

S.L. No. 129



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BEFORE THE NATIONAL GREEN TRIBUNAL

EASTERN ZONE BENCH, KOLKATA

I. A. No. 89 of 2024/EZ

(Arising out of ORIGINAL APPLICATION NO. 104/2023/EZ)



In The Matter of:

An application Under Section 19(4)(a) read with Under Section 18 (1) of the National Green Tribunal Act, 2010 for addition of M/s Kishori Mohan Dutta & Bros (Dutta Cabin) having its place of business at 4/3, Rishi Bankim Chandra Road, Howrah, Pin: 711101 as a party respondent in connection with the instant original application;

AND

In The Matter of:

M/s Kishori Mohan Dutta & Bros (Dutta Cabin) through its partner namely Smt. Souribibha Dutta having its place of business at 4/3, Rishi Bankim Chandra Road, Howrah, Pin: 711101.

... Applicant

06 NOV 2024

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Versus

Subhas Datta & Ors.

.....Respondents

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Filed by

Malabika Roy DeY, advocate

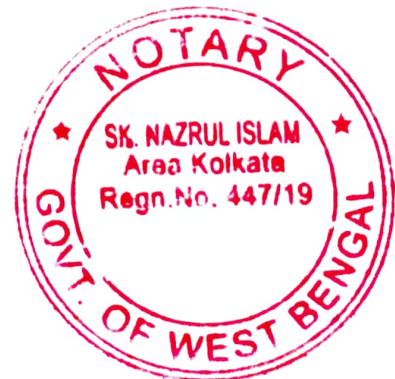
MALABIKA ROY DEY

Advocate

For The Applicant

Email: mrdey@rediffmail.com

(M): 9051634204





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BEFORE THE NATIONAL GREEN TRIBUNAL

EASTERN ZONE BENCH, KOLKATA

I. A. No. of 2024/EZ

(Arising out of ORIGINAL APPLICATION NO. 104/2023/EZ)

In The Matter of:

An application Under Section 19(4)(a) read with Under Section 18 (1) of the National Green Tribunal Act, 2010 for addition of M/s Kishori Mohan Dutta & Bros (Dutta Cabin) having its place of business at 4/3, Rishi Bankim Chandra Road, Howrah, Pin: 711101 as a party respondent in connection with the instant original application;

AND

In The Matter of:

M/s Kishori Mohan Dutta & Bros (Dutta Cabin) through its partner namely Smt. Souribibha Dutta having its place of business at 4/3, Rishi Bankim Chandra Road, Howrah, Pin: 711101.



... Applicant

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Versus

1. Subhas Datta, S/o Late Baneswar Datta, of 25/1, Guitendal Lane, P.O & P.S & District: Howrah, Pin: 711101, West Bengal.

Email: subhasdatta@rediffmail.com

.... Respondent No. 1/Applicant in O. A

2. State of West Bengal, (Notice through the Chief Secretary), Nabanna, 325, Sarat Chatterjee Road, Shibpur, Howrah, Pin: 711102.

Email: cs-westbengal@nic.in

3. Urban Development and Municipal Affairs Department, (Notice through the Principal Secretary), Government of West Bengal, Nagarayan, DF-8, Sector-I, Salt Lake City, Kolkata: 700064.

Email: secy.ma-wb@gov.in



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4. Department of Environment,
Government of West Bengal, (Notice
through the Principal Secretary), 5th
Floor, Prani Sampad Bhawan, Block-
LB-II, Salt Lake Sector-III, Bidhannagar,
Kolkata: 700106.

Email: psecy.env-wb@gov.in

5. Shyama Prasad Mookhejee Port Trust,
Calcutta, (Notice through the
Chairman) Government of India, 15,
Strand Road, Kolkata: 700001.

Email:

chairman@kolkataporttrust.gov.in

6. General Manager, Eastern Railway,
having office at 17, N. S. Road,
Kolkata: 700001.

Email: gm@er.railnet.gov.in



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7. The Commissioner,
Howrah Municipal Corporation, having
office at 4, Mahatma Gandhi Road,
Howrah, Pin: 711101.

Email:

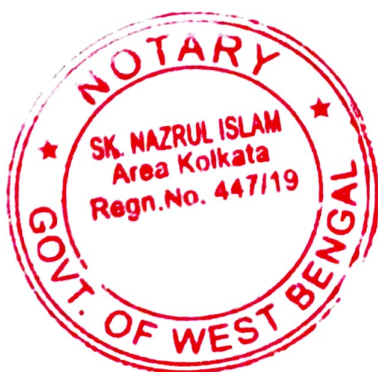
commissioner.howrah@gmail.com

8. West Bengal Pollution Control Board,
(Notice through the Member
Secretary), Paribesh Bhawan, 10A,
Block-LA, Sector-III, Salt Lake City,
Kolkata: 700106.

Email: ms.wbpcb-wb@bangla.gov.in

9. National Mission For Clean Ganga
(Notice through the Director General),
Ministry of Jal Shakti, Government of
India, 1st Floor, Major Dhyan Chanda
National Stadium, New Delhi: 110002.

Email: dg@nmcg.nic.in



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10. Commissioner of Police, Howrah
Police Commissionerate, having office
28, Nityadhan Mukherjee Road,
Howrah Railway Station, Shibpur,
Howrah, Pin: 711101.

Email: commhowrah@gmail.com

11. Howrah Station (Chandmari Ghat)
Babsai Samity, having its office at 1/7
to 4/3, Rishi Bankim Chandra Road,
Howrah: 711101.

Email: anirbanghosh@gmail.com

.....Respondents

To;

The Hon'ble Chairperson and His Companion Member of the said Hon'ble
Tribunal.



The Humble petition on behalf of the
applicant as above named most
respectfully

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SHEWETH:

1. That the instant original application is pending for adjudication before this Hon'ble Tribunal.
2. That the deponent is one of the Partner's of the applicant hotel and in the said capacity she is filing the instant Interlocutory Application. The deponent namely Souribibha Datta has been duly authorized by the other Partners to file the instant Interlocutory Application.

Photocopy of the Aadhar Card of the deponent and the Authorization by the Other Partners to file the instant Application are collectively annexed herewith and marked with the letter 'P-1'

3. That the main allegation in the entire original application is related to the alleged pollution of River Ganga being caused by the Hotels located beside the River and which is situated just opposite to the Howrah Railway Station, interalia alleging that untreated waste is being discharged into the river Ganga.



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4. That the applicant is one of the hotel represented through one of its partner namely Smt. Souribibha Dutta and is situated beside the river Ganga and located just opposite to Howrah Railway station. That the applicant has also been paying rent to the Shyama Prasad Mookhejee Port Trust, Calcutta and the applicant is running the hotel having the following statutory permissions as stated below:

- (i) Trade License issued by the Howrah Municipal Corporation and also oldest trade license dated 01.06.1990.
- (ii) Food License issued by FSSAI
- (iii) Consent to Establish issued by the WBPCB
- (iv) Application for Consent to Operate applied by the Applicant
- (v) Fire License issued by Fire License section, Government of West Bengal
- (vi) Notarised Partnership Deed
- (vii) Some of the Rent receipts are enclosed as issued by the Shyama Prasad Mookhejee Port Trust, Calcutta.
- (viii) Photograph showing chimney being constructed by the applicant.



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Photocopies of the above referred documents are collectively annexed herewith and marked with the letter 'P-2'.

5. That moreover the applicant has also done netting of the windows so as to prevent any people from throwing anything in the river Ganga and regularly the hotels are cleaned and garbages are collected twice by the Municipal Authority once and privately once.
6. That in the original application an affidavit dated 06.11.2023 filed by the West Bengal Pollution Control Board the name of the unit/applicant is appearing in serial number 07.
7. That the applicant is desirous of making submission before this Hon'ble Tribunal and cannot make the same unless and until it is made a party to the instant proceedings.
8. That in the above circumstances it is necessary to add the applicant as party respondent so that the applicant may be permitted to place its submissions before the Hon'ble Tribunal..



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9. That it is most humbly submitted before this Hon'ble Tribunal that the applicant namely M/s Kishori Mohan Dutta & Bros (Dutta Cabin) may be added as a party respondent for smooth adjudication of the instant original application.
10. That this application is made bonafide and unless this application is allowed by this Hon'ble Tribunal the applicant will suffer irreparable loss and injury.

PRAYER:

Under the above circumstances it is most humbly prayed before Your Lordships kindly be pleased to allow the instant Interlocutory application and permit the M/s Kishori Mohan Dutta & Bros (Dutta Cabin) through its Partner namely Smt. Souribhiba Dutta to be impleaded as a party respondent in connection with the instant original



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application and to pass such further Order/Orders as to this Hon'ble Tribunal may deem fit and proper for the ends of justice.

And For This Act of Kindness Your Applicant as in duty bound shall ever pray.

VERIFICATION:

I, the deponent as within named do hereby verify and declare that the statements made in the aforesaid paragraphs are true and correct to the best of my knowledge and information and I believe that nothing material has been concealed there from.

Verified at Kolkata on the ^{6th}..... Day of November, 2024.

Prepared by me

Malabika Roy
Advocate

Souribibha Dutta
DEPONENT



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AFFIDAVIT

I, Smt Souribibha Dutta, W/o Late Anjan Dutta, aged about 57 years, by faith- Hindu, by occupation- business and residing at 69/11, Barui Para Lane, P.O –Alambazar, P.S- Baranagar, District: North (24) Parganas, Kolkata: 700035, do hereby solemnly affirm and state as follows :-

1. That I am one of the Partner's of the Hotel namely M/s Kishori Mohan Dutta & Bros (Dutta Cabin) being the applicant in the instant Interlocutory Application and well conversant with the fact and circumstance of the case and I am competent to sign and swear this affidavit.
2. That I have been duly authorized by the other partners to swear this affidavit on behalf of the applicant/hotel.
3. That I have read and Understood the contents of the accompanying application and humbly state that the facts stated above are true and correct as per the legal advice received by me are the best of my knowledge and belief.

Identified by me
Malabika Roy
 Advocate

Souribibha Dutta
 DEPONENT

Solemnly Affirmed and
 Declared before me U/S 139
 CPC, U/S 297 (C) CRPC

SK. Nazrul Islam
 Notary
 SK, Nazrul Islam
 Notary, Govt. of W.B.
 Regn. No. 447/19
 City Civil Court, Calcutta

06 NOV 2024

Amexore - (A-1)

IX



ভারত সরকার

ভারত সরকার

Unique Identification Authority of India
Government of India

তালিকাভুক্তির আই ডি / Enrollment No. : 1111/77666/01258

14/02/2014

To
Souribibha Dutta
সৌরিবিভা দত্ত
69/11
BARUI PARA LANE
Baranagar (m)
Alam Bazar, North 24 Parganas
West Bengal - 700035

KL749059561FT

74905956



আপনার আধার সংখ্যা / Your Aadhaar No. :

8395 7643 1547

আধার - সাধারণ মানুষের অধিকার



Government of India

সৌরিবিভা দত্ত
Souribibha Dutta
পিতা : দিপক সেন
Father : Dipak Senজন্মতারিখ/DOB: 10/07/1967
পুলক / Male**8395 7643 1547**

আধার - সাধারণ মানুষের অধিকার

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M/S. K. M. DUTTA & BROS.

