act or any statutory modification thereof in force at the date at which these regulations become binding on the company.? Company is a Private Limited Company within the meaning of Section 2(68) of the Companies Act 2013 and accordingly -(i) restricts the right to transfer its shares; (ii) limits the number of its members to two hundred: Provided that where two or more persons hold one or more shares in a company? jointly, they shall, for the purposes of this clause, be treated as a single member: Provided further: that: (A) persons who are in the employment of the company; and (B) persons who, having been? formerly in the employment of the company, were members of the company while in that employment and have continued to be members after the employment ceased, shall not be? included in the number of members; and (iii) prohibits any invitation to the public to subscribe for? any securities of the company;
			Share Capital and Variation of rights
<input checked="" type="checkbox"/>	<input type="checkbox"/>	111	<ul style="list-style-type: none"> Subject to the provisions of the Act and these Articles, the shares in the capital of the company shall be under the control of the Directors who may issue, allot or otherwise dispose of the same or any of them to such persons, in such proportion and on such terms

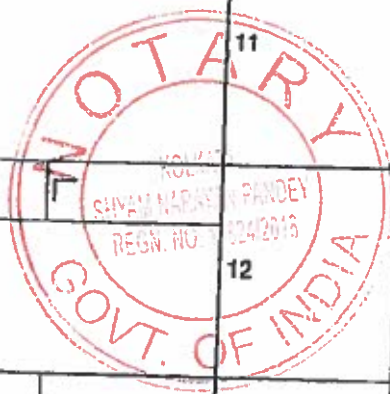
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		<p>and conditions and either at a premium or at par and at such time as they may from time to time think fit.</p>
<p>2</p>		<p>i. Every person whose name is entered as a member in the register of members shall be entitled to receive within two months after incorporation, in case of subscribers to the memorandum or after allotment or within one month after the application for the registration of transfer or transmission or within such other period as the conditions of issue shall be provided, a. one certificate for all his shares without payment of any charges; or b. several certificates, each for one or more of his shares, upon payment of twenty rupees for each certificate after the first. ii. Every certificate shall be under the seal and shall specify the shares to which it relates and the amount paid - up thereon. iii. In respect of any share or shares held jointly by several persons, the company shall not be bound to issue more than one certificate, and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all such holders</p>
<p>3</p>		<p>i. If any share certificate be worn out, defaced, mutilated or torn or if there be no further space on the back for endorsement of transfer, then upon production and surrender thereof to the company, a new certificate may be issued in lieu thereof, and if any certificate is lost or destroyed then upon proof thereof to the satisfaction of the company and on execution of such indemnity as the company deem adequate, a new certificate in lieu thereof shall be given. Every certificate under this Article shall be issued on payment of twenty rupees for each certificate. ii. The provisions of Articles (2) and (3) shall mutatis mutandis apply to debentures of the company.</p>
<p>4</p>		<p>Except as required by law, no person shall be recognised by the company as holding any share upon any trust, and the company shall not be bound by, or be compelled in any way to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any share, or any interest in any fractional part of a share, or (except only as by these regulations or by law otherwise provided) any other rights in respect of any share except an absolute right to the entirety thereof in the registered holder.</p>
<p>5</p>		<p>i. The company may exercise the powers of paying commissions conferred by sub-section (6) of section 40, provided that the rate per cent or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by that section and rules made thereunder. ii. The rate or amount of the commission shall not exceed the rate or amount prescribed in rules made under sub-section (6) of section 40. iii. The commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in the one way and partly in the other.</p>
<p></p>		<p>i. If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, subject to the provisions of section 48, and whether or not the company is being wound up, be varied with the consent in writing of the holders of three-fourths of the issued shares of that class, or with the sanction of a special resolution passed at a separate meeting of the holders</p>



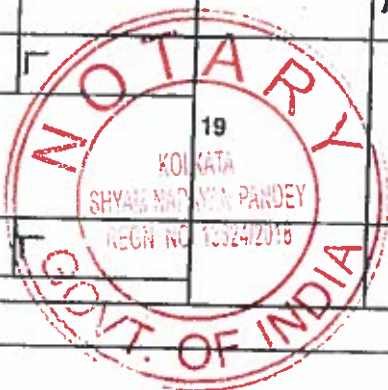
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			<p>of the shares of that class.</p> <p>ii. To every such separate meeting, the provisions of these regulations relating to general meetings shall mutatis mutandis apply, but so that the necessary quorum shall be at least two persons holding at least one-third of the issued shares of the class in question.</p>
		7	<p>The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking <i>pari passu</i> therewith.</p>
		8	<p>Subject to the provisions of section 55, any preference shares may, with the sanction of an ordinary resolution, be issued on the terms that they are to be redeemed on such terms and in such manner as the company before the issue of the shares may, by special resolution, determine.</p>
			<p>Lien</p>
		9	<p>i. The company shall have a first and paramount lien?</p> <p>a. on every share (not being a fully paid share), for all monies (whether presently payable or not) called, or payable at a fixed time, in respect of that share; and</p> <p>b. on all shares (not being fully paid shares) standing registered in the name of a single person, for all monies presently payable by him or his estate to the company: Provided that the Board of directors may at any time declare any share to be wholly or in part exempt from the provisions of this clause.</p> <p>ii. The company's lien, if any, on a share shall extend to all dividends payable and bonuses declared from time to time in respect of such shares.</p>
		10	<ul style="list-style-type: none"> The company may sell, in such manner as the Board thinks fit, any shares on which the company has a lien: Provided that no sale shall be made? a unless a sum in respect of which the lien exists is presently payable; or b until the expiration of fourteen days after a notice in writing stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the share or the person entitled thereto by reason of his death or insolvency.
