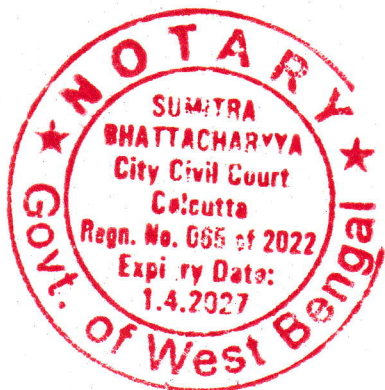


S.L. No. 9/25

BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL
EASTERN ZONE BENCH, KOLKATA
ORIGINAL APPLICATION NO. 179/2024/EZ



In The Matter of:

Altaf Ansari

... Applicant

Versus

State of West Bengal & Ors.

... Respondents

COUNTER AFFIDAVIT ON BEHALF OF THE RESPONDENT NUMBER
05, M/S SHIV SAKTI ENTERPRISE.

INDEX

SL	PARTICULARS	ANNEXURE	PAGE
1.	Affidavit		4-4
2.	Photocopies of all the documents as above referred to are collectively annexed herewith	R-1	5-16

Filed by

KRISHNENDU BERA
Advocate
For Respondent Number 6
Email: krishnendubera87@gmail.com
(M): 9804470595

BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL
EASTERN ZONE BENCH, KOLKATA
ORIGINAL APPLICATION NO. 179/2024/EZ

In The Matter of:

Altaf Ansari

... Applicant

Versus

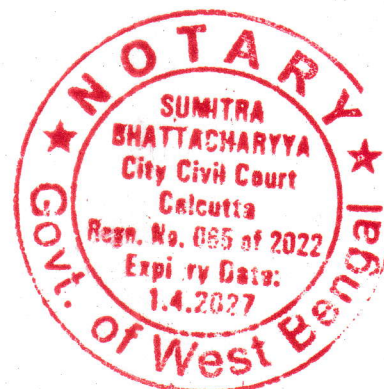
State of West Bengal & Ors.

... Respondents

COUNTER AFFIDAVIT ON BEHALF OF THE RESPONDENT NUMBER
05, M/S SHIV SAKTI ENTERPRISE.

I, Sri Arshad Ali, S/o Mohd. Iqbal, aged about 36 years, by faith-Islam, by occupation-business and presently residing at Chittadanga, Baktarnagar, City, Andul, Baktarnagar, Bardhman, P.S- Raniganj, Pin: 713347, do hereby solemnly affirm and declare as follows:-

1. That, I am one of the Partner of M/s Diamond Minerals and I have been duly authorised by the other partner to sign and affirm this affidavit.
2. That I have been aware of the present proceedings from the inspection carried out by the Committee constituted by the Hon'ble Tribunal.



3. That vide Solemn Order dated 04.12.2024 I have been impleade as respondent number 06 in this instant original application and have entered appearance through my learned advocate.

4. That on the last date i.e on 04.12.2024 the Hon'ble Tribunal had granted time to all the respondents for filing the counter affidavits.

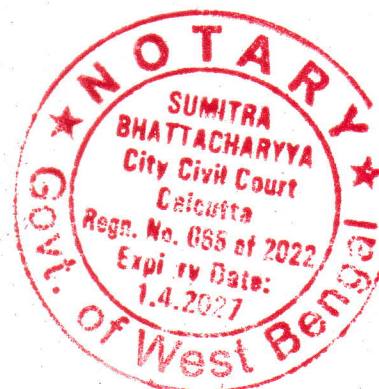
5. That in compliance to the Solemn Order this counter affidavit is being filed.

6. That as alleged in the letter petition there is no stone crusher plant rather the units located in the area including that of the deponent are recycling units which use wastage steel and iron slag and is not a stone crushing unit as alleged.

7. That the unit of the deponent is mainly engaged in the recycling process rather manufacturing.

8. That the unit possess the following documents for running its activities:

- (i) Deed of Conveyance
- (ii) Partnership Deed
- (iii) Professional Tax Registration
- (iv) MSME Registration



- (v) Trade License
- (vi) GST Registration
- (vii) NOC From Madanpur Gram Panchayet

Photocopies of all the documents as above referred to are collectively annexed herewith and marked with the letter 'R-1'.

