

**BEFORE THE NATIONAL GREEN TRIBUNAL,
(EASTERN ZONE BENCH), KOLKATA**

ORIGINAL APPLICATION NO. 70 OF 2025/EZ

BETWEEN

JAYPRAKAS CHAUDHURI

..... **APPLICANT**

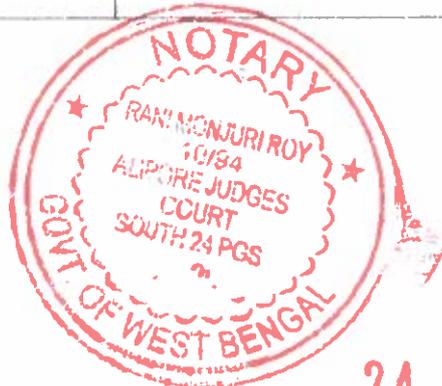
- Vs. -

STATE OF WEST BENGAL & ORS.

..... **RESPONDENTS**

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24 JUL 2025

Basu Babu Roy

Before the Notary of
Alipore Judges Court
Calcutta-27

×

Regd. No.....

N/12/24/25

**BEFORE THE NATIONAL GREEN TRIBUNAL,
(EASTERN ZONE BENCH), KOLKATA**

ORIGINAL APPLICATION NO. 70 OF 2025/EZ

BETWEEN

JAYPRAKAS CHAUDHURI

..... APPLICANT

- Vs. -

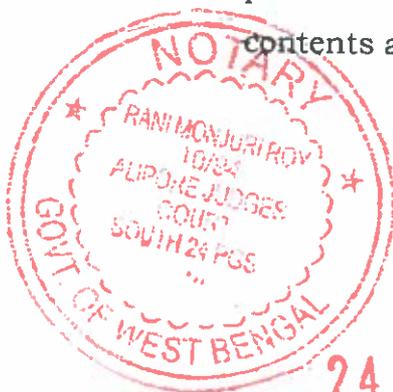
STATE OF WEST BENGAL & ORS.

..... RESPONDENTS

**Counter Affidavit on behalf of the respondent Nos. 12 to the Original
Application filed by the applicant.**

I, Basudev Roy, son of Late Harosit Roy, aged about 46 years, by- faith Hindu, by occupation-Business residing at A/5, Nayabad, P.O. & P.S- Panchasayar, Kolkata – 700094, District – South 24 Parganas, do hereby solemnly affirm and say as follows:

1. That I am respondent no12 herein and I am also well acquainted with the facts and circumstances of the instant case. I am competent to make and affirm this affidavit.
2. A copy of the instant application was served upon me and I have perused the said application and have understood the purported, contents and/or tenor thereof.



24 JUL 2025

Basudev Roy

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3. Before dealing with the various allegations and/or statements made in the different paragraphs of the said affidavit, I submit that the said application contains many incorrect allegations and/or statements which have been deliberately made only to mislead this Hon'ble Tribunal. I reserve my right to make further submissions on the issue at the time of hearing, if necessary.
4. Now I proceed to deal with the various averments and/or statements made in various paragraphs of the said affidavit. The statements and/or averments which are not specifically dealt with hereinafter are deemed not to be admitted.
5. With regard to the statements made in paragraph no. 1 of the said application, I offer no comment as the same are all matters of record and deny anything that which is inconsistent and/or contrary to the facts borne out from the records.
6. With regard to the statements made in paragraph no. 2 of the said application, I offer no comment as the same are all matters of record and deny anything that which is inconsistent and/or contrary to the facts borne out from the records.
7. With regard to the statements made in paragraph no. 3 (i) of the said application, I offer no comment as the same are all matters of record and deny anything that which is inconsistent and/or contrary to the facts borne out from the records. It is denied about the allegations of unlawful acts of filling up of the water body and/or tank was carried out by the respondents. I specifically state that Respondent herein purchased the plot of land from the Co-op



24 JUL 2025

Basanta Das

X

Society for residential purpose. The answering respondent mutated his name in Kolkata Municipal Corporation and the plot of the applicant is recorded as 'Land'. The applicant also obtained sanction plan from Kolkata Municipal Corporation. Photostat copy of deed of conveyance and mutation certificate are annexed and marked as 'Annexure R/1'

8. It is specifically stated that although the lands were recorded as water body in record of rights but physically said lands were solid land more than 60 years ago and prior to enactment of West Bengal Inland Fisheries Act, 1984.
9. With regard to the statements made in paragraph no. 3 (ii) & (iii) of the said application, I dispute the material allegation made therein by the petitioner and I further deny about the allegations of unlawful acts of filling up of the water body and/or tank was carried out by the respondents. I specifically state that one of the signatory of the letter dated 06.06.2009 being Dr Swapan Kumar Nandi lodged a complaint before Director of Fisheries about illegal filing of Ponds and wherein the Fisheries Department upon physical verification came to a finding by letter dated 10.08.2007 that allegation of filling up of the water body and/or tank is uncalled for as no existence of water body in the alleged place is present. Photostat copy of letter dated 10.08.2007 is annexed and marked as 'Annexure R/2'.



10. With regard to the statements made in paragraph no. 3 (iv), (v), (vi) & (vii) of the said application, I dispute the material allegation made therein by the petitioner and I further deny about the allegations of

24 JUL 2025

Biswajit Roy

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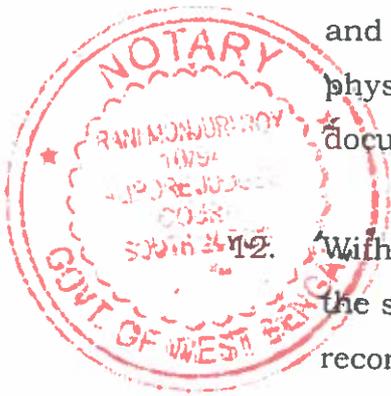
unlawful acts of filling up of the water body and/or tank was carried out by the respondents. I specifically state that the ARCS of the Co-operative Department made a specific enquiry over the allegation of filling up of the water body and/or tank and found the same uncalled for. I further state that Fisheries Department given a no -objection for conversion of the land from Beel to Bastu by memorandum dated 12.09.2011. Photostat copy of Enquiry Report and Memorandum dated 12.09.2022 are collectively annexed and marked as 'Annexure R/3'.

11. With regard to the statements made in paragraph no. 3 (viii), (ix), (x), (xi), (xii), (xiii) & (xiv) of the said application, I dispute the material allegation made therein by the petitioner and I further deny about the allegations of unlawful acts of filling up of the water body and/or tank was carried out by the respondents. It is stated that the documents, relied upon by the applicant herein, are redundant and not relevant in this context as the clear picture of nature and physical status of the said property cannot be assessed by such documents.

With regard to the statements made in paragraph nos. 4 and 5 of the said affidavit, I offer no comment as the same are all matters of record and deny anything that which is inconsistent and/or contrary to the facts borne out from the records. It is stated that the documents, relied upon by the applicant herein, are redundant and not relevant in this context as the clear picture of nature and physical status of the said property cannot be assessed by private documents.

24 JUL 2025

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- 13. Save and except matters of record and save what has been stated by me hereinbefore I do not admit any statement, averment, contention, submission as made/raised in the said application as if the same are expressly denied by me in seriatim and specifically traversed.
- 14. With reference to the statements made in paragraphs 6 and 7 of the said application and the prayers made therein, the answering Respondent denies and disputes the contentions made therein save and except what are matter of records and further states that none of the prayers are tenable in the eye of law and should not be granted.
- 15. I humbly submit that in the facts and circumstances as narrated hereinabove, this Hon'ble Tribunal may be pleased to dismiss the said Petition with costs.
- 16. That the statements contained in paragraph nos. 1 to 14 of the foregoing affidavit are true to my knowledge and the rests are my humble submissions before the Hon'ble Tribunal.

RANI MONJURI ROY
 NOTARY
 PUBLIC
 Kolkata-700 027
 Regd. No.-10/94

solemnly sworn and declared
 before me on identification of
 advocate at Allipur Pidgea Court
 Calcutta under Notaries Act, 1952
 at.....

Identified by me -

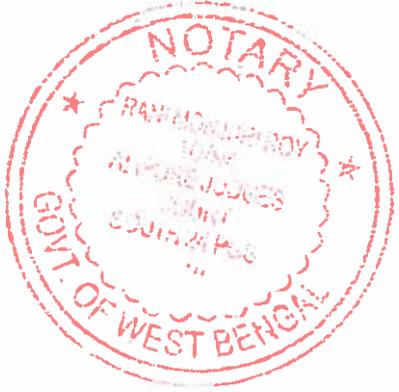
 Advocate



 DISPONENT

Enrolment No. WB/199/2009

RANI MONJURI ROY
 Notary, Govt of West Bengal
 Regd. No. 10/94
 23.10.2028



24 JUL 2025



CONVEYANCE

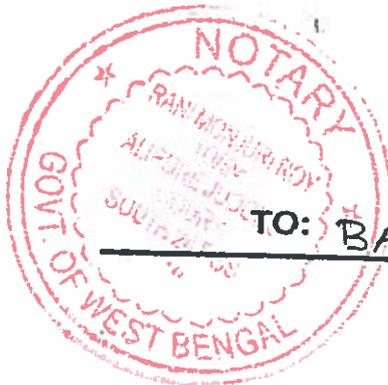
Re : PLOT NO. 75A. (Phase-I)

AREA 02KT.08CH;00@SFT.

FROM :

**THE JADAVPUR CO-OPERATIVE LAND AND HOUSING
SOCIETY LIMITED**

— VENDOR SOCIETY



TO: BASUDEB ROY

— PURCHASER MEMBER

56941

V/c NO. 1350/NO. OF 07291/200

7(1): 95 cl
9(1): 90 cl
10.1.1

AD 2 96.350

Certified that the document is admitted to registration in accordance with the provisions of the Act and the amount of stamp duty paid with this instrument is the amt of the document.

23 Thth
1605000

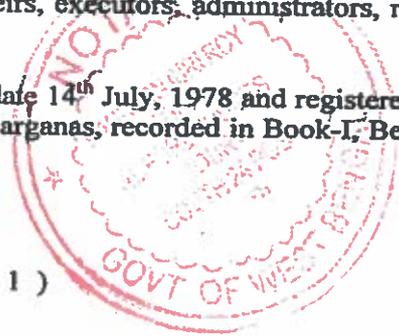
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ADDL. REGISTRAR - III
Mour South 24 Parganas
JADAVPUR CO-OPERATIVE LAND AND HOUSING SOCIETY LTD.
Regd No 116/CAL of 1965

THIS INDENTURE is made on this the 24th day of September in the year Two Thousand Ten BETWEEN THE JADAVPUR CO- OPERATIVE LAND AND HOUSING SOCIETY LIMITED registered under the West Bengal Co-operative Society Act, 1940 Registration No. 116/CAL of 1965) and having its registered office at Jadavpur University, P.S. Jadavpur, Kolkata - 700032, in the District of South 24-Parganas, represented by its constituted Attorney SRI RAMENDRA NATH SOM, Advocate, son of Late Amiya Kumar Som, residing at G-6, Cluster-XII, Purbachal Housing Estate, Salt Lake City, Sector-III, Kolkata - 700097, by virtue of a registered General Power of Attorney which was registered in the office of the Addl. Registrar of Assurances-III, Kolkata, recorded in Book-IV, Deed No. 4060, for the year 2001, hereinafter referred to as the VENDOR SOCIETY (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to include its successor or successors, assign or assigns or legal representatives) of the ONE PART :

AND

SRI/SMT. BASUDEB ROY son/wife/daughter. HAROSIT ROY
by occupation BUSINESS, at present residing at
A/5, NAYABAD, MUKUNDA PUR, P.S. PURBA JADAVPUR
KOLKATA - 700095.
a shareholder member of the Vendor Society hereinafter referred to as the PURCHASER MEMBER (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to include his/her heirs, executors, administrators, representatives and assigns) of the OTHER PART :

WHEREAS by a Conveyance bearing the date 14th July, 1978 and registered at the office of the District Sub-Registrar, Alipore, 24-Parganas, recorded in Book-I, Being No. 4092, for the year 1978 the Vendor Society



8

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 14
Page from 321 to 335
being No 07291 for the year 2010.



সদহন চন্দ্র দাস - III
জি.ও. ডি.সি.সি. ২৪ পর্গানা

(Sadhan Chandra Das) 01-October-2010
DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS
Office of the D.S.R.-III SOUTH 24-PARGANAS
West Bengal





Government Of West Bengal
Office Of the D.S.R.-III SOUTH 24-PARGANAS
District:-South 24-Parganas

Endorsement For Deed Number : I - 07291 of 2010
(Serial No. 06941 of 2010)

On 24/09/2010

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

Presented for registration at 21.15 hrs on :24/09/2010, at the Private residence by Sri Ramendra Nath Som ,Executant.

