



Filed by
Advocate

BEFORE THE NATIONAL GREEN TRIBUNAL

EASTERN ZONE BENCH, KOLKATA

I. A. No. 09 of 2025 ²⁰²⁶

O. A. No. 33 of 2024

IN THE MATTER OF :

SYAMA PRASAD MOOKERJEE PORT, KOLKATA
(SMPK),



... Applicant

Versus

SUBHAS DUTTA & ORS.

..... Original Applicant/Respondents

AN APPLICATION FOR IMPLEADING AS PARTY
RESPONDENT IN THE ORIGINAL APPLICATION ON
BEHALF OF APPLICANT

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26 NOV 2025

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SNEHASIS SEN

ADVOCATE



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

I. A. No. of 2022

O.A. No. 33 of 2024

**Syama Prasad Mookerjee Port, Kolkata
(SMPK), having its office at 15, Strand
Road, Kolkata – 700001.**

...Applicant

-Versus-

Subhas Dutta

... Original Applicant/Respondent

-Versus-

1. The State of West Bengal
2. National Mission for Clean Ganga
Authority
3. Central Pollution Control Board
4. Department of Environment
5. The Department of Urban Development
and Municipal Affairs



Satyajit Singh

एस. सिन्हा / S. SINHA
भूखण्ड प्रबंधक (प्रभारी) / Estate Manager (I/C)
श्यामाप्रसाद मुखर्जी भवन न्यास, कोलकाता
Syama Prasad Mookerjee Port, Kolkata

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6. West Bengal Pollution Control Board

7. Kolkata Municipal Corporation

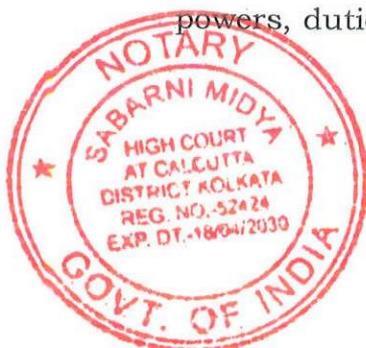
8. Howrah Municipal Corporation

... Respondents

**AN APPLICATION FOR IMPLEADING AS PARTY RESPONDENT IN
THE ORIGINAL APPLICATION ON BEHALF OF APPLICANT.**

MOST RESPECTFULLY SHEWETH:

1. Your applicant, i.e. Syama Prasad Mookerjee Port, Kolkata (hereinafter referred to as "SMPK" for the sake of brevity), is a statutory authority and a body corporate having perpetual succession having a common seal, constituted and functioning under the provisions of the Major Port Authorities Act, 2021, being the successor entity of the erstwhile Kolkata Port Trust, which was originally established under the Major Port Trusts Act, 1963, and continues to operate as a Major Port under the direct administrative control of the Ministry of Ports, Shipping and Waterways, Government of India.
2. Your applicant humbly states that by virtue of the aforesaid enactments, together with the Rules, Regulations and Notifications framed thereunder, it is vested with statutory powers, duties and responsibilities relating to administration,



Satyabrata Sinha

एस. सिन्हा / S. SINHA
भूस्वामि प्रबंधक (प्रभारी) / Estate Manager (I/C)
श्यामाप्रसाद मुखर्जी पत्तन न्यास, कोलकाता
Syama Prasad Mookerjee Port, Kolkata

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control, management, regulation, planning, maintenance and development of port operations, port lands and public premises under its jurisdiction, including extensive stretches of foreshore areas and riverine lands on both banks of the River Hooghly.

3. Your applicant further states that it discharges sovereign and public functions of vital national importance and is legally mandated to protect, preserve and regulate its public premises and associated riverine environment, to ensure safety of navigation, environmental compliance, and lawful utilization of port lands, and is accordingly competent and entitled to maintain the present proceedings for enforcement of its statutory rights, protection of its property, and for securing directions from this Hon'ble Tribunal in relation to matters arising out of encroachments, pollution, unauthorized activities and environmental hazards within its legally demarcated jurisdiction.

