

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 06,
M/S DIAMOND MINERALS.

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Filed by

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

10 FEB 2025

BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL
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ORIGINAL APPLICATION NO. 179/2024/EZ



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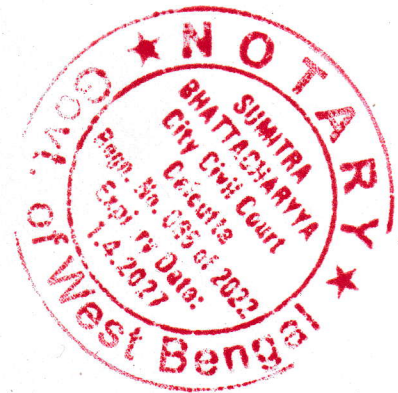
... Respondents

COUNTER AFFIDAVIT ON BEHALF OF THE RESPONDENT NUMBER 06,
M/S DIAMOND MINERALS.

I, Sri Kazi Khalil Ullah, S/o Late Barakata Ullah, aged about 59 years, by faith-Islam, by occupation-business and presently residing at Baktarnagar, City, Baktarnagar, Bardhman, P.S- Raniganj, Pin: 713321, 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

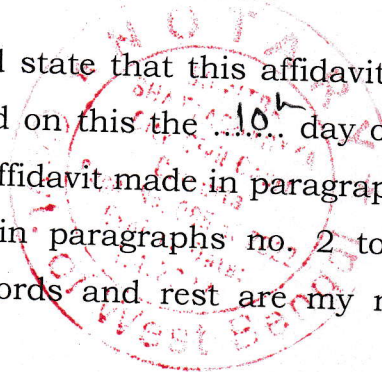
respectfully prayed that Hon'ble Tribunal may pass such order/orders as it deems fit and proper in the interest of justice.

Identified by me
Krishnendu Bose
Advocate

DIAMOND MINERALS
Karaj Khali Ullah
PARTNER
Deponent

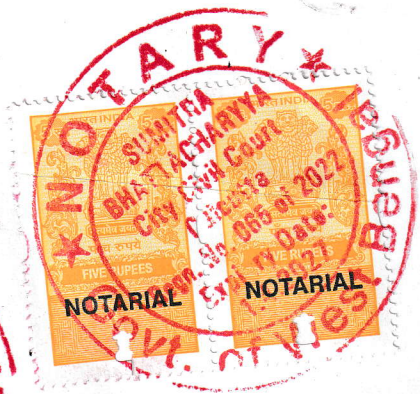
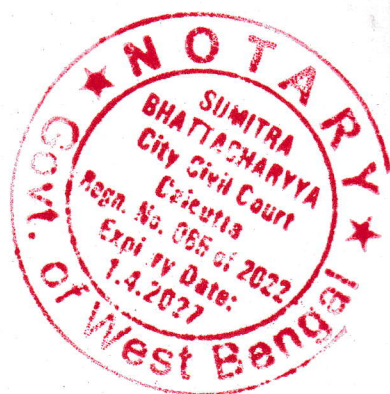
VERIFICATION

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.



Identified by me
Krishnendu Bose
Advocate

DIAMOND MINERALS
Karaj Khali Ullah
PARTNER
Deponent



Solemly 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

3965/23

A145 name R₁

I-4006/2023 5



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

20135

L 180135

29/10/2023
at 5.50 PM
M.C. Case No. - 630/23

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

MUJESHO (M) T. Bardhaman



[Signature]
DISTRICT SUB-REGISTRAR
Paschim Bardhaman

11 OCT 2023

GRN NO.
QUERY No. 2002539286 for the year 2023
D.S.R. PASCHIM BARDHAMAN

DEED OF SALE

TOTAL AND AREA SOLD : 81 DECIMALS

UPON R. S. & L. R. PLOT No. 760,

WITHIN MOUZA : BABUISOLE,

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

DISTRICT : PASCHIM BARDHAMAN

CONSIDERATION VALUE PAID : Rs. 21,50,000/-
ASSESSED MARKET VALUE : Rs. 21,50,000/-

9-11

Contd.p/2...

MUKESH KUMAR TIBREWAL

6

-2:-

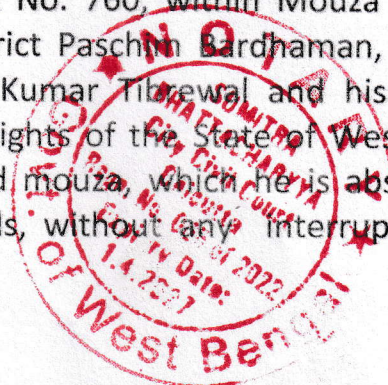
THIS DEED OF SALE IS MADE BY :

SRI. MUKESH KUMAR TIBREWAL (PAN No. ACTPT 9314 P) son of Sajan Kumar Tiberwal, Citizen of India, by faith Hindu, by occupation Business, resident of Uppar Bazar, Station Road, Sitarampur, Kulti, Post Sitarampur 713359, Police Station Kulti, 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.

IN FAVOUR OF

"DIAMOND MINERALS" (PAN No. AAUFD 4649 N), a Partnership Firm, a Partnership Firm, having its registered office at Village Chitadanga, Majhi Para, Baktarnagar, Post Baktarnagar 713321, Police Station Andal, District Paschim Bardhaman, represented by its Partner's – (1) KAZI KHALIL ULLAH (PAN No. ANPPK 8885 M) son of Late Kazi Barkatullah and (2) KAZI HOSNE HAYAT (PAN No. ABPPH 8634 P) wife of Kazi Khalil Ullah, Citizens of India, by faith Muslim, by occupations Business, residents of Muslim Para, Baktarnagar, Post Baktarnagar 713321, Police Station Andal, District Paschim Bardhaman, hereinafter called and referred to as the PURCHASER (which expression unless excluded by or repugnant or inconsistent to the context or meaning shall always include its heirs, assigns, successor-in-interest and legal representatives) of the OTHER PART.