Executed by Attorney

Execution by

1. Sri Ramendra Nath Som, son of Late Amiya Kumar Sen , Purbachal Housing Estate, G-6, Cluster - Xii, Salt Lake City, Kolkata, Thana:-Salt Lake, District:-North 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700097 By Caste Hindu By Profession: Others,as the constituted attorney of The Jadavpur Co-op. Land And Housing Society Ltd. is admitted by him.

Identified By Kumar Kartick Dey, son of Late Barada Ch. Dey, 6/80/3a, BIJOY GARH, Kolkata, Thana:-Jadavpur, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700032 , By Caste: Hindu, By Profession: Service.

(Sadhan Chandra Das)
 DISTRICT SUB-REGISTRAR-III OF SOUTH
 24-PARGANAS

On 27/09/2010

Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 23,4 of Indian Stamp Act 1899.

Payment of Fees:

Fee Paid in rupees under article : A(1) = 17644/- ,E = 14/- ,H = 28/- ,M(b) = 4/- on 27/09/2010

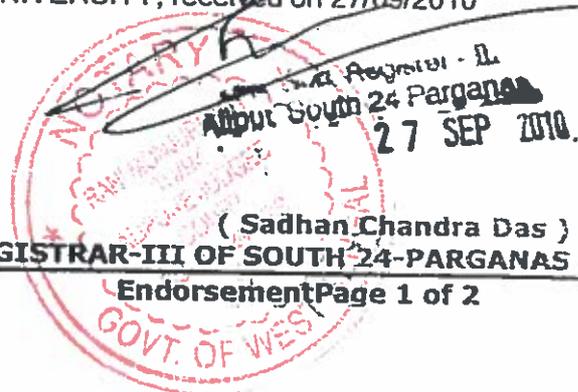
Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-1605000/-

Certified that the required stamp duty of this document is Rs.- 96320 /- and the Stamp duty paid as: Nil /-

Deficit stamp duty

Deficit stamp duty Rs. 96330/- is paid, by the Bankers cheque number 091245, Bankers Cheque Date 03/09/2010, Bank Name State Bank of India, JADAVPUR UNIVERSITY, received on 27/09/2010



27/09/2010 17:04:00

(Sadhan Chandra Das)
 DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS

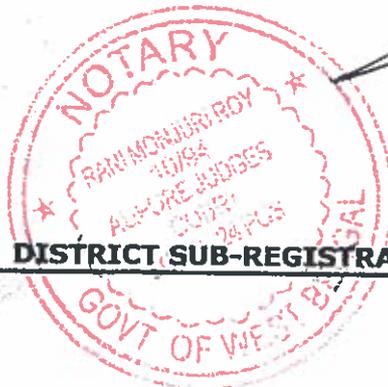
Endorsement Page 1 of 2



Government Of West Bengal
Office Of the D.S.R.-III SOUTH 24-PARGANAS
District:-South 24-Parganas

Endorsement For Deed Number : I - 07291 of 2010
(Serial No. 06941 of 2010)

(Sadhan Chandra Das)
DISTRICT SUB-REGISTRAR-III OF SOUTH
24-PARGANAS



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District Sub-Registrar-III of South 24 Parganas

27 SEP 2010

(Sadhan Chandra Das)
DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS

✱



absolutely purchased for valuable consideration mentioned therein from Sunil Kumar Mitra and others the total land measuring 10.93 acres (10 acre 93 decimal) in R. S. Dag Nos. 83, 85, 87, 88, 89, 91, 131, 132, 135, 136, and 139 Khatian No. 101, J. L. No. 25, Touzi No. 56 in Mouza Nayabad P. S Kasba in the District of South 24-Parganas.

AND WHEREAS by a further Deed of Conveyance bearing the date 8th February, 1979 and registered at the office of the District Sub-Registrar Alipore, 24-Parganas in Book No. 1 Being No. 590 for the year 1978, the Vendor Society absolutely purchased for valuable consideration mentioned therein from Sunil Kumar Mitra and others the total land measuring a further 10.93 acres (10 acres and 93 decimals) in R. S. Dag Nos. 83, 85, 87, 81, 89, 91, 131, 132, 135, 136 and 139, Khatian No. 101, J. L. No. 25 Touzi No. 56 in Mouza Nayabad in P. S. Kasba in the District of South 24-Parganas.

AND WHEREAS by a further Deed of Conveyance bearing date 3rd December, 1979 and registered at the office of the District Sub-Registrar, Alipore, 24-Parganas in Book No. 1 Being No. 5334 for the year 1979 the Vendor Society absolutely purchased for valuable consideration mentioned therein from Ganesh Chandra Pramanick and others the total land measuring 1 bigha 11 cottahs ($0.53\frac{1}{2}$ acres) in Dag No. 139, J. L. No. 25, Khatia No. 90, R. S No. 3, Touzi No. 56, Mouza Nayabad, P. S. Kasba in the District of South 24-Parganas .

AND WHEREAS by a further Deed of Conveyance bearing date 3rd December, 1979 and registered at the office of the District Sub-Registrar Alipore, 24-Parganas in Book No. 1, Being No. 5335 for the year 1979 the Vendor Society absolutely purchased for valuable consideration mentioned therein from Kubir Mondal and others the total land measuring 16 cottahs and 8 chittaks ($0.28\frac{1}{2}$ acres) in Dag No. 139 J. L. No. 25 Khatian No. 90 R. S. No. 3, Touzi No. 56, Mouza Nayabad, P. S. Kasba in the District of South 24-Parganas.

AND WHEREAS by a further Deed of Conveyance bearing date 3rd December, 1979 and registered at the office of the District Sub-Registrar Alipore, 24-Parganas, in Book No. 1 Being No. 5336 for the year 1979 the Vendor Society absolutely purchased for valuable consideration mentioned therein from Methor Bag and others the total





land measuring more or less 3 bighas (0.99 acres) in Dag No. 196, J. L. No. 25, Khatian No. 76, R. S. No. 3, Touzi No. 56, Mouza Nayabad, P. S. Kasba in the District of South 24-Parganas.

AND WHEREAS by a further Deed of Conveyance bearing date 21st December, 1979 and registered at the Office of the District Sub-Registrar, Alipore 24-Parganas in Book No. 1, Being No. 6957 for the Year 1979 the Vendor Society absolutely purchased for valuable consideration mentioned therein from Sunil Kumar Mitra and others the total land measuring 10.93 acres (10 acres 93 decimal) in Dag No. 83, 135, J. L. No. 25 Khatian No. 101, R.S. No. 2, Touzi No. 56, Mouza Nayabad, P. S. Kasba in the District of South 24-Parganas.

AND WHEREAS by a further Deed of Conveyance bearing date 29th April, 1980 and registered at the Office of the District Sub-Registrar, Alipore, 24-Parganas in Book No. 1, Being No. 3223 for the year 1980, the Vendor Society absolutely purchased for valuable consideration mentioned therein from Sunil Kumar Mitra and others the total land measuring 10.92 acres (10 acres 92 decimal) in Dag Nos. 83, 85, 87, 88, 89, 91, 131, 135, 136 and 139 J. L. No. 25, Khatian No. 101, R. S. No. 3, Touzi No. 56 Mouza Nayabad P. S. Kasba in the District of South 24-Parganas.

AND WHEREAS the Vendor Society recorded its name with the office J. L. R. O. Behala by order under Memo Nos. 2086, 2087 and 2089 dated 6.6.1980 as absolute owner of all the land measuring about 45.52 acres (137 Bighas 5 cottahs 7 chittaks and 31 sq. feet) so purchased from the above mentioned parties and is thus seized and possessed of or/and otherwise well and sufficiently entitled so their absolute and indefeasible right and interest free from all encumbrances, liens, charges, lispendens, attachments, and is in khas possession thereon.

AND WHEREAS by a further Deed of Conveyance bearing the date 8th February, 2000 and registered at the Office of the District Sub-Register-III, Alipur, 24-Parganas (South) in Book No. 1, Being No. 657, for the year 2000, the Vendor Society absolutely purchased for valuable consideration mentioned therein from Kanti Ranjan Chakraborty and others the total land measuring .099 acre (6 cottahs) in R.S. No. 3, Dag No. 191 (part), J. L. No. 25, khatian No. 76, S. 145, Touzi No. 56, Mouza Nayabad, P.S. Kasba under Calcutta Municipal Corporation Ward

(3)





- 18 -

No. 109 and Mutated - Memo: 18/753/Mut/Addl. B .L. & L.R.O./T.M/2001, dated 9.4.01.

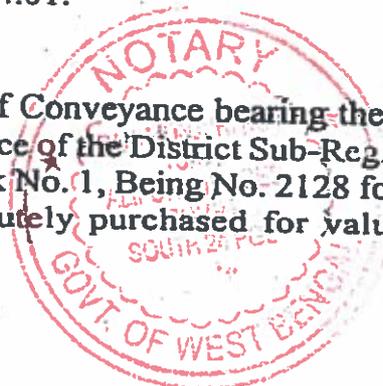
AND WHEREAS by a further Deed of Conveyance bearing date 15th February 2000 and registered at the Office of the District Sub-Register-III, Alipur, 24-Parganas (South) in Book No. 1, Being No. 765 for the year 2000, the Vendor Society absolutely purchased for valuable consideration mentioned therein from Kanti Ranjan Chakraborty and others the total land measuring .099 acre (6 Cottahs) in R. S. No. 3, Dag No. 191 (part), J. L. No. 25, Khatian No. R. S. 145, Touzi No. 56, Mouza Nayabad, P. S. Kasba Under Calcutta Municipal Corporation Ward No. 109 and Mutated -Memo No. 18/753/Mut/Addl. B.L.& L.R.O./T.M/2001, dated 9.4.01 .

AND WHEREAS by a further Deed of Conveyance bearing date 22nd February, 2000 and registered at the Office of the District Sub-Register-III, Alipur 24-Parganas (south) in Book No. 1, Being No. 874 for the year 2000, the Vendor Society absolutely purchased for valuable consideration mentioned therein from Kanti Ranjan Chakraborty and others the total land measuring .099 acre (6 Cortahs) in R. S. No. 3, Dag No. 191 (part), J. L. No. 25, Khatian No. R. S. 145, Touzi No. 56, Mouza Nayabad, P. S. Kasba udner Calcutta Municipal Corporation Ward No. 109 and Mutated -Memo No. 18/753/Mut/Addl. B. L. & L.R.O/T.M/2001, dated 9.4.01.

AND WHEREAS by a further Deed of Conveyance bearing the date 24th March, 2000 and registered at the Office of the Dirtrict Sub-Register-III, Alipur, 24-Parganas (South) in Book No. 1, Being No. 1296 for the year 2000, the Vendor Society absolutely purchased for valuable consideration métioned therein from Kanti Ranjan Chakraborty and others the total land measuring .103125 acre (6 Cottahs and 4 Chittaks) in R. S. No. 3, Dag No. 191 (part), J. L. No. 25, Khatian No. R.S.145, Touzi No. 56, Mouza Nayabad, P.S. Kasba under Calcutta Municipal Corporation Ward No. 109 and Mutated-Memo. : 18/753/Mut/Addl.B.L.&L.R.O./T.M/2001, dated 9.4.01.

AND WHEREAS by a further Deed of Conveyance bearing the date 6th June, 2000 and registered at the Office of the District Sub-Register-III, Alipur, 24-Parganas (South) in Book No. 1, Being No. 2128 for the year 2000, the Vendor Society absolutely purchased for valuable

(4)





consideration mentioned therein from Kanti Ranjan Chakraborty and others the total land measuring .099 acre (6 Cottahs) in R. S. No. 3, Dag No. 191 (part), J. L. No. 25, Khatian No. R.S.145, Touzi No. 56, Mouza Nayabad, P.S. Kasba under Calcutta Municipal Corporation Ward No. 109 and Mutated - Memo : 18/753/Mut/Addl.B.L & L.R.O/TM/2001, dated 9.4.01

AND WHEREAS in pursuance of the object of developing the area for residential purposes of the members the Vendor Society effected improvements thereon by filling earth and making the same of uniform level laid out roads, passages, and divided the area into several plots of different sizes and measurements for distribution among the members of the Vendor Society. The entire land on which the said plots have been so carved out is fully described in the first schedule being Schedule 'A' hereunder written.

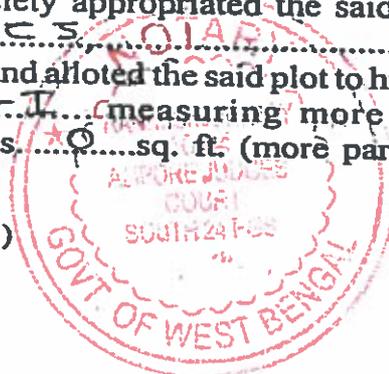
AND WHEREAS pursuant to an application for membership of the Vendor Society made by the PURCHASER MEMBER for obtaining a plot of land and agreeing to comply with the terms and conditions of the Vendor Society for the demise thereof the purchaser member was admitted as a member of the Vendor Society.