		11	<p>i. To give effect to any such sale, the Board may authorise some person to transfer the shares sold to the purchaser thereof</p> <p>ii. The purchaser shall be registered as the holder of the shares comprised in any such transfer.</p> <p>iii. The purchaser shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.</p>
		12	<p>i. The proceeds of the sale shall be received by the company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable.</p> <p>ii. The residue, if any, shall, subject to a like lien for sums not presently payable as existed upon the shares before the sale, be paid to the person entitled to the shares at the date of the sale.</p>
			<p>Calls on shares</p>



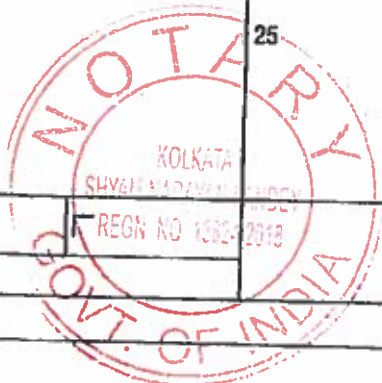
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		13	<p>i. The Board may, from time to time, make calls upon the members in respect of any monies unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) and not by the conditions of allotment thereof made payable at fixed times: Provided that no call shall exceed one-fourth of the nominal value of the share or be payable at less than one month from the date fixed for the payment of the last preceding call.</p> <p>ii. Each member shall, subject to receiving at least fourteen days' notice specifying the time or times and place of payment, pay to the company, at the time or times and place so specified, the amount called on his shares.</p> <p>iii. A call may be revoked or postponed at the discretion of the Board.</p>
		14	A call shall be deemed to have been made at the time when the resolution of the Board authorizing the call was passed and may be required to be paid by instalments.
		15	The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.
		16	<ul style="list-style-type: none"> • If a sum called in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest thereon from the day appointed for payment thereof to the time of actual payment at ten per cent per annum or at such lower rate, if any, as the Board may determine. • The Board shall be at liberty to waive payment of any such interest wholly or in part.
		17	<p>i. Any sum which by the terms of issue of a share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the share or by way of premium, shall, for the purposes of these regulations, be deemed to be a call duly made and payable on the date on which by the terms of issue such sum becomes payable.</p> <p>ii. In case of non-payment of such sum, all the relevant provisions of these regulations as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.</p>
		18	<ul style="list-style-type: none"> • The Board - • a. may, if it thinks fit, receive from any member willing to advance the same, all or any part of the monies uncalled and unpaid upon any shares held by him and • b. upon all or any of the monies so advanced, may (until the same would, but for such advance, become presently payable) pay interest at such rate not exceeding, unless the company in general meeting shall otherwise direct, twelve per cent per annum, as may be agreed upon between the Board and the member paying the sum in advance.