WHEREAS the lands, measuring an area of 81 (Eighty One) decimals, situated upon R. S. and L. R. Plot No. 760, within Mouza Babuisole, J. L. No. 46, Police Station Andal, District Paschim Bardhaman, belongs to the above named SELLER – Mukesh Kumar Tibrewal and his name lawfully recorded in the L. R. Record of Rights of the State of West Bengal under L. R. Khatian No. 1390 of the said mouza, which he is absolutely owning and possessing the aforesaid lands, without any interruption, free from all manners of encumbrances.



Contd.p/3..

MUKESH ANAND T. LOREND

~~7~~

-3-

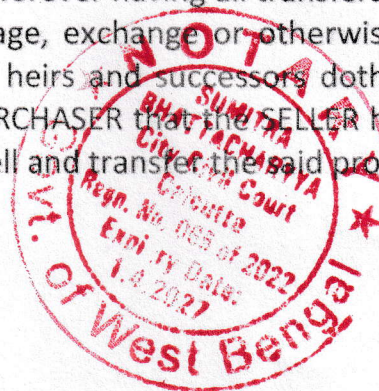
That the above named SELLER now to meet his legal necessities has declared his intention to absolutely sale and transfer the aforesaid lands, more fully mentioned in schedule hereunder written, to any intending purchaser/s for valuable consideration thereof.

That the PURCHASER in quest of such land at such location, having accepted the representations made by the SELLER in respect of the said lands, have proposed to purchase the said land, more fully described in Schedule below and have offered a sum of Rs. 21,50,000/- (Rupees Twenty One Lacs Fifty Thousand) only as consideration price thereof, free from all encumbrances, which price the SELLER has accepted, considering the same to be reasonable one and has agreed to sell the said lands unto the said PURCHASER, 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. 21,50,000/- (Rupees Twenty One Lacs Fifty Thousand) only paid in the manner as described in the memo of consideration below by the Purchaser 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 Purchaser, 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 PURCHASER 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 PURCHASER that the SELLER has good title, full power and absolute right to sell and transfer the said property and further

Contd.p/4...



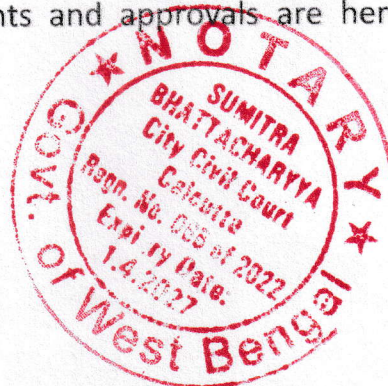
MUKESH KUMAR TILAK

8

:- 4 :-

declares that he is absolute seized and possessed of or otherwise well and sufficiently entitled to the said property and that the SELLER has not in any way encumbered the said property intended to be conveyed by this Deed of Sale AND THAT the said PURCHASER including all its/their 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 PURCHASER 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 PURCHASER relating to the said property AND THAT the SELLER doth hereby further declare and covenant with the said PURCHASER 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 PURCHASER and shall also be liable to make good and indemnify all losses and damages which the PURCHASER may suffer due to any defect in the title of the SELLER in respect of the said property hereby sold to the PURCHASER.

Be it further stated that the Purchaser all its/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 its/their name 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 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.



Contd.p/5...

MUNISH KUMAR TILAKER

3

-: 7 :-

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 81 (Eighty One) decimals, situated upon R. S. and L. R. Plot No. 760 (SEVEN HUNDRED SIXTY) Classified "Baid" under L. R. Khatian No. 1390, together with all rights, easements, attached or appurtenant thereto. Proposed Land Use : Industrial

The aforesaid lands is butted and bounded in the following manner :-

ON THE NORTH : Land of Md. Mustakim.
ON THE SOUTH : Land of Ranjit Tanti.
ON THE EAST : Nala.
ON THE WEST : 20'-0" wide Road.

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

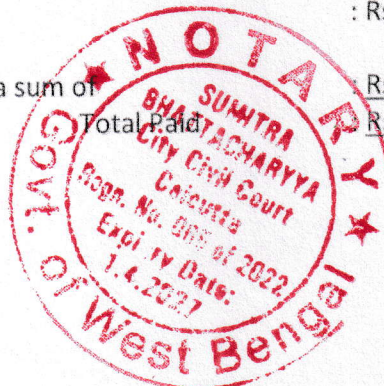
MEMO OF CONSIDERATION

Paid by the Purchaser vide Bank Cheque No. 063981 dated 17.10.2022 drawn upon the IndusInd Bank, Raniganj Branch for a sum of : Rs. 5,00,000=00

Paid by the Purchaser vide Bank Cheque No. 063983 dated 29.10.2022 drawn upon the IndusInd Bank, Raniganj Branch for a sum of : Rs. 10,00,000=00

Paid by the Purchaser vide Bank Cheque No. 064056 dated 01.08.2023 drawn upon the IndusInd Bank, Raniganj Branch for a sum of : Rs. 5,00,000=00

Paid by the Purchaser in cash a sum of Rs. 1,50,000=00
Total Paid Rs. 21,50,000=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 5th day of OCTOBER 2023 (TWO THOUSAND TWENTY THREE).

WITNESSES :-

1. जीत राउत
पिता - शशीश शंकर राउत
गाँव - नारा
अधिकारमय
प्लॉट - आसडी - 713359
थाना - कुलदी
जिला - पश्चिम बंगाल

MUKESH KUMAR TILKOR

SIGNATURE OF THE SELLER

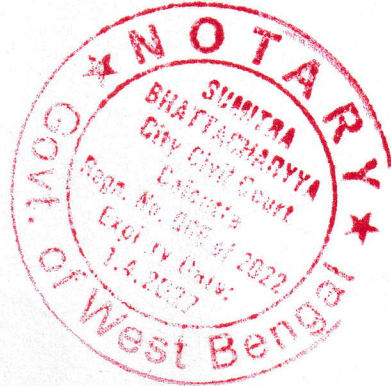
2. Bablu dey
8/p Kallpadey
Rangaj
713349

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 Singh

Enrll. No. - 1159/10

Advocate, Asansol Court



N.B. : This deed consists of 1 (ONE) No. stamp paper & 6 sheets of A - 4 size paper including the finger impression and photograph pasted sheet.