AND WHEREAS by a resolution dated 2. 5. 87 it was decided by the Vendor Society to allot different plots of land to its different members by lottery and such lottery was held on 31. 5. 87 whereby the PURCHASER MEMBER was allotted the plot of land more particularly described in Schedule 'B' herein below and hereinafter referred to as the said plot and the PURCHASER MEMBER has accepted such lottery.

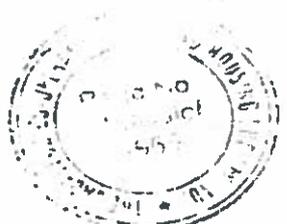
AND WHEREAS the PURCHASER MEMBER has paid a sum of Rs. 1,00,000/- to the Vendor Society from time to time as required by the Vendor Society.

AND WHEREAS the Vendor Society appropriated the said sum of Rs. 1,00,000/- (Rupees ONE LACS only) in full payment of the consideration and allotted the said plot to him being all that the plot No. 75A PH-I measuring more or less 2 cottahs 8 chittaks 0 sq. ft (more particularly

(5)



Kanti Ranjan Chakraborty



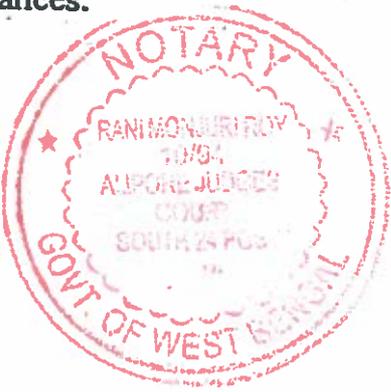
- 15 -

described in the second Schedule being Schedule 'B' hereunder written and also marked red in the annexed plan) in favour of the PURCHASER MEMBER.

AND WHEREAS the PURCHASER MEMBER has taken inspection of the scheme himself/herself of the plan and of the said allotted plot and has satisfied himself/herself as to size and condition thereof, and also that the said sum of Rs. 1,00,000/- is the fair and reasonable purchase consideration thereof.

Handwritten signature

NOW THIS INDENTURE WITNESSETH that pursuant to the aforesaid allotment to the PURCHASER MEMBER and in consideration of the said sum of Rs. 1,00,000/- (Rupees ONE LACS only) paid by the purchaser member to the vendor society (the receipt where of the Vendor Society does hereby and also by the Memorandum of Consideration hereunder written admits and acknowledges and acquits and releases the demiser premises and the purchaser member from the same) the said Vendor Society does hereby SELL, TRANSFER, CONVEY, assign, confirm and assure unto the purchaser member ALL THAT the piece and parcel of vacant land being the said Plot bearing plot No. 75A measuring about cottahs TWO & 1/2 chittaks and ZERO sq. ft. more particularly described in the Second Schedule being Schedule 'B' hereunder written and as shown in the annexed plan in red boundary line OR HOW SO EVER OTHERWISE the same is or are heretofore was or were butted bounded called known numbered described or distinguished TOGETHER WITH ALL AREAS, PATHS, PASSAGES, DRAINS, water courses and all manner of rights liberties, privileges easements, appendages and appartainances whatsoever belonging to or in any way apartaining to the said plot TOGETHER WITH all reversion or reversions, remainder or remainders and the rents issues and profits thereof of the plot hereby sold, transferred and conveyed TO HAVE AND TO HOLD the said piece or parcel of land together with the rights liberties and APARTAINANCES aforesaid to the said PURCHASER MEMBER absolutely and forever, free from all encumbrances.





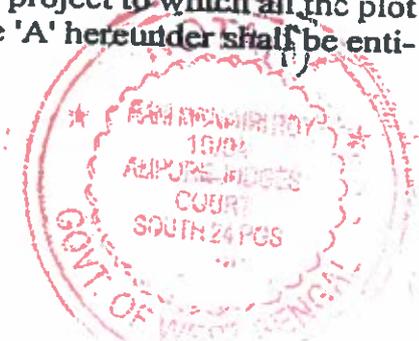
THE VENDOR SOCIETY HEREBY COVENANTS WITH THE PURCHASER MEMBERS AS FOLLOWS :-

- (1) The said plot of land hereby demised and conveyed is till date free from all encumbrances, liens, lispendens, attachments and / or any scheme of acquisition form any authority whatsoever.
- (2) The said vendor society has good right, full power and absolute authority to convey the said piece or parcel of land hereby transferred to the said purchaser member in the manner aforesaid.
- (3) The said PURCHASER MEMBER shall be entitled to enter upon and enjoy the said pieceand parcel of land and enjoy the rents, issues and profits thereof without any eviction, interruption, whatsoever by or from the said vendor society or any person or persons claiming through under or in trust for the said vendor society.
- (4) The said Vendor Society and all persons claiming through under or in trust for the Vendor Society shall at all times hereafter at the request and costs of the said purchaser member his / her heirs executors and assigns do or cause to be done all such acts, deeds, matters and things for more perfectly assuring to the said purchaser member his / her heirs, executors and assigns as may be reasonably required from time to time, and also to produce necessary documents of the title relating to or in anyway connected with the said plot that are being retained by the vendor society.

AND THE PURCHASER MEMBER DOTH HEREBY COVENANT WITH THE VENDOR SOCIETY AS FOLLOWS :-

- (1) That the Purchaser Member and his assignees and / or transferees in respect of the said plot shall be always bound by the decisions taken by the Vendor Society in so far as the upkeep and maintenance of common facilities and/or conveniences relating to the said plot and the common areas of enjoyment in the entire project to which all the plot holders of the lands descried in Schedule 'A' hereunder shall be enti-

(7)





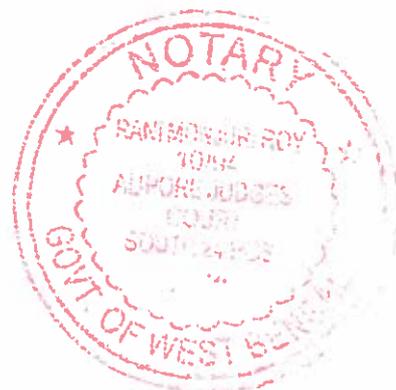
tled to and the PURCHASER MEMBER shall be bound to pay to the Vendor Society the periodic charges that shall be determined by the Vendor Society from time to time whether FORMALLY DEMANDED OR NOT AND THE VENDOR SOCIETY SHALL BE ENTITLED in case of default on the part of the purchaser member to realise such sums as a money claim or in the alternative to stop and/or discontinue, such common facilities provided always that upon the Purchaser Member duly paying such charges and observing and complying with such decisions as aforesaid, the purchaser member and his assignees and/or transferees shall be free to uninterruptedly use and enjoy the common facilities and conveniences and common areas of enjoyment in exactly the same manner as other plot holders of lands described in Schedule 'A'.

THE FIRST SCHEDULE ABOVE REFERRED TO:

'A'

ALL THAT the piece and parcel of land measuring more or less 141 bighas 11 cottahs 11chittaks and 31 sq. ft. situated and lying at and being comprised being R. S. Dag Nos. 3, 83, 85, 86, 87, 88, 89, 91, 131,132, 135, 136, 139 and 191(Part) J. L. No. 25, Touzi No. 56, Khatian Nos. 76, 90,101,103, 104 and 145 Mouza Nayabad within P. S. Kasba under Calcutta Municipal Corporation Ward No. 109.

(8)



Q. con hble pan.



THE SECOND SCHEDULE ABOVE REFERRED TO
'B'

ALL THAT Residential Plot No. 75A PH-D measuring more or less 2 Cottahs 8 chittaks 0 Sq. ft. out of the land mentioned in the First Schedule, bounded

ON THE NORTH BY : PLOT no - 75

ON THE SOUTH BY : PLOT NO. 75B

ON THE EAST BY : R. S DAG No. 131, 132,

ON THE WEST BY : 25ft wide Road.

and as shown in the annexed plan in red boundary line.

IN WITNESS WHEREOF the Vendor Society and the Purchaser Member have set and subscribed their hands and seals the day, month and year first written above.

SIGNED SEALED AND DELIVERED BY
THE VENDOR SOCIETY
AT CALCUTTA IN THE PRESENCE OF :

Q. con hble pan.

as constituted attorney for
and on behalf of Jadavpur
Co-op Land & Housing Society Ltd.

- Harasit Ray*
- Pradyut kr Bose*

SIGNED ; SEALED AND DELIVERED
BY THE PURCHASER MEMBER AT
CALCUTTA IN THE PRESENCE OF :

- Harasit Ray*
- Pradyut kr Bose*

Common Seal of the Society
affixed pursuant to resolution
of the Society dated 20/09/2010



(9)



- X -

MEMO OF CONSIDERATION

RECEIVED of and from the within named purchaser member the within mentioned sum of Rs. 1,00,000/- Rupees ONE LACS..... (only) in full satisfaction of the consideration money paid to the Vendor Society as mentioned in the Deed of Conveyance.

By cash - - - - - 1,00,000/-

Witness :

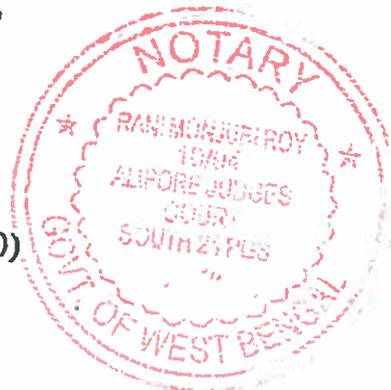
Sanjay roy.

1) *Harshit Ray*
Alipore
Mulim Jaker
Kol - 99

2) *Pradyut Kr Bose -*
Alipore. Police court.
Kol-27.

DRAFTED BY MR: - AS PER PROFORMA
Kamalendu Chakraborty
KAMALENDU CHAKRABORTY
B.Com., L.L.B
Advocate, Alipore Police Court
Enrolment No. - F.1359/1346
25-08-1981

(10)



~~2~~ 1

PH-I

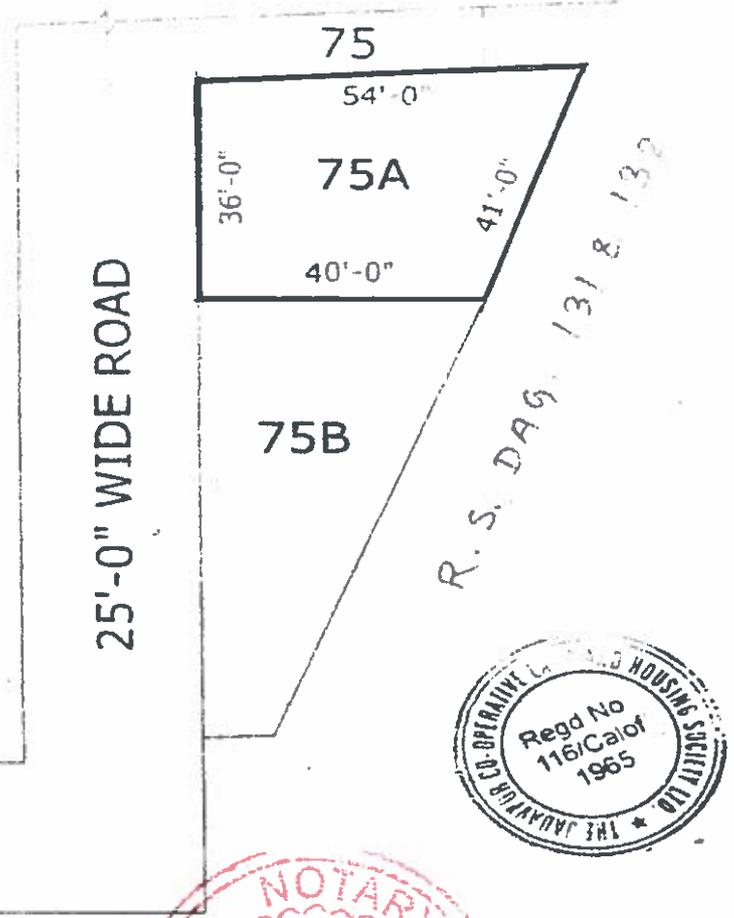
SITE PLAN OF PLOT No. - 75A OF THE JADAVPUR
CO-OPERATIVE LAND AND HOUSING SOCIETY LTD.
(REGD. NO. 116/ CAL OF 1965) CORRESPONDING R.S.
DAG NO.-131 & 132 (IN PART) MOUZA NAYABAD
J.L. NO. 25; P.S.-PURBA JADAVPUR; DIST.-24 PARAGANA IS
UNDER K.M.C. WARD NO.-109 (U). SCALE: 1"=50'-0"

AREA OF LAND :- 02 KT. - 08 CH. 00 SFT. (M/L)