Opp. Howrah Railway Station
Mobile : 98301-13561
Phone : 2640 3035**(Dutta Cabin)***At Your Service Since 1920*

Date : 26.10.2024

AUTHORISATION

We , being the partners of " Kishori Mohan Dutta and Brothers (Dutta Cabin) situated at 4/3, R.B.C. Road, Howrah - 711101, do hereby authorized Smt. SOURIBIBHA DUTTA, W/o Late Anjan Kumar Dutta, one of the partners to file case before Honorable National Green Tribunal (EZB), Kolkata and to take necessary Steps in the matter.

Partners

- M/S. K.M. DUTTA & BROS.
1. *Subhasree Dutta*
PARTNER
(Dutta Cabin)
 2. *Mayurree Dutta*
PARTNER
(Dutta Cabin)

Partner

- M/S. K.M. DUTTA & BROS.
1. *Arcchita Dutta*
PARTNER
(Dutta Cabin)

Annexure - 'P-2'

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HOWRAH MUNICIPAL CORPORATION

LICENSE DEPARTMENT

ONLINE TRADE LICENSE

Application No:	CEA/364810/24-25	Application Date:	15-07-24
Name of Applicant :	SUBHASREE DUTTA, MAYUREE DUTTA, SOURIBIBHA DUTTA & ARCHITA DUTTA	Name of style of Business:	KISHORI MOHAN DUTTA & BROTHERS
Nature Of Business:	Hotel & Restaurent (Fooding)	Applicant Mobile No.:	9123022394
Holding No.:	4/3	Ward No.:	14
Street Name:	RISHI BANKIMCHANDRA ROAD	Paper Serial Number:	

Application recived sucessfully. Without Assessee Number real time demand can't be generated. Please conatct HMC with this print out

Form No: 21437



Serial No 12737

Ward No 14

Book No. 1137

Previous certificate (if any) No 144 dt 1.6.90 for 1990 1991

CERTIFICATE OF ENLISTMENT

Year 1991-1992

The Commissioner, Howrah Municipal Corporation hereby grants unto Kishory Medan Datta & Sons.

this certificate of enlistment for being engaged in the profession trade or callings at 4/B Kishi Banker Ch. Ach. as Restaurant, Hotel & Tea Shop under section 102 of the Howrah Municipal Corporation Act 1980 and acknowledges to have received Application fee of Rs. 10/- (Rupees Ten) only.

This certificate will be in force till 31st. March 1992 and is to be produced at the time of renewal.

To be renewed by 1-7-1992

License Department
THE HOWRAH MUNICIPAL CORPORATION

By order
Municipal Commissioner

Dated 20.7.1993

[Signature]
License Officer/License Inspector

- N. B. i) This certificate is granted without any prejudice to the right of the Municipal Corporation to proceed for any penalties already incurred or for arrear dues & does not cover liabilities under any other section of the Act.
- ii) Payment of such tax shall not absolve the holder of any liability to take out any license or permission of this act or any other law for the time being in force.

Dated, the 20/7/1993

(Please see overleaf of conditions)



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HOWRAH MUNICIPAL CORPORATION



LICENSE

Book No. 8

No. 179

Ward No.

Under clause (b) of Sub-section (2) of section 24 of the Prevention of Food Adulteration Act, 1954 (Act. 37 of 1954)
For manufacturer for sale / Storage / distribution exhibition for sale of

Savouries

Year 1991 - 1992

The Mayor of the Howrah Municipal Corporation hereby grants up to *Keshori Mohan Datta & Bros.*

son of

residing at *4/3, Rishi Bankim Ch. Road*

under clause (b) of sub-section (2) of Section 24 of the Prevention of Food Adulteration Act, 1954 for manufacturer for sale / storage / distribution / exhibition for sale of *Savouries*

at premises No. *above*

subject to the conditions noted overleaf.

A fee of Rs *25/-* Rupees *Twenty-five* only has been paid for this license

This License shall be in force for one year from

HOWRAH MUNICIPAL OFFICE

Dated, the *27/7* 1993

(Please see overleaf of conditions)



By order
[Signature]
Inspector.



NO. 93

Book No.

Rs. 27

HOWRAH MUNICIPAL CORPORATION

MUNICIPAL CORPORATION LICENSE

Ward No.

Under Section 192 (1) of the Howrah Municipal Corporation Act 1980
(The License is issued as sanctioned by the Health Department)

Year 1991-1992

SWEETMEAT/TEA/FOOD/BHUJA SHOP

Pursuant to provisions of section 192 (1) of the Howrah Municipal Corporation Act of 1980

Nishori Mohan Datta S.M.S. is hereby licensed for the period of one year, namely from 1st April 1981 to 31st March 1982 on payment of Rs. (S.T.) to keep a Sweetmeat/Tea Food/Bhuja shop at premises No.

4/3 Rishi Banerjee subject, however to the following restrictions and conditions

1. The floor of every Sweetmeat/Tea/Food/Bhuja shop and the cook room appertaining thereto shall be paved and cemented and provided with proper drainage arrangements.
2. The walls of every Sweetmeat/Tea/Food/Bhuja shop and cook room appertaining thereto shall be limewashed twice in a year during the months of April and October and the wood work thereof shall be oil painted or coated with tar every five years.
3. The License shall provide a receptacle for the storage of water. The receptacle shall be placed on a stand at least 1 ft. above ground level and properly covered. It shall be emptied and cleaned in such a manner and at such intervals as shall be determined by the Health Officer.
4. All sweetmeats and Food exposed for sale or stored in the premises and other substances used in their preparation shall be kept in glass case or in vessels protected against contamination by flies and dust.
5. The license of Sweetmeat/Tea/Food shop shall provided and maintain in good repair and use a metal sanitary dustbin. of approved pattern and provided with a lid. He shall use this dustbin daily for the storage of waste food, used pots, pattas and sweeping of the floor and empty the contents daily into nearest Municipal dustbin or Municipal Lorry for the purpose and by no means throw anything on the drain road.
6. The License shall provide and use a metal bin or metal-lined wooden box for the storage of any coal, coke, charcoal or firewood, required for the preparation of food.
7. The License shall provided a proper washing place for cleaning all utensils and vessels used in the business. Such washing place shall be properly drained.
8. The Licensee shall keep his Sweetmeat/Tea/Food/Bhuja shop at all times in a clean State and he shall be liable to prosecution for failure to keep the premises in a proper state of cleanliness and for any neglect of responsible precautions in respect of the storage of milk, sweetmeats or other articles for human consumption.

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Book No. 53
Rs. 5/-

Ward No.

Howrah Municipal Corporation

MUNICIPAL CORPORATION LICENSE
Under Section 192 (1) of the Howrah Municipal Corporation Act 1980
(The License is issued as sanctioned by the Health Department).
Year 1980 - 1981

SWEETMEAT/TEA/FOOD/BHUJA SHOP

Pursuant to provisions of section 192 (1) of the Howrah Municipal Corporation Act of 1980.....
Rishory Mohan Datta + Bros
 hereby licensed for the period of one year, namely from 1st April 1980 to 31st March 1981 on
 payment of Rs. (.....) to keep a Sweetmeat/Tea/Food/Bhuja shop at premises No..... 14
4/B Keshu Banker ch. Dal.
 and conditions..... subject, however to the following restrictions

1. The floor of every Sweetmeat/Tea/Food/Bhuja shop and the cook room appertaining thereto shall be paved and cemented and provided with proper drainage arrangements.

2. The walls of every Sweetmeat/Tea/Food/Bhuja shop and cook room appertaining thereto shall be limewashed twice in a year during the months of April and October and the wood work thereof shall be oil painted or coated with tar every five years.

3. The Licensee shall provide a receptacle for the storage of water. The receptacle shall be placed on a stand at least 1 ft. above ground level and properly covered. It shall be emptied and cleaned in such a manner and at such intervals as shall be determined by the Health Officer.

4. All sweetmeats and Food exposed for sale or stored in the premises and other substances used in their preparation shall be kept in glass case or in vessels protected against contamination by flies and dust.

5. The licensee of Sweetmeat/Tea/Food shop shall provide and maintain in good repair and use a metal sanitary dustbin, of approved pattern and provided with a lid. He shall use this dustbin daily for the storage of waste food, used pots, pattas and sweeping of the floor and empty the contents daily into nearest Municipal dustbin or Municipal Lorry for the purpose and by no means throw anything on the drain or road.

6. The Licensee shall provide and use a metal bin or metal-lined wooden box for the storage of any coal, coke, charcoal or firewood, required for the preparation of food.

7. The Licensee shall provide a proper washing place for cleaning all utensils and vessels used in the business. Such washing place shall be properly drained.

8. The Licensee shall keep his Sweetmeat/Tea/Food/Bhuja shop at all times in a clean State and he shall be liable to prosecution for failure to keep the premises in a proper state of cleanliness and for any neglect of responsible precautions in respect of the storage of milk, sweetmeats or other articles for human consumption.



Rs. 250/-

HOWRAH MUNICIPAL CORPORATION

L. I. II. No. 144

Book No. 49

MUNICIPAL CORPORATION LICENCE FOR PROFESSIONS, TRADES & CALLINGS

Under Section 102 of the Howrah Municipal Corporation Act. 1980

Year 1987 -1987
 Class II Ward No. 14

The Mayor, Howrah Municipal Corporation hereby grants unto

Rishoy Mohan Datta & Son

Residing
 Carring on business

at 4/3 Rishi Bankim Ch. Rd.

and exercising the profession, trade or calling of Restaurant, Hotel & Tea Shop.

The licence under Section 102 of the Municipal Corporation of Howrah and acknowledges to have received in consideration there of a fee of Rupees 250/- only.

	Rs.	P.
Licence fee :....	250/-	00
Notice of Demand fee		
Penalty		
Warrant fee		
Peon's wages		
Total	250	-

This license will be in force until the 31st March, 1987.

MUNICIPAL CORPORATION OFFICE,
 License Department.

Dated, the 1.6. 1987

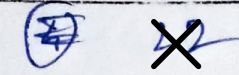
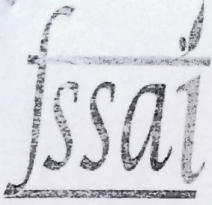


By Order

Inspector

B.—The license is granted without any prejudice to the rights of the Mayor to proceed for any penalties already incurred and does not cover any other liability under the law.