One A 4 paper sheets containing finger impression of both the hands along with the colour photographs of the Seller & the Purchaser.



Govt. of West Bengal
Directorate of Registration & Stamp
Revenue
GRIPS eChallan



192023240255499578

GRN Details

GRN:	192023240255499578	Payment Mode:	SBI Epay
GRN Date:	11/10/2023 17:08:44	Bank/Gateway:	SBIEpay Payment Gateway
BRN :	0849159827413	BRN Date:	11/10/2023 17:11:36
Gateway Ref ID:	IGAQHOFUL3	Method:	State Bank of India NB
GRIPS Payment ID:	111020232025549956	Payment Init. Date:	11/10/2023 17:08:44
Payment Status:	Successful	Payment Ref. No:	2002539286/10/2023
			[Query No*/Query Year]

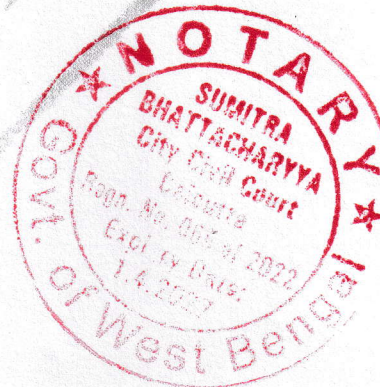
Depositor Details

Depositor's Name:	Mr DIMOND MINAREALS
Address:	KAJORA
Mobile:	9647383941
Period From (dd/mm/yyyy):	11/10/2023
Period To (dd/mm/yyyy):	11/10/2023
Payment Ref ID:	2002539286/10/2023
Dept Ref ID/DRN:	2002539286/10/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2002539286/10/2023	Property Registration- Stamp duty	0030-02-103-003-02	59510
2	2002539286/10/2023	Property Registration- Registration Fees	0030-03-104-001-16	21539
3	2002539286/10/2023	Mutation/Conversion -Receipt	0029-00-800-028-27	40
			Total	81089

IN WORDS: EIGHTY ONE THOUSAND EIGHTY NINE ONLY.



Major Information of the Deed

Deed No :	I-2301-04006/2023	Date of Registration	11/10/2023
Query No / Year	2301-2002539286/2023	Office where deed is registered	
Query Date	05/10/2023 12:29:36 PM	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. 21,50,000/-	Rs. 21,50,000/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 64,510/- (Article:23)	Rs. 21,539/- (Article:A(1), E, M)		
Remarks			

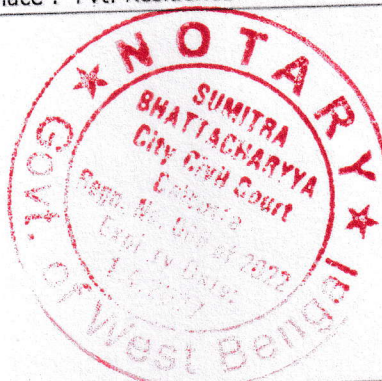
Land Details :

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	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-760 (RS :-760)	LR-1390	Proposed Industrial Use	Baid	81 Dec	21,50,000/-	21,50,000/-	Width of Approach Road: 20 Ft., Adjacent to Metal Road,
Grand Total :					81Dec	21,50,000 /-	21,50,000 /-	

Seller Details :

SI No	Name,Address,Photo,Finger print and Signature
1	MUKESH KUMAR TIBREWAL (Presentant) Son of SAJAN KUMAR TIBREWAL Uppar Bazar Station Road Sitarampur, City:- , P.O:- Sitarampur, P.S:-Kulti, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713359 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.:: acxxxxx4p,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 05/10/2023 , Admitted by: Self, Date of Admission: 05/10/2023 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 05/10/2023 , Admitted by: Self, Date of Admission: 05/10/2023 ,Place : Pvt. Residence



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Buyer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Diamond Minerals CHITADANGA MAJIHI PARA BAKTARNAGAR, City:- , P.O:- BAKTARNAGAR, P.S:-Andal, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713321 , PAN No.:: AAXxxxx9N,Aadhaar No Not Provided by UIDAI, Status :Organization, Status : Not Executed

Representative Details :

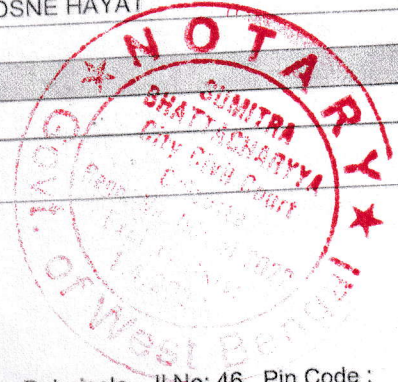
Sl No	Name,Address,Photo,Finger print and Signature
1	Mr KAZI KHALIL ULLAH Son of Late KAZI BARKATULLAH MUSLIM PARA BAKTARNAGAR, City:- , P.O:- BAKTARANGAR, P.S:-Andal, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713321, Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, , PAN No.:: ANxxxxx5M,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : Diamond Minerals (as PARTNER)
2	Mr KAZI HOSNE HAYAT Wife of KAZI KHALIL ULLAH MUSLIM PARA BAKTARANGAR, City:- Not Specified, P.O:- BAKTARNAGAR, P.S:-Andal, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713321, Sex: Female, By Caste: Muslim, Occupation: Business, Citizen of: India, , PAN No.:: ABxxxxx4P,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : Diamond Minerals (as PARTNER)

Identifier Details :

Name	Photo	Finger Print	Signature
JITU ROUTH Son of Late SHANKAR ROUTH GANDHI NAGAR, SITARAMPUR, City:- Not Specified, P.O:- AMDIHI, P.S:-Kulti, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713359			
Identifier Of MUKESH KUMAR TIBREWAL, Mr KAZI KHALIL ULLAH, Mr KAZI HOSNE HAYAT			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	MUKESH KUMAR TIBREWAL	Diamond Minerals-81 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:- 1390	Owner:মুকেশ কুমার টিবিওয়াল, Gurdian:সজন কুমার টিবিওয়াল, Address:সীতারাঙ্গপুর কুলটি, Classification:বাইদ, Area:0.81000000 Acre,	MUKESH KUMAR TIBREWAL

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 2301-2023, Page from 82825 to 82840

being No 230104006 for the year 2023.