4. Your applicant humbly submitted that SMPK was not impleaded as a party in O.A. No. 33 of 2024; however, certain allegations and submissions appear to refer to lands and areas under SMPK's jurisdiction, particularly concerning alleged pollution, cattle sheds, open waste discharge, sanitation failures and other environmental infractions. Therefore, in order to place the correct factual position before



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 श्यामाप्रसाद मुखर्जी पत्तन न्यास, कोलकाता
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this Hon'ble Tribunal, SMPK seeks to be added as a respondent party.

5. Your applicant humbly states that SMPK has consistently maintained its premises in accordance with law and has never granted permission to any person, tenant, association or encroacher to conduct activities causing pollution or ecological degradation, including sewage outflow, cattle waste discharge, or burning of materials along the riverfront.
6. Your applicant humbly submits before this Hon'ble Tribunal that wherever any such illegal or unauthorized occupation has been discovered, SMPK has taken immediate action within its statutory powers and repeatedly sought assistance from regulatory and enforcement agencies, including the Howrah Police, Kolkata Police, Kolkata Municipal Corporation (KMC), and West Bengal Pollution Control Board (WBPCB).
7. Your applicant humbly states that Mullick Ghat Flower Market is one of the largest and oldest traditional flower markets in Asia, where approximately 2000 vendors operate on daily basis. Moreover, an area measuring approximately 3400 sq. m. was allotted by SMPK to the Department of Food Processing Industries & Horticulture, Government of West Bengal, with effect from 16.06.2002 for the purpose of market management.



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8. Your applicant humbly states that as per the terms of allotment, the State Government was to provide civic amenities such as sanitation, water supply, electricity, waste disposal, fire safety, basic environmental safeguards and market management. However, over the years, the lessee i.e. Department of Food Processing Industries & Horticulture, Government of West Bengal defaulted in payment of rental dues amounting to approximately Rs. 15,82,82,044.00 (Rupees Fifteen Crore Eighty Two Lakhs Eighty Two Thousands and Forty Four only) as on 01.01.2014 and continued to sub-let spaces within the market to various vendors, while failing to discharge civic obligations on ground. A copy of the Statement of Accounts generated on 24.11.2025 is attached hereto and marked as Annexure "B".
9. Your applicant further states that SMPK issued repeated letters dated 10.08.2020 and 04.08.2025 informing the Government of West Bengal about the unpaid dues as well as deteriorating environmental conditions, including absence of safety systems, poor waste management, fire hazards and sewage discharge concerns. The said letters are collectively annexed herewith and marked as Annexure-"C".



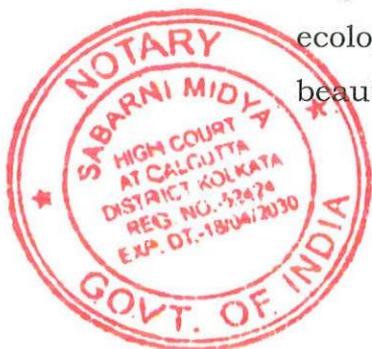
Satyabrata Sinha

पू. सिन्हा / S. SINHA
 स्यामप्रसाद मूकरजी (प्रवासी) / Estate Manager (I/C)
 स्यामप्रसाद मूकरजी पोर्ट, कोलकाता
 Syame Prasad Mookerjee Port, Kolkata

