

**BEFORE THE NATIONAL GREEN TRIBUNAL,  
EASTERN ZONE BENCH, KOLKATA  
ORIGINAL JURISDICTION**

**ORIGINAL APPLICATION NO. 72 OF 2025/EZB**

IN THE MATTER OF :

Prakash Das

..... Applicant

- Versus -

The State of West Bengal & Ors.

..... Respondents

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SL NO. 34

**BEFORE THE NATIONAL GREEN TRIBUNAL,  
EASTERN ZONE BENCH, KOLKATA  
ORIGINAL JURISDICTION**

**ORIGINAL APPLICATION NO.72 OF 2025/EZB**

(An application under section 18(1) read with Sections 14 and  
15 of National Green Tribunal Act, 2010)

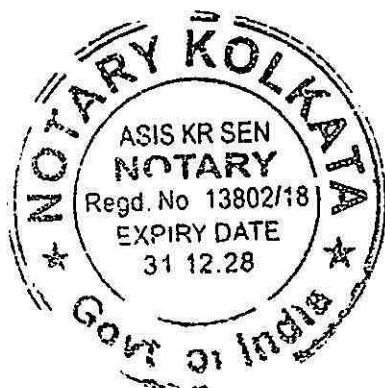
IN THE MATTER OF:

PRAKASH DAS, son of Late  
Atul Krishna Das, residing at  
Village Panagarh, P.O.  
Panagarh Bazar, P.S.  
Panagarh, District Paschim  
Burdwan, West Bengal  
713148.

.... Applicant

Versus

1) The State of West  
Bengal service through the  
Chief Secretary, Government  
of West Bengal having its  
office at "Nabanna", Howrah  
325, Sarat Chatterjee Road,  
Howrah-711 102. Email Id:  
[cs-westbengal@nic.in](mailto:cs-westbengal@nic.in)



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2) The Director of Fisheries, Government of West Bengal having its office at Meen Bhawan, 31 GN Block, Sector-V, Kolkata-700091.

Email id: [dsfisheries@gmail.com](mailto:dsfisheries@gmail.com).

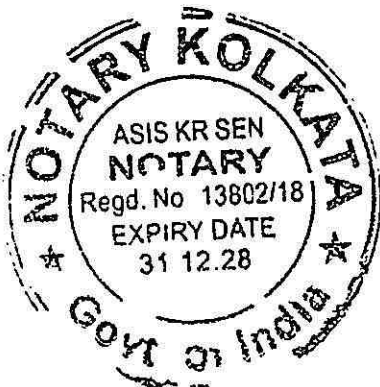
3) The Chairman, West Bengal Pollution Control Board having its office at Paribesh Bhawan, 10A, Block LA, Sector III, Salt Lake City, Kolkata-700 098.

Email Id: [net.wbpcb-wb@bangla.gov.in](mailto:net.wbpcb-wb@bangla.gov.in)

4) The District Magistrate, Paschim Burdwan, District Magistrate's Office ADDA Administrative Building, Kanyapur, Post office Ramkrishna Mission, Pin 713305.

Email Id: [dmpaschimbardhaman@gmail.com](mailto:dmpaschimbardhaman@gmail.com)

5) The BL & LRO, Kanksa Block, Paschim Burdwan,



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Post office Panagarh Bazar,  
Police station Panagarh Pin-  
713148.

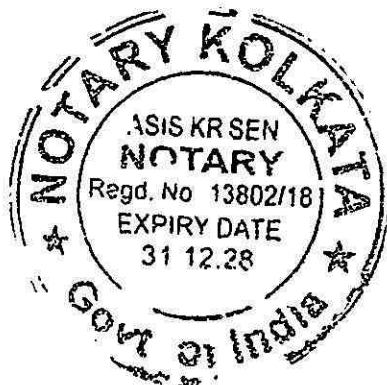
Email id: [dlropaschimbardhaman@gmail.com](mailto:dlropaschimbardhaman@gmail.com)

6) The Officer In-charge,  
Kanksa Police Station,  
Kanksa Road, near Kanksa  
Girls' High School, Kanksa,  
Paschim Burdwan 713148.

Email id: [kanksapsadpo@gmail.com](mailto:kanksapsadpo@gmail.com).

7) Tilokchandrapur Gram  
Panchayat, service the  
Prodhan, having its office at  
Kanksa Block, Paschim  
Burdwan, Post office  
Panagarh Bazar, Police  
station Panagarh Pin-713148.

Email Id: [banshidas482@gmail.com](mailto:banshidas482@gmail.com).



8) Madina Khatun, Wife of  
Abdul Ajej, Residing at  
Station Road, Panagarh  
Bazar, Post Office Panagarh

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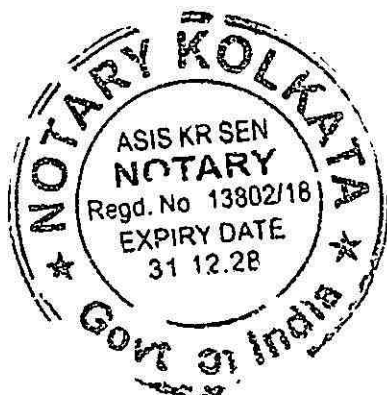
Bazar, District: Paschim Bardhaman, Pin 713148.

9) Pravash Kumar Das, son of Late Atul Krishna Das, residing at Village Panagarh, Post Office Panagarh Bazar, District Paschim Bardhaman, Pin 713148.

10) Gurugoti Das, son of Karunamoy Das, residing at Village Prayagpur, Post Office Panagarh Bazar, District: Paschim Bardhaman, Pin 713148.

11) Munir Ahammad Sekh, Son of Najar Mohammad, residing at Village Kanksa Mollapara, Post Office Panagarh Bazar, District: Paschim Bardhaman, Pin 713148.

12) Sahida Bibi, wife of Mohammad Kaium Ansari,

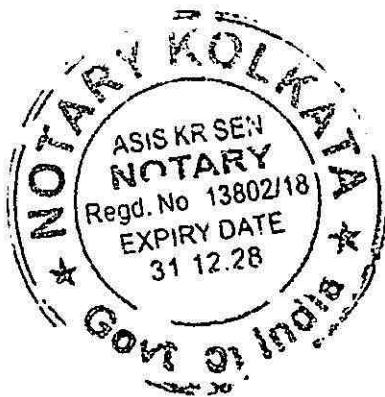


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residing at Village Prayagpur,  
Post Office Panagarh Bazar,  
District: Paschim  
Bardhaman, Pin 713148.

13) Basir Ahamad, son of  
Najar Mohammad, residing at  
Village Kanksa Mallapara,  
Post Office Panagarh Bazar,  
District Paschim Bardhaman,  
Pin 713148.

14) Sagir Ahammad, son of  
Najar Ahammad, residing at  
Village Kanksa Mallapara,  
P.O. Panagarh Bazar, District  
Paschim Bardhaman, Pin  
713148.



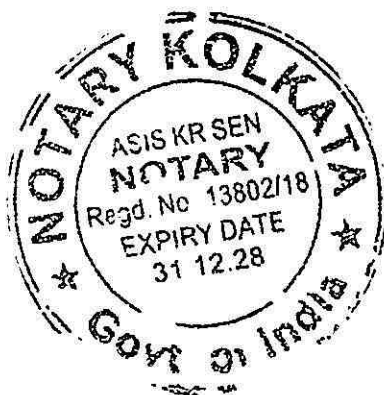
15) Hakikkul Nesha Bibi,  
wife of Sagir, residing at  
Village Kanksa Mollapara,  
Post Office Panagarh Bazar,  
District Paschim Bardhaman,  
Pin 713148.

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16) Banshidhar Das, son of Habu das, residing at Village Prayagpur, Post Office Panagarh Bazar, District: Paschim Bardhaman, Pin 713148.