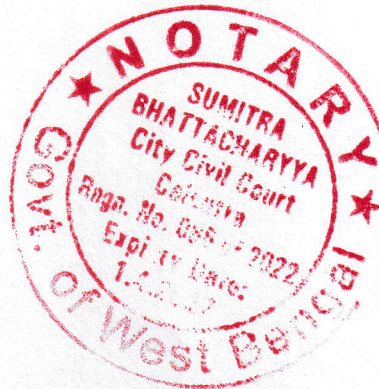
14



Subodh Kumar Majumder

Digitally signed by SUBODH KUMAR MAJUMDER
Date: 2023.10.13 15:36:04 +05:30
Reason: Digital Signing of Deed.

(Subodh Kumar Majumder) 13/10/2023
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. Paschim Bardhaman
West Bengal.



Binimoy Sarkar

B. Com., L.L.B.

Notary Public, GOVT. OF WEST BENGAL

Durgapur, Burdwan

Professional Address :

Durgapur Court

Durgapur, Burdwan

Pin - 713 216

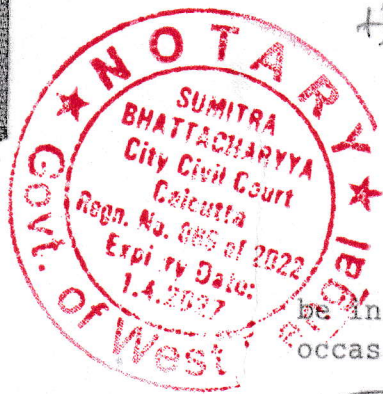
15

Notarial Certificate

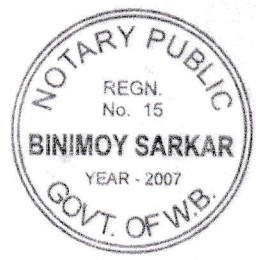
(Pursuant to section 8 of The Notaries Act. 1952)

TO ALL TO WHOM THESE PRESENTS shall come, I, Binimoy Sarkar, duly authorised by the Government of West Bengal to practise as a NOTARY do hereby verify, authenticate, certify, attest as under the execution of the instrument annexed hereto collectively marked 'A' on its being executed, admitted and identified by the respective signatories as to the matters contained therein, presented before me.

According to that this is to certify, authenticate and attest that the annexed instrument 'A' is the *original* Deed of Partnership executed by *Mr. Kazi Khalid Ullah w Mrs. Kazi Hoora Hayat* a list by *Ante a Ante*



PRIMA FACIE the annexed instrument 'A' appears to be in the usual procedure to serve and avail as needs or occasions shall or may require for the same.



IN FAITH AND TESTIMONY WHERE OF being required of a NOTARY, I the said notary do hereby subscribe my hand and affix my seal of office at Durgapur on this the *04th* day of *NOV.* in the year of Christ 20 *22*

Binimoy Sarkar
Binimoy Sarkar, Notary
Durgapur, Burdwan, W.B.
Regd. No. -15/2007

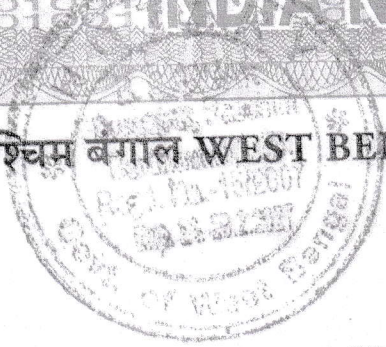
Binimoy Sarkar
NOTARY





পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

AK 138618



BEFORE NOTARY PUBLIC, W.B.

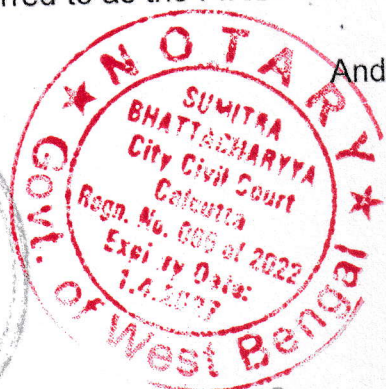
ANNEXURE-A

PARTNERSHIP DEED

THIS DEED OF PARTNERSHIP is made on 1st day of November, 2022 at Chitadanga - 713321:-

1. Mr. Kazi Khalil Ullah (57 Years), S/o. Lt. Kazi Barkatullah, by faith Muslim, resident of Baktarnagar, PS: Raniganj, PIN - 713321, Dist.: Paschim Barddhaman, hereinafter referred to as the FIRST PARTY.