			Transfer of shares
		19	<p>i. The instrument of transfer of any share in the company shall be executed by or on behalf of both the transferor and transferee.</p> <p>ii. The transferor shall be deemed to remain a holder of the share until the name of the transferee is entered in the register of members in respect thereof.</p>
			<p>i. The Board may, subject to the right of appeal conferred by section 58 decline to register?</p>



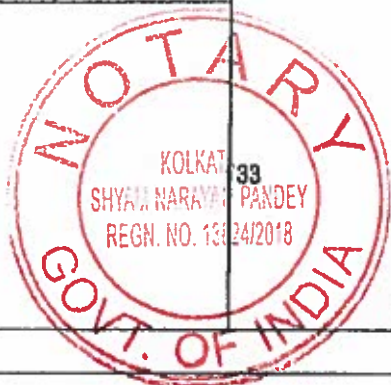
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		20	<ul style="list-style-type: none"> ii. the transfer of a share, not being a fully paid share, to a person of whom they do not approve; or iii. any transfer of shares on which the company has a lien.
		21	<ul style="list-style-type: none"> • The Board may decline to recognise any instrument of transfer unless? <ul style="list-style-type: none"> • a. the instrument of transfer is in the form as prescribed in rules made under sub-section (1) of section 58; • b. the instrument of transfer is accompanied by the certificate of the shares to which it relates, and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer; and • c. the instrument of transfer is in respect of only one class of shares.
		22	<ul style="list-style-type: none"> • On giving not less than seven days' previous notice in accordance with section 91 and rules made thereunder, the registration of transfers may be suspended at such times and for such periods as the Board may from time to time determine; • Provided that such registration shall not be suspended for more than thirty days at any one time or for more than forty-five days in the aggregate in any year.
Transmission of shares			
		23	<ul style="list-style-type: none"> i. On the death of a member, the survivor or survivors where the member was a joint holder, and his nominee or nominees or legal representatives where he was a sole holder, shall be the only persons recognised by the company as having any title to his interest in the shares ii. Nothing in clause (i) shall release the estate of a deceased joint holder from any liability in respect of any share which had been jointly held by him with other persons.
		24	<ul style="list-style-type: none"> i. Any person becoming entitled to a share in consequence of the death or insolvency of a member may, upon such evidence being produced as may from time to time properly be required by the Board and subject as hereinafter provided, elect, either? <ul style="list-style-type: none"> a. to be registered himself as holder of the share; or b. to make such transfer of the share as the deceased or insolvent member could have made. ii. The Board shall, in either case, have the same right to decline or suspend registration as it would have had, if the deceased or insolvent member had transferred the share before his death or insolvency.
		25	<ul style="list-style-type: none"> i. If the person so becoming entitled shall elect to be registered as holder of the share himself, he shall deliver or send to the company a notice in writing signed by him stating that he so elects. ii. If the person aforesaid shall elect to transfer the share, he shall testify his election by executing a transfer of the share. iii. All the limitations, restrictions and provisions of these regulations relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or insolvency of the member had not occurred and the notice or transfer were a transfer signed by that member.
			<ul style="list-style-type: none"> • A person becoming entitled to a share by reason of the death or insolvency of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the



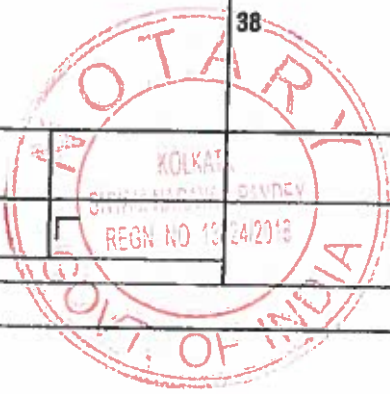
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		26	<p>registered holder of the share, except that he shall not, before being registered as a member in respect of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the company:</p> <ul style="list-style-type: none"> • Provided that the Board may, at any time, give notice requiring any such person to elect either to be registered himself or to transfer the share, and if the notice is not complied with within ninety days, the Board may thereafter withhold payment of all dividends, bonuses or other monies payable in respect of the share, until the requirements of the notice have been complied with.
<input type="checkbox"/>	<input type="checkbox"/>	27	In case of a One Person Company?
			Forfeiture of shares
<input type="checkbox"/>	<input type="checkbox"/>	28	<p>If a member fails to pay any call, or instalment of a call, on the day appointed for payment thereof, the Board may, at any time thereafter during such time as any part of the call or instalment remains unpaid, serve a notice on him requiring payment of so much of the call or instalment as is unpaid, together with any interest which may have accrued.</p>
<input type="checkbox"/>	<input type="checkbox"/>	29	<ul style="list-style-type: none"> • The notice aforesaid shall? • name a further day (not being earlier than the expiry of fourteen days from the date of service of the notice) on or before which the payment required by the notice is to be made; and • state that, in the event of non-payment on or before the day so named, the shares in respect of which the call was made shall be liable to be forfeited.