17) Suryanarayan Das, son of Laxminarayan Das, residing at Village Prayagpur, Post Office Panagarh Bazar, District Paschim Bardhaman, Pin 713148

18) Satyanarayan Das, son of Laxminarayan Das, residing at Village Prayagpur, Post Office Panagarh Bazar, District Paschim Bardhaman, Pin 713148.



19) Sakina Begum, wife of Md. Rahamatulla, residing at Village Prayagpur, Post Office Panagarh Bazar, District

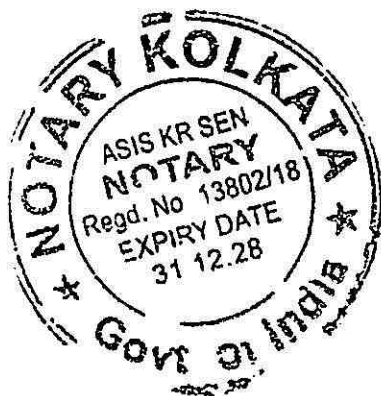
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Paschim Bardhaman, Pin  
713148.

20) Md. Nizamotulla, son of  
Rahamatulla, residing at  
Village Prayagpur, Post Office  
Panagarh Bazar, District  
Paschim Bardhaman, Pin  
713148.

21) Md. Sahematulla Khan,  
son of Md. Rahamatulla,  
residing at Village Prayagpur,  
Post Office Panagarh Bazar,  
District Paschim Bardhaman,  
Pin 713148.

22) Md. Sumiyantulla  
Khan, son of Md.  
Rahamatulla, residing at  
Village Prayagpur, Post  
Office-Panagarh Bazar,  
District: Paschim  
Bardhaman, Pin 713148.

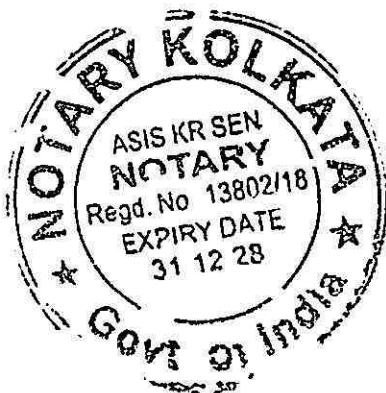


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23) Raju Aich, son of Babul Aich, residing at Village Chandpur, Post Office Budbud, District Purba Bardhaman, Pin713403.

24) Bablu Aich, son of Narendranath Aich, residing at Village Chandpur, Post Office Budbud, District Bardhaman, Pin713403. Purba

25) Hardial Singh, son of Sardar Nasib Singh, residing at Village Prayagpur, Post Office Panagarh Bazar, District Paschim Bardhaman, Pin 713148.



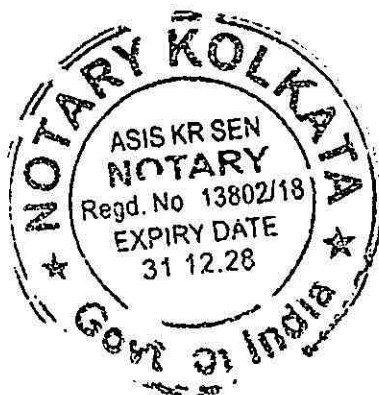
26) Munir Ahamad, son of Najar Mahammad, residing at Village Prayagpur, Post Office Panagarh Bazar, District Paschim Bardhaman, Pin 713148.

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27) Anisha Begum, wife of Sahanatulla Khan, residing at Village Prayagpur, Post Office Panagarh Bazar, District Paschim Bardhaman, Pin 713148.

28) Ramrup Roy, son of Gunadhar Roy, residing at Village Prayagpur, Post Office Panagarh Bazar, District Paschim Bardhaman, Pin 713148.

29) Amrita Nag, wife of Ramrup Nag, residing at Pangarh Bazar, Post Office Panagarh Bazar, District Paschim Bardhaman, Pin 713148.



30) Md. Sahanatulla Khan, son of Md. Rahamatulla, residing at Village Prayagpur, Post Office Panagarh Bazar,

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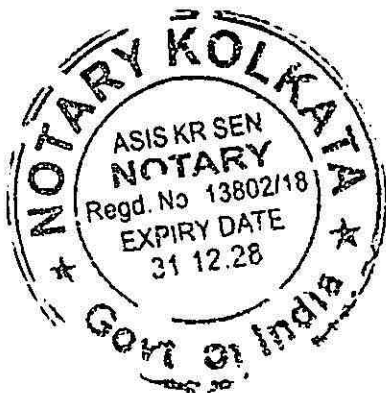
District Paschim Bardhaman,  
Pin 713148.

31) Abdul Raja, son of Aziz Raja, residing at Village Kanksa Mallapara, Post Office Panagarh Bazar, District Paschim Bardhaman, Pin 713148.

32) Mehamud Ansari, son of Kaium Ansari, residing at Village Kanksa Mallapara, Post Office Panagarh Bazar, District Paschim Bardhaman, Pin 713148.

33) Sahela Banu, wife of Abdul Raja, residing at Village Prayagpur, Post Office Panagarh Bazar, District Paschim Bardhaman, Pin 713148.

34) Samsul Ansari, son of Kaium Ansari, residing at

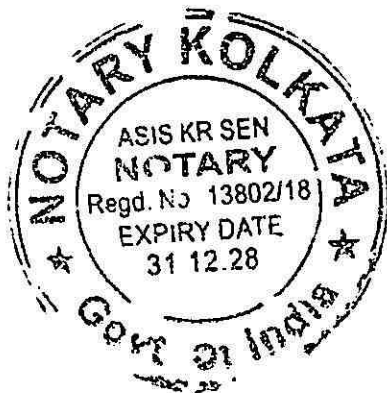


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Village Kanksa Mollapara,  
Post Office Panagarh Bazar,  
District: Bardhaman, Pin:  
713148. Paschim

35) Naz Parvin, wife of Md.  
Mustakim, residing at Village  
Prayagpur, Post Office  
Panagarh Bazar, District  
Paschim Bardhaman, Pin:  
713148.

36) Sufiantulla, son of  
Rahamatulla, residing at  
Village Prayagpur, Post Office  
Panagarh Bazar, District  
Paschim Bardhaman, Pin  
713148.



37) Md. Niyamtulla Khan,  
son of Rahamatulla Khan,  
residing at Village Prayagpur,  
Post Office Panagarh Bazar,  
District Paschim Bardhaman,  
Pin 713148.

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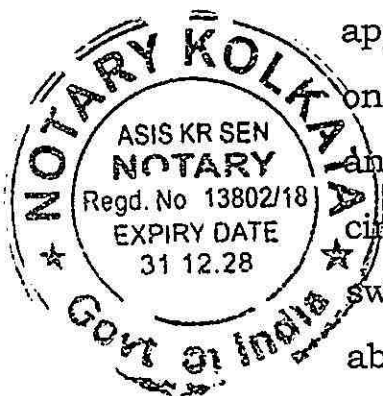
38) Md. Rize Ahamed, son of Sagir Ahamed, residing at Village Kanksa Mallapara, Post Office Panagarh Bazar, District Paschim Bardhaman, Pin 713148.

...Respondents

EXCEPTION ON BEHALF OF RESPONDENTS NOS. 27, 28, 29, 30, 36 and 37 TO THE REPORT FILED BY WAY OF AN AFFIDAVIT BY THE RESPONDENT NO. 4.