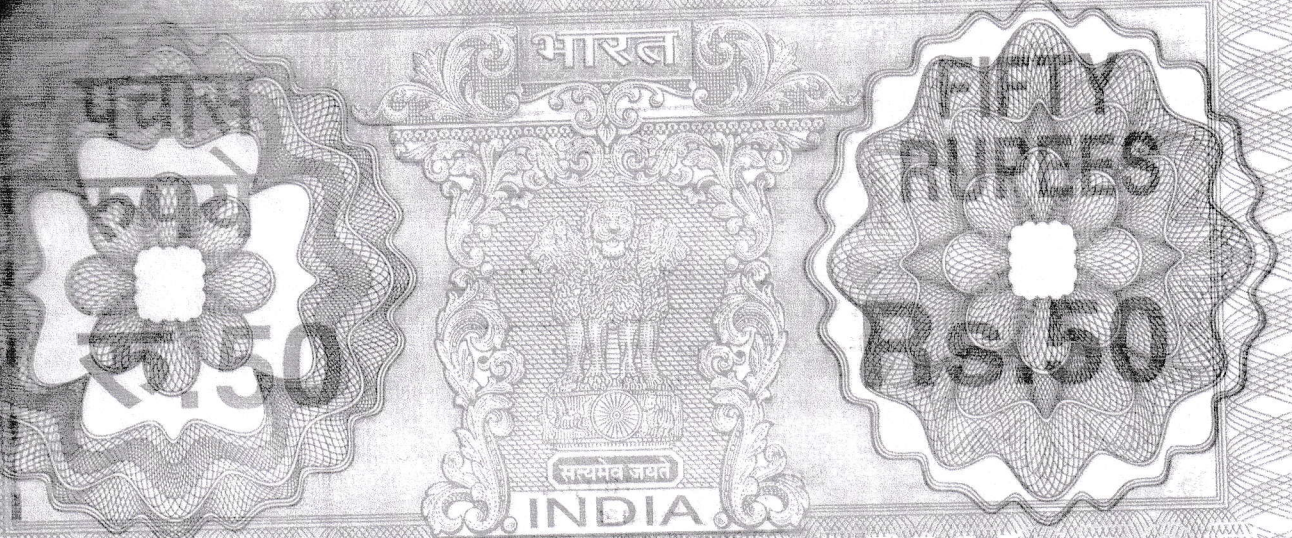
And



04 NOV 2022

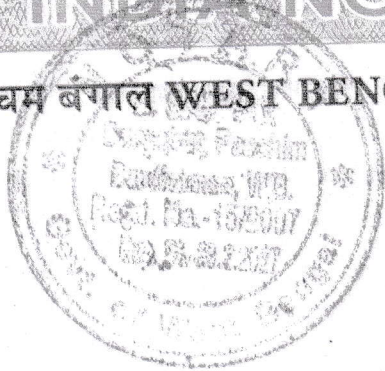
Binimoy Sakar, Notary
Durgapur, Burdwan, W.B.
Regd. No.-15/2007

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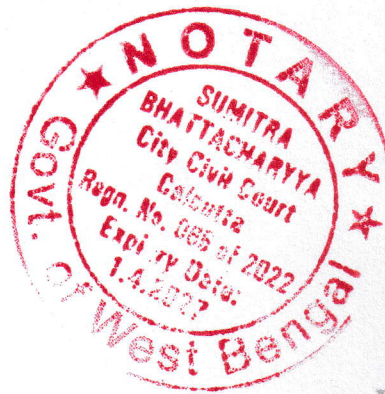


পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

AF 290655



2. Mrs. Kazi Hosne Hayat (48 Years), W/o. Mr. Kazi Kahlil Ullah, by faith Muslim, resident of Baktarnagar, PS: Raniganj, PIN – 713321, Dist.: Paschim Bardhaman, hereinafter referred to as the SECOND PARTY.



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Durgapur, Burdwan, W.B.
Regd. No.-15/2007

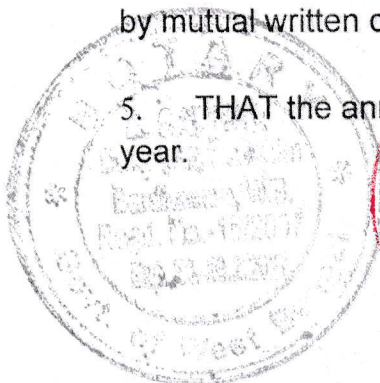
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WHEREAS, the above-named parties of the FIRST PART and SECOND PART, has decided to carry out the same business under the firm name and style "**DIAMOND MINERALS**" at its registered office: Chitadanga, PO: Baktarnagar, PS: Raniganj, PIN -713321, Dist.: Paschim Barddhaman.

Now this deed witnessed that the parties hereto have agreed as follows:-

1. THAT the partnership, constituted of the parties hereto as partners, has been commenced and become effective from 1st day of November, 2022.
2. THAT the partnership business shall be under the firm name and style of "**DIAMOND MINERALS**" having its place of business situated at Premises Chitadanga, PO: Baktarnagar, PIN -713321, Dist.: Paschim Barddhaman.
3. THAT the partnership will be treated as 'Partnership-at-Will' terminable at the option of any of the parties hereto by giving two months' notice to the remaining other parties or leaving such a notice at the principal place of business but the formality of such notice may be waived if the other partners also agree. By mutual and joint written consent of all the parties the partnership hereof can be dissolved at any time. In case, any partner desire to retire from the firm and the remaining partners like to continue the business of the firm, in such event, the remaining partners shall be entitled to carry on or continue the business of the firm in the same name and style of "**DIAMOND MINERALS**" on such terms and covenants amongst themselves as will be agreed and the retiring partner shall not be entitled to any right or claim in the goodwill of the firm and the retiring partner shall not carry on the business in the name of the firm or in any name resembling the firm's name.
4. THAT the business of the firm shall be installing of Crusher Plant & crushing all types of minerals & materials - ferrous & nonferrous and trading of all types minerals like coal, iron ore etc. The partners may, if they so desire, add to any other variety or varieties of business and/or change the nature and character of any or all of present business and carry on any other business as to be decided to suit them from time to time. The principal place of business may also be changed by mutual written consent of all the parties hereto.

5. THAT the annual accounting period will be from 1st April to 31st March every year.



Binimoy Sakar, Notary
Durgapur, Burdwan, W.B.
Regd. No.-15/2007

6. THAT the profit of the firm shall be shared and losses of the firm shall be borne by the partners as under:

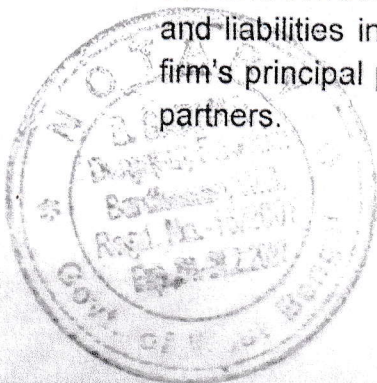
- | | | |
|----|-----------------------|------|
| 1. | Mr. Kazi Khalil Ullah | 50 % |
| 2. | Mrs. Kazi Hosne Hayat | 50 % |

7. THAT the capital of the partners shall be as per books of accounts and will be contributed at time to time. In future, if additional capital or investment is required, loans can be arranged/taken from outsiders or banks or from any financing institutions/ authority at suitable rate of interest as per mutual consent.