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Form C

Government of West Bengal
Department of Health and Family Welfare
Food Safety and Standards Authority of India
License under FSS Act, 2006



GOVERNMENT OF WEST BENGAL
DEPARTMENT OF HEALTH & FAMILY WELFARE

अनुज्ञप्ति संख्या / License Number: 12819008000297



- | | |
|---|---|
| 1. Name & Registered Office address of Licensee / अनुज्ञप्तिधारी के पंजीकृत कार्यालय का नाम और पता: | M/S- KISHORI MOHAN DUTTA & BROS.
(DUTTA CABIN)
4/3, RISHI BANKIM CHANDRA ROAD, Howrah,
West Bengal-711101 |
| 2. Address of Authorized Premises / प्राधिकृत परिसरों का पता: | 4/3, RISHI BANKIM CHANDRA ROAD, BALI -
HOWRAH MUNICIPAL CORPORATION, Howrah,
West Bengal-711101 |
| 3. Kind of Business / कारोबार का प्रकार: | Food Services - Restaurants |
| 4. Dairy Business Details / डेयरी कारोबार विवरण हेतु: | No |
| 5. Category of License / अनुज्ञप्ति का वर्ग: | State License |

This license is granted under and is subject to the provisions of FSS Act, 2006 all of which must be complied with by the licensee. / यह अनुज्ञप्ति खाद्य संरक्षा और मानक अधिनियम, 2006 के अधीन अनुदत्त की गई और वह अधिनियम के उपबंधों के अध्यादीन है जिनका अनुज्ञप्तिधारी द्वारा अवश्य पालन किया जाना चाहिए.

Place / स्थान: Howrah

Designated Officer

Issued On / दिनांक: 18-06-2024 (Renewal License)

Valid Upto: / वैधता: 25-07-2025 (For details, refer Annexure)

Annexures:

1. Product Annexure
2. Validity Annexure
3. Non-Form C Annexure
4. Conditions Of License

Note:

1. Application for renewal of License can be filed as early as 180 days prior to expiry date of License. You can file application for renewal or modification of License by login into FSSAI's Food Safety Compliance System(<https://foscos.fssai.gov.in>) with your user id and password or call us at 1800112100 for any clarification.
2. This License is only to commence or carry on food businesses and not for any other purpose.
3. This is computer generated license and doesn't require any signature or stamp by authority.
4. Communications from FoSCoS are being sent to anxxxxxxxcom , anxxxxxxxcom , anxxxxxxxcom and 91xxxx029 , 91xxxx029 , 91xxxx029.To update these details, visit FoSCoS portal.



Product Annexure

Form C
Government of West Bengal
Department of Health and Family Welfare
Food Safety and Standards Authority of India
License under FSS Act, 2006



GOVERNMENT OF WEST BENGAL
 DEPARTMENT OF HEALTH & FAMILY WELFARE

अनुज्ञप्ति संख्या / License Number: 12819008000297

Kind Of Business: Food Services - Restaurants

Sl.No.	Product(s)
1	05 - Confectionery
2	16 - Prepared Foods
3	14 - Beverages, excluding dairy products
4	07 - Bakery products
5	15 - Ready-to-eat savouries



Validation And Renewal Annexure

Form C
Government of West Bengal
Department of Health and Family Welfare
Food Safety and Standards Authority of India
License under FSS Act, 2006



GOVERNMENT OF WEST BENGAL
 DEPARTMENT OF HEALTH & FAMILY WELFARE

अनुज्ञप्ति संख्या / License Number: 12819008000297

Validity From	Validity Upto	Issued On	Fee Paid	Type	Issuing Authority
26-07-2019	25-07-2024	26-07-2019	10000 INR	New	State Licensing Authority
26-07-2024	25-07-2025	18-06-2024	2000 INR	Renewal	State Licensing Authority

Suspension History

S.No	History	Date
	N/A	

Current Status of License: License Issued

Note:

- Application for renewal of License can be filed as early as 180 days prior to expiry date of License. You can file application for renewal or modification of License by login into FSSAI's Food Safety Compliance System(<https://foscos.fssai.gov.in>) with your user id and password or call us at 1800112100 for any clarification.
- FSSAI vide order number 15(31)2020/FoSCoS/RCD/FSSAIpt1-Part(4) dated 11th January 2023 allowed Instant Renewal of License / Registration.
- FSSAI vide order number 15(31)2020/FoSCoS/RCD/FSSAI dated 29th October 2021 has allowed the renewal of Licenses / Registration till 180 days of the expiry date subject to payment of penalty.
- Modification* (if any) denotes the change in the Authority. Issuing Authority mentioned along with Modification* is the jurisdictional Authority with effect from the date of issuance of modified license.



Non-Form C Annexure

Government of West Bengal
Department of Health and Family Welfare
Food Safety and Standards Authority of India
License under FSS Act, 2006



GOVERNMENT OF WEST BENGAL
 DEPARTMENT OF HEALTH & FAMILY WELFARE

अनुज्ञापि संख्या / License Number: 12819003000297

Person in charge of operations

Name:	ANJAN KUMAR DUTTA	Qualification:	B.COM
Contact No:	N/A	Mobile No:	9163053029
Email-ID:	anjandutta77777@gmail.com		
Address :	69/11, BARUI PARA LANE, BARANAGAR, ALAM BAZAR		
State:	West Bengal	District:	North Twenty Four Parganas
Pin Code:	700035	Photo Id Card:	Aadhar Card
Photo Id No:	687947203438	Photo Id Expiry Date:	N/A
FoSTaC No:	Not Provided		

Person responsible for complying with conditions of license (The person must be same as mentioned in Form DX, as per FSS Regulations, 2011)

Name:	ANJAN KUMAR DUTTA	Qualification:	B.COM
Contact No:	N/A	Mobile No:	9163053029
Email-ID:	anjandutta77777@gmail.com		
Address :	69/11, BARUI PARA LANE, BARANAGAR, ALAM BAZAR		
State:	West Bengal	District:	North Twenty Four Parganas
Pin Code:	700035	Photo Id Card:	Aadhar Card
Photo Id No:	687947203438	Photo Id Expiry Date:	N/A

Place / स्थान: Howrah

Designated Officer

Issued On / दिनांक: 18-06-2024 (Renewal License)

Note: Any change in above details shall be immediately communicated to authorities. You can apply for modification of license for updation of details without any cost through Food Safety Compliance System (<https://foscos.fssai.gov.in>)



Condition of License

All Food Business operators shall ensure that the following conditions are complied with at all times during the course of its Food Business.


Food Business Operators Shall:

1. Display a true copy of the license granted in Form C shall at all time at a prominent place in the premises.
2. Give necessary access to licensing authorities or their authorized personnel to the premises.
3. Inform authorities about any change or modifications in activities.
4. Employ at least one technical person to supervise the production process. The person supervising the production process shall possess at least a degree in science with Chemistry/ Bio-chemistry/ Food and nutrition/ Microbiology or a degree or diploma in Food Technology/ Dairy Technology/ Dairy Microbiology/ Dairy chemistry/ Dairy engineering/ Oil technology/ Veterinary science/ Hotel management & Catering technology or any degree or diploma in any other discipline related to the specific requirement of the business from a recognized university or institute or equivalent.
5. Furnish periodic annual return 1st April to 31 st March, with in 31 st May of each year. For collection/ handling/manufacturing of milk and milk product half yearly return also to be furnished as specified.
6. Ensure that no product other than the product indicated in the license /registration is produced in the unit.
7. Maintain factory's sanitary and hygienic standards and workers hygiene as specified in the schedule-4 according to the category of food business.
8. Maintain daily records of production, raw materials utilization and sales separately.
9. Ensure that the source and standards of raw material used are of optimum quality.
10. Food business operator shall not manufacture , store or expose for sale or permit the sale of any article of food in any premises not effectively separated to the satisfaction of the licensing authority from any privy, urine, sullage ,drain or place of storage of foul and waste matter
11. Ensure clean-in-place system (whatever necessary) for regular cleaning of machine & equipment.
12. Ensure testing of relevant chemical and/or microbiological contaminants in food products in accordance with these regulation as frequency as required on the basis of historical data and risk assessment to ensure production and delivery of safe food through own or NABLaccredited/ FSSAI recognized labs atleast once in six month.
13. Ensure that as much as possible the required temperature shall be maintained throughout the supply chain from the place of procurement or sourcing till it reaches the end consumer including chilling, transportation, storage etc.
14. The Manufacturer/ Importer/ Distributer shall buy and sell food products only from, or to , licensed / registered vendors and maintain record thereof.



Other Condition

1. Proprietors of hotels, restaurants and other food stalls who sell or expose for sale savouries, sweets or other article of food shall put up a notice board containing separate lists of the articles which have been cooked in ghee, edible oil, vanaspati and other fats for the information of the intending purchasers.
2. Food business operator selling cooked or prepared food shall display a notice board containing the nature of articles being exposed for sale.
3. Every manufacture (including ghani operator) or wholesale dealer in butter, ghee, vanaspati, edible oils, solvent extracted oil, de oiled meal, edible flour and any other fats shall maintain a register showing the quantity of manufactured, received or sold, nature of oil seed used and quantity of de oiled meal and edible flour used etc. as applicable and the destination of each consignment of the substances sent out from his factory or place of business, and shall present such register for inspection whenever required to do so by the licensing authority.
4. No producer or manufacturer of vegetable oil, edible oil and their products shall be eligible for license under this act, unless he has own laboratory facility for analytical testing of samples
5. Every sale and movement of stocks of solvents- extracted oil, 'semi refined' or 'raw grade I', edible groundnut flour or edible coconut flour, or both by the producer shall be a sale or movement of stocks directly to a registered user and not to any other person, and no such sale or movement shall be effected through any third party.
6. Every quantity of solvent-extracted oil, edible groundnut flour or edible coconut flour, or both purchased by a registered user shall be used by him in his own factory entirely for the purpose intended and shall not be re-sold or otherwise transferred to any other person :
Provided that nothing in this sub-clause shall apply to the sale or movement of the following:-
 1. Karanjia oil
 2. Kusum oil
 3. Mahua oil
 4. Neem oil
 5. Tamarind seed oil
 6. Edible groundnut flour bearing the I.S.I certification mark
 7. Edible coconut flour bearing the I.S.I certificate mark
7. No food business operator shall sell or distribute or offer for sale or dispatch or deliver to any person for purpose of sale any edible oil which is not packed, marked and labeled in the manner specified in the regulations unless specifically exempted from this condition vide notification in the official Gazette issued in the public interest by food safety commissioners in specific circumstances and for a specific period and for reason to be recorded in writing.