THE PLOT SHOWN BY RED BORDER LINE -

NAME OF PURCHASER :- BASUDEB ROY

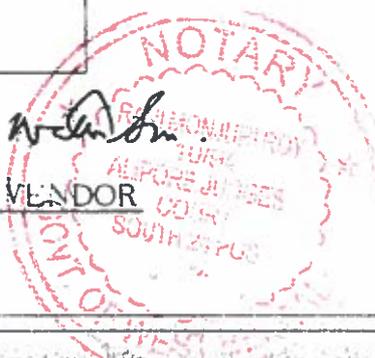
NORTH



SIG. OF PURCHASER

Basudeb Roy

SIG. OF VENDOR



DRAWN BY

CHITRA BANDYOPADHYAY

~~X~~

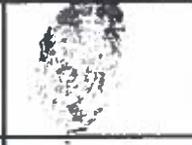
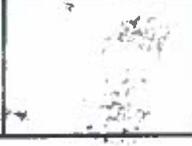
Thumb 1st finger Middle Finger Ring Finger Small Finger

PHOTO	left hand					
	right hand					

Name

Signature

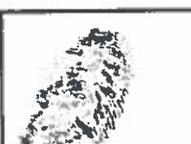
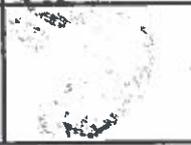
Thumb 1st finger Middle Finger Ring Finger Small Finger

	left hand					
	right hand					

Name *Basu, Wally*

Signature

Thumb 1st finger Middle Finger Ring Finger Small Finger

	left hand					
	right hand					

Name *Basu, Deb Roy*

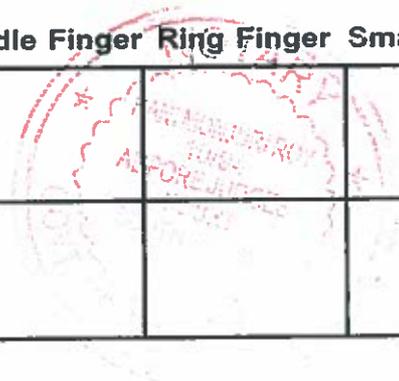
Signature *Basu, Deb Roy*

Thumb 1st finger Middle Finger Ring Finger Small Finger

PHOTO	left hand					
	right hand					

Name

Signature



No. 14319

203

KOLKATA MUNICIPAL CORPORATION

ASSESSMENT - COLLECTION DEPARTMENT (BOROUGH XII)
SANTOSH PUR MARKET (3RD FLOOR), SANTOSH PUR, KOLKATA - 700 075

MUTATION CERTIFICATE

CASE No. :

SUB : Your application for mutation dated
O/109/30-AUG-12/10905

in respect of

Dag : 131,132 Khatian : 101 Assessee No. : 30/08/2012
Mouza : NAYABAD
To, Premises Number: 3276, NAYABAD
Sri/Smt Nature of Premise: VACANT LAND 311090864079

SRI BASUDEB ROY

Mailing Address of the Applicant (s):
A/5, NAYABAD
P.O- MUKUNDAPUR
KALKATA-99

Dear Sir/Madam,
700099

With reference to the aforesaid subject you are hereby informed that the prayer of mutation has been granted in your favour by this department on _____ and henceforth the person(s) who will be treated as owner(s) /person(s) liable to pay tax in respect of the premises in question are as follows. 30/08/2012

SRI BASUDEB ROY



30/8/12
Asstt. Assessor Collector
The Kolkata Municipal Corporation
Borough- XII



Yours faithfully
30/8/12
Dy. Assessor-Collector
Dy. Assessor-Collector
Borough- XII

Certificate No. - ~~28~~

Reg. No. 75A/257

The Jadavpur Co-operative Land & Housing Society Limited.

CALCUTTA - 32

Registration No. 116/Cal. of 1965
Registered under the Bengal Co-operative Society's Act. 1940

SHARE CERTIFICATE

This is to certify that Sri/Sm. Basudeb Roy
of A/5, Nayabad Mukundapur, Kal - 99
is the Registered Holder of one share of Rs. 100/- number One
inclusive in **The Jadavpur Co-operative Land and Housing Society Limited**
subject to the Rules and Bye Laws of the Society, upon which payment of share value has been made as
per endorsement on the reverse.

Given under the Common Seal of the Society 11th
day of May 19 2005

THE JADAVPUR CO-OPERATIVE
LAND AND HOUSING SOCIETY LTD.
REGD. NO. 116/CAL. OF 1965
K. S. DEY
Secretary.

Vice-Chairman.

[Signature]
Chairman.
Chairman.



Government of West Bengal
Office of the Assistant Director of Fisheries,
South 24 Parganas, Alipore, Kolkata-700027

Memo No. 777 /Sch.-63/ADF-South 24 Pgs.

Date: 10.08.2007

To
Dr. Swapan Kanti Nandi,
P-350, Jadavpur Co-operative Land & Housing Society Ltd,
Kolkata-94.

Sub:- Illegal filling of ponds under the jurisdiction of Jadavpur Co-operative Land & Housing Society Ltd, Nayabad, P.O.:- Kalikapur, Kolkata-99

Ref.: This office memo no. 466(8)/4 dated 23.05.07.

Sir,

With reference to the subject cited above, I would like to inform you that on receiving a complaint from your end regarding illegal filling of water body at above mentioned subject this office conducted an enquiry into the matter and subsequently issued a letter vide memo no. stated above to the offender with instruction to submit all relevant papers related to the water body in question. After examining the papers submitted by the offender as well as your end, it revealed that there is no existence of any recorded water body at the alleged spot. But physically five (5) nos. of water body were noticed during enquiry, where some bamboo pilling and filling material was found. It may be inevitable to check the erosion of the embankment.

If you disagree with the above observation, may come up with valid documentary evidence to the office of the undersigned.


Assistant Director of Fisheries
South 24 Parganas, Alipore, Kolkata

Memo No 777 (2) /Sch.-63/ADF-South 24 Pgs.

Date: 10.08.2007

Copy forwarded for favour of information to:-

- 1. The Director of Fisheries, West Bengal, Jessop Building, 63, Netaji Subhash Road, Kolkata-700001.
- 2. The Deputy Director of Fisheries, Kolkata Zone 9A, Esplanade East, Kolkata-69.


Assistant Director of Fisheries
South 24 Parganas, Alipore, Kolkata

Typed Copy

Government of West Bengal
Office of the Assistant Director of Fisheries,
South 24-Parganas, Alipore, Kolkata - 700027

Memo No.777/Sch.-63/ADF-South 24 Pgs.

Date:10.08.2007

To,
Dr. Swapan Kanti Nandi,
P-350, Jadavpur Co-operative Land & Housing Society Ltd.
Kolkata - 94,

Sub :- Illegal filling of ponds under the jurisdiction of Jadavpur Co-operative
Land & Housing Society Ltd., Nayabad. P.O.:- Kalikapur, Kolkata - 99

Ref.: This office memo No.466(8)/4 dated 13.05.07.

Sir,

With reference to the subject cited above, I would like to inform you that on receiving a complaint from your end regarding illegal filling of water body at above mentioned subject this office conducted an enquiry into the matter and subsequently issued a letter vide memo no. stated above to the offender with instruction to submit all relevant papers related to the water body in question. After examining the papers submitted by the offender as well as your end, it revealed that there is no existence of any recorded water body at the alleged spot. But physically five (5 Nos of water body were noticed during enquiry. When some bamboo pilling and pilling material was found. It may be inevitable to check the erosion of the embankment.

If you disagree with the above observation, my come up with valid documentary evidence to the office of the undersigned.

Sd/-

Assistant Director of Fisheries
South 24-Parganas, Alipore, Kolkata

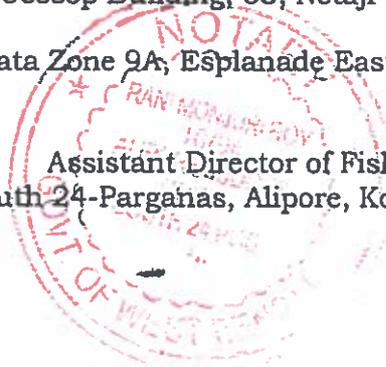
Memo No.777(2)/Sch.-63/ADF-South 24 Pgs.

Date:10.08.2007

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1. The Director of Fisheries, West Bengal Jessop Building, 63, Netaji Subhas Road, Kolkata - 700001.
2. The Deputy Director of Fisheries, Kolkata Zone 9A, Esplanade East, Kolkata - 69.

Assistant Director of Fisheries
South 24-Parganas, Alipore, Kolkata



~~28~~

ENQUIRY REPORT
UNDER SECTION 84 (1) OF W.B.C.S. ACT 1973

ON THE AFFAIRS OF

JADAVPUR COOPERATIVE LAND
AND HOUSING SOCIETY LTD.



~~X~~

*Enquiry Report under Section 84 (1) of W.B.C.S. Act 1973 on
the affairs of Jadavpur Cooperative Land and Housing Society Ltd.*

The Deputy Registrar of Cooperative Societies (Housing), Calcutta Metropolitan Area Housing Cell, under his Order No. 1638/CMAH dated 17.11.86, read with his Order No. 199/CMAH dated 5.3.1987 and Order No. 987/CMAH dated 13.10.1987, authorised me to conduct an enquiry into the constitution, working and financial condition of Jadavpur Cooperative Land and Housing Society Ltd. under Section 84(1) of W.B.C.S. Act, 1973. I have duly conducted and completed the enquiry within the specified time. My findings are as follows:

INTRODUCTION

The Society was registered on 16.11.1965 under No. 116/Cul with 23 promoter members. Its registered address is Jadavpur University, Calcutta-32 and its area of operation is the whole of Calcutta Municipal Corporation and 24-Parganas.

OBJECTS

The principal object of the society is to establish settlements by affording facilities for owning plot, flat or house and ultimately develop the settlements into self-sufficient communities. And in furtherance thereof the society may raise funds, procure lands by way of purchase, hire or lease, develop the said lands, sell, lease or let out such lands, erect or purchase buildings, help members to build houses etc.

MEMBERSHIP

The Member Register contains names and addresses of 1013 persons, although admission fee and share money, which entitle one to enjoy the rights of membership, have been realised from only 735 persons upto 31.3.1987.

The housing project of the Society has been finalised. It envisages distribution of only 543 plots among its members (In phase-I 369 plots and in Phase II 174 plots). So, 192 persons out of 735 will not get any plot of land. In terms of the proviso to Rule 201 of W.B.C.S. Rules 1974, the no. of members should have been restricted to the number of plots available. The position should be set right forthwith and the Member Register should be rectified accordingly.

Membership of the Society is open only to those persons not owning any building sites, houses or flats in the area of the society (Rule 201). Every member is accordingly required under Rule 202 of W.B.C.S. Rules 1974, to file an affidavit declaring, among others, the particulars of land, building, house, flat, tenement etc. if any owned by him in his own name or in the name of any member of his family. But no such declaration has been obtained before enrolling one as member and allotting him plot. The Society should obtain affidavit accordingly from all the members immediately. Any person who will be found to be owning any homestead land, building, flat etc. in Calcutta and 24-Parganas (area of the society) shall be removed from membership after observing necessary formalities.

The society has enrolled members for plots in phase II of the Project by advertisement in The Statesman dated 24.8.1986. Affidavit should be obtained also from them accordingly.



- 28 -

MANAGEMENT

Dr. Triguna Sen, the then Vice-Chancellor of the Jadavpur University, was the Chairman of the first Managing Committee of the Society consisting of 9 Directors who were elected by the promoters in their meeting held on 27.6.1965. (But he has not paid admission fee and value of one share to retain his membership of the society). As per bye-law No. 36 of the Society the Managing Committee shall consist of 12 members; but the first Managing Committee may be with 9.

The old Minute Book of the society for the period upto 1978 was not made available to me in spite of repeated requests. The Chairman and the Secretary stated that it was lying with the previous Secretary and that he had not made it over to them. No legal action appeared to have been taken by the Managing Committee to recover the said book. The Managing Committee purchased vast land both in 1978 and 1979 with funds raised from members, the details of which will be furnished later.

In the Annual General Meeting held on 29.7.1979, the following persons were elected to the Managing Committee.

1) Dr. S.B. Dutta	Chairman	(elected office-bearer in the M.C. meeting held on 16.8.79)
2) Dr. B.C. Chanda	Vice. Chairman	-do-
3) Rati Kanta Dhar	Director	
4) Dr. S.K. Bhattacharjee	Treasurer	-do-
5) Dr. Arun Kr. Mukherjee	Director	
6) Smt. Bithika Bose	Director	
7) Dr. Barun Kr. Saha Dalal	Director	
8) Sri Tarun Kr. Mukherjee	Director	
9) Sri Sukumar Nandi	Director	
10) Sri Shripada Bhattacharjee	Director	
11) Sri Shibapada Mukherjee	Director	
12) Sri H.N. Dutta,	Secretary	(appointed office-bearer in the M.C. meeting held on 16.8.79).