8. THAT the parties to this deed are working partners and all partners will be entitled for Remuneration by way of Salary, Bonus, and Commission as the case may be mutually agreed upon. The aggregate amount of remuneration payable to the working partners shall be worked out based on the book profit of the firm and the maximum allowable prescribed under section 40 (b) or any relevant provisions of the Income Tax Act, 1961. However, the partners shall be entitled to increase or decrease the amount of remuneration and the amount so decided will be payable to working partner shall be Rs.15,000.00 per month (may be increased/decreased by mutual decisions) in case of loss or small profits.

9. THAT whatsoever amount shall stand to the credit of any partner inclusive of interest and profit in the books of the firm, shall carry interest @ 9% (Nine per cent) per annum irrespective of profit and loss of the firm and similarly, if there be any debit balance in the account of any partner, he/she will be liable to pay interest at the said rate. The rate of interest may be varied altogether or the interest may be waived as may be agreed upon amongst the partners from time to time without any written agreement on their part but such intention of theirs would be gathered from their conduct and from the account books of the firm. It is also understood that each partner shall be responsible to bear and pay his or her personal income tax.

10. THAT the firm shall regularly maintain in the ordinary course of business, a true and correct account of all its incomings and outgoings and also of all its assets and liabilities in proper books of accounts, which shall ordinarily be kept at the firm's principal place of business and which will be opened for inspection by the partners.



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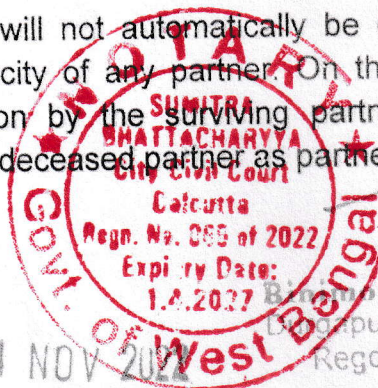
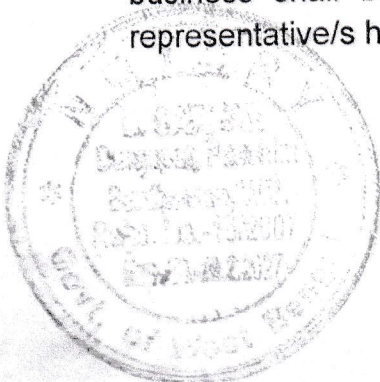
11. THAT each party hereto according to his/her convenience will carry on the business of the firm on behalf of all the partners to the best advantages of the partnership.

12. THAT any one partner between two will operate the bank account/s for and on behalf of the firm and in the name of the firm and to draw, endorse and negotiate cheques, bills of exchange and other negotiable instruments in the name of the firm and also to give valid discharge for payments received on behalf of the firm either from Government Departments or any Private firm/s or any companies or other constituents of the firm.

13. THAT each partner is further empowered to appoint and authorize any Counsel, Attorney, Lawyer or any other person, to defend to prosecute or file suits, appeals and applications and constitutional writ application for and on behalf of the firm in the manner necessary and advantageous to the firm in any Court Civil or Criminal, Revenue or in any other Public Offices and for this purpose to sign verify and reverify all plaints written statements, petitions affidavits memo of appeals cross objections tabular statements and all other pleadings. That each partner is further empowered to sign agreements and contracts with the firm constituents. That each partner is also empowered to sign all other contracts and endorse letter of expressions and Letter of Intents, Power of Attorneys and all correspondence and appoint arbitrator/s and refer disputes to arbitration and enter into and sign arbitration agreements and attend and participate in arbitration proceedings, sign tender documents, attend negotiation etc.

14. THAT the differences of opinion amongst the partners, if any, relating to any matter of the firm shall be tried to be amicably decided amongst the partners hereto in the first instance. In case of failure to settle the differences mutually, one or more arbitrator/s may be appointed (one by each group of partners to the dispute). In case of difference among them, by an Umpire appointed by the said arbitrator/s and the decision by the said arbitrators/s or umpire as the case might be, shall be final, conclusive and binding on the all the partners hereto.

15. THAT the partnership will not automatically be dissolved on the death, lunacy, retirement or incapacity of any partner. On the death of any partner, business shall be carried on by the surviving partners taking in the legal representative/s heir/s of the deceased partner as partner in his/her place.



04 NOV 2022

Sumitra Sakar, Notary
Burdwan, Burdwan, W.B.
Regd. No.-15/2007

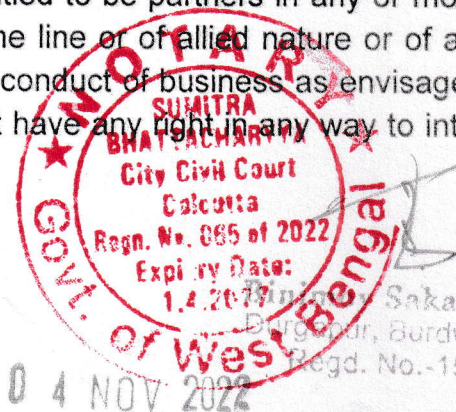
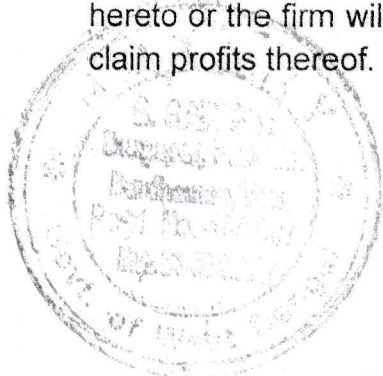
16. THAT each partner shall be treated not only as principal but also as an Agent of the other partner in all lawful transactions of the firm or in any other matters connected with the affairs of the firm.