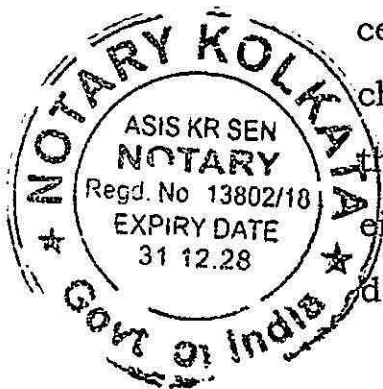
I, Ramrup Roy, son of Gunadhar Roy, aged about 49 years, by faith Hindu, by occupation service, residing at Village Prayagpur, Post Office Panagarh Bazar, District Paschim Bardhaman, PIN 713 148, do hereby solemnly affirm and declare as follows:

1. That I am the Respondent No. 28 in the above-mentioned application and am duly authorized to affirm this affidavit on behalf of the private respondent nos. 27, 28, 29, 30, 36, and 37. I am fully acquainted with the facts and circumstances of the present case and competent to swear this affidavit of behalf of myself and the abovementioned respondents.



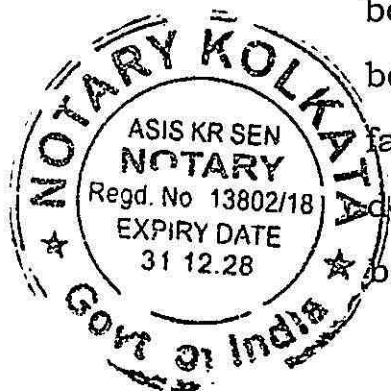
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2. I have carefully read the report filed in the form of an affidavit by the respondent no. 4 and upon due consideration of its contents, I am advised to place this affidavit in reply both to support such portions as reinforce our case and to respectfully but firmly challenge those parts which are either misconceived, misleading or legally unsustainable.
  
3. At the very threshold, the answering respondents submit that the petition itself is misconceived, devoid of merit and based upon vague allegations unsupported by credible documentary evidence. The report now sought to be relied upon by the applicant, far from supporting the petitioner's claims, contains within it material admissions that go to the root of the controversy and clearly establish that the answering respondents are law-abiding purchasers and possessors of duly classified bastu land, who have undertaken construction activities only after obtaining valid statutory permissions. While the report makes certain stray observations regarding the alleged low-lying character of the land or supposed jurisdictional lapses of the Panchayat, such conjectures are wholly without basis either in fact or in law and cannot displace the documentary record or the settled legal position.



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4. That the present application is not maintainable in law and on facts, is wholly misconceived, misinformed, and suffers from suppression of material facts. The same has been filed with ulterior motives to harass the answering respondents and obstruct lawful development.
  
5. That the report itself candidly acknowledges that the land under dispute, being L.R. Dag No. 523, J.L. No. 88, Mouza Prayagpur, Police Station Kanksa, District Paschim Bardhaman, stands recorded in the Record of Rights as "bastu" land. This admission alone is of cardinal significance, for it is trite law that land classification reflected in government revenue records enjoys a presumption of correctness under Section 35 of the Indian Evidence Act, 1872. The Hon'ble Supreme Court has time and again categorically held that entries in the Record of Rights carry presumptive evidentiary value unless rebutted by cogent material produced by the competent land authority. No such contrary material has been produced by either the applicant or any statutory body, and therefore, the presumption must prevail in favour of the answering respondents. This fortifies beyond doubt that the land is Bastu in nature and not a water body as falsely alleged.

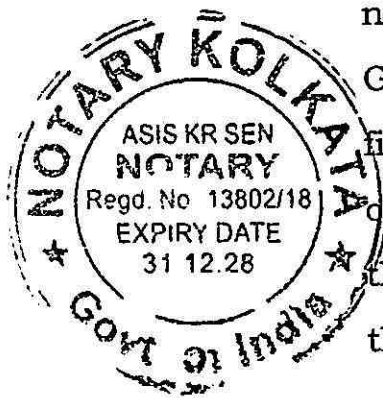


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6. It is further pertinent to mention here that the answering respondents herein, at the time of purchasing the said land, conducted a thorough search of the records and exercised due diligence with respect to the previous chain deeds of the said land. Upon such due diligence and search it was revealed that, vide two registered deeds, one bearing no. 501 dated 07.12.1977 and the other one bearing no. 503 dated 14.02.1977, the land was described as measuring about 08 decimal each and recorded as "Bhita", i.e Homestead Land. Therefore, the question of the said land being a Pukur or water body does not and cannot arise.

In this regard, Photostat copies of the said deeds are annexed and marked as "Annexure A".

7. The report further records the existence of valid statutory permissions obtained by the answering respondents, namely, the permission granted by the Trilokchandrapur Gram Panchayat. This unequivocally establish the bona fides of the answering respondents, who have not acted clandestinely but have taken every step required under the law before undertaking construction. It is well settled that where construction is undertaken pursuant to a valid sanction plan, the principle of, an act done lawfully cannot work to a person's detriment, applies, and the

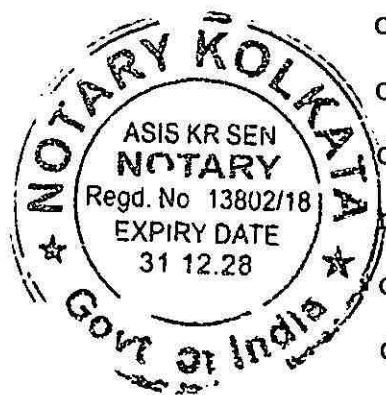


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answering respondents cannot be faulted for merely exercising rights lawfully conferred upon them.

8. It is also of significance that the report does not record any finding of actual environmental damage. No field survey, scientific study, or expert inspection has been produced to demonstrate that any water body has been filled up, or that flora and fauna have been adversely impacted, or that any pollution of soil or water has occurred. In the absence of such proof, the report in fact strengthens the answering respondents' case that the construction on bastu land, duly sanctioned and permitted, has not occasioned any ecological degradation.

9. The answering respondents most respectfully submit that certain adverse observations made in the report, particularly with regard to the alleged historical low-lying character of the land or the supposed jurisdictional lapse of the Panchayat, are wholly misconceived and liable to be disregarded. The observation that the land may once have retained water during monsoons is of no legal consequence in the face of conclusive statutory classification as bastu in the Record of Rights. The law does not recognise vague recollections of the past but attaches determinative value to the official land records maintained under the West Bengal Land Reforms Act,

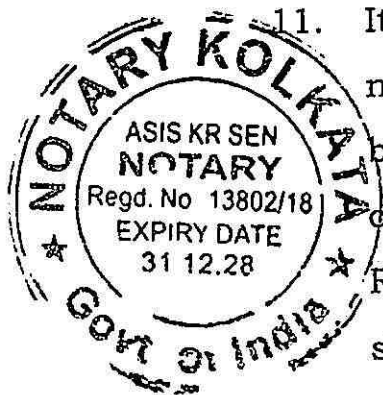


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1955. Unless such classification is corrected or altered by due process, it must be treated as final and binding. To hold otherwise would be to introduce uncertainty and arbitrariness into land tenure, which the law abhors.

10. As regards the suggestion that the Gram Panchayat may have acted beyond jurisdiction in granting construction permission, the same is also untenable. The West Bengal Panchayat Act, 1973 vests Gram Panchayats with powers to regulate building activity within their jurisdiction, particularly on bastu land, and the permission dated 16.10.2020 has been granted in exercise of such statutory competence. To question the jurisdiction of the Panchayat at this stage would amount to collateral attack on a valid administrative act, which is impermissible. The maxim, all acts are presumed to have been rightly and regularly done, applies with full force, and the burden lies on the applicant to prove otherwise, which has not been discharged.