It was found that Shri H.N. Dutta was not at all a member of the society. Hence his appointment as Director and office-bearer of the Society was in violation of the bye-laws of the Society and the W.B.C.S. Act and Rules and was therefore illegal.

The said Committee continued upto 11.10.1980. In the Annual General Meeting held on 12.10.1980 the Managing Committee was reconstituted with the following persons :

1) Dr. B.C. Chanda	7) Shri S. Sen
2) Dr. A. Ghosh	8) Sri S.P. Mukherjee
3) Dr. R.R. Giri	9) Smt. Bithika Bose
4) Shri S. Goswami	10) Shri Tarun Kr. Mukherjee
5) Shri R.K. Dhar	11) Shri Chandra Kr. Dutta
6) Shri K.K. De	12) Shri Somenath Chatterjee

Thereafter a Special General Meeting was held on 6.3.1983. But the Managing Committee elected on 12.10.1980 continued to function in violation of the statute till 27.5.1984 when the present directors were elected.

In the Annual General Meeting hold on 27.5.1984 the Managing Committee was reconstituted with the following persons :

1) Dr. R.R. Giri	Chairman	(office-bearer elected in the M.C. meeting hold on 19.6.84)
2) Dr. R.K. Mahalanobis,	Panelled Chairman	-do-
3) Shri T.K. Mukherjee,	Vice-Chairman	-do-
4) Shri K.K. De	Secretary	(office bearer elected in the M.C. meeting held on 11.6.1985)
5) Shri R.K. Dhar	Treasurer	-do- on 5.5.85)
6) Shri S. Sen	Asstt. Jt. Secretaries	(office-bearers elected in the M.C. Meeting held on 19.6.84)
7) Shri S.P. Mukherjee	Asstt. Jt. Secretaries	
8) Shri C.K. Dutta	Director	
9) Shri P.R. Banerjee,	Asstt. Treasurer	(office-bearer elected in the M.C. meeting held on 19.6.84).
10) Shri C.S. Chakraborty	Director	
11) Dr. Arun Kr. Ghosh	Director	
12) Shri A.K. Banerjee	Director	

The persons at Serial Nos. (1), (3), (4), (5), (6), (7), (8) and (11) were on the preceeding Managing Committee. Their election was in direct violation of the provision in Section 23(2) of the W.B.C.S. Act 1973; therefore the constitution of present Committee was unlawful. The Board should be reconstituted immediately as per the provisions of the Act, the Rules and the bye-law of the Society.

SHARE CAPITAL

The Authorised Share Capital of the society is Rs. 2,00,000/- divided into 2000 shares of Rs. 100/- each. The paid up share capital upto 31.3.1987 was Rs. 73,300/- made up of 733 shares fully paid up. The society has raised share money of Rs. 19,200/- from 192 members who are most unlikely to get any plot in the housing project of the society. Their money should be returned after observance of due formalities. Share Certificates have been issued in favour of the share-holders.



DEPOSITS FROM MEMBERS FOR PLOTS

Deposits have been taken by the society for plots in both Phase I and II upto 31.3.1987 as follows :

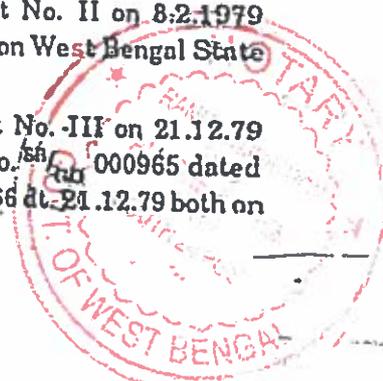
No. of persons		For plot in Phase I		For plot in Phase II		Total	
Phase I	Phase II	Amount		Amount		Rs. P.	
		Rs.	P.	Rs.	P.	Rs.	P.
357	174	29,98,590.00		27,56,000.00		57,54,590.00	

Beside the above, the society received Rs. 17,600/- from 44 persons @ Rs. 400/- each towards land. But they have not deposited further on call. The society should take immediate action regarding refund of their share money and the deposits as per provision of law.

WORKING (PURCHASE OF LAND)

The Society was in search of suitable land for its housing project. It found out vast "Bheri" land in Nayabad Mouza (which is situated in between Garin Railway Station and Santoshpur) and negotiated with the owners and purchased same. The details of the land deal are as follows :

- 1) Pursuant to a "Memorandum of Agreement" signed on 30.1.1978 between the joint owners Shri Sunil Kumar Mitra and Shri Saroj Kumar Mitra, both sons of late Ramesh Chandra Mitra of 252E, Picnic Garden Road, Calcutta and the society, the society purchased 43.71 acres of water-logged land commonly known as "Dara Bheri" in mouza Nayabad R.S. No.3, Khatian No. 101 (formerly 6), P.S. Tollygunge Sadar, District 24-Parganas, in four lots (as per agreement), on execution of deeds of conveyance, the consideration price being Rs. 6,00,000/- (Rupees six lakhs) only which was paid as follows :-
 - a) An amount of Rs. 40,000/- (rupees forty thousand) as Earnest Money, on conclusion of the "Memorandum of Agreement, by Account Payee Cheque No. BA/ 231502 dated 28.1.1978 on State Bank of India, Jadavpur University Branch.
 - b) At execution of the deed of conveyance in respect of lot No. I on 14.7.1978 Rs. 1,50,000/- of which Rs. 75,000/- was paid by Demand Draft No. OL/AC-250629 dated 13.7.78 on S.B.I., Jadavpur University Branch and further Rs. 75,000/- by Demand Draft No. OL/AC/250630 dated 13.7.1978 on S.B.I., Jadavpur University Branch.
 - c) At execution of the deed of conveyance in respect of lot No. II on 8.2.1979 Rs. 1,50,000/- paid by Draft No. CS 814215 dated 6.2.1979 on West Bengal State Cooperative Bank Ltd.
 - d) At execution of the deed of conveyance in respect of lot No. -III on 21.12.79 Rs. 1,50,000/- of which Rs. 75,000/- was paid by cheque No. ^{SB} 000965 dated 21.12.79 and further Rs. 75,000/- by cheque No. ^{SB} / ^{CO} 000966 dt. 21.12.79 both on the West Bengal State Cooperative Bank Ltd.



- e) At execution of deed of conveyance in respect of Lot No. IV on 29.4.1980 Rs. 1,10,000/- of which Rs. 50,000/- was paid by Cheque No. GOP^{CD}/CB 000355 dt. 29.4.1980 and the balance Rs. 60,000/- by cheque No. GOP^{CD}/CB 000357 dated 29.4.1980 both on West Bengal State Co-operative Bank, Golpark Branch.

Acerage under different Dag Nos. are as follows -

Mouza Nayabad, Khatian No. 101

<u>Dag No.</u>	<u>Aron (in acre)</u>
83	8.09
85	1.37
87	2.77
88	3.14
91	0.58
131	0.21
132	7.76
135	19.79
	<u>43.71 acres</u>

- 2) Besides the society purchased the following lands adjoining the above land :

- 28 1/2 acre
- i) 0.53 1/2 acre (or 1 bigha 12 cottah aprox) of Sali land in Dag No.139, Mouza Nyabad, Khatian No. 90, R.S.No. 3 P.S. Tollygunge (now Kasba), District 24-Parganas from Shri Kubir Mondal and two others, respective sons of late Netai Mondal and Shri Babi Malik, and Smt. Uttara Mandal daughter of late Netai Mondal, all of village Atghara, P.O. Garia, P.S. Sonarpur, District 24-Parganas by a registered Sale deed executed on 3.12.1979 for the consideration money of Rs. 3,300/- which was paid in cash
- ii) 0.99 acre (or 3 bighas) of Sali land in Dag No. 136, Mouza Nayabad, Khatian No. 76, R.S. 3, P.S. Tollygunge (now Kasba), District 24-Parganas from Shri Methor Bag and seven others being sons and daughters of late Bhanga Bag of village Daspara, Atghara, P.O. Garia, P.S. Jadavpur (now P.S. Kasba), District 24-Parganas by a registered Sale deed dated 3.12.79, the consideration money being Rs. 11,875/- which was paid in Cash.
- iii) 0.53 1/2 acre (or 1 bigha 12 cottah approx) of Sali land in Dag No. 139, Mouza Nayabad, Khatian No. 9, R.S. 3, P.S. Tollygunge (now Kasba), District 24-Parganas from Shri Ganesh Chandra Pramanik and two others, all sons of late Basanta Kumar Pramanik of Village Atghara, Daspara, P.O. Garia, P.S. Jadavpur (now Kasba) by a registered Sale deed No. 6324 executed on 3.12.1979, the consideration price being Rs. 6400/- which was paid in cash on the same date.



Therefore, total land purchased by the society comes to 45.77 acres for a total sum of Rs. 6,21,575/- as follows :

	Area	Price
I	43.71 acres	Rs. 6,00,000/-
II	0.53 1/2 acre	3,300/-
III	0.99 acre	11,875/-
IV	0.53 1/2 acre	6,400/-
Total	<u>45.77 acres</u>	<u>Rs. 6,21,575/-</u>

45.52

It is found from the Report of the Managing Committee submitted before the Annual General Meeting hold on 12.10.1980 that the aforesaid lands had been mutated in favour of the society and that also application for conversion of the lands from "Bheri" to homestead had been submitted to the Addl. District Magistrate (LR), 24-Parganas. But no mutation certificates in favour of the society were made available to me by the management for inspection nor anything on further development on the said application for conversion could be known from the society. Allotment of plots among the members and construction of houses thereon before mutation and conversion would be unwise and extremely irregular and unlawful. The Chairman however, informed me that the area had been incorporated within the municipal area of Calcutta Corporation and that therefore, no conversion would be necessary. But nothing could be shown to me by the society to dispel my above apprehension and doubts.

DEVELOPMENT OF THE LAND

Soon after purchase of the lands, the society sent its Surveyor to the site for conducting survey. But he could not do any work due to obstructions and resistance from a group of people who claimed to be local party cadres. The management of the society then contacted Shri Kshudiram Bhattacharjee M.L.A., Shri Shibdas Bhattacharjee, Sabhadhipati, 24-Parganas District, as also Shri Kanti Ganguly and Shri Pranab Sen, local leaders, for settlement. On 2.12.1982 a Development Committee was formed by a resolution of the Managing Committee of the society with Dr. R.R. Giri as Chairman, Shri S. Sen, Shri S. Mukherjee, Sri K.K. De as member and Shri R.K. Dhar as Convenor. The Special General Meeting of the society hold on 6.3.1983 authorised the Managing Committee to spend for unprecedented expenses in order to cross the hurdle of local obstructions and also resolved that the expenses be charged to the Development of Land Account.

On 1.5.1983 the society people again went to the site with labours for earth-cutting. But they were again obstructed and resisted by some people claiming to be party cadres of the locality on the contention that the said "Bheri" lands were the only means of their livelihood and that the lands were in their actual possession and control.

On 16.7.84 the Managing Committee by a resolution authorised Shri R.K. Dhar, Shri K.K. Dey, Shri S. Sen and Shri S.P. Mukherjee to negotiate with the local leaders to come to a definite settlement and to report the outcome to the Managing Committee.

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Xerox copies of the correspondence that passed between the society and different leaders and authorities since 1981 to 1984, as made over to me by the Secretary of the society, are enclosed herewith.

On 22.7.1984 the Managing Committee by a resolution authorised Shri K.K. De, Shri R.K. Dhar, Shri B.P. Mukherjee and Shri Subhas Sen to finalise matters by negotiation with the local leaders. On 23.7.1984 the Development Committee sent a letter to the local Krishak Samity. The Managing Committee in its meeting dated 25.7.1984 referred to the said letter and by a resolution agreed to release land and or pay money demanded/to be demanded by the local Krishak Samity.

As an outcome of the negotiation, local obstructions from all but 32 bighas of land were lifted. The society decided that the lands now made free would be developed as Phase I of the Project.

In the Special General Meeting held on 25.8.1985, the estimate of the cost of earth-filling of the lands as prepared by Messrs Baxi Associates (Shri Nripen Baxi), Engineers (amounting to Rs. 22,00,000/- plus 5% escalation) was discussed. It was resolved in the meeting that the earth-filling work would be done by the society itself direct to reduce costs by engaging labour contractors at the rate/s to be decided by the Managing Committee. As per the Report of the Managing Committee to the Spl. General Meeting, estimated cost of a 4 cottah plot (in Phase I) would be Rs. 9,000/- approximately excluding the cost of construction of road and drainage.

Most of the old members having had already deposited Rs. 3,000/- each for a plot, it was further resolved in the said Special General Meeting that the said members would be called upon to deposit a further sum of Rs. 6,000/- each (in all Rs. 9,000/-) within 31.3.1986 being the approximate consideration money for a plot in Phase I of the Housing Project.

In the Managing Committee meeting held on 9.5.1986 it was resolved that the remaining tangle with the Krishak Samity over the 32 bighas of land would be solved through further negotiations. The meeting urged the Development Committee to proceed accordingly and to place the results before the managing committee for finalisation.