17. THAT if any partner wants to retire or sever his/her connection with the firm, he/she will have to give clear two months' notice in writing to the other partners hereto and in such a case, the other partner/s will have a preferential right to retain or to continue the business of the firm. Be it mentioned here that the outgoing partner will have no right to claim any price or compensation for goodwill of the firm and if there is unforeseen loss to the firm in the existing business, the retiring Partner will have to compensate the loss in his/her profit-sharing ratio to the continuing partner/s. In case any partner wants to add same other person in his / her place, he/ she can be allowed to do.

18. THAT NO PARTNER without the consent in writing of the other partner shall:

- a) ENTER into any bond, surety, security or guarantor with or for any person or do or cause to suffer to be done anything where by the firm and/or firm's property or any part thereof may be seized, attached or taken in execution of a decree or order;
- b) ASSIGN, transfer otherwise dispose of or mortgage or charge his/her share in the firm or any part thereof or make any other person a partner with him/her therein;
- c) DO ANY ACT or thing where by the firm or its property may prejudicially be affected and in particular divulge any business secret of the firm.
- d) DO ANY ACT or thing wherever by the assets of the firm or interest therein shall become liable for any private debt or obligation and each partner shall pay and satisfy his/her personal debits/obligations and keep the other partners and the assets and goodwill of the firm fully protected and identified against all such personal debts and liabilities and obligations.

19. THAT it is specially agreed by and amongst the parties hereto that any or more of them will be entitled to be partners in any or more other firm of firms or business whether of same line or of allied nature or of any nature and for such entry into partnership or conduct of business as envisaged herein, other partner hereto or the firm will not have any right in any way to interfere with the same or claim profits thereof.



Sankar, Notary
Durgam, Bardwan, W.B.
Regd. No.-15/2007

20. THAT it is hereby agreed by and amongst the partners hereto that the terms and conditions as enumerated above, may be amended/alterd and/or waived by mutual written consent of the parties hereto.

21. THAT in all other matters not specifically provided for in the forgoing clauses, the provisions of Indian Partnership Act, 1932, should apply.

IN WITNESS WHEREOF, the parties hereto of the FIRST and SECOND PARTS have put their respective hands and/or seals in the presence of witnesses on the day, month and the year first above written.

WITNESSES:

SIGNATURE OF THE PARTIES:

1. *Ajit Kumar*

Kazi Khalil Ullah
Kazi Khalil Ullah

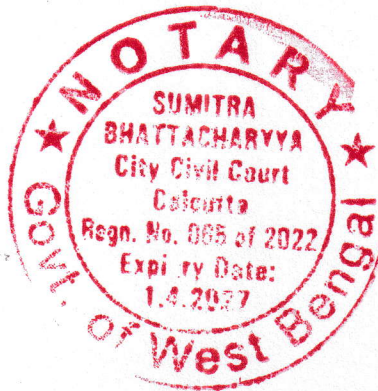
2. *Ujjal Dutta*

Kazi Hosne Hayat
Kazi Hosne Hayat

Complied by

For M. K. Shaw & Associates
Chartered Accountants

Mahendra Kumar Shaw
Proprietor
M. No.- 058735
F. R. No.- 326803E



Identified by me
[Signature]
Advocate



Instrument 'A' Referred to
in the notarial certificate

[Signature]
BINIMOY SARKAR,
NOTARY
Durgapur, Bardwan, W.B.
Regd. No.- 15/2007.

04 NOV 2022

The West Bengal State Tax on Professions, Trades, Callings and Employments Rules, 1979.

Form IIA

Certificate of Enrolment

[See rule 4 / 6A]

No. **192156690668**

Date **10/02/2023**

This is to certify that **DIAMOND MINERALS** engaged in the
profession/trade/calling known **DIAMOND MINERALS**
located at **VILLAGE CHITADANGA, MAJHI PARA, BAKTARNAGAR, 713321, P.S.-ANDAL**

has been enrolled under the West Bengal State Tax on Professions, Trades, Callings and Employments Act, 1979 (West Ben. Act VI of 1979).

The holder of this certificate shall pay tax under Serial No. **3(q)** of the Schedule to the West Bengal State Tax on Professions, Trades, Callings and Employments Act, 1979 on or before the 31st July of every year in the manner prescribed in rule 15 of the West Bengal State Tax on Professions, Trades, Callings and Employments Rules, 1979.

Payment of Profession Tax against this Enrollment No. has been made for the year **2022-2023**

The Profession Tax for the year **2023-2024** is payable on or before 31st day of July, **2023**



Prescribed Authority

Name of the office: **WB WEST UNIT-I, DURGAPUR**

Disclaimer : As this computer generated document reflects such information as provided by the applicant, it may not be accepted to be an evidence as proof of approval or document of like nature in any suit, prosecution or other legal proceeding(s) in any court of law or before any authority.

This is a computer generated certificate. No signature is required.

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भारत सरकार
Government of India
सूक्ष्म, लघु एवं मध्यम उद्यम मंत्रालय
Ministry of Micro, Small and Medium Enterprises

MSME
सूक्ष्म, लघु एवं मध्यम उद्यम
MICRO, SMALL & MEDIUM ENTERPRISES

UDYAM REGISTRATION CERTIFICATE

UDYAM REGISTRATION NUMBER

UDYAM-WB-23-0021112

NAME OF ENTERPRISE

M/S DIAMOND MINERALS

TYPE OF ENTERPRISE *

S.No.	Classification Year	Enterprise Type	Classification Date
1	2022-23	Micro	15/03/2023

MAJOR ACTIVITY

TRADING

[For availing benefits of Priority Sector Lending(PSL) ONLY]

SOCIAL CATEGORY OF ENTREPRENEUR

GENERAL

NAME OF UNIT(S)

S.No.	Name of Unit(s)
1	DIAMOND MINERALS

OFFICIAL ADDRESS OF ENTERPRISE

Flat/Door/Block No.	MAJHI PARA	Name of Premises/ Building	CHITADANGA
Village/Town	CHITADANGA	Block	P.O - BAKTERNAGAR
Road/Street/Lane	BAKTERNAGAR	City	ANDAL
State	WEST BENGAL	District	PASCHIM BARDHAMAN, Pin 713321
Mobile	9749633387	Email:	diamondminerals22@gmail.com

DATE OF INCORPORATION / REGISTRATION OF ENTERPRISE

04/11/2022

DATE OF COMMENCEMENT OF PRODUCTION/BUSINESS

NATIONAL INDUSTRY CLASSIFICATION CODE(S)

S.No.	NIC 2 Digit	NIC 4 Digit	NIC 5 Digit	Activity
1	25 - Manufacture of fabricated metal products, except machinery and equipment	2599 - Manufacture of other fabricated metal products n.e.c.	25999 - Manufacture of other fabricated metal products n.e.c.	Manufacturing

DATE OF UDYAM REGISTRATION

15/03/2023

* In case of graduation (upward/reverse) of status of an enterprise, the benefit of the Government Schemes will be availed as per the provisions of Notification No. S.O. 2119(E) dated 26.06.2020 issued by the M/o MSME.