WEST BENGAL POLLUTION CONTROL BOARD

PARIBESH BHAWAN

10A, Block-LA, Sector-III, Bidhannagar, Kolkata - 700 098



Certificate for "Consent to Establish"

No. 851/POL/DIC/How-19-20 GREEN CATEGORY Date: 1/11/2019

The West Bengal Pollution Control Board hereby grants its "Consent to Establish" under section 25 (i) of Water (Prevention & Control of Pollution) Amendment Act, 1988 and section 21 of Air (Prevention & Control of Pollution) Amendment Act, 1987 and the Rules and Orders made thereunder to

M/s KISHORI MOHAN DUTTA & BROS. (DUTTA CABIN)

for its unit located at

4/3, Rishi Bankim chandra Road, Howrah - 711 101to establish the industrial plant and to manufacture/store/install Cooked Food (Restaurant)

and to discharge liquid effluents through outlets/outfalls and to emit the gaseous emission in accordance with the conditions as mentioned below provided on any day at any instant the quantity and quality of liquid discharge and gaseous emission shall not exceed the permissible limit as specified in the Environment (Protection) Act, 1986.

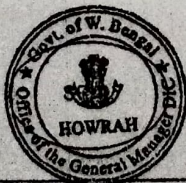
Breach of the conditions and/or failure to comply with the directions/conditions as stated below shall render the applicant liable for prosecution under the provisions of Water (Prevention & Control of Pollution) Act, 1974 and Air (Prevention & Control of Pollution) Act, 1981.

The State Board reserves its right to revoke, withdraw or make any reasonable variation of the conditions or change or alter this consent by giving one month's notice to the applicant.

Conditions Investment in P/M RS. 2,50,000/-
Investment in L/B + P/M upto 30 lakh only.

01. The Applicant shall be responsible for the quantity and quality of liquid effluent and gaseous emissions.
02. The Applicant shall ensure maintaining the quality of liquid effluent discharge and air emissions within statutory limits as mentioned in Environment (Protection) Act, 1986 and Rules made thereunder.
03. The Applicant should adopt suitable measures to treat the liquid effluent to reduce the pollutional load so that quality of the same meets the prescribed standard.
04. The Applicant shall have to apply to this Board for its 'Consent to Operate' as per provisions of Water (Prevention & Control of Pollution) Act 1974 and Air (Prevention & Control of Pollution) Act, 1981 for discharge of liquid effluent and gaseous emissions. No liquid effluent and gaseous emission shall be discharged by the Applicant/unit without prior consent of the Board.
05. To bring into any change in industrial plant, furnace, fuels, chimneys, place and/or point discharge of liquid and gaseous effluents, pollution control equipments the Applicant shall obtain prior permission of the Board in this regard.
06. The Applicant shall maintain good house keeping, good working condition and take adequate measures for control of pollution from all sources.
07. The Applicant shall bring about at least 33% of the available open land under green coverage/plantation.
08. The Applicant shall ensure that fugitive emissions from the activity are controlled so as to maintain clean and safe environment in and around the factory premises.
09. The Applicant shall provide drainage system for conveying liquid wastes.
10. The Applicant shall allow the officers of the Board to enter into the applicant's premises at any reasonable time for inspecting the unit.
11. The solid waste generated within the factory premises, sweepings etc. be disposed off scientifically so as not to cause any nuisance/pollution.
12. The Applicant should adopt adequate precautionary measures to prevent any inconvenience or annoyance to the denizens of the locality due to its activity or be a cause for environmental concern.
13. In case of using Diesel Generator, adequate precautionary measures to be taken as per norms fixed up by CPCB.
14. Fire licence to be obtained from Competent authority.

For and on behalf of the West Bengal Pollution Control Board



This Certificate is Valid
for 5 (five) years from
the date of issue
and Conversion Certified
to be obtained from
appropriate authority

General Manager
District Industries Centre
Ex-officio Environment Officer
West Bengal Pollution Control Board

General Manager
District Industries Centre, Howrah

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WEST BENGAL POLLUTION CONTROL BOARD

Paribesh Bhawan, 10A, Block - LA, Sector III, Salt Lake

Kolkata - 700 098, INDIA; Ph 335 9088, & Fax: (0091) (33) 335 8073

Application Form for Consent to Operate for Green Category Industries

Application for Consent to Operate for discharge of effluent, under Section 25 and Section 26 of Water (Prevention and Control of Pollution) Act, 1974 and emission/continuation of emission under Section 21 of the Air (Prevention and Control of Pollution) Act, 1981.

Application No. : 5927046

Date of Submission : 27/10/2024

Category : GREEN

Industry Type : Hotels (up to 20 rooms and without boilers)

To
The Member Secretary
West Bengal Pollution Control Board
Kolkata

From (Name and address of the unit)
KISHORI MOHAN DUTTA & BROTHERS
4/3, RISHI BANKIM CHANDRA ROAD, HOWRAH -
711101

I/We hereby apply for 'Consent to Operate'(fresh/renewal) under [i] sub-section (2) of Section 25 and 26 of Water (Prevention & Control of Pollution) Act, 1974 to make discharge from land premises and [ii] sub-section (2) of Section 21 of the Air Water (Prevention & Control of Pollution) Act, 1981 to make emission from the industrial plant owned by M/s. SOURIBIBHA DUTTA for its unit located at 4/3, RISHI BANKIM CHANDRA ROAD, HOWRAH - 711101 Tel No.033-7980990983 Fax.-

I/We hereby further declare that the information furnished below and in Appendices/Annexures are correct to the best of my knowledge. I/We hereby submit that in case of change of status in regard of any of the information provided a fresh application shall be made as required under the provisions of the related Acts. I/We hereby agree to submit to the Board, application for renewal of consent two months in advance of the related date of expiry of the consented period, if to be continued thereafter. I/We undertake to furnish any other information within seven days of it's being called for by the State Board.

I/We enclose herewith Challan of Rs.

deposited at Branch dated in favour of West Bengal Pollution Control Board being the Consent to Operate application fee.

Industry Information

Scale : Small Scale	No. of staff : 10	Gross capital investment in Lakhs. : 2[[land, building, plant, machinery excluding capital investment on pollution control system] (supported by affidavit, certificate from Chartered Accountant or annual report)		
Raw material(s): (attach additional sheet if required)		Raw Material Name	Quantity/day	
		1	RICE	
		80 Kg/Day	2	
		WATER	0.5 Kilo Liters/Day	
		3	VEGITABLE	
		20 Kg/Day	4	
		MEAT, FISH, CHICKEN	19 Kg/Day	
		5	GROCERY ITEMS	
		12 Kg/Day	6	
WHEAT & FLOUR	7 Kg/Day			
7	OTHER INGREDIENTS			
Product(s) : (attach additional sheet if required)		Product/By product Name	Production Capacity(Per Month)	Average Production(Per Month)
		RESTAURANT	500 Numbers/Day	480 Numbers/Day
Water consumption(KLD) Industrial - Domestic -		Source Consumption	Quantity (KL/D)	
		Domestic	0.2	
		Others(Washing)	0.3	
Wastewater quantity(KLD) Industrial - Domestic -		Source of Waste Water	Quantity (KL/D)	
		Domestic purpose	0.016	
		Others COCKING & WASHING PURPOSE	0.024	
Wastewater treatment facility.if any (attach additional sheet if required)		Final discharge to:		
No. of STP	Type of Discharge	STP Capacity per day	Final Discharge to/Final point of disposal	
Diesel Generator Sets				
No. of DG sets	Capacity of each DG sets	Height of the stack above DG sets	Height of the DG room	
Noise pollution control measures				

~~21~~

Acoustic enclosure/acoustic treatment of DG room	Exhaust mufflet	
Air emission sources : (attach additional sheet if required)		
Air pollution control devices : (attach additional sheet if required)		
Type	Name	Specification
Existing		HOOD, DUCU & CHIMNEY ATTACHED TO OVEN
Solid waste : Nature	Nature	Quantity
	WASTE FOOD	15
Name of applicant : SOURIBIBHA DUTTA		
Designation : PARTNER		
Seal of the Company		Signature of the applicant
Address of applicant : 4/3, RISHI BANKIM CHANDRA ROAD, HOWRAH - 711101		Contact Tel. no. of the applicant : 033-7980990983

Check-list of accompaniments: [Please put tick mark (-) as applicable]

- The THIRD PART of the challan (in original) as proof of deposition of consent application fee
- Undertakin/Affidavit/Annual Report/certificate from a Chartered Accountant (Item No.05)
- Additional sheet against Raw material and Quantity
- Additional sheet against Product and Quantity
- Additional sheet against Wastewater treatment facility
- Additional sheet against Air emission sources Additional sheet against Air pollution control devices

- Notes: => All enclosures, documents and analysis reports of Board's recognised laboratories must be signed/ countersigned by the applicant with official seal.
- => All subsequent correction in the application form and enclosures should be signed by the applicant or any person authorised by the applicant.
- => The form is to be filled preferably in by typewriting or legible hand writing.



Government of West Bengal
West Bengal Form No. 393Z (28)

License under the West Bengal Fire Services Act, 1950

License no.: FL0125182231301096

Date: 13-11-2023

License is hereby granted to KISHORI MOHAN DUTTA & BRS under Section 12 of the West Bengal Fire Services Act, 1950, to use the building or place being No. (a) 2, Rishi Bankimchandra Road, Howrah, Pincode - 711101, P.S. - Howrah, Nearest Fire Station - Howrah as a warehouse/workshop for storing or processing or keeping (b)

1. Gas Cylinder(LPG) - 39 Kg.

subject to the conditions noted below and such other conditions as may be prescribed.

It is hereby acknowledged that a sum of Rs. 2000 being the license fee due by the said KISHORI MOHAN DUTTA & BRS for the period from 13/11/2023 to 12/11/2024 in respect of the aforesaid license has been received @Rs. 2000 per annum.

CONDITIONS ABOVE REFERRED TO:

- (1) The warehouse/workshop shall at all times be open to inspection by such officer or officers, being member or members of the Fire Brigade, as may be appointed by the Director General of Fire Service.
- (2) The warehouse/workshop shall conform to the conditions prescribed under Section 12 of the West Bengal Fire Services Act, 1950.
- (3) No article referred to in the Clause (l) of Section 12 of the West Bengal Fire Services Act, 1950, shall be made, prepared, dried or treated in any manner on the top or roof of any building constituting or forming a part of a warehouse.
- (4) No person shall be allowed to use as residence any part of the warehouse or to bring into the warehouse any match-boxes or match-sticks or any artificial light not duly and thoroughly protected or to smoke within the warehouse while jute or cotton is stored therein.
- (5) Needs to renewed within next 1 Year

Signature valid

Digitally Signed
Name: Pampa Tanning Shree
Date: 13 Nov-2023 20:22:01
Reason: Approved
Location: West Bengal

Collector

Fire License Section,
13D, Mirza Ghalib Street, Kolkata - 16



Government of West Bengal
OFFICE OF THE COLLECTOR OF FIRE LICENSE
 Fire License Section, 13D, Mirza Ghalib Street, Kolkata - 16

Memo No: DN/GFL/0125182231301096

From.
 The Collector,
 Fire License,
 West Bengal Fire & Emergency Services.