In the meeting of the Managing Committee held on 23.6.1986 the Development Committee tabled the results of the negotiation with the Krishak Samity. It was resolved that compensation at the negotiated and agreed rate be paid to the affected persons in respect of the 32 bighas of land; but the compensation shall not exceed Rs. 24,00,000/- (Rupees twenty four lakhs). It was further resolved that development of this 32 bighas of land would be considered as phase II of the project and that for phase II about 160 new members would be taken in and that the new members would be required to pay in Rs. 15,000/- each as first deposit for a plot in phase II.

It was also resolved that the old members would not be required to pay extra for a plot in phase I and that they would not be caused to be affected financially in any way on account of development of the land in phase II.

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In course of the enquiry I asked for the document if any, signed by the society and the Krishak Samity showing the terms of Settlement with the Krishak Samity indicating the number of persons to whom compensation was to be paid, their names and addresses, the rate at which compensation was to be paid, duly approved by the Managing Committee of the society. But no such document could be produced by the society for my inspection. However in the meeting dated 20.9.1986 the Managing Committee approved the payment of compensation @ Rs. 3500/- per cottah.

PAYMENT OF COMPENSATION —

✓ The Society paid compensation to 157 persons as follows :

87 persons @ Rs. 8750/- for 2 1/2 cottah each	Rs. 7,61,250/-
56 persons @ Rs. 14000/- for 4 cottah each	Rs. 7,84,000/-
14 persons @ Rs. 35,000/- for 10 cottah each	Rs. 4,90,000/-
Total	Rs. 20,35,250/-

The figures show that compensation of over Rs. 20 lakhs was paid to 157 persons for 29 bigha 1 1/2 chhatak of land (for phase II). It works to over three times the cost price of the entire lands (45.77 acres) of the society.

Payments to these 157 persons were made by the society in August and September 1986 and in January 1987 respectively by crossed cheques drawn on the Canara Bank, Jadavpur Branch. All the cheques were cleared by the parties.

Before payment, the recipients executed NADABI PATRA individually surrendering all their rights and interests on the concerned land in favour of the society.

I examined some of the NADABI PATRAS and found the details of each of the beneficiaries as recorded therein. The beneficiaries were identified by some leaders of the Krishak Samity, the Society informed. Shri Bholanath Das, son of late Banamali Das of Village Budherhat, P.O. Kalikapur, Calcutta-78 was paid Rs. 35,000/- for 10 cottah of land by Cheque No. 829360 dated 12.9.86. Smt. Saila Bala Das, wife of late Banamali Das, vill. Budherbat, P.O. Kalikapur, Calcutta-78 was paid Rs. 8,750/- for 2 1/2 cottah of land by Cheque No. 829968 dt. 4.1.1987, Sri Jukta Pramanik, son of Late Khagen Pramanik of vill. Daspara, P.O. Kalikapur, Calcutta-78 was paid Rs. 8,750/- for 2 1/2 cottah by cheque no 829233 dated 11.9.86. Smt. Saila Bala Pramanik, wife of Late Khagen Pramanik of Vill. Daspara, P.O. Kalikapur, Calcutta-78 was paid Rs. 35,000/- by cheque no. 829969 dated 4.1.87. Others were similarly paid. I requested for a Xerox copy of any one of the NDABI PATRAS executed. But the society furnished me with a blank proforma thereof (which did not contain the name and address of the executant, the quantum of land, the amount of compensation, his signature, signature of the witness with address and the date of execution).

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The Managing Committee in the meeting held on 20.9.1986, approved the payment of Rs. 20,00,000/- (Rupees twenty lakhs) already made to the local peasants as fore-said @ Rs. 8,500/- per cottah.

A list showing the names and addresses of these 167 peasants and the amount of compensation paid to each is annexed hereto.

PROGRESS OF DEVELOPMENT WORK

For the purpose of development of the Bheri lands for the housing project, the society first sunk two tube-wells at a cost of Rs. 8761.00/-, constructed one shed (Kutchra) for the site office of the society, and then excavated three ponds within the lands, and with the earth raised therefrom and also with the earth carried by head-load and lorry from nearby Bheri and lands belonging to others, the society filled up 105.7835 Bighas to an average height of 4.5 feet at a total cost of Rs. 26,14,500/- upto 31.3.1987. The cost of excavation of 54.27 lakh cft of earth from the three tanks is Rs. 20.46 lakhs which works to Rs. 377/- per 1000 cubic feet. The cost of 13.7 lakh cft of earth brought from the nearby Bheri and other adjacent lands by head-load and also by lorry was Rs. 5,68,500/- the rate per 1000 cft being Rs. 415/-. A statement showing the details of earth work and the cost involved as prepared by Sri Shyamaprasad Paul, Civil Engineer of Messrs Paul Brothers, 33, Avenue South, Santoshpur, Calcutta-75 appointed by the society with the responsibility of measurement, estimate and supervision of the entire job, in accordance with the resolution of the Managing Committee dated 22.7.1985, are enclosed herewith. Earth-cutting and filling rates were, in general, approved by the Managing Committee in the meeting held on 19.5.85, but the accepted rates could not be known and no tenders for earth-cutting and filling rates as accepted by the Managing Committee and no office copy of the letters appointing the labour contractors were shown to me. The Secy. told me that the work was done by engaging local labour groups at the lowest local market rates.

Of the total expenditure on development, Rs. 5,88,391/- was spent for Phase II and the balance sum for Phase I. Development of the land in Phase II is not complete.

Besides the above, the society contributed for the development of the main road leading through the land of the society, in kind viz. cinders, building wastes, etc. (25 lorries) under the auspices of the local Nayabad Unnayan Parishad. The Society also built a 20' link road with earth, building waste etc. leading from the society's land upto the land of the Railway Cooperative Housing Society on the North with space donated by the adjoining plot-holders.

ALLOTMENT OF PLOTS IN PHASE I

A site plan for allotment of plots in Phase I has been prepared and got approved by the Managing Committee. A copy of it, in three sheets, is enclosed. It contains 369 plots, sites for market complex, primary school and parks around the tanks. There will be further 10 plots, that is, in total 379 plots, in Phase I. No copy of the site plan in respect of the additional 10 plots has been given to me. Copy of the site plan (in three sheets) does not appear to have been approved by the Calcutta Corporation.



The sizes and no of the plots are as under :

<u>Size</u>	<u>Total No.</u>
i) 2 cottah 8 ch. to 2 cottah 16 chhatak	9
ii) 3 cottah	148
iii) 3 cottah 2 ch. to 3 cottah 6 chhatak	11
iv) 3 cottah 8 chhatak	182
v) Above 3 cottah 8 chhatak and upto 4 cottah 8 ch.	19
Total	369

Demarcation pillaring of the individual plots in Phase I has almost been completed. As per decision of the Managing Committee and on prior intimation to the members lotteries were held on 31.5.87 and 6.6.1987 for allotment of the plots. Results of the lottery are given in the statement enclosed. It will appear therefrom that of the 369 plots, 346 have been allotted to the members. The remaining 23 plots have remained undistributed, as there were no further members present at the lottery, the Secretary informed.

The next action the society proposes to take is to get the allotted plots registered in the names of the respective members, for which they have taken necessary steps, the Secretary informed.

FINANCIAL POSITION

Statutory audit of the society has been complete upto the year 1985-86. A copy of the audited accounts for 1985-86 is enclosed. A cash Account for the period from 1st July 1986 to 31st March 1987 is also enclosed. It will appear therefrom that the society has now fixed deposits of Rs. 2.5 lakhs with W.B.State Coop. Bank and Canara Bank. Cash at Bank was Rs. 2,55,153/- as on 31.3.1987. Cash in hand on 21.4.87 was verified and found to be Rs. 1452.50. It could not be verified with the Cash Book as the Cash Book was posted upto 31.3.1987. The Profit & Loss Account for the year 1985-86 shows a Net Profit of Rs. 5419.99 which was the excess of income derived/ to be derived from interest on deposits with banks over the revenue expenditure.

BOOKS AND RECORDS

The Secretary produced before me the following books and records which were duly inspected and examined by me :

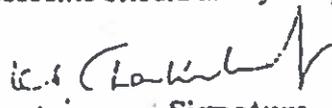
- 1) Member Register
- 2) Share Ledger



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- 3) General Ledger upto 30.6.1986
 - 4) Cash Books written upto 31.3.1987
 - 5) Minute Book from 1970.
 - 6) Bye-laws of the society.
 - 7) Audit Report with audited final accounts for 1985-86 and a copy of the Cash Account for the period from 1.7.86 to 31.3.87.
 - 8) Deposit Register (showing deposits for plots from individuals).
 - 9) Fixed Deposit Receipts
 - i) No. 74997/7 dt. 15.10.85 for a term of 1 year for Rs. 1,50,000/- with W.B. State Coop. Bank Ltd.
 - ii) No. KDR No. 292/86 dt. 5.7.86 for Rs. 1,00,000/- with the Canara Bank, Jadavpur Branch for a term of 1 year.
 - 10) Measurement Books: 2 only (in respect of earth-cutting and earth filling by the labour contractors).

RECOMMENDATIONS

- 1) The Society has taken deposits for plots in Phase II @ Rs. 15,000/- per head (against Rs. 9000/- per head in Phase I). So the society should complete development of the land in Phase II and allot the plots without the least delay.
- 2) The remaining plots in phase I i.e. 23 plots should be allotted to members who have paid the call money in full immediately, if not done already.
- 3) The site plan should be got approved by the Calcutta Corporation.
- 4) The Board should be reconstituted immediately in accordance with the provisions of law.
- 5) Development of the common road, market complex etc. and arrangements for water, electricity and sanitation should be made by the society as quickly as possible for the smooth growth of the society into a compact community as envisaged in its bye-laws.
- 6) The Cash Book and all the other books of accounts should always be posted to date

 28/7/88
 Signature
 (KALI BIJUSAN CHAKRABORTY)
 Assistant Registrar of Co-op. Societies
 (Hqrs) Coop. Dte. Calcutta.

Submitted to the Regy (RCS) (Hqrs)



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Government of West Bengal
Fisheries Department
Writers' Buildings, Kolkata-700 001

No 2392 /Fish/C-III/2M-51/2009

Dated: 05.08.11

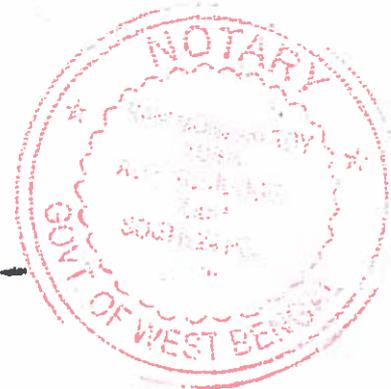
MEMORANDUM

Whereas on verification it appears that the plot/ plots of land described in Column-2 against the present owner/ owners mentioned in Column-1 below is/ are recorded as Beel/ Pukur/Beel machchas in ROR but physically the said plot /plots of land is/are solid land since 40-45 years back.

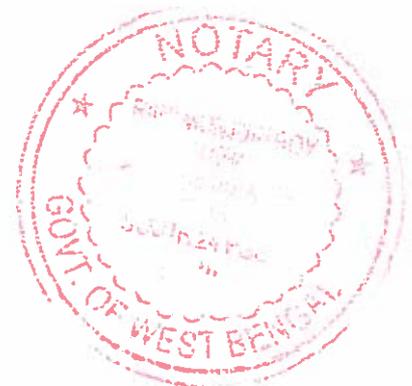
And whereas considering the present physical status of the plot/plots of land mentioned below in Column-2 already converted to solid land prior to enactment of West Bengal Inland Fisheries Act, 1984 and as required by the Kolkata Municipality Commissioner's circular no-35 of 2010-2011 the under signed is directed to say that the Govt. of West Bengal in Fisheries Deptt. accords no- objection in favour of the below mentioned applicant/ applicants for correction of ROR of the said plot/plots mentioned below against each of them by way of converting from the recorded classification of the land as Beel to Bastu land for construction of dwelling houses thereon.