9. That in the Joint Committee there are certain recommendations which the units are required to comply and this deponent states that his unit will comply with the same and already green belt has been completed and with regard to the other recommendations the same will also be complied and this deponent seeks some time to file the same.

10. That this deponent has high regard to the order of this Hon'ble Tribunal and will comply with the same as is directed and it is respectfully prayed that Hon'ble Tribunal may pass such order/orders as it deems fit and proper in the interest of justice.

Arshad Ali

Deponent

Identified by me

Krishnendu Bose

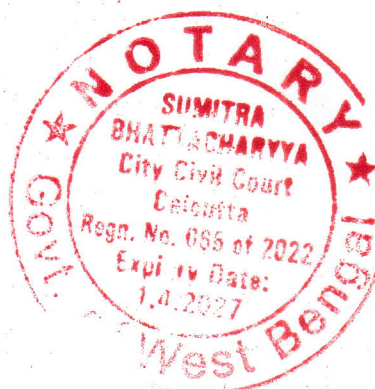
Advocate

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

Sumitra Bhattacharyya
Notary

Sumitra Bhattacharyya
Notary, Govt. of W.B.
Regd. No. 065 of 2022
City Civil Court, Calcutta

10 FEB 2025



4

VERIFICATION

I, the deponent within named state that this affidavit is verified at Kolkata by the deponent above named on this the 10th day of February, 2025 and say that the contents of this affidavit made in paragraph nos. 1 is true to my knowledge and those made in paragraphs no. 2 to 10, are true to my information derived from records and rest are my respectful submission before this Hon'ble Tribunal.

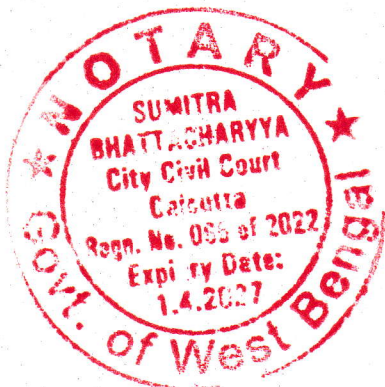
Arshad Ali

Deponent

Identified by me

Krishnendu Bera

Advocate

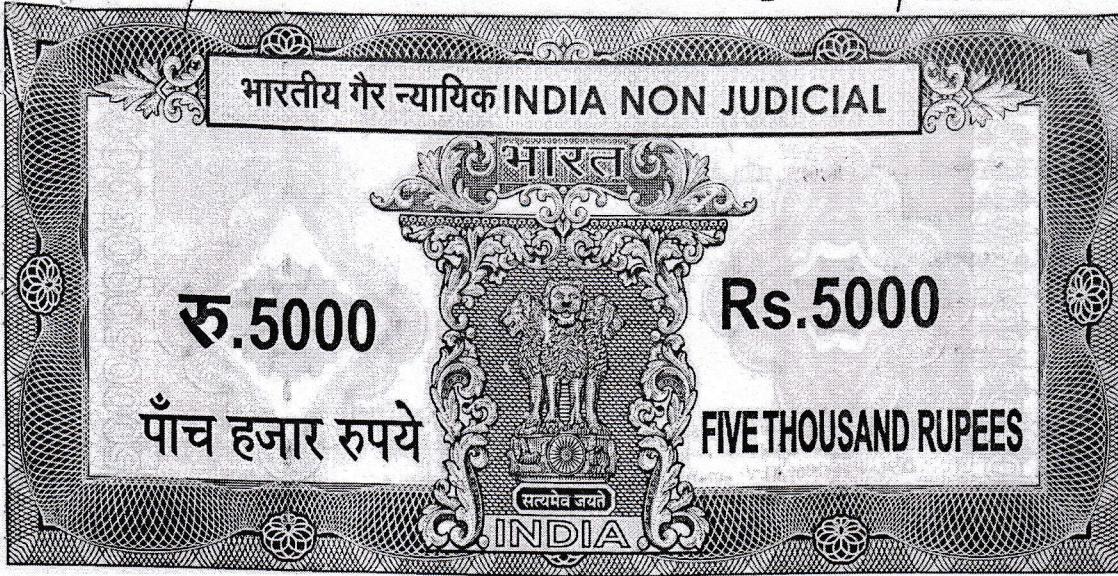


22/1/23

I-215/2023

Amexw-R 128

5



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

H 285170 H 285170

30/01/2023

certified that the Document is admitted to registration. The Endorsement Sheet attached with this document are the Part of this document.