To: KISHORI MOHAN DUTTA & BRS

Sub: Demand Notice for Issuance of Fire License

In pursuance of the reference to the Fire License application submitted in respect to the above proposal, this is to inform you that Fire License will be issued, subject to the payment of fee amounting to Rs. 2000. You are hereby requested to remit the above amount within 15 days from the date of issuance of Demand Notice.

Amount in Words: Rs. Two Thousand

Mode of Payment:

You are requested to deposit the above demand fees under the Head of Account 0070-60-109-001-13(0070- Other Administrative Service, 60-109-Fire Protection of Control, 001 - Fees Under the West Bengal Fire Services Act, 13 - License Fees) by **online mode only through the Payment Link available in West Bengal e-District Portal (<https://edistrict.wb.gov.in/PACE/>)** after login using your user id and password used for the submission of the above application within **15 (Fifteen) days** from the date of issue of this notice positively.

Signature valid

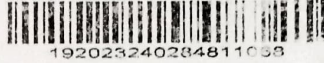
Digitally Signed,
 Name: Partha Pratap Chatterjee
 Date: 10-Nov-2023 13:03:31
 Reason: Approved
 Location: West Bengal

Collector
Fire License Section
13D, Mirza Ghalib Street, Kolkata - 16

Date: 10-11-2023
Place: Fire License Section
13D, Mirza Ghalib Street, Kolkata - 16



Govt. of West Bengal
WB e-district
GRIPS eChallan



192023240284811068

GRN Details

GRN:	192023240284811068	Payment Mode:	SBI Epay
GRN Date:	13/11/2023 20:16:03	Bank/Gateway:	SBIePay Payment Gateway
BRN :	7726345509028	BRN Date:	13/11/2023 20:16:29
Gateway Ref ID:	331791853941	Method:	State Bank of India UPI
GRIPS Payment ID:	131120232028481105	Payment Init. Date:	13/11/2023 20:16:03
Payment Status:	Successful	Payment Ref. No:	0125182231301096

[Id Number]

Depositor Details

Depositor's Name: Mr. Anjan Kumar Dutta
 Address:
 Mobile: 9688233004
 Email: dasfire@gmail.com
 Period From (dd/mm/yyyy): 13/11/2023
 Period To (dd/mm/yyyy): 13/11/2023
 Payment Ref ID: 0125182231301096
 Dept Ref ID/DRN: 0852023013113342

Payment Details

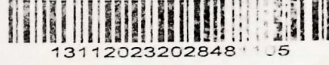
Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	0125182231301096	Fire License Fees	0070-c0-109-001-13	2000
Total				2000

IN WORDS: TWO THOUSAND ONLY.

PAID



Government of West Bengal
GRIPS 2.0 Acknowledgement Receipt
Payment Summary



131120232028481105

GRIPS Payment Detail

GRIPS Payment ID:	131120232028481105	Payment Init. Date:	13/11/2023 20:16:03
Total Amount:	2000	No of GRN:	1
Bank/Gateway:	SBI EPay	Payment Mode:	SBI Epay
BRN:	7726345509028	BRN Date:	13/11/2023 20:16:29
Payment Status:	Successful	Payment Init. From:	Department Portal

Depositor Details

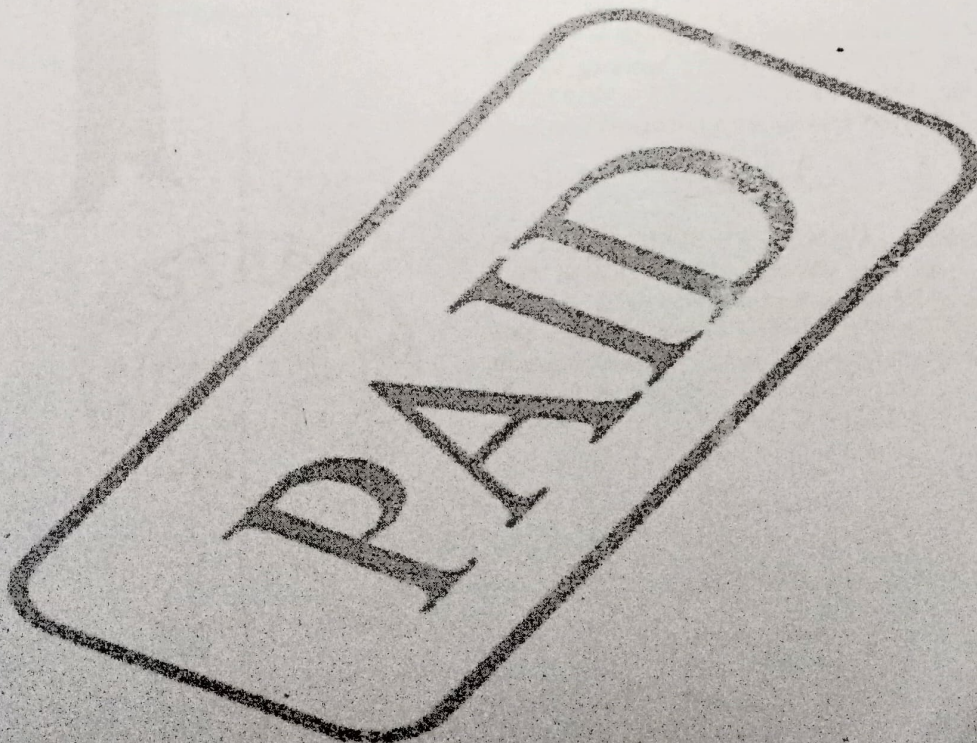
Depositor's Name: Mr. Anjan Kumar Dutta
Mobile: 9088233004

Payment(GRN) Details

Sl. No.	GRN	Department	Amount (₹)
1	192023240284811068	WB e-district	2000
Total			2000

IN WORDS: TWO THOUSAND ONLY.

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



Smt. Sonali Chatterjee
I.L.B., Advocate
Notary Govt. of India
Reg. No. 19600
Howrah District, W.B

Ph No. 9830337405 / 03326556087
Resi : 23/1/2, Raj Ballav Saha Lane.
Howrah-711101. Ph -03326400574.
Chem : 45/2, Sri Ram Dhang Road.
Salkia, Babudanga, Howrah-711106.



13 MAY 2024

Ref No. 50/May/08/2024

Date.....

NOTARIAL CERTIFICATE

(PURSUANT TO SEC 8 OF THE NOTARIES ACT, 1952)

TO ALL MEN THESE PRESENTS SHALL COME, I, SMT SONALI CHATTERJEE, a NOTARY PUBLIC of Howrah District, Practising as a NOTARY in the District of Howrah of the state of WEST BENGAL, WITHIN the Union of India, do hereby declare that the Paper Writing, Collecting marked "A" annexed hereto, hereinafter called the "PAPER WRITING A" is presented before me by the executant (s).

Souribikha Dutta
29th

Hereinafter referred to as the "executants"(s) on this, the 29th Day of April Two thousand twenty four

The executants(s) having admind the execution of the " Paper Writing A" in Respective hand(s), in the presence of the witness (es), who as such subscribe(s) Signature(s) hereon, and being satisfied as to the identity of the executants (s) and the said execution of the " Paper Writing A" and testify that the said execution is in the respective hand(s) of the execution (s).

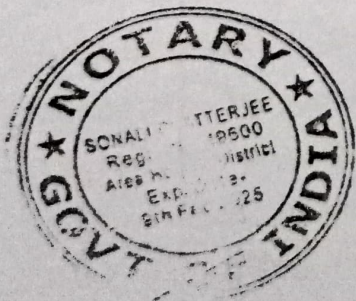
Adv. Siddhartha Chatterjee

AN ACT WHEREOF being required of a NOTARY, I have granted THESE PRESENTS as my NOTARIAL CERTIFICATE TO Serve and avail as need and Occasion said or may require.

Sonali Chatterjee

IN FAITH AND TESTIMONY WHEREOF I, SMT SONALI CHATTERJEE, the said NOTARY PUBLIC have here-into set and subscribe my hand and affirmed my NOTARIAL SEAL of my office at Howrah Judges Court, Howrah in the District of Howrah on this the 13th Day of May 2024