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10. Your applicant humbly submits that despite several defaults by the Government of West Bengal & the Management Committee of the Howrah Flower Market, SMPK continued to initiate corrective action from its own end wherever issues were noticed affecting river health or public use of the Ghats.
11. Your applicant humbly states that SMPK has undertaken large-scale riverfront redevelopment projects through collaborations with leading corporate bodies under Corporate Social Responsibility (CSR) initiatives. SMPK has entered into formal MoUs with various Corporate bodies for modernization of riverfront ghats including Kumartuli Ghat with Adani Ports & SEZ, Nimtala Ghat with PS Group, Surinam and Mayer Ghat with GRSE, Chotelal Ghat with IHCL and Daighat Ghat with TNS Logi-Park Pvt. Ltd. The said MoUs are collectively annexed herewith and marked as Annexure- "D".
12. Your applicant further states that these ghats were historically maintained by Kolkata Municipal Corporation (KMC), which continues to remain responsible for sanitation, garbage disposal, road access, lighting, drainage and similar civic responsibilities.
13. Your applicant humbly states that the aim of the efforts is not only to improve physical infrastructure, but also to reduce ecological pressure on the Hooghly along with the beautification of the heritage waterfront and involve



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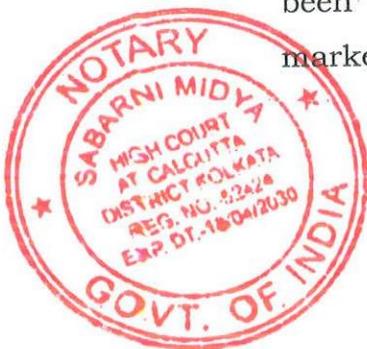
ए. सिन्हा / S. SINHA
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Shriam Prasad Mukherjee Pari, Kolkata

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stakeholders through community workshops and awareness drives.

14. Your applicant humbly submits that the allegations of cattle sheds, waste discharge and environmental pollution raised by municipal authorities were acted upon immediately by SMPK. Upon receipt of complaints dated 30.04.2024, physical inspections were conducted, and responses were issued detailing factual findings, including the absence of cattle sheds in certain locations such as Chintamani Dey Bathing Ghat. The complaint copy is annexed and marked as Annexure-"E".
15. Your applicant humbly states that further inspections in July 2024 revealed unauthorized cattle sheds, soil washing operations, furnaces and related waste accumulation in the Shalimar and Ramkrishnapur Ghat areas. Furthermore, these activities were being carried out by trespassers and not by any tenant or authorized occupier of SMPK. The Physical inspection report is annexed and marked as Annexure-"F".
16. Your applicant humbly states that SMPK has repeatedly sought assistance from Howrah Police and other authorities for eviction of encroachers through letters dated 15.02.2022, 15.01.2024, 22.02.2024 and 01.08.2024, yet little action has been taken. The said letters are collectively annexed and marked as Annexure-"G".

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श्यामप्रसाद मुखर्जी पत्तन ग्यास, कोलकाता
Syama Prasad Mookerjee Port, Kolkata

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[Signature]
Advocate

17. Your applicant humbly submits that SMPK has actively implemented measures to comply with this Hon'ble Tribunal's orders, including the direction to establish "No Plastic Zones" within 100 meters of the ghats. Subsequently, acting jointly with KMC and Kolkata Police, inspections were carried out on 02.09.2025 and decisions were taken including installation of awareness hoardings, enforcement action against violators, imposition of fines, daily cleaning drives and plastic and waste removal operations. A copy of the email correspondence in connection with the joint inspection and photographs are annexed hereto and collectively marked as Annexure- "H".
18. It is therefore prayed that the Hon'ble Tribunal may be graciously pleased to allow the applicant to be added as party respondent in the said Original Application and to contest the same and place the submissions as the applicant is entitled to otherwise the applicant shall suffer irreparable loss and injury and prejudice.
19. It is therefore prayed that your Honour may be graciously pleased to allow your Applicants to be added as party defendants in the above suit and to contest the same and place the submissions as your Applicants are entitled to and to pass such other order or orders as Your Honour may deem fit and proper.

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 Advocate

20. It is submitted that in addition to an opportunity to defend against allegations insofar as they have been raised against the applicant, the said applicant is a necessary party to the instant lis and as such, the applicant's inclusion and/or participation in the instant original application would be in aid of a fit and proper adjudication of the dispute which has arisen here.