Rajendra
STRICT SUB-REGISTRAR
Paschim Bardhaman

30 JAN 2023

GRN NO. 19-202223-027154055-8
QUERY No. 2000229613 for the year 2023
D.S.R. PASCHIM BARDHAMAN

DEED OF SALE

TOTAL AND AREA SOLD : 115 DECIMALS

PART OF L. R. PLOT NOS. 760 & 759

WITHIN MOUZA : BABUISOLE,

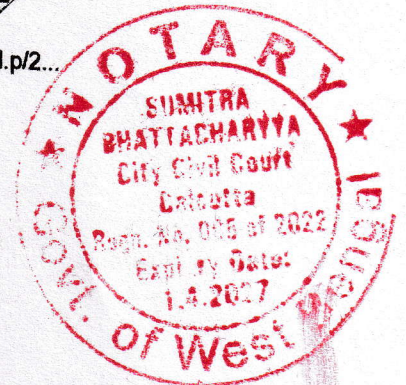
J. L. No. 46, P. S. ANDAL

DISTRICT : PASCHIM BARDHAMAN

CONSIDERATION VALUE PAID : Rs. 12,00,000/-
ASSESSED MARKET VALUE : Rs. 18,77,749/-

Contd.p/2...

9
1



-: 2 :-

THIS DEED OF SALE IS MADE BY :

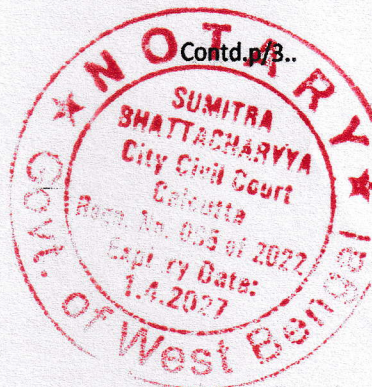
SRI. ASHIS KUMAR MUKHERJEE alias ASHIS MUKHERJEE (PAN No. APSPM 0568 E) son of Late Bholanath Mukherjee, Citizen of India, by faith Hindu, by occupation Business, resident of Village Madanpur, Post Madanpur 713321, Police Station Andal, District Paschim Bardhaman, hereinafter called and referred to as the SELLER (which expression shall unless been excluded by or repugnant to the context or the meaning, shall always include his heirs, assigns, successors and legal representatives) of the ONE PART.

The aforesaid SELLER is represented in this deed by his Constituted Attorney -
 (1) SRI. SUMIT MONDAL (PAN No. BRRPM 8941 B) son of Sri. Paban Mondal, Citizen of India, by faith Hindu, by occupation Business, resident of Babuisele Colony, Baktarnagar, Post Baktarnagar 713321, Police Station Andal, District Paschim Bardhaman, (2) SRI. BARUN MONDAL (PAN No. CXGPM 8363 R) son of Sri. Basudeb Mondal, Citizen of India, by faith Hindu, by occupation Business, resident of Village Palasbon, Post Baktarnagar 713321, Police Station Andal, District Paschim Bardhaman and (3) SRI. GOPI RANJAN GHANTY (PAN No. AMLPG 8261 C) son of Sri. Jayram Ghanty, Citizen of India, by faith Hindu, by occupation Business, resident of Palasbon, Post Baktarnagar 713321, Police Station Andal, District Paschim Bardhaman, by virtue of a Deed of General Power of Attorney which stands registered as Deed No. I-2113 for the year 2021 of the District Sub Registrar, Paschim Bardhaman.

IN FAVOUR OF

(1) ARSHAD ALI (PAN No. AWFPA 5645 L) son of Mohd Iqbal, Citizen of India, by faith Muslim, by occupation Business, resident of Muzaffarnagar Road, Village Rangail, Sharanpur, Khajuri, Akbarpur, Uttar Pradesh - 247769 and

(2) VAKEEL AHAMD (PAN No. AMOPA 0653 M) son of Baseer, Citizen of India, by faith Muslim, by occupation Business, resident of Akhloure Muzaffarnagar, Uttar Pradesh - 251202



7

-: 2 :-

Both hereinafter jointly called and referred to as the PURCHASERS (which expression unless excluded by or repugnant or inconsistent to the context or meaning shall always include his heirs, assigns, successors and legal representatives) of the OTHER PART.