Sonali Chatterjee

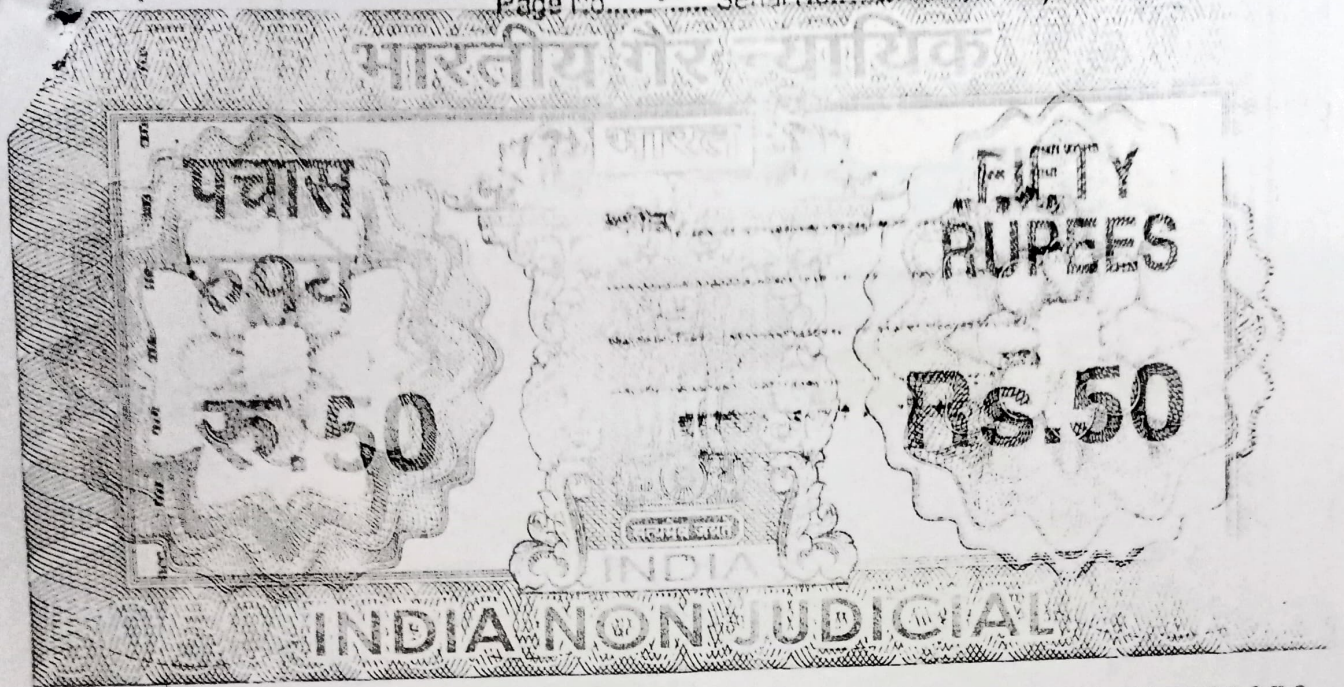


NOTARIAL NOTARIAL

SMT SONALI CHATTERJEE
NOTARY
GOVERNMENT OF INDIA
REGISTRATION NO - 19600
HOWRAH DISTRICT, W. B

Enteroo in Notarial Register n^o

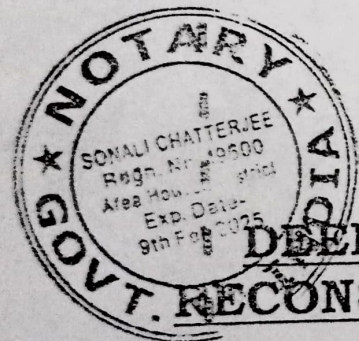
Page No. L Serial No. 501 May/08/2024



পশ্চিমবঙ্গ পহ্চিম বংগাল WEST BENGAL

AF 088878

BEFORE THE NOTARY PUBLIC, HOWRAH



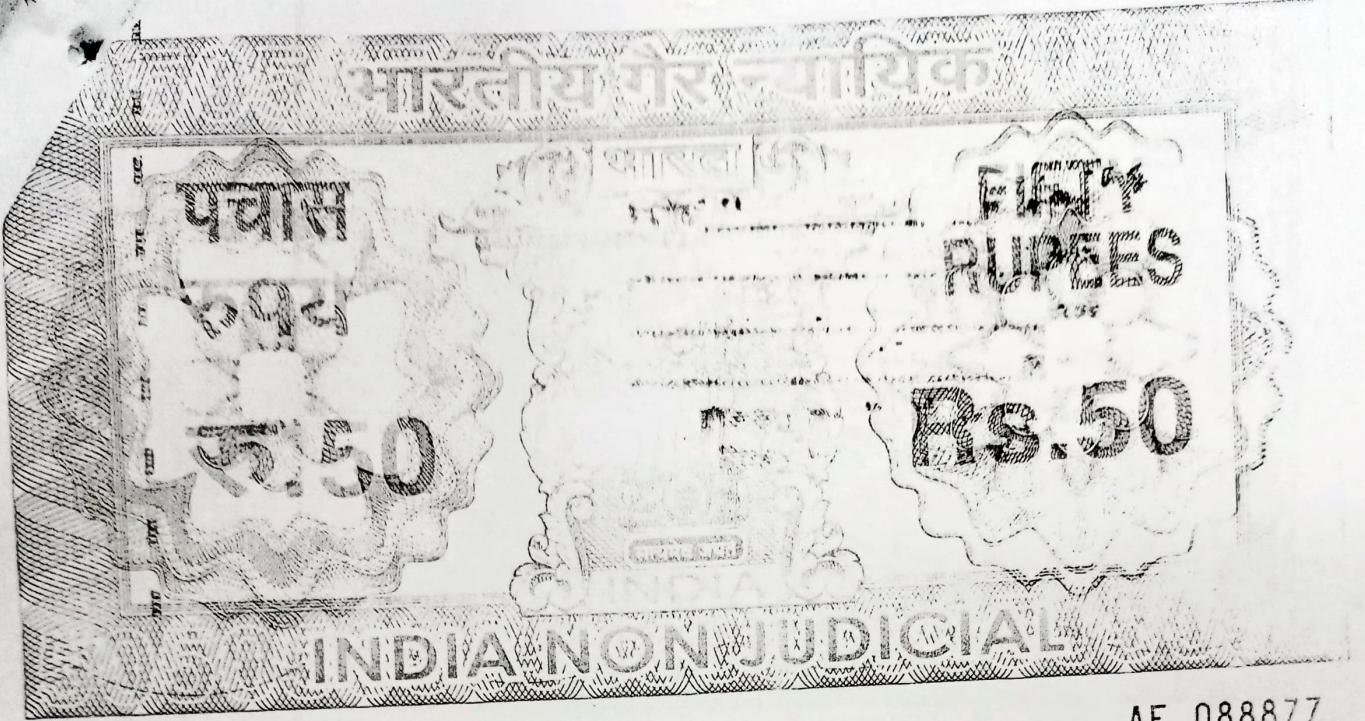
DEED OF RETIREMENT, ADMISSION & RECONSTRUCTION OF PARTNERSHIP DEED

THIS DEED is made on this the 20th day of April 2024 **BETWEEN (I) SMT. SOURIBIBHA DUTTA** (PAN - HCOPD1959N & Aadhaar No. 8395 7643 1547), wife of Late Anjan Kumar Dutta, by religion Hindu (Indian), by occupation Business, resident of 69/11, Barui Para Lane, P.O. Alambazar, P.S. Baranagar, District North 24 - Parganas, PIN - 700 035, **(II) SMT. SUBHASREE DUTTA** (PAN - FRUPD9634R & Aadhaar No. 7336 1461 3401), daughter of Late Anjan Kumar Dutta, by religion Hindu (Indian), by occupation Business, resident of 69/11, Barui Para Lane, P.O. Alambazar, P.S. Baranagar, District North 24 -

Contd.....

SONALI CHATTERJEE
Notary Govt. of India
Regn. No. 19600
Area Howrah District

2024



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

AF 088877



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Parganas PIN - 700 035, hereinafter called the **SUBSTITUTING / CONTINUING PARTNERS OF THE FIRST PART.**

AND

(I) **SMT. ARCHITA DUTTA** (PAN - ANPPD9333B & Aadhaar No. 3169 6201 8343), wife of Late Raja Dutta, by religion Hindu, by occupation Business, resident of 353/1, Banamali Banerjee Road, P.O. & P.S. Haridevpur, District South 24 - Parganas, PIN - 700 082, (II) **MISS. MAYUREE DUTTA** (PAN - COIPD4246P & Aadhaar No. 7824 7911 4644), daughter of Late Raja Dutta, by religion Hindu, by occupation Business, resident of 353/1, Banamali Banerjee Road, P.O. & P.S. Haridevpur, District South 24 - Parganas, PIN - 700 082, hereinafter called the **INCOMING PARTNERS OF THE SECOND PART.**

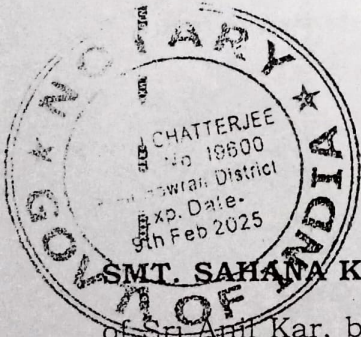
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13 MAY 2024



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

AF 088876



:: 3 ::

AND

SMT. SAHANA KAR (PAN - AREPK3410F & Aadhaar No. 6058 4609 6351), wife of **Sri Anil Kar**, by religion Hindu, by occupation Business, resident of AC-283, Chirantan Apartment, Prafulla Kanan, P.O. & P.S. Kestopur, District South 24 - Parganas, PIN - 700 101, hereinafter called the **OUTGOING / RETIRING PARTNER OF THE THIRD PART.**

WHEREAS the Retiring/Outgoing Partner of the Third Part and Anjan Kumar Dutta (predecessor-in-interest of the substituting / continuing partners hereof) jointly by virtue of a Deed of Partnership dated 05/04/2005 have been carrying a business on partnership under the name and style of "**M/S. KISHORI MOHAN DUTTA & BROTHERS**" having its office and place of

Contd.....

3 MAY 2024

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:: 4 ::

business at 4/3, Chand Mari Ghat, P.O. Howrah, P.S. Golabari, District Howrah, PIN - 711 101 and each having following shares :-

Anjan Kumar Dutta, since deceased (predecessor-in-interest of substituting / continuing partners of First Part)	:	62%
Smt. Sahana Kar (Retiring Partner of the 3 rd Part)	:	38%

AND WHEREAS previously Raja Dutta (predecessor-in-interest of the incoming partners hereof) and Anjan Kumar Dutta (predecessor-in-interest of the substituting / continuing partners hereof) jointly carrying on said partnership business and after sudden untimely demise of said Raja Dutta the Retiring/Outgoing Partners of the 3rd Part Smt. Sahana Kar duly introduced in place of said Raja Dutta, since deceased and since then said Anjan Kumar Dutta and Smt. Sahana Kar as partners of the same jointly carrying on said partnership business continuously and uninterruptedly.

AND WHEREAS few months ago on 1.2.2024 said Anjan Kumar Dutta died intestate and in terms of the partnership deed dated 5.4.2005 the heirs of said Anjan Kumar Dutta viz. Smt. Souribibha Dutta and Smt. Subhasree Dutta duly substituted in place of said deceased Anjan Kumar Dutta according to law

(though no former document has been created for that) and now they have been created hereof as continuing partners of the one part.

AND WHEREAS ultimately however said Smt. Sahana Kar expressed her desire to retire from said partnership business and she also proposed that in her place the heirs of said Raja Dutta, since deceased (i.e. one of the erstwhile partners) be introduced as incoming partners and simultaneous with their introduction into the partnership said Smt. Sahana Kar retired from partnership.

AND WHEREAS following such proposal and expression of the Outgoing/Retiring Partners of the Third Part an exhaustive discussion took place amongst all related persons wherein it has been settled that whatever rights, assets, liabilities of the partnership existed in the account of said Anjan Kumar Dutta, since deceased henceforth that would be devolved in favour of the substituted / continuing partners of one part and all the entry, right, share,

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12 MAY 2024

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assets and liabilities of partnership existed in the account of said Smt. Sahana Kar that has been relinquished by her in favour of Smt. Archita Dutta and Miss. Mayuree Dutta i.e. incoming partners of the 2nd part and accordingly as such the same has been enjoying by said Smt. Archita Dutta and Miss. Mayuree Dutta i.e. incoming partners of the 2nd part.