21. The application is made bona fide and made for the ends of justice.

In the aforesaid facts and circumstances, the applicant humbly prays that the Hon'ble Tribunal may graciously be pleased to pass the following orders:

- a) An order for impleading the applicant, i.e. Syama Prasad Mookerjee Port, Kolkata as party respondent in the Original Application;
- b) A copy of the Original Application being O.A. No. 40



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 Syama Prasad Mookerjee Port, Kolkata

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of 2024 be served upon the applicant.

- c) Pass any further order or orders, direction or directions made there under;

And your applicant as in duty bound shall ever pray.



Satyajit Sinha

एस. सिन्हा / S. SINHA
भूतगणदा प्रबंधक (प्रभारी) / Estate Manager (I/C)
श्यामप्रसाद मुखर्जी पोस्ट ग्राहक, कोलकाता
Syama Prasad Mookerjee Post, Kolkata

✕



VERIFICATION

I, Satyabrata Sinha, son of Kula Chandra Sinha, aged about 57 years, by faith-Hindu, by occupation- service, working for gain as Estate Manager (I/C) under Estate Division of Syama Prasad Mookerjee Port Kolkata commonly known as Kolkata Port Trust, having its office at 15, Strand Road, Kolkata - 700 001 and also at 6, Fairlie Place, 2nd Floor, Kolkata-700 001 do hereby verify that the contents of paragraphs no. 1 to 18 of the instant application are true to my knowledge as derived from the record and the rests are my respectful submissions before this Learned Tribunal.

Satyabrata Sinha
DEPONENT

Duly verified by me

Snehasmita Sen.
WB/1223/2012
Advocate

Place: Kolkata

Date: November, 2025

X

Serial No. 26



AFFIDAVIT

I, Satyabrata Sinha, son of Kula Chandra Sinha, aged about 57 years, by faith-Hindu, by occupation- service, working for gain as Estate Manager (I/C) under Estate Division of Syama Prasad Mookerjee Port Kolkata commonly known as Kolkata Port Trust, having its office at 15, Strand Road, Kolkata – 700 001 and also at 6, Fairlie Place, 2nd Floor, Kolkata-700 001 do hereby solemnly affirm and say as follows: -

1. I am the Estate Manager (I/C) under Estate Division of Syama Prasad Mookerjee Port Kolkata and the Authorized representative of the Applicant in the instant Original Application and am fully acquainted with the facts and circumstances of the present case. I am competent to make and affirm this affidavit on behalf of the Applicant accordingly I depose thereto.
2. The statements made in paragraphs 1 to 18 are true to my knowledge as derived from the record which I verily believe to be true and correct and the rests are my respectful submissions before this Hon'ble Tribunal.

Satyabrata Sinha

DEPONENT

Identified by me

Prepared in my office

Sheelashri Sen.

WB/1223/2012

Advocate

Sheelashri Sen.

Advocate *WB/1223/2012*

Solemnly Affirmed & Declared
before me on identification

Sabarni Midya
Sabarni Midya, Notary
Reg. No.-52424 Govt. of India
High Court at Calcutta

26 NOV 2025

ANNEXURE-"A"

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PR

KOLKATA PORT TRUST

Wharves & Sale Office
Lybian Warehouse Bldg.
(Ground Floor)

irV»T#jf/%iS/G-51/w/Plower Market.

Dated, 21st. June, 2002.

J

» K. BBtL

fhe^Lnndtoanager,

• EGO. tip/.Sf
• N ^ p & j f

Sub: Handing over of permissive possession of the Mullickghat Flower Market to Govt* of W.B., Dept. of Food-Processing Industries & Horticulture on 20.6.2002.

CALCUTTA PORT TRUST
FA & CAO'S OFFICE
REGD. NO. 32-77
DATE 25/6/2002

Your letter No. Ind. 5099 dt. 18.6.2002 addressed to the Principal Secretary to the Govt, of W.B. and Copy endorsed to this office.