11. It is also pertinent to point out that no notice of violation, no stop-work order, nor any penal proceedings have ever been initiated against the answering respondents by any competent authority such as the Block Land & Land Reforms Officer or the Panchayat Samity. This clearly shows that the answering respondents' activities are

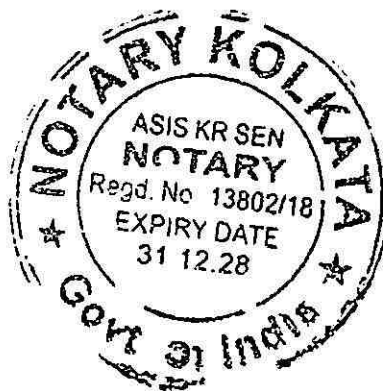


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within the bounds of law. In the absence of such statutory action, the adverse conjectures in the report are without probative value. Therefore, one who makes contradictory or unsupported allegations ought not to be heard.

12. It is humbly submitted that the jurisdiction of this Hon'ble Tribunal is confined to questions of environmental harm and ecological protection under Sections 14 and 15 of the National Green Tribunal Act, 2010. The present dispute is essentially one of land classification and construction permissions, which fall within the exclusive domain of the Land Reforms and Panchayat authorities. In the absence of any credible evidence of environmental damage, the invocation of this Hon'ble Tribunal's jurisdiction is wholly misconceived.

13. Even otherwise, the equities of the case weigh overwhelmingly in favour of the answering respondents. Substantial financial investments have been made, and construction has proceeded in good faith under valid permissions. Any demolition or restraint would result in severe and irreparable loss to the answering respondents, while conferring no corresponding ecological benefit. The law emphasised the doctrine of balance of convenience and the need to avoid disproportionate hardship. The present case calls for similar application of equity, fairness and proportionality.



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14. It is a fundamental maxim of equity that "*actus curiae neminem gravabit*" –an act of the court shall prejudice no man. Here, the answering respondents, having acted strictly under the cover of valid sanctions granted by public authorities, cannot now be visited with penal consequences or demolition, for that would amount to punishing them for acts permitted by law.
15. In the facts and circumstances of the case, the said petition being barred by law and devoid of any merit, harrassive and vexatious one, is liable to be dismiss with exemplary costs.
16. That the statements made in paragraphs 1 to 11 are true to my knowledge and the rest are my humble submissions before this Hon'ble Tribunal.



Solemnly affirm and declared  
before me on Identification

*ASIS KR SEN*  
ASIS KUMAR SEN  
City Civil Court, Kolkata  
Notary  
Reg. No.-13802/18

*Ranajit Roy*  
Deponent

Identified by me

*Sten... ..*  
Advocate

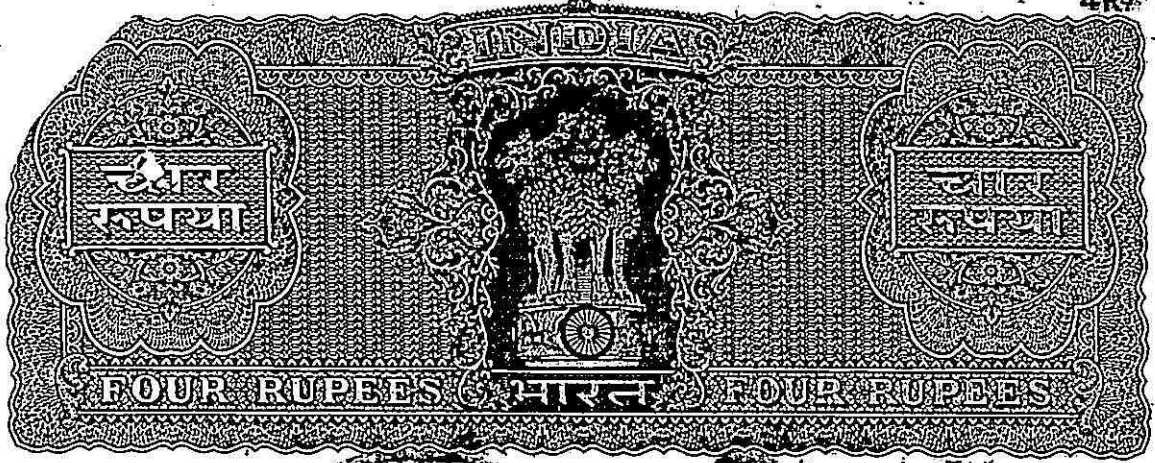
F/1959/1728/2019

17 SEP 2025





4RS



MUNSIF 2ND COURT  
 FILED  
 24 NOV 1990

29 MAY 1990

श्री गणेशाय नमः  
 श्री गणेशाय नमः  
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MUNSIF 2ND COURT  
 FILED  
 18 FEB 1992

ASIS KR SEN  
 NOTARY  
 Regd. No 13802/18  
 EXPIRY DATE  
 31.12.28

GOVT of India

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4 NOV 1930

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29 MAY 1930

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29 MAY 1930

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29 MAY 1930

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29 MAY 1930

RECEIVED  
29 MAY 1930

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SIF 2ND COLLEGE  
FILED  
15 FEB 1932

NOTARY PUBLIC  
ASIS KR SEN  
NOTARY  
Regd. No 13802/18  
31.12.28  
Govt of India

24



Abdul Kalam

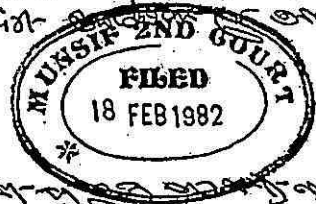
Abdul Kalam

Abdul Kalam

Abdul Kalam

Abdul Kalam

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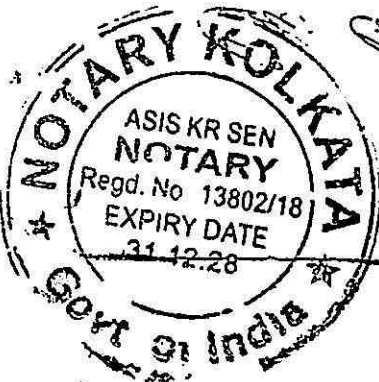