NOW THIS INDENTURE WITNESSETH that in further pursuance of the agreement and in consideration of the premises the outgoing/retiring partner do hereby assign to the Incoming Partners of the Second Part ALL THAT share and interest of outgoing/Retiring Partner and in the goodwill and also all other rights and interest belonging to the Outgoing/Retiring Partner of the Third Part in connection with the Partnership Business coupled with all her rights, title and interest whatever it may be is being devolved upon the incoming partners of the second part and the Retiring Partner retire from the business from the date of effect of these present. **AND TO HOLD THAT THE** Substituting/Continuing Partners of the First Part shall continue their entry in the partnership as of right in place of said Anjan Kumar Dutta, since deceased. That henceforth the Retiring Partner of the Third Part shall have no right, interest and/or claim over and/or in respect of said Partnership Business in any manner whatsoever.



AND WHEREAS for the sake of avoiding all future differences and disputes amongst them the parties hereto reconstructed the Partnership Deed in the following manner.

AND WHEREAS principal terms and conditions of the firm are as followings :-

- 1) **NAME & STYLE** : That the partnership shall be carried on under the name and style of "M/S. KISHORI MOHAN DUTTA & BROTHERS".
- 2) **PLACE OF BUSINESS** : That the business of the partnership is already existing and it has been carried on and the office of the partnership shall be at 4/3, Chand Mari Ghat, P.O. Howrah, P.S. Golabari, District Howrah, PIN - 711 101 and the partners may change the address of business at any time on the basis of their mutual understanding.

13-MAY 2024

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3) **BUSINESS** : That the nature of business of the Partnership is Restaurant Business and other like nature business.

4) **CAPITAL** : That the capital of the partners will be that whatever capital of the business as existing that would be distributed as follows :-

- | | | | |
|-------|--|---|-----|
| (i) | Smt. Souribibha Dutta (Substituting/
Continuing Partners of the 1 st Part) | : | 31% |
| (ii) | Smt. Subhasree Dutta (Substituting/
Continuing Partners of the 1 st Part) | : | 31% |
| (iii) | Smt. Archita Dutta
(Incoming Partners of the 2 nd Part) | : | 19% |
| (iv) | Miss. Mayuree Dutta
(Incoming Partners of the 2 nd Part) | : | 19% |

5) **SHARES** : That the shares of the Partners in the profits and losses of the partnership shall be as under :-

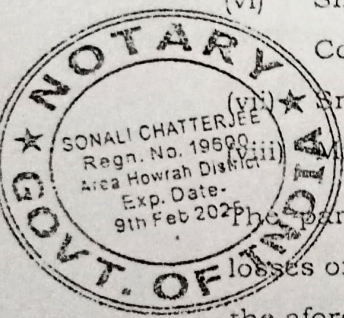
- | | | | |
|--------|--|---|-----|
| (v) | Smt. Souribibha Dutta (Substituting/
Continuing Partners of the 1 st Part) | : | 31% |
| (vi) | Smt. Subhasree Dutta (Substituting/
Continuing Partners of the 1 st Part) | : | 31% |
| (vii) | Smt. Archita Dutta (Incoming Partners of the 2 nd Part) | : | 19% |
| (viii) | Miss. Mayuree Dutta (Incoming Partners of the 2 nd Part) | : | 19% |

The parties hereto have agreed to divide and distribute the profits and losses of this partnership with further effect from the 1st day of April 2024 in the aforesaid ratio.

6) **WITHDRAWAL** : That the withdrawal of any sum by way of expected profits shall not be permitted without the consent of the other partner. The amount so withdrawn shall be adjusted with the share of profit of the withdrawing partner at the time of preparing the annual account of the profits and losses of the partnership. In case the partnership accounts do not exhibit a profit to the extent of such withdrawals, such excess of withdrawals shall have to be refunded forthwith by such partner. However, partners having relative surplus of capital calculated on the basis of their profit sharing ratio will be allowed to withdraw such surplus on an appointed date.

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13 MAY 2024



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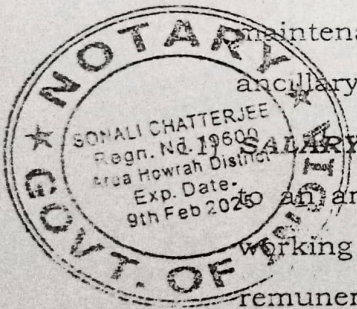
- 7) **BANKING ACCOUNT** : That the Banker of the Partnership shall be any Nationalized or Private Bank and all partnership money (not required for current expenses) shall be deposited into the account of the Firm.

The Bank account shall always be operated by joint signatures (i) Smt. Souribibha Dutta (one of the Partners of the First Part) and (ii) Smt. Archita Dutta (one of the Incoming Partners of the 2nd Part) and without their joint signatures no bank transaction be made at any material point of time.

- 8) **YEAR** : That the Financial Year of the Firm shall be from 1st day of April of the current year to 31st March of the following year.

- 9) **DUTIES** : That the partners shall be true and just to one another in all their transactions and dealings and shall at all times during the continuance of the partnership diligently and faithfully employ themselves in the conduct and management of the business and the concerns of the partnership shall always act in the best interest of the Firm.

- 10) **MANAGEMENT** : That the aforesaid partners of the Firm will be the working partners and will look after the affairs of the business of the Firm, maintenance of accounts, audit, tax matters and all works incidental or ancillary thereto diligently and honestly and to the best of their ability.



- SALARY** : That the partners will be the working partners and will be entitled to an amount of salary or remuneration by the Firm per month, and the working partners shall be entitled to get and/or receive salary or remuneration from the firm as per provision of Section 40(b) of the Income Tax Act, 1961 in the following manner subject to following conditions :-

As regards quantification of salary the book profit is to be considered.

- (i) Upto the limit of Book Profit of Rs. 3,00,000/- the partners will be entitled to get salary at the rate of 90% of the Book Profit.
- (ii) On the balance of the Book Profit above Rs. 3,00,000/- the partner will be entitled to get salary at the rate of 60% of the Book Profit over and above the amount specified to sub-clause (i) above

Quantum of allowable salary out of Book Profit arrived at after considering the sub-clause shall be entitled and distributed between the partners in

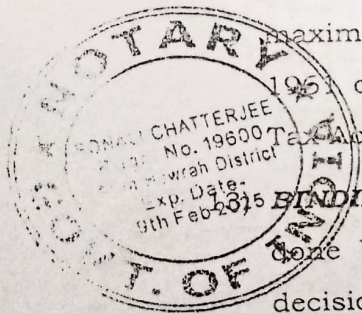
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13 MAY 2024

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their profit sharing ratio. But in case of loss of the business the salary of the partners of the firm shall be restricted to Rs. 1,50,000/- collectively and shall be distributed amongst the partners as per their sharing ratio i.e. in respect of their profit sharing ratio. That the partners hereof shall be entitled to alter the mode of quantification and/or limit of remuneration as may be agreed to by and between the partners from time to time. That if any of the partners falls ill and is unable to perform his/her duty in the partnership firm due to some unavoidable circumstances said partner shall also be entitled to have salary and the share of profit accordingly.

- 12) **INTEREST ON CAPITAL** : That the capital of the Partnership Firm is being form by contribution made by the parties hereto (i.e. existing partners of the firm) in the manner as aforesaid and further to the extent decided by them mutually according to the need of the business. The Firm may obtain loans and deposits to meet the requirements of the business. Interest will be paid on the amount of capital contributed by the partners at the beginning of the accounting year as may be mutually decided by the partners subject to a maximum of 12% p.a. (as prescribed u/s 40(b)(iv) of the Income Tax Act 1951 or any other applicable provisions as may be in force in the Income Tax Act.



BINDINGS : All acts, deeds and things done by the partnership shall be done by mutual consent and all the Partners are equally liable to take decisions to run the business with the consent of the other. All loans to be binding on the Firm itself.

That each partner shall discharge her personal / private debt and liabilities if any and shall always keep the firm and other partners of the firm indemnified against any loss or damage for any of her private liabilities.

- 14) **INTRODUCTION** : No person can be introduced as a partner into the partnership without the consent and approval of the other Partners.
- 15) **PERSONAL DEBTS** : Each partner shall pay his/her separate debts punctually and indemnify the other party and save the capital and/or property of the partnership against any attachment, seizure or sale thereof.

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13 MAY 2024

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- 16) **RESTRICTION** : That without the consent in writing of the other Partners, one partner shall :
- (a) endorse or accept any note, bill of exchange or hundi or stand as surely, become bail or borrow any substantial loan or do or willingly suffer to be done anything to jeopardize the capital and/or assets of the Firm or hereby those may be attached or taken in execution ;
 - (b) Appoint or except in case of gross misconduct, dismiss any employee ;
 - (c) Compound, assign or release any debt of the partnership except upon payment in full; and
 - (d) Loan money or give credit to any person.
- 17) **NOTICE** : That all notice expressed to be given by any partner to another or by the partnership to any partner shall be given or sent by registered post at the address therein mentioned or such other address as may be recorded in the Register of Firms and no notice shall be less than 30 clear days.
- 18) **DECISION MAKING** : That in all matters relating to the management and conduct of the day to day business of the partnership, the partners shall take decision jointly.
- 19) **INTERPRETATION** : That in respect of matters not expressly provided herein, these shall be determined according to the provisions of the Indian Partnership Act, 1932 in force for the time being.
- It has been agreed by the partners hereof that by mutual consent they can convert the partnership business hereby constituted into a Private Limited Company under the Companies Act, 1956 if situation so demand.
- 20) **AMENDMENT** : That the clauses of this Deed shall be subject to alteration or amendment or variation by mutual consent to the extent permitted by the law of the land.
- 21) That the provisions of the Indian Partnership Act 1932 shall apply to this partnership subject however to the expressed terms and conditions contained in these presents.
- 22) **DISOLUTION/RETIREMENT & EXPLUSION** : That the partnership shall be once at will. Any partner can retire from the Firm by giving two months

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11 3 MAY 2024

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notice in writing to the other partners. The notice to retire shall be in writing and duly communicated to the other partners. On the death of any partner, the heirs or the legal representatives of the deceased partner either shall be joined in place of the deceased partner or entitled to withdraw the claim of the partners till his/her death in the partnership subject to the notice of his/her/their intention in writing on that matter. All major decisions will be taken by the Partners jointly.

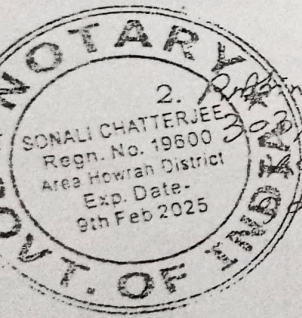
IN WITNESS WHEREOF the partners have executed this DEED OF PARTNERSHIP on the day, month and year first above written.

WITNESSES :-

1. *Ranai Chatterjee*
South Bagan
PO - Bagan
Howrah - 12
8588012025

✓ *Sowribibha Dutta 10/5/24*
✓ *Subhasree Dutta 10.05.2024*

SUBSTITUTING/CONTINUING PARTNERS OF THE 1ST PART.