Sl.no.	Name of Owner	Detail of Land
1.	Md.Moinuddin Bin Mokshud 8/1, Topsia Road (South) Kolkata-700 046	Measuring- 05 Cottahs, 0 Chittaks, 0 Sq.ft, comprised in R.S. Dag no-417, R.S. Kh no-153/1, Mouza- Madurdaha, J.L. no-12 P.S.-Tiljala, Dist-(S) 24 Pgs. K.M.C. Ward No- 108
2.	Sumit Ghosh, Jyoti Prabha & Krishna Ghosh. Qua.no-F1, CISF River Side Complex. Dist- Burdwan.	Messuring- 1250 Sq.ft comprised in R.S.Dag no-417, R.S. Kh.no:153/1, R.S. no-212, Mouza- Madurdaha, J.L. no-12, P.S. Tiljala, Dist-(S) 24 Pgs. K.M.C. Ward no-108.
3.	Soma Sarbadhikari 149/C, Garfa Main Road. "Aashiana" Kol-75	Messuring- 1250 Sq.ft comprised in R.S.Dag no-417, R.S. Kh.no-153/1, R.S. no-212, Mouza- Madurdaha, J.L. no-12, P.S. Tiljala, Dist-(S) 24 Pgs. K.M.C. Ward no-108.
4.	Srabani Mukhopadhyay & Krishnendu Mukhopadhyay. 183, Nagendra Nath Road. Kolkata-700 028.	Messuring- 1250 Sq.ft comprised in R.S.Dag no-417, R.S. Kh.no-153/1, R.S. no-212, Mouza- Madurdaha, J.L. no-12, P.S. Tiljala, Dist-(S) 24 Pgs. K.M.C. Ward no-108.
5.	Pinaki Bhagat & Niwadita Bhagat, P.O. +P.S.Abash Mednapur,	Messuring- 1250 Sq.ft comprised in R.S.Dag no-417, R.S. Kh.no-153/1, R.S. no-212, Mouza- Madurdaha, J.L. no-12, P.S. Tiljala, Dist-(S) 24 Pgs. K.M.C. Ward no-108
6.	Sanjoy Adhikary. 84/1, Ibrahimpur Road. Kolkata-700 032	Messuring- 1161 Sq.ft comprised in R.S.Dag no-417, R.S. Kh.no-153/3, R.S. no-212, Mouza- Madurdaha, J.L. no-12, P.S. Tiljala, Dist-(S) 24 Pgs. K.M.C. Ward no-108
7.	Timir Baran Bhattacharjee 8, Sen Para Garfa Station Rd. Kolkata-700 075.	Measuring- 04 Cottahs, 0 Chittaks, 0 Sq.ft, comprised in R.S. Dag no-457, R.S. Kh no-46, Mouza- Madurdaha, J.L. no-12 P.S.-Tiljala, Dist-(S) 24 Pgs. K.M.C. Ward No- 108
8.	Subha Ghatak & Amit Ghoshal, 71, K.K. Majumder Road, Kolkata- 75	Measuring- 04 Cottahs, 0 Chittaks, 0 Sq.ft, comprised in R.S. Dag no-457, R.S. Kh no-46, Mouza- Madurdaha, J.L. no-12 P.S.-Tiljala, Dist-(S) 24 Pgs. K.M.C. Ward No- 108
9.	Rajesh Pathak, Flat no-A-11/3 Happy Nook Co- Ope.Society (p) Ltd, P.O.EKTP, Kol-107	Messuring- 1250 Sq.ft comprised in R.S.Dag no-417, R.S. Kh.no-153/1, R.S. no-212, Mouza- Madurdaha, J.L. no-12, P.S. Tiljala, Dist-(S) 24 Pgs. K.M.C. Ward no-108
10.	Sanjoy Kr. Gangopadhyay, 38A, Panditaya Place. Kolkata-700 029	Measuring- 04 Cottahs, 07 Chittaks, 35 Sq.ft, comprised in R.S. Dag no-191, R.S. Kh no-145, Mouza- Nayabad, J.L. no-25, P.S.-Purba Jadavpur, Dist- (S) 24 Pgs. K.M.C. Ward No- 109

Contd...2...



11.	Samir Prasad Gupta SBI, DSP. T, B Zone Dist- Burdwan	Measuring- 04 Cottahs, 01 Chittak, 00 Sq.ft. comprised in R.S. Dag no-110, R.S. Kh. No-129, Mouza- Nayabad, J.L.no-25, P.S.-Purba Jadavpur, Dist- (S) 24 Pgs. K.M.C. Ward no- 109
12.	Sohan Dasgupta & Nupur Dasgupta, 75, Hindusthan Park, Kolkata- 700 029	Measuring- 05 Cottahs, 05 Chittak, 27 Sq.ft. comprised in R.S. Dag no-191, R.S. Kh. No-145, Mouza- Nayabad, J.L.no-25, P.S.-Purba Jadavpur, Dist- (S) 24 Pgs. K.M.C. Ward no- 109
13.	Saraswati Naskar & (2) two others K.S. Roy T.B. Hospital. Kolkata-700 032	Measuring- 02 Cottahs, 01 Chittak, 20 Sq.ft. comprised in R.S. Dag no-191, R.S. Kh. No-145, Mouza- Nayabad, J.L.no-25, P.S.-Purba Jadavpur, Dist- (S) 24 Pgs. K.M.C. Ward no- 109
14.	Angur Bala Show & Dolurani Show 52B, Lake Place, Kolkata- 700 029	Measuring- 07 Cottahs, 06 Chittak, 25 Sq.ft. comprised in R.S. Dag no-202 & 205, R.S. Kh. No-113, Mouza- Nayabad, J.L.no-25, P.S.-Purba Jadavpur, Dist-(S) Pgs. K.M.C. Ward no- 109
15.	Pulin Kr. Bachhar & Anita Bachhar Khaidanga, P.O. Garakupi Dist- (N) 24 Pgs.	Measuring- 03 Cottahs, 08 Chittak, 02 Sq.ft. comprised in R.S. Dag no-191, R.S. Kh. No-133, Mouza- Nayabad, J.L.no-25, P.S.-Purba Jadavpur, Dist- (S) 24 Pgs. K.M.C. Ward no- 109
16.	Pradip Saha G.L. Prasad Kajulal Road. Mithapur, Patna, Bihar.	Measuring- 01 Cottahs, 15 Chittak, 19Sq.ft. comprised in R.S. Dag no-192, R.S. Kh. No-145, 146, Mouza- Nayabad, J.L.no-25, P.S.-Purba Jadavpur, Dist- (S) 24 Pgs. K.M.C. Ward no- 109
17.	Anirudh Modi, Director of M/s Maik Housing (P) Ltd, 6C, Elgin Road, Oriental House, Kol- 20	Measuring- 04 Cottahs, 09 Chittak, 00Sq.ft. comprised in R.S. Dag no-191, R.S. Kh. No-145, 146, Mouza- Nayabad, J.L.no-25, P.S.-Purba Jadavpur, Dist- (S) 24 Pgs. K.M.C. Ward no- 109
18.	Tapan Bhowmick & Susanta Bhowmick, 7, Kabi Sukanta Road. Kolkata- 700 075	Measuring- 03 Cottahs, 01 Chittak, 35Sq.ft. comprised in R.S. Dag no-191, R.S. Kh. No-145, Mouza- Nayabad, J.L.no-25, P.S.-Purba Jadavpur, Dist- (S) 24 Pgs. K.M.C. Ward no- 109
19.	Mita Raha & Subhara Raha 3/19, Podder nagar. Kolkata- 700 068	Measuring- 04 Cottahs, 00 Chittak, 00Sq.ft. comprised in R.S. Dag no-191, R.S. Kh. No-145, 146, Mouza- Nayabad, J.L.no-25, P.S.-Purba Jadavpur, Dist- (S) 24 Pgs. K.M.C. Ward no- 109
20.	Ashim Bose. 2/88, Bijoygarh, Kolkata-700 032	Measuring- 02 Cottahs, 08 Chittak, 00Sq.ft. comprised in R.S. Dag no-135, R.S. Kh. No-101, Mouza- Nayabad, J.L.no-25, P.S.-Purba Jadavpur, Dist- (S) 24 Pgs. K.M.C. Ward no- 109
21.	Sachin Das Nayabad, Mukundapur, Kolkata-700 099	Measuring- 02 Cottahs, 08 Chittak, 00Sq.ft. comprised in R.S. Dag no-135, R.S. Kh. No-101, Mouza- Nayabad, J.L.no-25, P.S.-Purba Jadavpur, Dist- (S) 24 Pgs. K.M.C. Ward no- 109
22.	Barun Saha. P-50, Stadium Nagar Mukundapur, Kolkata- 700 099	Measuring- 02 Cottahs, 08 Chittak, 00Sq.ft. comprised in R.S. Dag no-135, R.S. Kh. No-101, Mouza- Nayabad, J.L.no-25, P.S.-Purba Jadavpur, Dist- (S) 24 Pgs. K.M.C. Ward no- 109
23.	Purnima Das 44, Eastern Park. Santoshpur. Kolkata- 700 075	Measuring- 02 Cottahs, 08 Chittak, 00Sq.ft. comprised in R.S. Dag no-135, R.S. Kh. No-101, Mouza- Nayabad, J.L.no-25, P.S.-Purba Jadavpur, Dist- (S) 24 Pgs. K.M.C. Ward no- 109
24.	Mahadev Das. Daspara, Mukundapur, Kolkata- 700 099	Measuring- 02 Cottahs, 08 Chittak, 00Sq.ft. comprised in R.S. Dag no-135, R.S. Kh. No-101, Mouza- Nayabad, J.L.no-25, P.S.-Purba Jadavpur, Dist- (S) 24 Pgs. K.M.C. Ward no- 109



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25.	Ranjit Saha Nayabad, Mukundapur, Kolkata-700 099	Measuring-02 Cottahs, 08 Chittaks, 0 Sq.ft.comprised in R.S. Dag no-135, R.S.Khatian no-101, Mouza- Nayabad, J.L. no-25, P.S. Purba Jadavpur, Dist- (S) 24 Pgs. K.M.C. Ward- 109.
26.	Satadal Sakar P-20, Sradium nagar, Kolkata- 700 099	Measuring-02 Cottahs, 08 Chittaks, 0 Sq.ft.comprised in R.S. Dag no-135, R.S.Khatian no-101, Mouza- Nayabad, J.L. no-25, P.S. Purba Jadavpur, Dist- (S) 24 Pgs. K.M.C. Ward- 109.
27.	Sharmistha Chakraborty 20, Dum Dum Road. Polic Quarter, Kol- 30	Measuring-03 Cottahs, 07 Chittaks, 25 Sq.ft.comprised in R.S. Dag no-417, R.S.Khatian no-153/1, Mouza-Madurdaha, J.L. no-12, P.S-Tiljala, Dist- (S) 24 Pgs. K.M.C. Ward- 108
28.	Rkesh Khatnani 35D, Rsbindra Nagar, Kolkata-18	Measuring-659 Sq.ft.comprised in R.S. Dag no-4111/459, R.S.Khatian no-184, Mouza-Madurdaha, J.L. no-12, P.S-Tiljala, Dist- (S) 24 Pgs. K.M.C. Ward- 108
29.	Sarbani Gupata, 3/7,Bijoygarh, Kolkata-700 032	Measuring-600 Sq.ft.comprised in R.S. Dag no-4111/459, R.S.Khatian no-184, Mouza-Madurdaha, J.L. no-12, P.S-Tiljala, Dist- (S) 24 Pgs. K.M.C. Ward- 108, Plot no-56.
30.	Sharmistha Dhar 35, Beadon Street. Kolkata-6	Measuring-700 Sq.ft.comprised in R.S. Dag no-4111/459, R.S.Khatian no-184, Mouza-Madurdaha, J.L. no-12, P.S-Tiljala, Dist- (S) 24 Pgs. K.M.C. Ward- 108, Flat no-2B
31.	Suranjan Banerjee 9, Raj Krishna Chatterjee Kolkata-700 042	Measuring-670 Sq.ft.comprised in R.S. Dag no-4111/459, R.S.Khatian no-184, Mouza-Madurdaha, J.L. no-12, P.S-Tiljala, Dist- (S) 24 Pgs. K.M.C. Ward- 108, Flat no-3A
32.	Anirudh Modi, Director of Calvin Marketing (P) Ltd. 6C, Elgin Road, Oriental House Kolkata- 700 020	Measuring-03 Cottahs, 00 Chittaks, 00 Sq.ft.comprised in R.S. Dag no-455, R.S.Khatian no-187, Mouza-Madurdaha, J.L. no-12, P.S-Tiljala, Dist- (S) 24 Pgs. K.M.C. Ward- 108
33.	Radha Rani Nandi Fartabad, Ghoshpara, Sonarpur. Kolkata-700 084	Measuring-02 Cottahs, 08 Chittaks, 00 Sq.ft.comprised in R.S. Dag no-417, R.S.Khatian no-153/1, Mouza-Madurdaha, J.L. no-12, P.S-Tiljala, Dist- (S) 24 Pgs. K.M.C. Ward- 108
34.	Nirode Boran Chakraborty Meghna Jute Mill Jagddal, North 24 Pgs.	Measuring-06 Cottahs, 01 Chittaks, 23 Sq.ft.comprised in R.S. Dag no-356/406, R.S.Khatian no-356/406, Mouza-Kslikapur, J.L. no-20, P.S-Purba Jadavpur, Dist- (S) 24 Pgs. K.M.C. Ward- 109
35.	Sunil Kumar Singh 6/1, Bamanpara Lane Kolkata- 700 019	Measuring-01 Cottahs, 08 Chittaks, 20 Sq.ft.comprised in R.S. Dag no-404, R.S.Khatian no-70, Mouza-Madurdaha, J.L. no-12, P.S-Tiljala, Dist- (S) 24 Pgs. K.M.C. Ward- 108
36.	Purnima Pal. 4, Pagladanga Road., Kolkata- 700 015	Measuring-04 Cottahs, 09 Chittaks, 41 Sq.ft.comprised in R.S. Dag no-356/406, R.S.Khatian no-356/406, Mouza-Kslikapur, J.L. no-20, P.S-Purba Jadavpur, Dist- (S) 24 Pgs. K.M.C. Ward- 109
37.	Nabanita Chatterjee 1/18, Surya Nagar Dist-(South) Pgs.	Measuring-05 Cottahs, 00 Chittaks, 00 Sq.ft.comprised in R.S. Dag no-423, R.S.Khatian no-142, Mouza-Madurdaha, J.L. no-12, P.S-Tiljala, Dist- (S) 24 Pgs. K.M.C. Ward- 108



Solt
Assistant Secretary to the
Govt. of West Bengal

M. C. DAS, WBSB
Assistant Secretary
Fisheries Department
Govt. of West Bengal



← ~~Q~~ →

The Government of West Bengal
Fisheries Department
Writers' Building, Kolkata – 700 001

No: 3319-Fish/C-III/2M-51/2009

Dated: 12.09.11

MEMORANDUM

Whereas on verification it appears that the plot/plots of land described in Column – 2 against the present owner/owners mentioned in Column -1 below is / are recorded as Beel/Doba/Khal/Sali/Pukur/beel machchas adjoining Sali lands in R.O.R. but physically the said plot/plots of land is are solid land since 40-45 years back.