As you are aware, the permissive possession of Mullickghat Flower Market was handed over to the Govt* of W*B*Dept* of Foodprocessing Industries & Horticulture on as is where is basis on 20»6*2002 as per revised schedule laid down by you*

2. Particulars of outstanding licence fee recoverable from the vendors as on 20,6*02 will be forwarded to you shortly for recovering the same from the Govt* of West Bengal*

3* A copy of the agreement with the W*B*Govt# containing terms and conditions of handing over of Flower Market may please be sent to this office for record*

Handwritten signature/initials

(S. K. Monaal)
Superintendent,
Wharves & Sale*

off) | ^ (Sf&»Jfc. Secretary/F.A. & C.A.O./C.M.O./CE/CMB for information.

c.c* TM for information along with a copy of liM's letter under reference*

Endi One

c#c* Inspector, IVW (N) for information and necessary action*



(35)

~~13/5/02~~

82

Lnd.5059

The Principal Secretary to the
Government of West Bengal,
Department of Food Processing Industries &
Horticulture,
Mayukh Bhavan, (Top Floor),
Bidhannagar,
Kolkata - 700 091

13/5/02

15087

Sir,

Sub: Proposal for handing over the
Flower Market at Mullickghat.

This has reference to your letter no.605/FPI & H/25(H)-13/99 dated 06.09-2001 and the meeting convened by Chief Secretary to the Govt. of West Bengal on 27-11-2001 on the above subject. It has been decided that the Flower Market of KoPT at Mullickghat msg. about 3400 sq.m may be handed over to the Government of West Bengal on "as is where is" basis for the purpose of management of the market at a token consideration money of Re.1/- subject to sanction of the Central Government, on the following terms and conditions as well as any other terms which might be imposed by the Central Government while granting sanction to the said proposal.

- i) In case the Government of West Bengal runs the Flower market as a commercial project, 50% of the profit derived from the flower market is to be transferred to the KoPT by the Government of West Bengal. In this connection, Government of West Bengal will have to submit the audited income and expenditure account of the flower market every year to the Kolkata Port Trust's FA:CAO for security.
- ii) In case the land is required for the purpose of Port or Public or any national interest the land would be taken over by KoPT by issuing one month's notice in writing without payment of any compensation whatsoever.
- iii) The Government of West Bengal shall remain liable for maintaining the flower market and providing for all necessary facilities and civic amenities like water, electricity, toilets, etc. which are required for running the flower market at their own cost and arrangement. The Government shall also be responsible for maintenance of sanitation and all conservancy work at the aforesaid premises.



...2/-

- 2 -

iv) KoPT will not bear any cost whatsoever on the flower market in future.

v) Structures, if any, should be erected at the premises only with prior approval in writing from the Trustees. Plans for such construction in quadruplicate may be drawn up as per CMC's specification and should be submitted to KoPT for examination and approval. The Trustees, however, reserve the right to refuse approval of any plan without assigning any reason therefor. The construction may be made in consultation with and to the entire satisfaction of Kolkata Port Trust's Chief Engineer.

vi) The Government will have to allow at all times free access to the representatives of KoPT in the said market area without any obstacle/hindrance for the purpose of inspection or otherwise.

2. You are requested to kindly communicate your acceptance to the aforesaid terms and conditions so that arrangement for handing over permissive possession of the market can be made by KoPT.

Yours faithfully,

(S.C. Pahari)
Land Manager

Copy to Traffic Manager/Superintendent Jetties &
Wharves/Chief Engineer/Officer-on-Special duty/FA&CAO for
information and necessary action.