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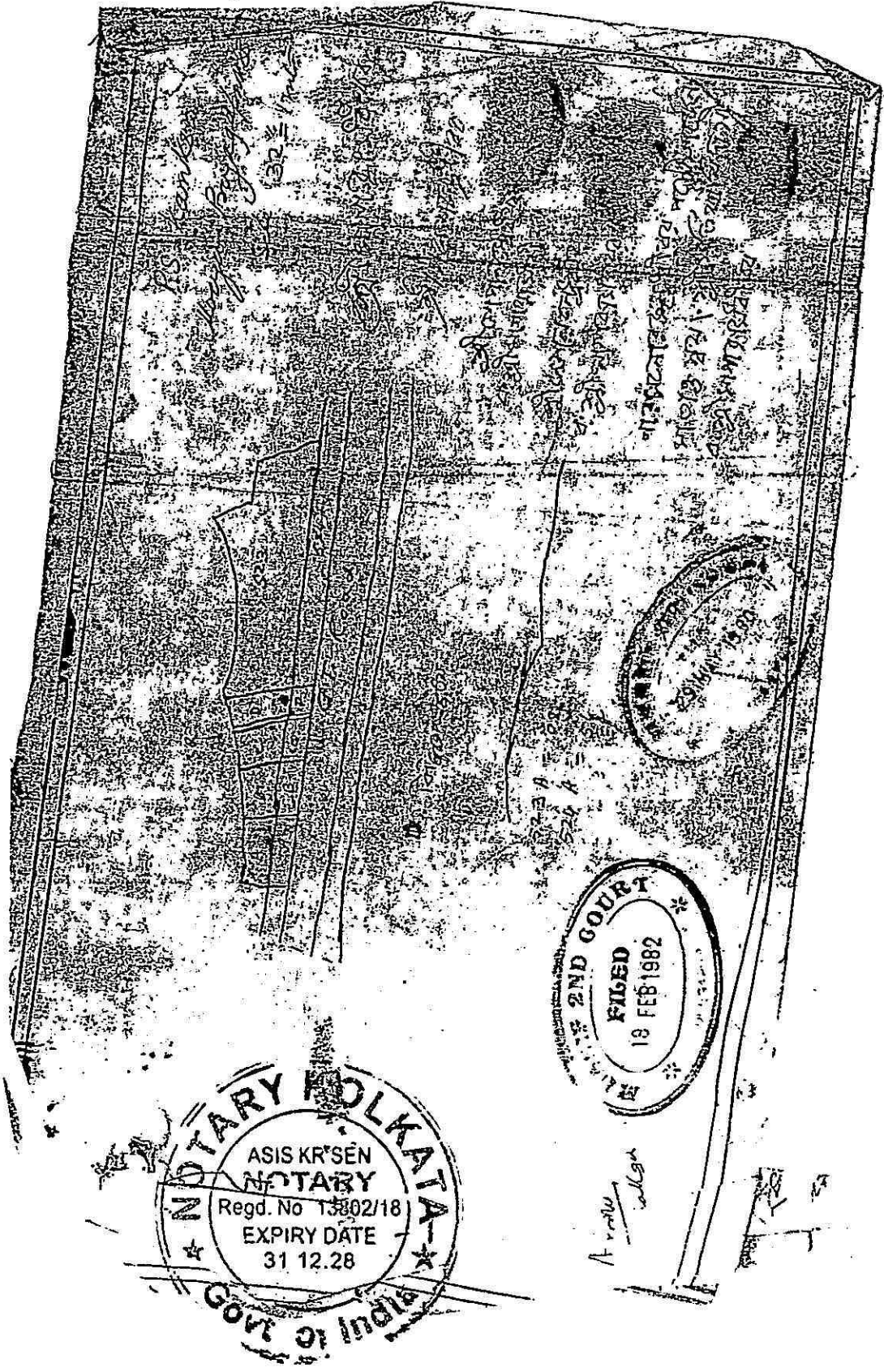
Handwritten text in Bengali script, continuing the document.

Handwritten signatures and names in Bengali script.

Mr Abdul Goni  
vill. Prayagpur  
Abdul Odud  
Prayagpur  
Kazi. md. Eusuf  
Prayagpur



- 25 -



NOTARY KOLKATA  
 ASIS KR'SEN  
 NOTARY  
 Regd. No 13802/18  
 EXPIRY DATE  
 31.12.28  
 GOVT of India

2ND COURT  
 FILED  
 18 FEB 1982

Arnu  
 Malga

TRANSLATED COPY

Elahi Bharasa

503

Non Judicial Stamp of Rs. 100/-

Sd/- Maga Ram Dhibor  
 T.I. Shri Gopal Chandra Dhibor  
 By the pen of Shri Maga Ram Dhibor  
 Shri Nepal Chandra Dhibor  
 by the pen of Maga Ram Dhibor  
 Minor Monoranjan Dhibor  
 on his behalf guardian mother and  
 for-self Smt. Kali Dasi by the  
 pen of Shri Maga Ram Dhibor

XXXXXXXXXXXXXXXXXX  
 XXXXXXXXXXXXXXXXXXXX  
 Sd/- illegible  
 Registering Officer  
 04.02.71

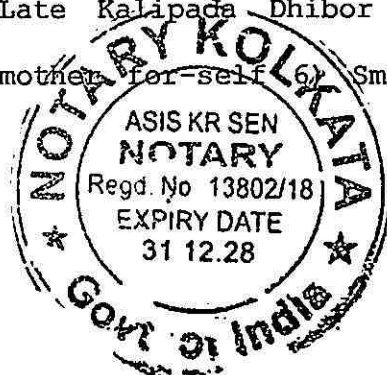
P.S. Kanksa  
 Mouza Dolatpur  
 Deed of sale value Rs. 2,500/-

Deed of Sale executed in favour of :

Shri Banshidhar Bairag son of Late Habudas Bairag by  
 faith Hindu occupation cultivation resident of  
 Prayagapur P.S. Kanksa Sub-Registry and Sub-Divison  
 Durgapur District Burdwan.

Deed of sale executed by :

1) Shri Maga Ram Dhibor, 2) Shri Ganesh Chandra  
 Dhibor, 3) Shri Gopal Chandra Dhibor, 4) Shri Nepal  
 Chandra Dhibor, 5) Minor Monoranjan Dhibor sons of  
 Late Kalipada Dhibor on behalf of minor guardian  
 mother for-self 6) Smt. Klai Dasi wife of Kalipada



Dhibor by faith Hindu occupation cultivation and household work resident of Prayagpur P.S. Kanksa Sub-Registry Office Sub-Division Durgapur District Burdwan.

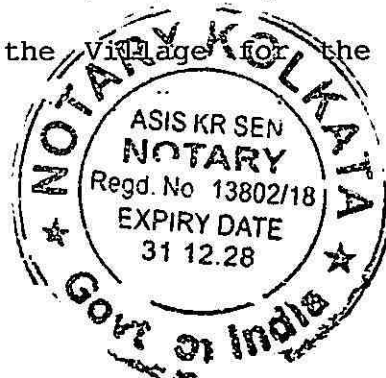
( Page - 2 )

Non Judicial Stamp of Rs. 4/-

Sd/- Maga Ram Dhibor  
T.I. Shri Gopal Chandra Dhibor  
By the pen of Shri Maga Ram Dhibor  
Shri Nepal Chandra Dhibor  
by the pen of Maga Ram Dhibor  
Minor Monoranjan Dhibor  
on his behalf guardian mother and  
for-self Smt. Kali Dasi by the  
pen of Shri Maga Ram Dhibor

This Deed of Absolute Sale is executed to the effect following :

The property mentioned in the Schedule below is the property under our khas possession and ownership in the R.S. settlement by getting our name mutated we have been in enjoyment and possession of the same. now for constructing for our house cash money being required we having declared to sell the property mentioned in the Schedule below and you having agreed to purchase the same and the proper price being fixed at Rs. 2,500/- in presence of the respectable person of the Village for the property mentioned in the

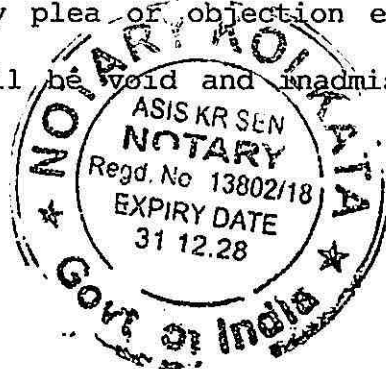


Schedule below we considering the said price to be just ad highest upon receiving from you entire amount of consideration for sale

( Page - 3 )

Sd/- Maga Ram Dhibor  
 T.I. Shri Gopal Chandra Dhibor  
 By the pen of Shri Maga Ram Dhibor  
 Shri Nepal Chandra Dhibor  
 by the pen of Maga Ram Dhibor  
 Minor Monoranjan Dhibor  
 on his behalf guardian mother and  
 for-self Smt. Kali Dasi by the  
 pen of Shri Maga Ram Dhibor

in cash at a time to our satisfaction do execute this Deed of absolute sale and admit and promise that whatever right title interest we had and have in the property mentioned in the Schedule the same being void and cancel from this day devolve on and vest in you totally. You being the owner and possessor from this day vested with all our rights go on enjoying and possessing the same down to your sons son's sons and heirs in succession with power to effect all kinds of transfer such as gift sale etc. in perfect happiness. To that we along with our heirs shall not be entitled to raise any claim or contention or make any plea or objection even if it is done the same will be void and inadmissible at all places. We do



- 29 -

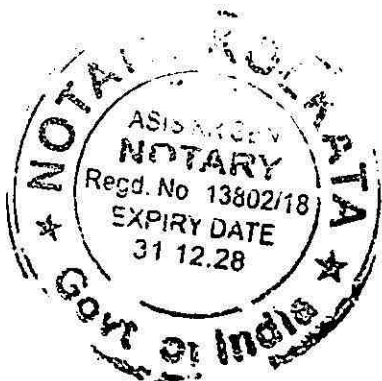
sell the property mentioned in the Schedule below in a state completely free from defect. If in future because of the defect of our right or any act done by us there arises any loss in respect of your khas possession so purchased or you face any hindrance then we shall remain bound to restore your possession land right. if we fail to do the same then we shall remain bound to pay refund the entire amount of consideration with interest at the rate prevailing at that time. You by paying rent of the property mentioned in the schedule in your name in the Sherista of the owner will obtain the receipt. To that we give our full consent along this Deed the plan annexed will be treated as a part of this Deed.