WHEREAS the lands, measuring 312 decimals, situated upon L. R. Plot No. 760 and the lands measuring 79 decimals, situated upon L. R. Plot No. 759 both within Mouza Babuisole, J. L. No. 46, Police Station Andal, District Paschim Bardhaman, belongs to the above named SELLER and his name lawfully recorded in the L. R. Record of Rights of the State of West Bengal under L. R. Khatian No. 1290 of the said mouza, which he is absolutely owning and possessing, without any interruption, free from all manners of encumbrances.

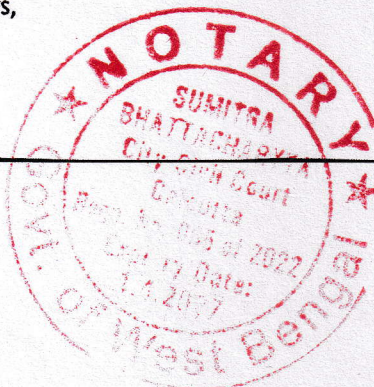
That the above named SELLER now to meet his legal necessities has declared his intention to absolutely sale and transfer a portion of the aforesaid lands, more fully mentioned in schedule hereunder written, to any intending purchaser/s for valuable consideration thereof.

That the PURCHASERS in quest of such land at such location, having accepted the representations made by the SELLER in respect of the said lands, has proposed to purchase the said land, more fully described in Schedule below and have offered a sum of Rs. 12,00,000/- (Rupees Twelve Lacs) only as consideration price thereof, free from all encumbrances, which price the SELLER has accepted, considering the same to be reasonable one and have agreed to sell the said lands unto the said PURCHASERS, free from all encumbrances.

NOW THIS DEED OF SALE WITNESSETH AS FOLLOWS :

That in pursuance of the said agreement between the Seller and the Purchaser and in consideration of the payment of sum of Rs. 12,00,000/- (Rupees Twelve Lacs) only paid as per memo of consideration below by the Purchasers unto the Seller towards the full and final payment of entire consideration price of the schedule mentioned property on the execution of these presents (the receipt whereof the Seller hereby admit and acknowledges) as total consideration price of the said lands, described in schedule below, the Seller doth hereby grant, convey, sell and transfer unto and to use of the said Purchasers,

Contd.p/4..



01/2022

8

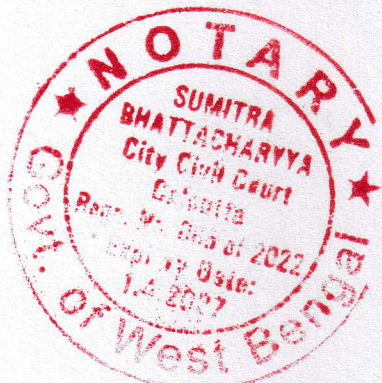
-:4:-

ALL THAT lands more fully mentioned in schedule below, together with the right of path, passage, liberties, privileges, easements and appurtenance whatsoever attached and concerning to the said property free from any or all encumbrances TO HAVE AND TO HOLD the lands hereby granted, conveyed and transferred unto and to the use of the said PURCHASERS absolutely and forever having all transferable rights therein such as sale, gift, lease, mortgage, exchange or otherwise AND THAT the said SELLER for himself and his heirs and successors doth hereby declares and covenants with the said PURCHASERS that the SELLER have good title, full power and absolute right to sell and transfer the said property and further declares that they are absolute seized and possessed of or otherwise well and sufficiently entitled to the said property and that the SELLER have not in any way encumbered the said property intended to be conveyed by this Deed of Sale AND THAT the said PURCHASERS including all their legal heirs and successors shall and may at all times peacefully/ quietly hold, possess, use and enjoy the said property as lawful and rightful owner thereof without any interruptions, obstructions, claim and/or demand whatsoever from or by the SELLER or any person/persons lawfully/equitably claiming under or in trust of him AND THAT the said SELLER shall and will for all times to come at the cost and request of the PURCHASERS do or execute or cause to be done or executed all such acts, deeds and/or things or more perfectly assuring the title of the PURCHASERS relating to the said property AND THAT the SELLER doth hereby further declares and covenants with the said PURCHASERS that if it transpires that the schedule mentioned property is not free from all encumbrances and/or the SELLER has no valid perfect and marketable title to the said property as hereinbefore stated by the SELLER in that event the SELLER including all his legal heirs and successors will be bound to pay back the entire consideration money with legal interests to the PURCHASERS and shall also be liable to make good and indemnify all losses and damages which the PURCHASERS may suffer due to any defect in the title of the SELLER in respect of the said property hereby sold to the PURCHASERS.