<input type="checkbox"/>	<input type="checkbox"/>	30	<p>If the requirements of any such notice as aforesaid are not complied with, any share in respect of which the notice has been given may, at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Board to that effect.</p>
<input type="checkbox"/>	<input type="checkbox"/>	31	<ol style="list-style-type: none"> A forfeited share may be sold or otherwise disposed of on such terms and in such manner as the Board thinks fit. At any time before a sale or disposal as aforesaid, the Board may cancel the forfeiture on such terms as it thinks fit.
<input type="checkbox"/>	<input type="checkbox"/>	32	<ol style="list-style-type: none"> A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares, but shall, notwithstanding the forfeiture, remain liable to pay to the company all monies which, at the date of forfeiture, were presently payable by him to the company in respect of the shares. The liability of such person shall cease if and when the company shall have received payment in full of all such monies in respect of the shares.
<input type="checkbox"/>	<input type="checkbox"/>		<ol style="list-style-type: none"> A duly verified declaration in writing that the declarant is a director, the manager or the secretary, of the company, and that a share in the company has been duly forfeited on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share; The company may receive the consideration, if any, given for the share on any sale or disposal thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of; The transferee shall thereupon be registered as the holder of the share; and The transferee shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by



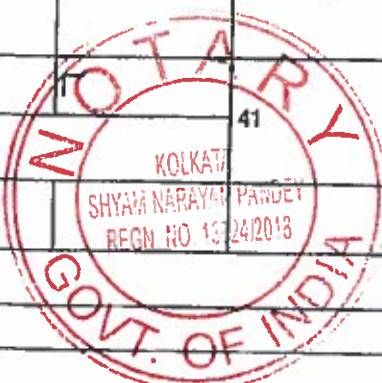
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			any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the share.
<input type="checkbox"/>	<input type="checkbox"/>	34	The provisions of these regulations as to forfeiture shall apply in the case of non-payment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, whether on account of the nominal value of the share or by way of premium, as if the same had been payable by virtue of a call duly made and notified.
			Alteration of capital
<input type="checkbox"/>	<input type="checkbox"/>	35	The company may, from time to time, by ordinary resolution increase the share capital by such sum, to be divided into shares of such amount, as may be specified in the resolution.
<input type="checkbox"/>	<input type="checkbox"/>	36	<ul style="list-style-type: none"> • Subject to the provisions of section 61, the company may, by ordinary resolution, <ul style="list-style-type: none"> • consolidate and divide all or any of its share capital into shares of larger amount than its existing shares; • convert all or any of its fully paid-up shares into stock, and reconvert that stock into fully paid-up shares of any denomination; • sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the memorandum; • cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person.
<input type="checkbox"/>	<input type="checkbox"/>	37	<ul style="list-style-type: none"> • Where shares are converted into stock, <ul style="list-style-type: none"> • the holders of stock may transfer the same or any part thereof in the same manner as, and subject to the same regulations under which, the shares from which the stock arose might before the conversion have been transferred, or as near thereto as circumstances admit; • Provided that the Board may, from time to time, fix the minimum amount of stock transferable, so, however, that such minimum shall not exceed the nominal amount of the shares from which the stock arose. • the holders of stock shall, according to the amount of stock held by them, have the same rights, privileges and advantages as regards dividends, voting at meetings of the company, and other matters, as if they held the shares from which the stock arose; but no such privilege or advantage (except participation in the dividends and profits of the company and in the assets on winding up) shall be conferred by an amount of stock which would not, if existing in shares, have conferred that privilege or advantage. • such of the regulations of the company as are applicable to paid-up shares shall apply to stock and the words "share" and "shareholder" in those regulations shall include "stock" and "stock-holder" respectively.
<input type="checkbox"/>	<input type="checkbox"/>	38	<ul style="list-style-type: none"> • The company may, by special resolution, reduce in any manner and with, and subject to, any incident authorised and consent required by law, <ul style="list-style-type: none"> • its share capital; • any capital redemption reserve account; or • any share premium account.
			Capitalisation of profits
<input checked="" type="checkbox"/>	<input type="checkbox"/>		• The company in general meeting may, upon the recommendation of the Board, resolve?