And whereas considering the present physical status of the plot/plots of land mentioned below in Column – 2 already converted to solid land prior to enactment of West Bengal Inland Fisheries Act. 1984 and as required by the Kolkata Municipal Commissioner's circular No. – 35 of 2010-2011 dt. 05.10.2010, the under signed is directed to say that the Govt. of the West Bengal in Fisheries Deptt. Accords No. – objection in favour of the below mentioned application/applicants for correction of R.O.R. of the said plot/plots mentioned below against each of them by way of converting the classification of the Beel/ Doba/ Khal/ Sali/ Pukur/ Beel machchas land to Bastu land for construction of dwelling hours thereon.



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(2)

Sl. No.	Name of Owner & Address	Details of Land
1.	Chandana Barai 8/124, Bijoygarh P.S. - Jadavpur, Kol. - 32.	Mouza - Madurdaha, J.L. No. - 12, R.S. Dag No. - 457 R.S. Kh. No. - 46 P.S. - Tiljala, Dist. - South 24 Pgs. Measuring: 03 Cattahs 12 Chhitaks 11 Sq. Ft.
2.	Mallika Adak 38 Panchanan Ghosh Lane Kolkata - 9.	Mouza - Madurdaha, J.L. No. - 12, R.S. Dag No. - 417 R.S. Kh. No. - 153/1 Measuring: 07 Cattahs 00 Chhitaks 16 Sq. Ft.
3.	Rekha Devi Jaiswal Kavita Jaiswal Sukla Biswas 14F Middle Rd. 1 st floor, P.S. - Entally, Kol. - 14.	Mouza - Barakhola, J.L. No. - 21, R.S. Dag No. - 126 R.S. Kh. No. - 5,7,9,21 & 24 P.S. - Tiljala, Dist. - South 24 Pgs. Measuring: 02 Cattahs 09, Chhitaks 30 Sq. Ft.
4.	Mridula Roy Sanjoy Roy 50A/1A, Raja S.C. Malliek Road, P.S. - Jadavpur, Kol - 32	Mouza - Kalikapur, J.L. No. - 20, R.S. Dag No. - 365, R.S. Kh. No. - 169 P.S. - Sonarpur, Dist. - South 24 Pgs. Measuring: 02 Cattahs 11 Chhitaks 06 Sq. Ft.
5.	Daksha Varma 4B/1 Ashton Road, Kol. - 20.	Mouza - Madurdaha, J.L. No. - 12, R.S. Dag No. - 455, R.S. Kh. No. - 188, P.S. - Tiljala, Dist. - South 24 Pgs. Measuring: 02 Cattahs 05 Chhitaks 19 Sq. Ft.
6.	Saraswati Devi C/o Surander Prasad Shaw 13A, West Row Park Circus, Kol. - 17.	Mouza - Madurdaha, J.L. No. - 12, R.S. Dag No. - 423, R.S. Kh. No. - 142, P.S. - Tiljal, Dist. - South 24 Pgs. Measuring: 02 Cattahs 02 Chhitaks 18 Sq. Ft.
7.	Arup Kumar Dhar Anup Dhar 11/C Baikuntha Saha Road, P.S. - Purba Jadavpur, Kol. - 75.	Mouza - Kalikapur, J.L. No. - 20, R.S. Dag No. - 356/406, R.S. Kh. No. - 353,356,361,362 P.S. - Sonarpur, Dist. - South 24 Pgs. Measuring: 04 Cattahs 06 Chhitaks 04 Sq. Ft.
8.	P.P. Construction 440, Madurdaha P.S. - Tiljala, Kol. - 107.	Mouza - Madurdaha, J.L. No. - 12, R.S. Dag No. - 417, R.S. Kh. No. - 153/1, P.S. - Tiljala, Dist. - South 24 Pgs. Measuring: 02 Cattahs 09 Chhitaks 24 Sq. Ft.
9.	Gurupada Rari Nandipara, Nabwdip Nadia.	Mouza - Madurdaha, J.L. No. - 12, R.S. Dag No. - 411, R.S. Kh. No. - 143, P.S. - Tiljala, Dist. - South 24 Pgs. Measuring: 03 Cattahs 03 Chhitaks 00 Sq. Ft.
10.	Abul Hossain Tashira Hossion 3, Nasiruddin Road, P.S. - Benoapukur, Kol. - 17.	Mouza - Madurdaha, J.L. No. - 12, R.S. Dag No. - 455, R.S. Kh. No. - 190, P.S. - Tiljala, Dist. - South 24 Pgs. Measuring: 03 Cattahs 03 Chhitaks 00 Sq. Ft.
11.	Rafikul Hassan Vill. - Balutung, P.O. - Bajupur, Madhupur, P.S. - Lalgola.	Mouza - Madurdaha, J.L. No. - 12, R.S. Dag No. - 455, R.S. Kh. No. - 190, Measuring: 03 Cattahs 03 Chhitaks 03 Sq. Ft.
12.	Prasanta Majumdar 407, Rashmoni Bagan, P.O. - Santoshpur, P.S. - Kasba Kol. - 75	Mouza - Nayabad, J.L. No. - 25, R.S. Dag No. - 191/192, R.S. Kh. No. - 145 P.S. - Kasba, Dist. - South 24 Pgs. Measuring: 02 Cattahs 08 Chhitaks 14 Sq. Ft.
13.	Sadhan Ch. Mitra Tarapukur Pascham Pally, P.O. - Agarpara, P.S. - Khardha, Dist. - North 24 Pgs.	Mouza - Madurdaha, J.L. No. - 12, R.S. Dag No. - 455, R.S. Kh. No. - 187, P.S. - Tijala, Dist. - South 24 Pgs. Measuring: 02 Cattahs 12 Chhitaks 00 Sq. Ft.
14.	Binoy Bhusan Bhattacharjee Belgachia Bastu Hara Colony, P.S. - Liluah Dist. - Howrah.	Mouza - Madurdaha, J.L. No. - 12, R.S. Dag No. - 423/460, R.S. Kh. No. - 183, P.S. - Tijala, Dist. - South 24 Pgs. Measuring: 05 Cattahs 00 Chhitaks 00 Sq. Ft.

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(3)

Sl. No.	Name of Owner & Address	Details of Land
15.	Ramendra Chandra Nath 199 , Purbalok , P.O.- Kalikapur Kolkata- 99	Mouza- Kalikapur - J. L .No- 20 R. S. Dag No- 356/ 406 , R. S. Kh. No- 357 & 358 , L.A.- 02 Cottahs 08 Chhitaks- 00 Sq.Ft.
16.	Saroj Kr. Pal 83/A , New Santoshpur Main Road , Kolkata - 75	M- Kalikapur - J. L .No- 20 R. S. Dag No- 356/ 406 , R. S. Kh. No - 353 & 362 L.A.- 05 Cottahs 12 Chhitaks 17 Sq.Ft
17.	Sandip Roy Sudipta Roy R. R. Plot No- 90 , Anandapur , Kolkata- 107	M- Madhurdaha - J. L .No- 12 R. S. Dag No- 132 , R. S. Kh. No - 33 L.A.- 03 Cottahs 10 Chhitaks 06 Sq.Ft ,
18.	Bengal Construction 62 , Park Street , Kolkata -17	M- Madhurdaha - J. L .No- 12 R. S. Dag No- 455, R. S. Kh. No - 189 L.A.-, 03 Cottahs 04 Chhitaks 00 Sq.Ft
19.	Mrs. Nisha Rai ,Mrs. Anjali Rai, Dr. Sanjay Kr. Rai 11A , Bondal Road , Kolkata-19	M- Madhurdaha - J. L :No- 12 R. S. Dag No- 455, R. S. Kh. No - 187 L.A.- 06 Cottahs 04 Chhitaks 09 Sq.Ft
20.	Jhama Das & others 479 Survey Park , Kolkata- 75	M- Kalikapur - J. L .No- 20 R. S. Dag No- 356/ 406 , R. S. Kh. No - 354 , 360 L.A.- 02 Cottahs 08 Chhitaks 11 Sq.Ft
21.	Rumita Das & others 1A/3A , Chatu Babu Lane , Kolkata- 14	M- Madhurdaha - J. L .No- 12 R. S. Dag No- 423, R. S. Kh. No-142 L.A.-02 Cottahs 08 Chhitaks 00 Sq.Ft
22.	Pradip Roy & Kanika Ghosh 110/10 , Selimpur Road , Kolkata- 31	M- Madhurdaha - J. L .No- 12 R. S. Dag No- 423, R. S. Kh. No - 142 L.A.- 04 Cottahs 08Chhitaks 05 Sq.Ft
23.	Basudeb Roy A/5 , Nayabed , Mukundapur , Kolkata- 99	M- Nayabad - J. L .No- 25 R. S. Dag No- 131 & 132(P) , R. S. Kh. No - 101 L.A.- 02 Cottahs 08 Chhitaks 00 Sq.Ft
24.	Gopal Ch. Dey Sarkar 121/13 , North Purbachal , Kalitala , Kolkata- 78	M- Kasba - J. L .No- 13 R. S. Dag No- 4146 , 4285, R. S. Kh. No- 2248 , 611 L.A.- 06 Cottahs 06 Chhitaks 36 Sq. Ft
25.	Pralay Shankar Dhar Suparna Dhar Chakraborty Sreenagar , P.O.- Panchasayar Kolkata- 94	M- Nayabad - J. L .No- 25 R. S. Dag No- 191 , R. S. Kh. No - 131 L.A.- 01 Cottahs 12 Chhitaks 40 Sq.Ft
26.	Tapan Das 1649 , ChakGaria , P.O.- Panchasayar Kolkata- 94	M- Nayabad - J. L .No- 25 , R. S. Dag No- 110, R. S. Kh. No - 145 L.A.- 03 Cottahs 00 Chhitaks 03 Sq.Ft
27.	Swapan Das 1649 Chakaria , P.O.- Panchasayar Kolkata- 94	M- Nayabad - J. L .No- 25 , R. S. Dag No- 110, R. S. Kh. No - 145 L.A.- 05 Cottahs 04 Chhitaks 12 Sq.Ft
28.	Pratima Mondal & others D-55 , East Rajapur , Santoshpur Kolkata- 75	M- Rajapur - J. L .No- 23 , R. S. Dag No- 1017, R. S. Kh. No - 536 L.A.- 05 Cottahs 00 Chhitaks 00 Sq.Ft
29.	Sri Kamal Das Sharma & Smt. Tanusri Das Sharma 42 , Garfa Manoshatala , Kolkata- 75	M- Bhagawanpur - J. L .No- 8 , R. S. & L. R. Dag No- 324 , L. R. Kh. No- 170/2 & 192/1 L.A.- 04 Cottahs 00 Chhitaks 00 Sq.Ft

sd/- N. C. Das
 G. E. D. P. S. S.
 Acc.
 Fl.
 West Bengal
 Contd Page- 4

**BEFORE THE NATIONAL GREEN
TRIBUNAL,
(EASTERN ZONE BENCH), KOLKATA
ORIGINAL APPLICATION NO. 70 OF
2025/EZ**

BETWEEN
JAYPRAKAS CHAUDHURI
..... APPLICANT
- Vs. -
STATE OF WEST BENGAL & ORS.
..... RESPONDENTS

**Counter Affidavit on behalf of the
respondent Nos. 12 to the Original
Application filed by the applicant.**



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