Advt

Be it further stated that the Purchasers all their heirs, successors, assigns and legal representatives shall enjoy the land mentioned in the schedule below from generation to generation with all right, title, interest of the SELLER, including all sorts of transferring right by way of sale, gift, mortgage, lease or otherwise and are at liberty to mutate their names towards the conveyed property and to pay rents and cesses to the authority or authorities in the name of the Purchaser from this day of

Contd.p/5..



:- :-

sale to the landlord, the Government of West Bengal through the B. L. & L. R. O., Andal and all consents and approvals are hereby accorded by the SELLER by this Deed.

SCHEDULE
(above referred to)

In the District of Paschim Bardhaman, Additional District Sub Registry Office Raniganj, within MOUZA BABUISOLE, J. L. No. 46, Police Station Andal, under Madanpur Gram Panchayat, ALL THAT piece and parcel of lands, measuring in total an area of 115 (One Hundred Fifteen) decimals, in the manner that, the lands measuring 65 (Sixty Five) decimals, situated upon part of L. R. Plot No. 760 (SEVEN HUNDRED SIXTY) Classified "Baid" and the lands measuring 50 (Fifty) decimals situated upon part of L. R. Plot No. 759 (SEVEN HUNDRED FIFTY NINE) Classified "Danga" both under L. R. Khatian No. 1290, together with all rights, easements, paths and passages etc., attached or appurtenant thereto. Proposed Land Use : Danga

The aforesaid lands is surrounded on all sides by agricultural lands and there is no road.

Proportionate rent is payable to the State of West Bengal through the B. L. & L. R. O., Andal, District Paschim Bardhaman.

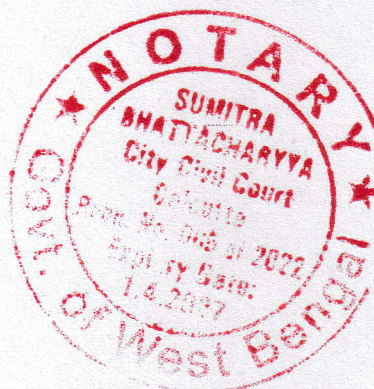
MEMO OF CONSIDERATION

Paid by the Purchaser vide Bank Cheque No. 000004 dated 30.01.2023 drawn upon the HDFC Bank, Raniganj Branch for a sum of : Rs. 5,00,000=00

Paid by the Purchaser vide Bank Cheque No. 000002 dated 29.01.2023 drawn upon the HDFC Bank, Raniganj Branch for a sum of : Rs. 5,00,000=00

Paid by the Purchaser in cash a sum of : Rs. 2,00,000=00
Total Paid : Rs. 12,00,000=00

Contd.p/6..



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-6-

IN THE WITNESS WHEREOF the SELLER do hereby sign and execute this Deed of Sale after fully understanding the contents thereof in presence of the following witnesses, on this the 30th day of JANUARY 2023 (TWO THOUSAND TWENTY THREE).

WITNESSES :-

1. Gopal Dasgupta
S/o Ajit Kumar Dasgupta
Zonide, Asansol
P.S. Haripur
PIN- 713301

Sumit Mondal

Basu Mondal

2. Bablu Dasgupta
S/o Lt. Kalyan Dasgupta
Mohshala Colony-3
P.O. Asansol
PIN- 713303

Gopi Ranjan Chakraborty

SIGNATURE OF THE CONSTITUTED ATTORNEY
OF THE SELLER – SRI. ASHIS KUMAR
MUKHERJEE alias ASHIS MUKHERJEE

Drafted & Printed in my Office as per instructions of the parties & read over and explained the contents of this deed before the parties in vernacular :-

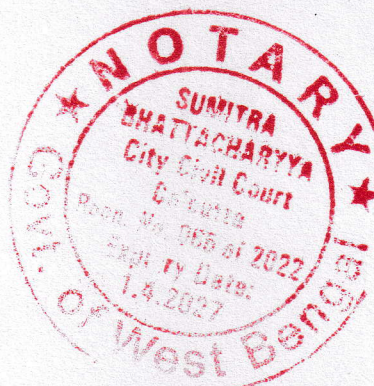
Deb Kumar Mukherjee

Advocate, Asansol Court.