Q4  
Q3

To this import we in a composed state of mind in good faith without being requested by others out of our own accord having received entire amount of consideration in cash at a time do execute this Deed of Absolute Sale. Finis - 2<sup>nd</sup> Flagon 1383 B.S. corresponding to 14.02.77 A.D.

( Page - 4 )

Sd/- Moga Ram Dhibor  
T.I. Shri Gopal Chandra Dhibor  
By the pen of Shri Moga Ram Dhibor

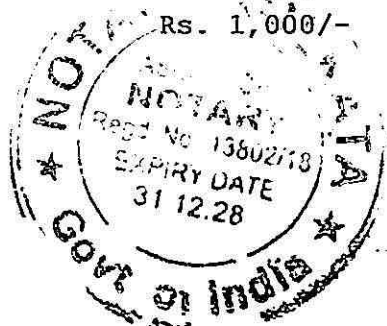


Shri Nepal Chandra Dhibor  
by the pen of Maga Ram Dhibor  
Minor Monoranjan Dhibor  
on his behalf guardian mother and  
for-self Smt. Kali Dasi by the  
pen of Shri Maga Ram Dhibor

Schedule :  
District Burden under P.S. Kanksa Sub-Registry and  
Sub Division Durgapur at Mouza Prayagpur J.L. No. 88  
Khatian No. 267 total land 102 decimals total jama  
Rs. 10-6 annas proportionate jama payable to J.L.R.O.  
Panagarh P.O. Panagarh Bazar District Burdwan on  
behalf of West Bengal Government having Ryoti  
possessory right.

1) Dag No. 503 (five hundred three) pond known as  
Kazi pukur area 99 decimals (ninety nine decimals)  
out of that at present Bhita .33 decimals (thirty  
three decimals) out of which 08 decimals (eight  
decimals) marked 'A' is sold value Rs. 1,500/-.

Item 2 At Mouza same Khatian No. 996 total jama as  
fixed proportionate rent payable to the aforesaid  
Sherista Dag No. 524 (five hundred twenty four) Bhita  
area .44 decimals out of that the land marked A in  
the plan 5- $\frac{1}{2}$  decimals (five and half decimals) value



It is the property is received by Deed No. 4244 of 1973 which has been Registered in Durgapur Sub-Registry Office.

Expl. At the first page in 8<sup>th</sup> the line the word "Sajon" and at 6<sup>th</sup> page the first line the word "Nejyo" are over written.

Shri Maga Ram Dhibor

By writing this Deed of Absolute Sale as per the instruction of the executants read over the same.

Scribe :

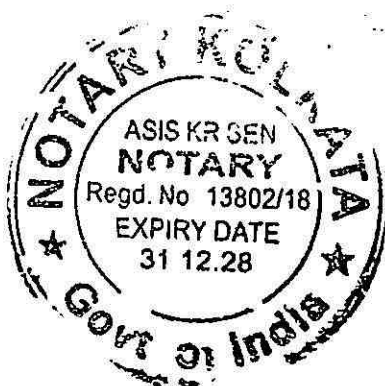
Shri Jasimudin of Gopal Math

Noor Abdul Gani of Prayagpur,  
Shri Niranjan Das of Prayagpur  
Atul Odud of Prayagpur  
Kazi Mohammad Unus of Prayagpur  
Shri Narayan Chandra Das of Prayagpur

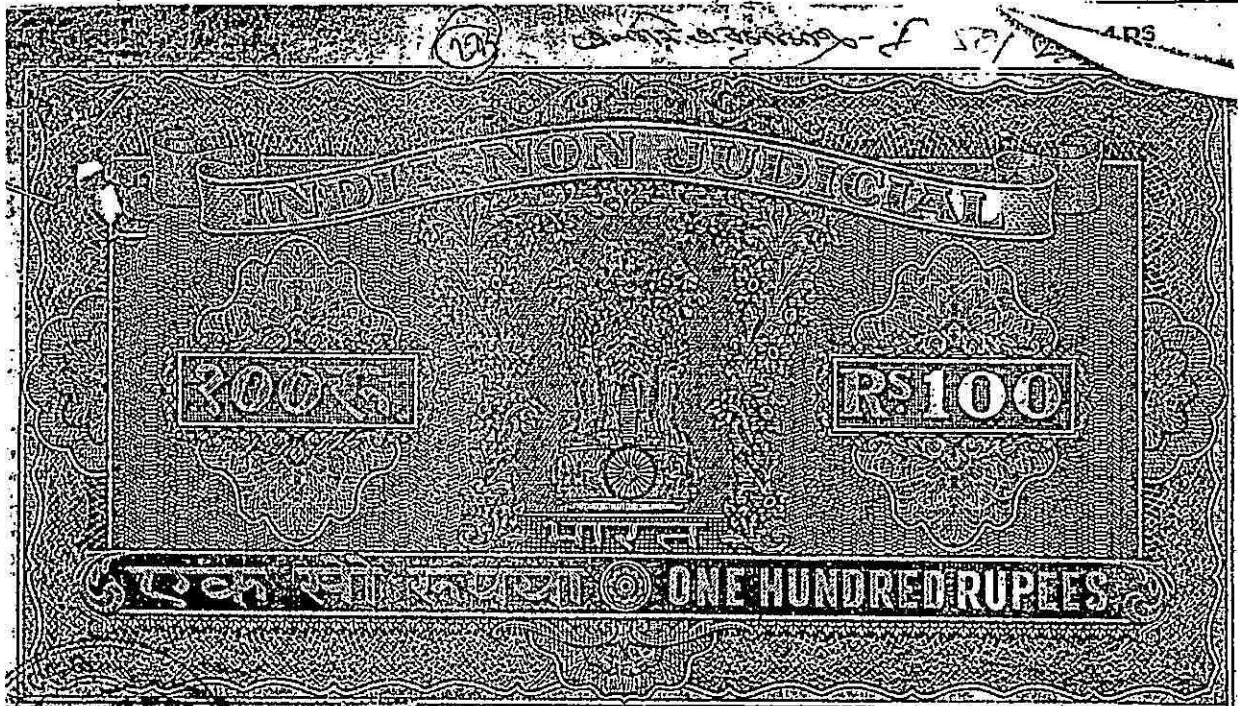
Registered in Book No. 1 Volume No. 59 from pages 62 to 68 being no. 509 for the year 1971.

Certified to be the English translation of a Deed of Sale in Bengali.