2. *Rajendra Prasad Choudhary*
302/2 Acharya
Kolkata - 700106
51331335

✓ *Arcita Dutta - 10.5.24.*
✓ *Mayraa Dutta 10/5/24*

INCOMING PARTNERS OF THE 2ND PART.

Drafted & Prepared by me :-

Siddhanta Chatterjee
Advocate.

✓ *Sahana Kar 10/5/24*

Identification by the OUTGOING / RETIRING PARTNERS OF THE 3RD PART.
Ld Advocate

Signature Attested

Sonali Chatterjee

SONALI CHATTERJEE
Notary Govt. of India
Regn. No. 19600
Area Howrah District

13 MAY 2024

Hawala M.

B. R. S. 7

CALCUTTA PORT TRUSTNo. ¹³⁷⁰
~~1270~~ *hand*Dated 4th January 1984Received from Sri Ashit Kumar Datta & others.
sum of Rupees Six thousand only.(in Cash/by Cheque)on account of rent and other charges in respect of
land and govt. at Chandernaghat.
(Plat. no. H-25/1, H-25/3 and H-25/3j)
(Suspense a/c)Rupees 6000/-*[Signature]*
Financial Adviser &
Chief Accounts Officer,
Calcutta Port Trust.*[Signature]*
Head Clerk, B. R. Section.

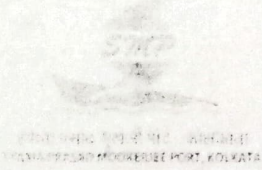
RECEIPT VALID ON REALISATION OF THE CHEQUE

How/L M.

B. R. S. 7

CALCUTTA PORT TRUSTNo. ¹³⁷⁰
~~1270~~ *hand*Dated 4th January 1984Received from Sri Ashit Kumar Dutta & others.sum of Rupees Six thousand only.(in Cash/by Cheque)on account of rent and other charges in respect of
land and grooming at Chandernaghat.(Plots no. H 25/1, H 25/3 and H 25/3/1)(Suspense etc)Rupees 6000/- *hand**hand*
3/1
Head Clerk, B. R. Section.*hand*
Financial Adviser &
Chief Accounts Officer,
Calcutta Port Trust.

RECEIPT VALID ON REALISATION OF THE CHEQUE



SYAMA PRASAD MOOKERJEE PORT, KOLKATA

Provisional Transactional Receipt

Receipt Number : KPTE2108202400002

Date & Time : 21-08-2024 15:12

RECEIVED FROM : ASHIT KR DUTTA & ORS.

PARTY CODE : 346

PAYMENT STATUS : Success

AMOUNT RECEIVED (e-Payment) : 13408.00

ADD T.D.S. : 0.00

TOTAL AMOUNT : 13408.00

Rs Thirteen Thousand Four Hundred Eight Only

FOR PLATE HL25/1

Bill Ref. No.: 2024/03/0960

Note:

- i) This document is only an acknowledgement of your payment. This is computer generated receipt and does not require physical signature.
- ii) Valid subject to realization of payment.
- iii) TDS Certificate towards deduction of tax should be submitted to Finance Department within 30 days from the end of the respective quarter.



SYAMA PRASAD MOOKERJEE PORT, KOLKATA

Provisional Transactional Receipt

Receipt Number KPTES3008202400003

Date & Time : 30-08-2024 16:11

RECEIVED FROM : ASHIT KR DUTTA & ORS.
PARTY CODE : 346
PAYMENT STATUS : Success

AMOUNT RECEIVED (e-Payment) :	17697.00
ADD T.D.S. :	0.00
TOTAL AMOUNT :	<u>17697.00</u>

Rs Seventeen Thousand Six Hundred Ninety Seven Only

TELEPHONE NO. 033-25551111

FAX NO. 033-25551112

This document is only an acknowledgement of your payment. This is computer generated receipt and does not require physical signature.
It is valid subject to realization of payment.
TDS Certificate towards deduction of tax should be submitted to Finance Department within 30 days from the end of the respective quarter.

30-08-2024 16:11

~~51~~

KOLKATA PORT TRUST
MONEY RECEIPT

(A/C Suspense/Compensation 1)
No. COMP/2018-2019/3717 Date: 06/03/2019

PARTY CODE : 346 PAN NO :

PLATE CODES : FOR PLATES HL25/1 ,

RECEIVED FROM : ASHIT KR DUTTA & ORS.

CHEQUE NO: 720068 DRAWN BANK: UBI

AMOUNT RECEIVED: 50000.00

ADD T.D.S.: 0.00

TOTAL AMOUNT: 50000.00

RUPEES FIFTY THOUSAND ONLY

THROUGH WHOM RECEIVED: HOWRAH-II

NARATION : Without prejudice to the rights and
contention of ko.p.t. accepted as part
payment of compensation charges. to be
kept in suspense a/c.

p.proceeding no 640 of 2004,hl
25/3,hl25/3/1

AS
Treasurer

Sl
Financial Adviser &
Chief Accounts Officer



*RECEIPT VALIDITY SUBJECT TO REALISATION
OF CHEQUE.

A.K. Dutta.
For A.K. Dutta & Ors.

C/E

52



To
The Estate Manager,
Kolkata Port Trust,
15, Strand Road,
Kolkata- 700001.

Date : 05.03.2019.

Sub : Payment of rent in respect of Plate Nos. HL-25/1,
HL-25/3 and HL-25/3/1 against the tenancy in
the name of A.K. Dutta & Others.

Respected Sir,

We are sending an amount of Rs. 50,000/- (Rupees Fifty
thousand only.) on account of rent against tenancy in the name of A.K.
Dutta & Ors. in respect of Plate Nos. HL-25/1, HL-25/3 and HL-25/3/1
through Bank Draft being Nos. 720068 UBI (SERAMPORE)
dated 28/02/2019

Kindly accept the same.

Thanking you,

Yours Sincerely,

A. K. Dutta,

For A.K. Dutta & Ors.



युनाइटेड बैंक ऑफ इंडिया
UNITED BANK OF INDIA

आह्वान कार्यलय का नाम / NAME OF DRAWING OFFICE

DDMMYYYY

Payee Only

SERAMPORE

मांग पर / ON DEMAND PAY

SRP217

*** KOLKATA PORT TRUST ***

को या उनके आदेश पर / OR ORDER
प्राप्त मूल्य के लिये

Valid for 3 months

रुपये/Rupees

Fifty Thousand only

अदा करें / FOR VALUE RECEIVED

*****50,000.00

Purchaser: PET'S CARE & CURE

720068

Payable at par at all branches excepting the issuing branch.

9611 Khullai 19/6

प्राधिकृत हस्ताक्षरकर्ता / AUTHORISED SIGNATORY(S)
(S.S.NO.)

Please sign above

कलकत्ता शाखा (DRAWING BRANCH)
MPDDQ

SERA31

***** Not Over INR. 50,000.00 *****

720068 0000270000

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11-2017

UNIONBANK OF INDIA LIMITED, KANUNGI, CHENNAI



rediffmail

Subject: IA in OA No. 104 of 2023/ EZ pending Before The Hon'ble NGT, EZB, Kolkata

From: Malabika RoyDey<mrdey@rediffmail.com> on Wed, 06 Nov 2024 22:57:24

To: <subhasdatta@rediffmail.com>, <cs-westbengal@nic.in>, <secy.ma-wb@gov.in>, <spsecy.env-wb@gov.in>, <chairman@kolkataporttrust.gov.in>, <gm@er.railnet.gov.in>, <commissioner.howrah@gmail.com>, <ms.wbpcb-wb@bangla.gov.in>, <dg@nmcg.nic.in>, <commhowrah@gmail.com>, <anirbanghosh@gmail.com>

1 attachment(s) - IA_of_Dutta_Cabin_compressed.pdf (8.95MB)

Sir(s),

Kindly find enclosed copy of Interlocutory Application in connection with the above mentioned matter and acknowledge the same.

Sincerely

Malabika Roy Dey
Advocate

So weibika Dutta

VAKALATNAMA

Before ~~The High Court At Calcutta~~ The Honorable National Green Tribunal, ERB, Kolkata

DISTRICT :

Constitutional Writ Civil Criminal Revisional
Appellate Jurisdiction

I.A. No. of 2024
ARISING OUT OF OA/104 of 2023/ERB
M/S KISHORI MOHA DUTTA and BROS.
Appellant
Petitioner

-Versus-

SUBHAS DUTTA and ORS.
Respondent
Opposite Party

Vakalatnama on behalf of SMT SOURIBIBHA DUTTA

Knows all men by these presents that by Vakalatnama, I/We appoint the Advocates noted below or any one of them my/our lawful Advocate or Advocates for filling the memorandum of appeal or petition of entering appearance

in the above matter for appearing conducting and arguing the same for depositing or withdrawing any money in connecting therewith for moving the Court in any matter connected therewith, for preparing the paper book in the case and for putting in papers, petitions, etc. On my/our behalf for filing, taking back any documents for withdrawing suits or appeals or petitions with permission to institute fresh suit etc. For signing and filing petitions of compromise in connections with the said matter and for taking copies of paper from the Record and I/We further say that any act done by my/our said Advocate or Advocates or by any one of them after accepting this Vakalatnama, shall be considered as my/our own true and lawful act.

And I/We further hereby agree and undertake to pay the said Advocates his or their fees as settled and all others sums that may be necessary to carry out the requisitions of the Court and otherwise to enable the said Advocates to conduct the case properly. Failing which the said Advocates after notice to me/us will be at liberty to withdraw from the further conducting the case.

IN WITNESS WHEREOF I/WE sign and execute this Vakalatnama on this the 06th day of NOVEMBER 2024

Name of Advocate:

MALABIKA ROY DEY
ADVOCATE
HIGH COURT, CAL
Email:- mrodey@rediffmail.com
(M):- 9051634204

Received this Vakalatnama from
the executant within named
Satisfied and accepted.

Malavika Kuyyay
ADVOCATE
06/11/2024

BEFORE THE HON'BLE NATIONAL
GREEN TRIBUNAL EASTERN ZONE
BENCH, KOLKATA

I.A. No. of 2024/EZ

(Arising out of ORIGINAL
APPLICATION NO. 104/2023/EZ)

In The Matter of:

M/s Kishori Mohan Dutta & Bros
(Dutta Cabin)

... Applicant

Versus

Subhas Datta & Ors.

... Respondents

**INTERLOCUTORY APPLICATION
ON BEHALF OF THE APPLICANT**

Filed by

MALABIKA ROY DE Y

Advocate

For The Applicant

Email: mrdey@rediffmail.com

(M): 9051634204