Enroll. No. - 1159/10

N.B. : This deed consists of 1 (ONE) No. stamp paper & 7 sheets of A - 4 size paper including the finger impression and photograph pasted sheet.

TWO A4 paper sheets containing finger impression of both the hands along with the colour photographs of the Attorney of the SELLER and the PURCHASER.



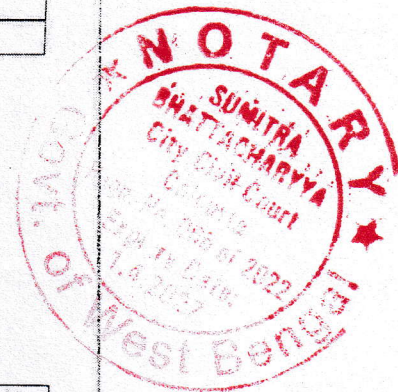
Major Information of the Deed

Deed No :	I-2301-00215/2023	Date of Registration	30/01/2023
Query No / Year	2301-2000229613/2023	Office where deed is registered	
Query Date	30/01/2023 10:10:49 AM	D.S.R. Paschim Bardhaman, District: Paschim Bardhaman	
Applicant Name, Address & Other Details	DEB KUMAR MUKHERJEE ASANSOL COURT,Thana : Asansol, District : Paschim Bardhaman, WEST BENGAL, PIN - 713304, Mobile No. : 9647383941, Status :Advocate		
Transaction	Additional Transaction		
[0101] Sale, Sale Document	[4308] Other than Immovable Property, Agreement [No of Agreement : 1]		
Set Forth value	Market Value		
Rs. 12,00,000/-	Rs. 18,77,749/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 56,342/- (Article:23)	Rs. 18,816/- (Article:A(1), E, M)		
Remarks			

Land Details :

District: Paschim Bardhaman, P.S:- Andal, Gram Panchayat: MADANPUR, Mouza: Babuisole, JI No: 46, Pin Code : 713321

Sch No	Plot Number	Khatian Number	Land Use Proposed	ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-760 (RS :-)	LR-1290	Danga	Baid	65 Dec	6,00,000/-	10,61,336/-	Width of Approach Road: 1 Ft.,
L2	LR-759 (RS :-)	LR-1290	Danga	Danga	50 Dec	6,00,000/-	8,16,413/-	Width of Approach Road: 1 Ft.,
		TOTAL :			115Dec	12,00,000 /-	18,77,749 /-	
		Grand Total :			115Dec	12,00,000 /-	18,77,749 /-	





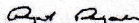
Seller Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Mr ASHIS KUMAR MUKHERJEE, (Alias: Mr ASHIS MUKHERJEE) Son of Late BHOLANATH MUKHERJEE VILLAGE MADANPUR, City:- , P.O:- MADANPUR, P.S:-Andal, District:- Paschim Bardhaman, West Bengal, India, PIN:- 713321 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: APxxxxx8E,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Attorney, Executed by: Attorney

VILLAGE PALASBON, City:- , P.O:- BAKTARNAGAR, P.S:-Andal, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713321, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AMxxxxxx1C,Aadhaar No Not Provided by UIDAI Status : Attorney, Attorney of : Mr ASHIS KUMAR MUKHERJEE

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Identifier Details :

Name	Photo	Finger Print	Signature
RAJAT RAJAK Son of AJIT KUMAR RAJAK City:- , P.O:- ISMILE, P.S:-Hirapur, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713301			
	30/01/2023	30/01/2023	30/01/2023
Identifier Of Mr SUMIT MONDAL, Mr BARUN MONDAL, Mr GOPI RANJAN GHANTY			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr ASHIS KUMAR MUKHERJEE	Mr ARSHAD ALI-32.5 Dec,Mr VAKEEL AHAMD-32.5 Dec