*Signature*  
15/09/75



20/09/75  
15/09/75



*[Faded and mostly illegible text, possibly a court order or legal notice, with some handwritten notes.]*

27/11/16  
20/11/16

2nd Court, Bangalore

2ND COURT  
FILED  
18 FEB 1982

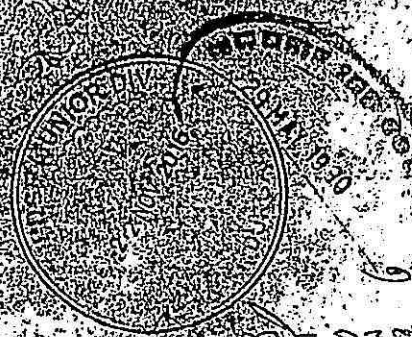
NOTARY K...  
ASIS KR SEN  
NOTARY  
Regd. No 13802/18  
EXPIRY DATE  
31 12.28  
Govt of India

*[Handwritten text in Kannada script, likely a legal document or affidavit.]*





- 35 -



Handwritten text in Hindi, possibly a signature or official name, partially obscured by noise.

Handwritten notes in Hindi at the top right, including a circled number '35'.

Main body of handwritten text in Hindi, appearing to be a legal or official document.



Lower section of handwritten text in Hindi, continuing the document's content.



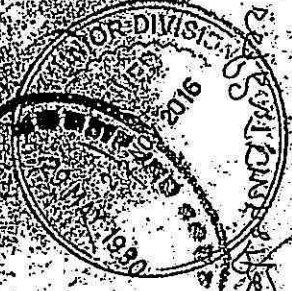
Handwritten text at the bottom right, possibly a signature or name: Nmr Abdul Gorn...

(25)

राज्यपालिकाको कार्यालय  
निराहा, कैलाली जिल्ला  
सुदूरपश्चिम प्रदेश

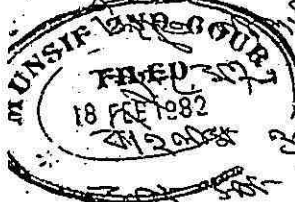
२६

राज्यपालिकाको कार्यालय  
निराहा, कैलाली जिल्ला

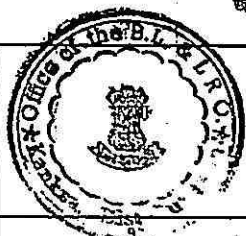


राज्यपालिकाको कार्यालय  
निराहा, कैलाली जिल्ला


Handwritten text in Nepali script, appearing to be a letter or official communication. The text is dense and covers most of the page's content area.



এম. নং- ২০২/১৫২০০২

জিলা <u>ঠাকুরগাঁও</u> থানা <u>ঠাকুরগাঁও</u>		বোজা <u>কুমারী</u> জে. এল. নং <u>৬৮</u>		সি. বি. নং <u>১৩০</u>			
নামের নাম ও ঠিকানা	বয়ের বিশেষ অনুসার	রাজস্ব	বৈধ				
			পথ	পূর্ব	শিলাইকোট	কুমারী	
১	২	৩	৪ক	৪খ	৪গ	৪ঘ	
স্বাক্ষর নামের নাম - বিঃ - লক্ষ্মী নারায়ণ মার - স্বঃ - বিঃ		৩					
জমির বিবরণ			<div style="border: 1px solid black; padding: 5px; display: inline-block;"> <b>ATTESTED</b>  <i>Sd/ Illegible</i>                  Revenue Officer             </div>				
দাগ নং	জমির প্রণী		দাগের মোট পরিমাণ		দাগের মধ্যে বয়ের অংশ		
৫	৬		এ:	ক:	৯	এ:	গ:
৫২৬	কুমারী		১	৩৩	৬৫		
৩	৩						

Prepared by  
Date  
Contra  
Date


 NOTARY  
 GOVT of India  
 31.12.28





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TRANSLATED COPY

1

Elahi Bharasa?

501

Non Judicial Stamp of Rs. 100/-

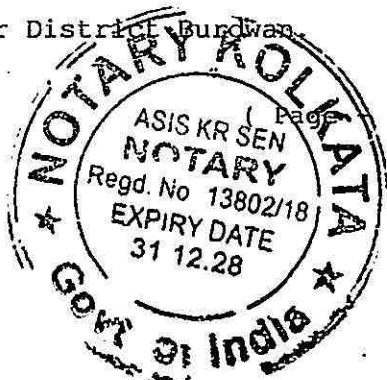
Sd/- Magaram Dhibor  
 Sd/- Shri Ganesh Chandra Dhibor  
 Shri Goopal Chandra Dhibor  
 T.I. by the pen of Madraram Dhibor  
 Shir Nepal Chandra Dhibor  
 T.I. by the pen of Madaram Dhibor  
 Minor Monoranjan Dhibor on his behalf  
 mother and for-self Smt. Kali Dasi

Deed of Sale executed in favour of :

Shri Shankar Narayan Das son of Shri Lakshmi Narayan  
 Das by faith Hindu occupation cultivation resident of  
 Prayagpur P.S. Kanksa Sub-Registry Office and Sub-  
 Division Durgapur District Burdwan.

Deed of Sale executed by :

1) Magaram Dhibor, 2) Ganesh Chandra Dhibor, 3) Shri  
 Gopal Chandra Dhibor, 4) Shri Nepal Chandra Dhibor, 5)  
 Minor Manoranjan Dhibor sons of late Kalipada Dhibor on  
 behalf of the minor guardian mother and for-self Smt.  
 Kali Dasi wife of Late Kalipada Dhibor by faith Hindu  
 occupation cultivation and household work resident of  
 Prayagpur P.O. Kanksa Sub-Registry and Sub-Division  
 Durgapur District Burdwan



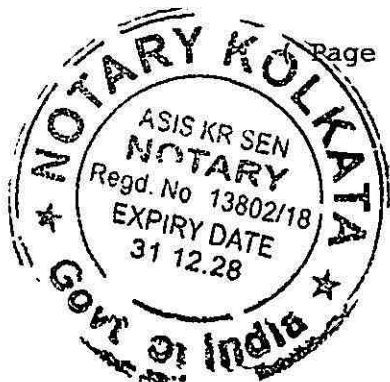
Non Judicial Stamp of Rs. 4/-

Sd/- Madga Ram Dhibor ✓  
 Sd/- Shri Ganesh Chandra Dhibor  
 Shri Goopal Chandra Dhibor  
 T.I. by the pen of Madraram Dhibor  
 Shir Nepal Chandra Dhibor  
 T.I. by the pen of Madaram Dhibor  
 Minor Monoranjan Dhibor on his behalf  
 mother and for-self Smt. Kali Dasi

This Deed of absolute Sale is executed to the effect following.

The property mentioned in the Schedule below is the property under our khas possession and right in the R.S. settlement our respective name has been recorded and we have been in enjoyment and possession of the same till this day. Now we being in urgent need of cash money for construction of our house having declared to sell the property mentioned in the Schedule and you having agreed to purchase the same at the value of the property is fixed by Rs. 2,500/- as proper price prevailing in the market by some respectable person. We considering to be proper and highest upon receiving the entire amount of consideration from you in cash at a time to our satisfaction do execute this Deed of Absolute Sale and

P2  
 B



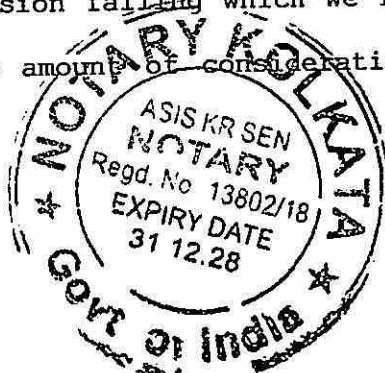
Page - 3 )

Sd/- Madga Ram Dhibor ✓

3

Sd/- Shri Ganesh Chandra Dhibor  
 Shri Goopal Chandra Dhibor  
 T.I. by the pen of Madraram Dhibor  
 Shir Nepal Chandra Dhdibor  
 T.I. by the pen of Madaram Dhibor  
 Minor Monoranjan Dhibor on his behalf  
 mother and for-self Smt. Kali Dasi

having received the entire amount of consideration admit and promise that whatever right title interest we had in the property the same being void and cancel totally devolve and vest in you. You from this day being the owner and possessor vested with our rights go on enjoying and possessing the same down to your sons son's son heirs and representatives in succession with power to effect all kinds of transfer such as gift Sale etc. To that none will be entitled to make any claim or contention or raise any plea or objection even if it is done the same will be void and inadmissible in all Courts and at all places. We do sell the property mentioned in the schedule in a state free from encumbrance and defect. In future because of the defect of our title is there arises any hindrance in respect of our right and possession so purchased then we down to our hers in succession and restore your right and possession failing which we remain bound to refund the entire amount of consideration with compensation at a



- 42 -

4

time. You by paying rent to the Sherista of the owner in respect of the property mentioned in the Schedule will obtained receipt in your name we give full consent to the same. The plan annexed to this Deed will be treated as a part of this Deed.