15088

15089

S.C. Pahari
13.5.02
Land Manager



ANNEXURE - "B"

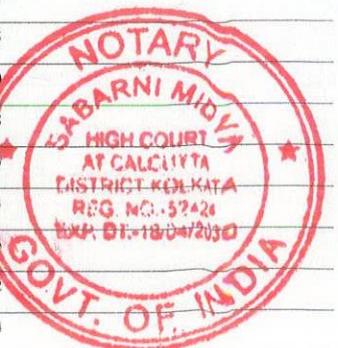
SYAMA PRASAD MOOKERJEE PORT, KOLKATA - Estate Division

Outstanding Principal and Interest Details - As on 24-11-2025

Report Run On 24 Nov 2025 13:52

Tenant Code 2597 THE MANAGING DIRECTOR W B F P & H D CORP.LTD.

Plate Code	SB/00001804	SB598	Closed	dated on	Closed for nonpayment of last five years							
Bill No.	Bill Date	Rent Amt.	Gross Amt.	R/C	Rebate	Due Date	Paid Date	Paid Amt	Rebate Allowed	No of Days @ Intt Rate	Accruedd Intt.	Intt. Revd.
2010/07/2573 [2010/07/2573]	30-06-2010	5958053	7831092	R	0	15-07-2010	16-06-2010	7831092	0		0	0
2010/08/2672 [2010/08/2672]	31-07-2010	4906992.89	6406079	C	0	16-08-2010	16-06-2010	6708	0	233@18 4219@14.25 1126@14	10754367	0
2010/09/2657 [2010/09/2657]	31-08-2010	875132.49	1142485	C	0	15-09-2010			0	203@18 4219@14.25 1126@14	1907040	
2010/10/4934 [2010/10/4934]	30-09-2010	875132.49	1142485	C	0	18-10-2010			0	170@18 4219@14.25 1126@14	1892798	
2010/11/2674 [2010/11/2674]	31-10-2010	875132.49	1142485	C	0	15-11-2010			0	142@18 4219@14.25 1126@14	1880714	
2010/12/2659 [2010/12/2659]	30-11-2010	875132.49	1142485	C	0	15-12-2010			0	112@18 4219@14.25 1126@14	1867767	
2011/01/2648 [2011/01/2648]	31-12-2010	875132.49	1142485	C	0	17-01-2011			0	79@18 4219@14.25 1126@14	1853525	
2011/02/2917 [2011/02/2917]	31-01-2011	875132.49	1142485	C	0	15-02-2011			0	50@18 4219@14.25 1126@14	1841009	
2011/03/2651 [2011/03/2651]	28-02-2011	902230.38	1177861	C	0	15-03-2011			0	22@18 4219@14.25 1126@14	1885556	
2011/04/2646 [2011/04/2646]	31-03-2011	919764.31	1200753	C	0	18-04-2011			0	4208@14.25 1126@14	1908272	
2011/05/3509 [2011/05/3509]	30-04-2011	919764.32	1200753	C	0	16-05-2011			0	4180@14.25 1126@14	1898217	
2011/06/2790 [2011/06/2790]	31-05-2011	919764.31	1200753	C	0	15-06-2011			0	4150@14.25 1126@14	1887445	
2011/07/2658 [2011/07/2658]	30-06-2011	919764.32	1200753	C	0	15-07-2011			0	4120@14.25 1126@14	1876672	
2011/08/0015 [2011/08/0015]	01-08-2011	919764.31	1200753	C	0	16-08-2011			0	4088@14.25 1126@14	1865181	
2011/09/0838 [2011/09/0838]	01-09-2011	919764.31	1200753	C	0	15-09-2011			0	4058@14.25 1126@14	1854409	