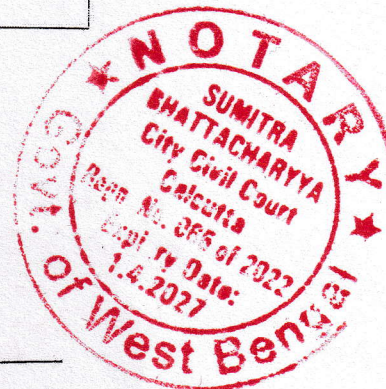
Transfer of property for L2

Sl.No	From	To. with area (Name-Area)
1	Mr ASHIS KUMAR MUKHERJEE	Mr ARSHAD ALI-25 Dec,Mr VAKEEL AHAMD-25 Dec

Land Details as per Land Record

District: Paschim Bardhaman, P.S:- Andal, Gram Panchayat: MADANPUR, Mouza: Babuisole, JI No: 46, Pin Code : 713321

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 760, LR Khatian No:- 1290	Owner:আশীষ মুখার্জী, Gurdian:ভোলানাথ , Address:নিজ , Classification:বাইদ, Area:3.12000000 Acre,	Mr ASHIS KUMAR MUKHERJEE
L2	LR Plot No:- 759, LR Khatian No:- 1290	Owner:আশীষ মুখার্জী, Gurdian:ভোলানাথ , Address:নিজ , Classification:ডাঙ্গা, Area:0.79000000 Acre,	Mr ASHIS KUMAR MUKHERJEE



FORM 11**[See rule 58(2)]**Name Of District : **PASCHIM BARDHAMAN**Name Of Block : **ANDAL**Name Of Gram Panchayat : **MADANPUR**Trade Registration No:- **816**Trade Registration Date:-**05-Nov-2022**Trade Registration Certificate issue No:- **1**Issue Date:-**05-Nov-2022**Trade Registration Certificate issued for the period of: **2022-2023,2023-2024,2024-2025**To **ARSHAD ALI AND VAKEEL AHAMD**

(Name of Prop/partner/Director)

Full Address :

VILLAGE - **CHITADANGA**PARA - **MAJHI PARA**POLICE STATION - **ANDAL**POST OFFICE - **BAKTARNAGAR**MOUZA - **46**DAG - **759 760**PIN NO - **713321**Gram Sansad/ Part No. **XI**Description of Trade : **STEEL AND IRON PROCESSING**Gram panchayat acknowledges a sum of **Rs. 1500** (Rupees One Thousand Five Hundred Only)From **SHIV SAKTI ENTERPRISE**

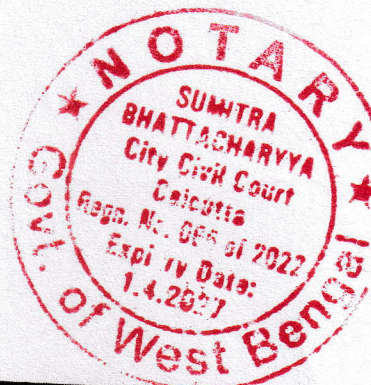
(Name of Trade)

Grant of this certificate shall not absolve the applicant from the requirement of procuring all the statutory clearances to be obtained from the appropriate authority before actual commencement of the trade. If any violation/default is noted later is, the certificate shall be liable to be cancelled and the trade/business shall be closed down with immediate effect.

This Certificate Is Electronically Generated

N.B.: Gram Panchayat has every right to cancel or revoke or not allowing renewal of registration at any time


Ref. Application Docket No. NOCXUYX76835327N
<https://wbprd.gov.in/>



Registration Certificate

14

Registration Number : 19AWFPA5645LIZA

1.	Legal Name	ARSHAD ALI			
2.	Trade Name, if any	SHIV SHAKTI ENTERPRISES			
3.	Constitution of Business	Proprietorship			
4.	Address of Principal Place of Business	KHATLAN NO. 1255, LR Dag No - 587, 587 / 1316, SHIV SHAKTI ENTERPRISES, NH - 2, P.O. - BAKTARNAGAR, Paschim Bardhaman, West Bengal, 713347			
5.	Date of Liability				
6.	Period of Validity	From	15/11/2021	To	Not Applicable
7.	Type of Registration	Regular 			
8.	Particulars of Approving Authority	Centre			
Signature		Signature Not Verified Digitally signed by DE GOODS AND SERVICES TAX NETWORK(4) Date: 2021.11.15 09:15:15 IST			
Name	Barun Kumar Biswas				
Designation	Superintendent				
Jurisdictional Office	ASANSOL.				
9. Date of issue of Certificate	15/11/2021				

Note: The registration certificate is required to be prominently displayed at all places of business in the State.