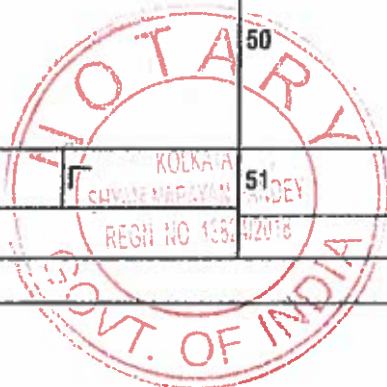
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	39	<ul style="list-style-type: none"> • that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the company's reserve accounts, or to the credit of the, profit and loss account, or otherwise available for distribution; and • that such sum be accordingly set free for distribution in the manner specified in clause (ii) amongst the members who would have been entitled thereto, if distributed by way of dividend and in the same proportions. • The sum aforesaid shall not be paid in cash but shall be applied, subject to the provision contained in clause (iii), either in or towards? • paying up any amounts for the time being unpaid on any shares held by such members respectively; • paying up in full, unissued shares of the company to be allotted and distributed, credited as fully paid-up, to and amongst such members in the proportions aforesaid; • partly in the way specified in sub-clause (A) and partly in that specified in sub-clause (B); • A securities premium account and a capital redemption reserve account may, for the purposes of this regulation, be applied in the paying up of unissued shares to be issued to members of the company as fully paid bonus shares; • The Board shall give effect to the resolution passed by the company in pursuance of this regulation.
<p>✓</p>	40	<ol style="list-style-type: none"> i. Whenever such a resolution as aforesaid shall have been passed, the Board shall? <ol style="list-style-type: none"> a. make all appropriations and applications of the undivided profits resolved to be capitalised thereby, and all allotments and issues of fully paid shares if any; and b. generally do all acts and things required to give effect thereto. ii. The Board shall have power? <ol style="list-style-type: none"> a. to make such provisions, by the issue of fractional certificates or by payment in cash or otherwise as it thinks fit, for the case of shares becoming distributable in fractions; and b. to authorise any person to enter, on behalf of all the members entitled thereto, into an agreement with the company providing for the allotment to them respectively, credited as fully paid-up, of any further shares to which they may be entitled upon such capitalisation, or as the case may require, for the payment by the company on their behalf, by the application thereto of their respective proportions of profits resolved to be capitalised, of the amount or any part of the amounts remaining unpaid on their existing shares; iii. Any agreement made under such authority shall be effective and binding on such members
		Buy-back of shares
<p>✓</p>	41	Notwithstanding anything contained in these articles but subject to the provisions of sections 68 to 70 and any other applicable provision of the Act or any other law for the time being in force, the company may purchase its own shares or other specified securities.
		General meetings
		All general meetings other than annual general meeting shall be called



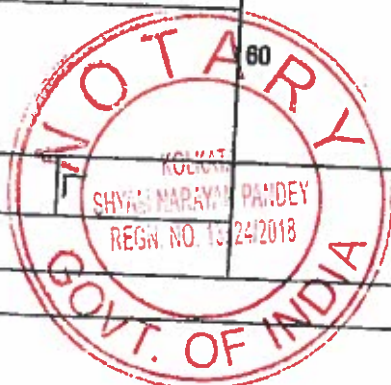
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		42	extraordinary general meeting.
		43	<p>i. The Board may, whenever it thinks fit, call an extraordinary general meeting.</p> <p>ii. If at any time directors capable of acting who are sufficient in number to form a quorum are not within India, any director or any two members of the company may call an extraordinary general meeting in the same manner, as nearly as possible, as that in which such a meeting may be called by the Board.</p>
			Proceedings at general meetings
		44	<p>i. No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business.</p> <p>ii. Save as otherwise provided herein, the quorum for the general meetings shall be as provided in section 103.</p>
		45	The chairperson, if any, of the Board shall preside as Chairperson at every general meeting of the company.
		46	If there is no such Chairperson, or if he is not present within fifteen minutes after the time appointed for holding the meeting or is unwilling to act as chairperson of the meeting, the directors present shall elect one of their members to be Chairperson of the meeting.
		47	If at any meeting no director is willing to act as Chairperson or if no director is present within fifteen minutes after the time appointed for holding the meeting, the members present shall choose one of their members to be Chairperson of the meeting.