2011/10/2236 [2011/10/2236]	01-10-2011	919764.32	1200753	C	0	17-10-2011			0	4026@14.25 1126@14	1842918	
2011/11/2248 [2011/11/2248]	01-11-2011	919764.31	1200753	C	0	15-11-2011			0	3997@14.25 1126@14	1832504	
2011/12/2265 [2011/12/2265]	01-12-2011	919764.32	1200753	C	0	15-12-2011			0	3967@14.25 1126@14	1821732	
2012/01/1787 [2012/01/1787]	01-01-2012	919764.31	1200753	C	0	16-01-2012			0	3935@14.25 1126@14	1810241	
2012/02/2788 [2012/02/2788]	01-02-2012	919764.31	1200753	C	0	15-02-2012			0	3905@14.25 1126@14	1799468	
2012/03/2230 [2012/03/2230]	01-03-2012	931182.06	1215657	C	0	15-03-2012			0	3876@14.25 1126@14	1811264	
2012/04/0845 [2012/04/0845]	01-04-2012	938159.57	1224767	C	0	16-04-2012			0	3844@14.25 1126@14	1813115	
2012/05/4883 [2012/05/4883]	01-05-2012	938159.57	1244094	C	0	15-05-2012			0	3815@14.25 1126@14	1802494	
2012/06/2333 [2012/06/2333]	01-06-2012	938159.57	1244094	C	0	15-06-2012			0	3784@14.25 1126@14	1791139	
2012/07/2272 [2012/07/2272]	01-07-2012	2814478.7	3732280	C	0	16-07-2012			0	3753@14.25 1126@14	5339355	
2012/08/0864 [2012/08/0864]	01-08-2012	2814478.7	3732280	C	0	16-08-2012			0	3722@14.25 1126@14	5305292	
2012/09/0856 [2012/09/0856]	01-09-2012	2814478.7	3732280	C	0	17-09-2012			0	3690@14.25 1126@14	5270131	
2012/10/3531 [2012/10/3531]	02-10-2012	938159.57	1244094	C	0	19-11-2012			0	3627@14.25 1126@14	1733635	
2012/11/2245 [2012/11/2245]	01-11-2012	938159.57	1244094	C	0	19-11-2012			0	3627@14.25 1126@14	1733635	
2012/12/0863 [2012/12/0863]	01-12-2012	938159.57	1244094	C	0	17-12-2012			0	3599@14.25 1126@14	1723380	
2013/01/2179 [2013/01/2179]	01-01-2013	938159.57	1244094	C	0	15-01-2013			0	3570@14.25 1126@14	1712588	
2013/02/2494 [2013/02/2494]	01-02-2013	938159.57	1244094	C	0	18-02-2013			0	3536@14.25 1126@14	1700405	
2013/03/2195 [2013/03/2195]	01-03-2013	949551.52	1259200	C	0	15-03-2013			0	3511@14.25 1126@14	1711984	
2013/04/2456 [2013/04/2456]	01-04-2013	956922.79	1268976	C	0	16-04-2013			0	3479@14.25 1126@14	1713076	
2013/05/2239 [2013/05/2239]	01-05-2013	956922.79	1268976	C	0	15-05-2013			0	3450@14.25 1126@14	1702182	
2013/06/2428 [2013/06/2428]	01-06-2013	956922.79	1268976	C	0	17-06-2013			0	3417@14.25 1126@14	1689854	