To this import we in sound health in a composed state of mind in good faith without being requested by others received the entire amount of consideration to our satisfaction for this day do execute this Deed of Sale. Finis ... 1383 B.S. corresponding to ... 77 A.D.

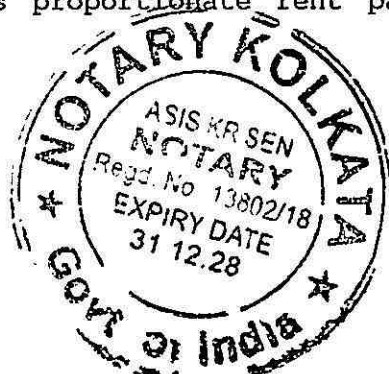
( Page - 4 )

Sd/- Maqa Ram Dhibor ✓  
 Sd/- Shri Ganesh Chandra Dhibor ✓  
 Shri Goopal Chandra Dhibor  
 T.I. by the pen of Madraram Dhibor  
 Shir Nepal Chandra Dhdibor  
 T.I. by the pen of Madaram Dhibor  
 Minor Monoranjan Dhibor on his behalf  
 mother and for-self Smt. Kali Dasi

P4  
 93

Schedule :

1) District Burdwan under P.S. Kanksa Sub-Registry Office and Sub-Division Durgapur at Mouza Prayagpur J.L. No. 88 (eighty eight) Khatian No. 367 (three hundred sixty seven) total 102 decimals total jama Rs. 10-6 annas proportionate rent payable to west Bengal



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5

Government on its behalf J.L.R.O. Panagarh P.O.  
Panagarh Bazar District Burdwan having Ryoti right.

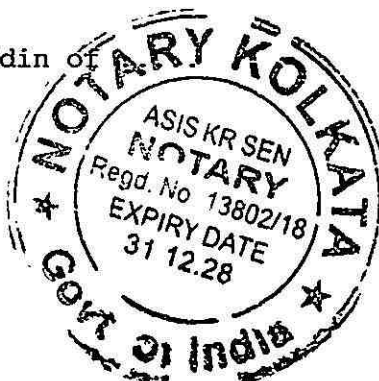
2) Dag No. 523 (five hundred twenty three) Pond known as Patipukur Pond area 99 decimals out of that at present Bhita 33 decimals out of which 08 decimals marked C in the plan and Marked R 01 decimals out of that  $\frac{1}{2}$  decimals (half decimals) total  $8\frac{1}{2}$  decimals of land is sold. Value of the same is Rs. 6,000/-. At the said Mouza Khatian No. 996 (nine hundred ninety six) bearing jama as fixed proportionately payable to the Sherista of the aforesaid Zamindar.

A1) Dag No. 524 (five hundred twenty four) Bhita area 44 decimals out of that the portion Mark 'C' in the plan 03 decimals and mark R  $\frac{1}{2}$  decimals total  $3\frac{1}{2}$  decimals value Rs. 500/-. It is the property received by Deed No. 4644 in the year 1973 Registered in Durgapur Sub-Registry Office.

PS  
C.D.

Expl. At the first page the word "In drain" is deleted.  
By writing this Deed of Absolute Sale by the instruction of the executants. Read over the same.

Sekh Jamsimuddin of



- AA -

Shri Nanda Ram Dhibor

Witnesses :

Noor Abdul Gani of Prayagpur

Niranjan Das of Prayagpur

Abdur Odud of Prayagpur

.....

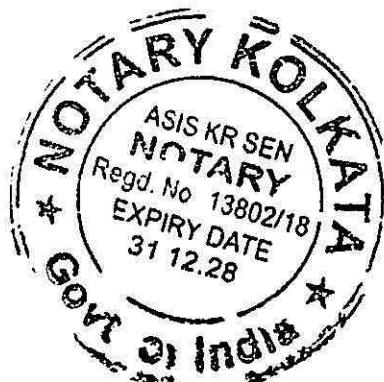
Registered in Book No. 1 Volume No. 10 from pages 20 to 24 being No. 501 for the year 1977.

*P/S*

Certified to be the English translation of a Deed of Sale in Bengali.

*H. Islam*  
*10/9/75*

**H. Islam**  
Md. Senior Interpreting Officer of  
O.S. High Court, Calcutta



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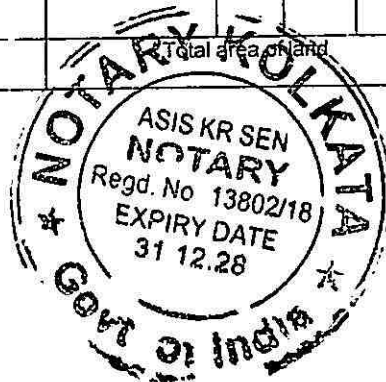
## TRANSLATED COPY

CP No. 202  
65.2022

District: Bardhaman		Mouza- Prayagpur					
P.S. Kanksa		J.L. No. 88			Khatian No.1953		
Name of Ryot and address	Special index of the right	Revenue	Cess				
			Road	PW	Edu	Rural employment	Surcharge of Rural Employment
1	2	3	4Ka	4Kha	4Ga	4Gha	4Una
Shankar Narayan Das, son of Laxmi Narayan Das of self	Re.1/-  Ryoti						Attested Sd/- illegible 2.12.98

### Particulars of land

Dag No.	Nature of land	Remarks	Total area of Dag		Share of this right in the Dag	Area of land in the share of this right out of the Dag.			
			Acre	Deci		Acre	Dec	Hect	Aire
5	6	7	8K	8Kha	9	10Ka	10Kha	10Ga	10Gha
523	Homestead land		--	99	0-6-8-5	--	08		
(1) One dag only									
Total dag			Total area of land						



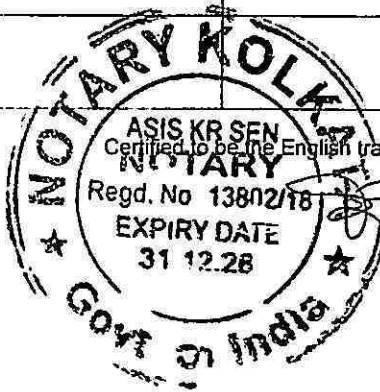
Sd/- illegible  
18.7.96

- 46 -

Khatian no. Land under Khas possession in this Right

Dag No	Class of Land	Remarks	Total area of Dag		Share of this right in the Dag	Area of land in the share of this right out of the Dag.			
			A.	Dec.		A	Dec.	Hec	Aire
5	6	7	8ka	8Kha	9	10Ka	10Kha	10Ga	10Gha
Total Dag			Total area of land						
Total dag in the previous page		Total area of the land in the previous page							
Grand total of the dag		Grand total of area of land							

P<sub>2</sub>  
Q



*[Signature]*  
10/09/25

**R Islam**  
Rtd. Senior Interpreting Officer  
O.S. High Court, Calcutta