		48	In case of a One Person Company?
			Adjournment of meeting
		49	<p>i. The Chairperson may, with the consent of any meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place.</p> <p>ii. No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.</p> <p>iii. When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.</p> <p>iv. Save as aforesaid, and as provided in section 103 of the Act, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.</p>
			Voting rights
		50	<ul style="list-style-type: none"> Subject to any rights or restrictions for the time being attached to any class or classes of shares,? on a show of hands, every member present in person shall have one vote; and on a poll, the voting rights of members shall be in proportion to his share in the paid-up equity share capital of the company.
		51	A member may exercise his vote at a meeting by electronic means in accordance with section 108 and shall vote only once.
			i. In the case of joint holders, the vote of the senior who tenders a



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		52	<p>vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders.</p> <p>ii. For this purpose, seniority shall be determined by the order in which the names stand in the register of members.</p>
		53	A member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee or other legal guardian, and any such committee or guardian may, on a poll, vote by proxy.
		54	Any business other than that upon which a poll has been demanded maybe proceeded with, pending the taking of the poll.
		55	No member shall be entitled to vote at any general meeting unless all calls or other sums presently payable by him in respect of shares in the company have been paid
		56	<p>i. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes.</p> <p>ii. Any such objection made in due time shall be referred to the Chairperson of the meeting, whose decision shall be final and conclusive.</p>
			Proxy
		57	The instrument appointing a proxy and the power-of-attorney or other authority, if any, under which it is signed or a notarised copy of that power or authority, shall be deposited at the registered office of the company not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than 24 hours before the time appointed for the taking of the poll; and in default the instrument of proxy shall not be treated as valid.
		58	An instrument appointing a proxy shall be in the form as prescribed in the rules made under section 105
		59	<ul style="list-style-type: none"> A vote given in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death or insanity of the principal or the revocation of the proxy or of the authority under which the proxy was executed, or the transfer of the shares in respect of which the proxy is given; Provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received by the company at its office before the commencement of the meeting or adjourned meeting at which the proxy is used.
			Board of Directors
		60	<ul style="list-style-type: none"> The number of the directors and the names of the first directors shall be determined in writing by the subscribers of the memorandum or a majority of them. The First Directors of the Company shall be (1) Mr. Jishu Ujjal Sengupta (PAN: ?ALLPS1600E), (2) Mr. Indrasish Roy (PAN: ?ARQPR7601B) and (3) Mr. Sourav Das (PAN: ?BMLPD0833J).
			<ul style="list-style-type: none"> The remuneration of the directors shall, in so far as it consists of a monthly payment, be deemed to accrue from day-to-day. In addition to the remuneration payable to them in pursuance of



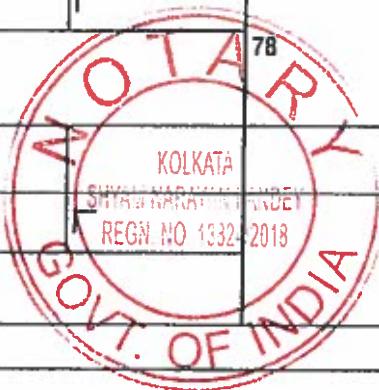
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		61	<p>the Act, the directors may be paid all travelling, hotel and other expenses properly incurred by them?</p> <ul style="list-style-type: none"> • In attending and returning from meetings of the Board of Directors or any committee thereof or general meetings of the company; or • In connection with the business of the company.
<input type="checkbox"/>	<input type="checkbox"/>	62	The Board may pay all expenses incurred in getting up and registering the company.
<input type="checkbox"/>	<input type="checkbox"/>	63	The company may exercise the powers conferred on it by section 88 with regard to the keeping of a foreign register; and the Board may (subject to the provisions of that section) make and vary such regulations as it may think fit respecting the keeping of any such register.
<input type="checkbox"/>	<input type="checkbox"/>	64	All cheques, promissory notes, drafts, hundis, bills of exchange and other negotiable instruments, and all receipts for monies paid to the company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, by such person and in such manner as the Board shall from time to time by resolution determine
<input type="checkbox"/>	<input type="checkbox"/>	65	Every director present at any meeting of the Board or of a committee thereof shall sign his name in a book to be kept for that purpose.
<input type="checkbox"/>	<input type="checkbox"/>	66	<ol style="list-style-type: none"> i. Subject to the provisions of section 149, the Board shall have power at any time, and from time to time, to appoint a person as an additional director, provided the number of the directors and additional directors together shall not at any time exceed the maximum strength fixed for the Board by the articles. ii. Such person shall hold office only up to the date of the next annual general meeting of the company but shall be eligible for appointment by the company as a director at that meeting subject to the provisions of the Act.