Disclaimer: This is computer generated statement, no signature required. Printed from <https://udyamregistration.gov.in> & Date of printing:- 15/03/2023

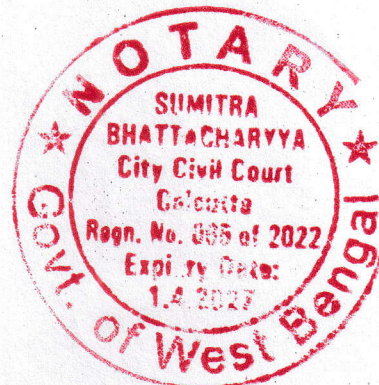
For any assistance, you may contact:

1. District Industries Centre: Paschim Bardhaman (WEST BENGAL)
2. MSME-DFO: KOLKATA (WEST BENGAL)

Visit : www.msme.gov.in ; www.dcmsme.gov.in ; www.champions.gov.in

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FORM 11

25

[See rule 58(2)]Name Of District : **PASCHIM BARDHAMAN**Name Of Block : **ANDAL**Name Of Gram Panchayat : **MADANPUR**Trade Registration No:- **817**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 **KAZI KHALIL ULLAH AND KAZI HOSNE HAYAT**

(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 : **COAL TRADE, E-AUCTION, TRANSPORTING AND GENERAL ORDER
SUPPLIER, MINERALS TRADING**Gram panchayat acknowledges a sum of **Rs. 1500** (Rupees One Thousand Five Hundred Only)From **DIAMOND MINERALS**

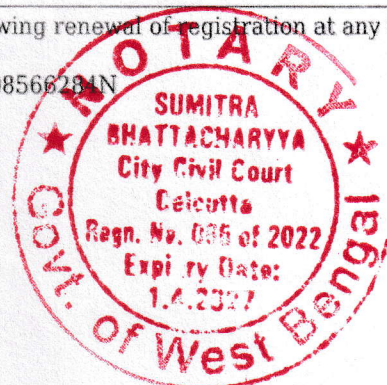
(Name of Trade)

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. NOCVSUV98566281N
<https://wbprd.gov.in/>





सत्यमेव जयते

Government of India

Form GST REG-06

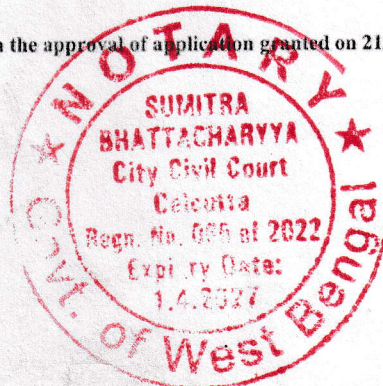
[See Rule 10(1)]

Registration Certificate

Registration Number : 19AAUFD4649N1ZG

1.	Legal Name	DIAMOND MINERALS			
2.	Trade Name, if any	DIAMOND MINERALS			
3.	Additional trade names, if any	null			
4.	Constitution of Business	Partnership			
5.	Address of Principal Place of Business	Andal South Bazar Sub Post Office, ANDAL, P.O-BAKTERNAGAR, P.S-ANDAL, MAJHI PARA, VILLAGE-CHITADANGA, Andal, Paschim Bardhaman, West Bengal, 713321			
6.	Date of Liability				
7.	Period of Validity	From	21/02/2023	To	Not Applicable
8.	Type of Registration	Regular			
9.	Particulars of Approving Authority	Signature Not Verified Digitally signed by W.C. BENGAL SERVICES TAX NETWORK 07 Date: 2023.02.21 11:45:24 IST			
Signature					
Name	SUMAN KUMAR JANA				
Designation	Assistant Commissioner				
Jurisdictional Office	DURGAPORE				
9. Date of issue of Certificate	21/02/2023				
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 21/02/2023 by the jurisdictional authority.



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

F23/MGP/24.

Dt: 04.12.2024.

NO OBJECTION CERTIFICATE

This Gram Panchayat Authority has no objection if KAZI KHALIL ULLAH AND KAZI HOSNE HAYAT Mouza Babuisole ,Plot No 759 760, Katian No 1645, Post:- Baktarnagar, P.S- Andal, Dist.-Paschim Bardhaman (West Bengal) carry on Business of COAL TRADING (E-AUCTION OF COAL) ,TRANSPORTING AND GENERAL ORDER SUPPLIER, MINARAL TRADING in the Name of the Style of "DIAMOND MINERALS" 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.

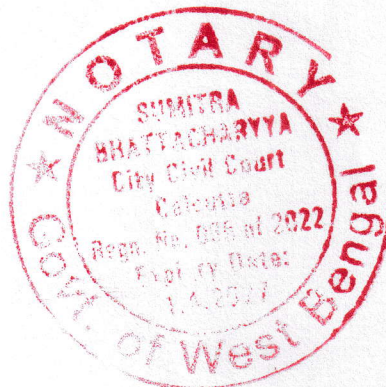
Date of issue: -04/12/2024

Valid upto: 03/12/2025

[Signature]
04/12/24
Pradhan

Madanpur Gram Panchayat
Pradhan

Madanpur Gram Panchayat



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 06, M/S
DIAMOND MINERALS.

Filed by

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