This is a system generated digitally signed Registration Certificate issued based on the approval of application granted on 15/11/2021 by the jurisdictional authority.

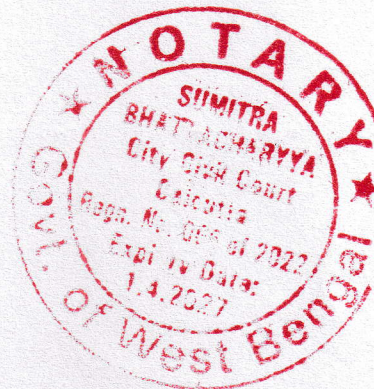


Annexure A

GSTIN 19AWFPA5645LIZA
Legal Name ARSHAD ALI
Trade Name, if any SHIV SHAKTI ENTERPRISES

Details of Additional Places of Business

Total Number of Additional Places of Business in the State 0



15



OFFICE OF
MADANPUR GRAM PANCHAYET
 P.O-MADANPUR, PIN-713321, P.S-ANDAL
 DIST- PASCHIM BARDHAMAN (W.B)

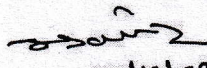
NO OBJECTION CERTIFICATE

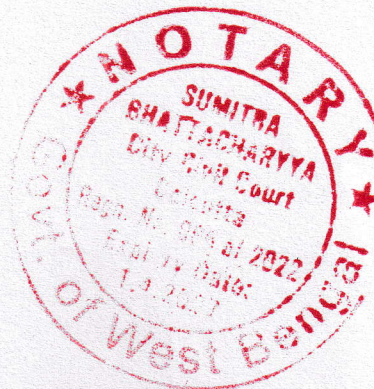
This Gram Panchayat Authority has no objection if ARSHAD ALI S/O MOHD IQBAL of Babusole Mouza, P.O- Baktar nagar, P.S- Andal, Dist.-Paschim Bardhaman (West Bengal) carry on Business of IRON CRUSHING in the Name of the Style of "SHIV SHAKTI ENTERPRISES" under Madanpur Gram Panchayat

This Certificate is being issued on condition that all the existing Govt. orders and rules will be compiled Failed which this N.O.C will be treated as cancel.

Date of issue: -07/10/2021

Valid upto: 31/03/2022


 08/10/2021
 Pradhan
 MADANPUR GRAM PANCHAYET
 MADANPUR GRAM PANCHAYAT

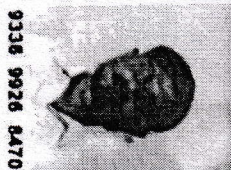




भारत सरकार
Government of India



अरशद अली
Arshad Ali
जन्म तिथि / DOB : 15/10/1989
पुरुष / Male



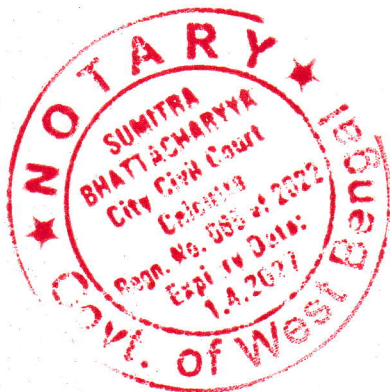
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आधार पहचान का प्रमाण है, नागरिकता या जन्मतिथि का नहीं ।
इसका उपयोग सत्यापन (ऑनलाइन प्रमाणीकरण, या क्यूआर कोड/
ऑफलाइन एक्सएम्पल की स्कैनिंग) के साथ किया जाना चाहिए ।
Aadhaar is proof of Identity, not of citizenship
or date of birth. It should be used with verification (online
authentication, or scanning of QR code / offline XML).

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सेवा प्राप्त होती रहना

As



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

ORIGINAL APPLICATION NO. 179/2024/EZ

In The Matter of:

Altaf Ansari

... Applicant

Versus

State of West Bengal & Ors.

... Respondents

COUNTER AFFIDAVIT ON
BEHALF OF THE RESPONDENT
NUMBER 05, M/S SHIV SAKTI
ENTERPRISE.

Filed by

KRISHNENDU BERA
Advocate
For Respondent Number 6
Email: krishnendubera87@gmail.com
(M): 9804470595