			Proceedings of the Board
<input type="checkbox"/>	<input type="checkbox"/>	67	<ul style="list-style-type: none"> • The Board of Directors may meet for the conduct of business, adjourn and otherwise regulate its meetings, as it thinks fit. • A director may, and the manager or secretary on the requisition of a director shall, at any time, summon a meeting of the Board.
<input type="checkbox"/>	<input type="checkbox"/>	68	<ol style="list-style-type: none"> i. Save as otherwise expressly provided in the Act, questions arising at any meeting of the Board shall be decided by a majority of votes. ii. In case of an equality of votes, the Chairperson of the Board, if any, shall have a second or casting vote.
<input type="checkbox"/>	<input type="checkbox"/>	69	The continuing directors may act notwithstanding any vacancy in the Board; but, if and so long as their number is reduced below the quorum fixed by the Act for a meeting of the Board, the continuing directors or director may act for the purpose of increasing the number of directors to that fixed for the quorum, or of summoning a general meeting of the company, but for no other purpose.
<input type="checkbox"/>	<input type="checkbox"/>	70	<ol style="list-style-type: none"> i. The Board may elect a Chairperson of its meetings and determine the period for which he is to hold office. ii. If no such Chairperson is elected, or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the meeting, the directors present may choose one of their number to be Chairperson of the meeting.
<input type="checkbox"/>	<input type="checkbox"/>	71	i. The Board may, subject to the provisions of the Act, delegate any of its powers to committees consisting of such member or members of its body as it thinks fit.



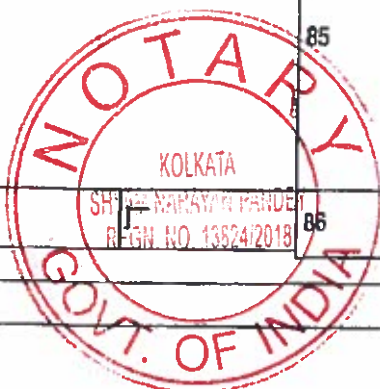
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			ii. Any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Board.
<input type="checkbox"/>	<input type="checkbox"/>	72	i. A committee may elect a Chairperson of its meetings. ii. If no such Chairperson is elected, or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the meeting, the members present may choose one of their members to be Chairperson of the meeting.
<input type="checkbox"/>	<input type="checkbox"/>	73	i. A committee may meet and adjourn as it thinks fit. ii. Questions arising at any meeting of a committee shall be determined by a majority of votes of the members present, and in case of an equality of votes, the Chairperson shall have a second or casting vote.
<input type="checkbox"/>	<input type="checkbox"/>	74	All acts done in any meeting of the Board or of a committee thereof or by any person acting as a director, shall, notwithstanding that it may be afterwards discovered that there was some defect in the appointment of any one or more of such directors or of any person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such director or such person had been duly appointed and was qualified to be a director.
<input type="checkbox"/>	<input type="checkbox"/>	75	Save as otherwise expressly provided in the Act, a resolution in writing, signed by all the members of the Board or of a committee thereof, for the time being entitled to receive notice of a meeting of the Board or committee, shall be valid and effective as if it had been passed at a meeting of the Board or committee, duly convened and held.
<input type="checkbox"/>	<input type="checkbox"/>	76	i. In case of a One Person Company? ii. Where the company is having only one director, all the businesses to be transacted at the meeting of the Board shall be entered into minutes book maintained under section 118; iii. Such minutes book shall be signed and dated by the director; iv. The resolution shall become effective from the date of signing such minutes by the director.
			Chief Executive Officer, Manager, Company Secretary or Chief Financial Officer
<input type="checkbox"/>	<input type="checkbox"/>	77	<ul style="list-style-type: none"> • Subject to the provisions of the Act, • A chief executive officer, manager, company secretary or chief financial officer may be appointed by the Board for such term, at such remuneration and upon such conditions as it may think fit; and any chief executive officer, manager, company secretary or chief financial officer so appointed may be removed by means of a resolution of the Board; • A director may be appointed as chief executive officer, manager, company secretary or chief financial officer
<input type="checkbox"/>	<input type="checkbox"/>	78	A provision of the Act or these regulations requiring or authorising a thing to be done by or to a director and chief executive officer, manager, company secretary or chief financial officer shall not be satisfied by its being done by or to the same person acting both as director and as, or in place of, chief executive officer, manager, company secretary or chief financial officer.
			The Seal
<input type="checkbox"/>	<input type="checkbox"/>		i. The Board shall provide for the safe custody of the seal. ii. The seal of the company shall not be affixed to any instrument except by the authority of a resolution of the Board or of a committee of the Board authorised by it in that behalf, and except



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		79	In the presence of at least two directors and of the secretary or such other person as the Board may appoint for the purpose; and those two directors and the secretary or other person aforesaid shall sign every instrument to which the seal of the company is so affixed in their presence.
			Dividends and Reserve
<input type="checkbox"/>	<input checked="" type="checkbox"/>	80	<ul style="list-style-type: none"> The company in general meeting may intend to apply its profits, if any or other income in promoting its objects and prohibits the payment of any dividends to its Members.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	81	Subject to the provisions of section 123, the Board may from time to time pay to the members such interim dividends as appear to it to be justified by the profits of the company.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	82	<ol style="list-style-type: none"> The Board may, before recommending any dividend, set aside out of the profits of the company such sums as it thinks fit as a reserve or reserves which shall, at the discretion of the Board, be applicable for any purpose to which the profits of the company may be properly applied, including provision for meeting contingencies or for equalizing dividends; and pending such application, may, at the like discretion, either be employed in the business of the company or be invested in such investments (other than shares of the company) as the Board may, from time to time, think fit. The Board may also carry forward any profits which it may consider necessary not to divide, without setting them aside as a reserve
<input checked="" type="checkbox"/>	<input type="checkbox"/>	83	<ol style="list-style-type: none"> Subject to the rights of persons, if any, entitled to shares with special rights as to dividends, all dividends shall be declared and paid according to the amounts paid or credited as paid on the shares in respect whereof the dividend is paid, but if and so long as nothing is paid upon any of the shares in the company, dividends may be declared and paid according to the amounts of the shares. No amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of this regulation as paid on the share. All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid; but if any share is issued on terms providing that it shall rank for dividend as from a particular date such share shall rank for dividend accordingly.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	84	The Board may deduct from any dividend payable to any member all sums of money, if any, presently payable by him to the company on account of calls or otherwise in relation to the shares of the company.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	85	<ol style="list-style-type: none"> Any dividend, interest or other monies payable in cash in respect of shares may be paid by cheque or warrant sent through the post directed to the registered address of the holder or, in the case of joint holders, to the registered address of that one of the joint holders who is first named on the register of members, or to such person and to such address as the holder or joint holders may in writing direct. Every such cheque or warrant shall be made payable to the order of the person to whom it is sent.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	86	Any one of two or more joint holders of a share may give effective receipts for any dividends, bonuses or other monies payable in respect of such share.



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<input checked="" type="checkbox"/>	<input type="checkbox"/>	87	Notice of any dividend that may have been declared shall be given to the persons entitled to share therein in the manner mentioned in the Act.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	88	No dividend shall bear interest against the company.
			Accounts
<input type="checkbox"/>	<input type="checkbox"/>	89	<p>i. The Board shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations, the accounts and books of the company, or any of them, shall be open to the inspection of members not being directors.</p> <p>ii. No member (not being a director) shall have any right of inspecting any account or book or document of the company except as conferred by law or authorised by the Board or by the company in general meeting.</p>
			Winding up
<input type="checkbox"/>	<input checked="" type="checkbox"/>	90	<p>• If upon the Winding up or dissolution of the Company, there remains, after the satisfaction of its debts and liabilities, any asset, they may be transferred to another Company registered under this section and having similar objects, subject to such conditions as the Tribunal may impose, or may be sold and proceeds thereof credited to the Rehabilitation and Insolvency Fund Formed under Section 269 of The Companies Act, 2013. The liquidator may, with the like sanction, vest the whole or any part of any such assets in trustees upon such trusts for the benefit of the contributories as the liquidator, with the like sanction, thinks fit but so that no Member shall be compelled to accept any Shares/securities whereon there is any liability.</p>
			Indemnity
<input type="checkbox"/>	<input type="checkbox"/>	91	Every officer of the company shall be indemnified out of the assets of the company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in which relief is granted to him by the court or the Tribunal.
			Others
<input type="checkbox"/>	<input type="checkbox"/>	92	