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SYAMA PRASAD MOOKERJEE PORT, KOLKATA - Estate Division

Outstanding Principal and Interest Details - As on 24-11-2025

Report Run On 24 Nov 2025 13:52

Tenant Code 2597 THE MANAGING DIRECTOR W B F P & H D CORP.LTD.

Plate Code	SB/000001804	SB598	Closed		dated on		Closed for nonpayment of last five years					
Bill No.	Bill Date	Rent Amt.	Gross Amt.	R/C	Rebate	Due Date	Paid Date	Paid Amt	Rebate Allowed	No of Days @ Intt Rate	Accrued Intt.	Intt. Revd.
2013/07/0935 [2013/07/0935]	01-07-2013	956922.79	1268976	C	0	15-07-2013			0	3389@14.25 1126@14	1679393	
2013/08/0862 [2013/08/0862]	01-08-2013	956922.79	1268976	C	0	16-08-2013			0	3357@14.25 1126@14	1667438	
2013/09/2246 [2013/09/2246]	01-09-2013	956922.79	1268976	C	0	16-09-2013			0	3326@14.25 1126@14	1655857	
2013/10/2271 [2013/10/2271]	01-10-2013	956922.79	1268976	C	0	15-10-2013			0	3297@14.25 1126@14	1645022	
2013/11/1158 [2013/11/1158]	01-11-2013	956922.79	1268976	C	0	15-11-2013			0	3266@14.25 1126@14	1633441	
2013/12/0884 [2013/12/0884]	01-12-2013	956922.79	1268976	C	0	16-12-2013			0	3235@14.25 1126@14	1621860	
2014/01/2256 [2014/01/2256]	01-01-2014	956922.79	1268976	C	0	15-01-2014			0	3205@14.25 1126@14	1610652	
Total Rent (R +C)	Total Gross (R +C)	Total Rebate				Total Paid Amt (R+C)	Tot Rebate Allowed			Total Accrued Intt (R +C)		Total Intt Revd.
54534152.80	71773107.00	0.00				7837800.00	0.00			94346737.00		0.00
	Total O/S Gross(R+C)		Total O/S Intt.(R+C)			Total O/S Amt(R+C)						
	63935307.00		94346737.00			158282044.00						

Credit Note Details :

CRN No.	CRN Date	Bill Amount	Tax on Land	Tax on Structure	CGST	SGST	Gross Amt	Remarks
Total :								
Credit Note Raides Amt:	0			Un Approved:	0			
Approved by Finance:	0			Adjusted Amt:	0		Un Adjusted Amt:	0

Note : Calculation as per SoP dated 12.07.2024 implemented and charged phase wise starting September 2024 onwards.

Note : Compensation Charges @ 2 X SOR not included in the above outstanding figures. All Compensation related charges will be intimated separately. Compensation charges @ 2XSoR upto March,2024 has not been included in the above outstanding figures. All compensation related charges upto March,2024 will be intimated separately.



ANNEXURE - "C"

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SYAMA PRASAD MOOKERJEE PORT AUTHORITY, KOLKATA
(Formerly Kolkata Port Trust)
General Administration Department
Estate Division
2nd floor, 6-Fairlie Place Warehouse, Kolkata-700 001

Regd. No. B/520/08/25
कोलकाता पोर्ट ट्रस्ट
KOLKATA PORT TRUST
मुख्य अभियंता विभाग
Chief Engineer's Dept
04 AUG 2025

Lnd.5059/ V (25/2766)

The Principal Secretary to the Govt. of West Bengal,
Department of Food Processing Industries & Horticulture,
Mayukh Bhawan (Top Floor),
Bidhannagar, Kolkata-700 091.

Sir,

Sub: Unauthorised construction, non-environment friendly activities in
Flower Market at Mullick ghat, Kolkata.
Ref: This office letter No. Lnd 5059/08/3710/A dated 07/01/2008

This is to inform you that inspite of this office request nothing has been received regarding your acceptance of offer from your department so far though possession of the subject land was taken over on 20.06.2002 by your officer from SMP Authority.

It is observed that the said flower market is totally miss-managed with huge numbers of unauthorised construction, encroachment of adjacent land without maintaining safe access and exit route, fire prevention system etc. Daily market garbage are also found dumped on the bank of Holly River Hooghly, resulting water pollution. A drawing showing unauthorised construction is attached. It is also requested to take necessary action for removal of said encroachment and construction

2. In this context, it may please also be noted that **no document** regarding surplus/profit in this market account has yet been received from your end to enable us to ascertain the position in regard to sharing of profit, as stipulated in the letter of allotment.

4. It is therefore, requested that the requisite documents, like, audited income and expenditure account, etc. of the Flower Market from the year 2002 onwards may please be sent to enable us to assess the position with regard to sharing of 50% of surplus/profit of the Flower Market with Kolkata Port Trust.

5. An early action in the matter will be much appreciated. please.

Encl. As stated

Yours faithfaly,

(A K Gop)

Executive Engineer.

Foe estate Manager

Copy to Managing Director, Department of Food Processing Industries & Horticulture, Mayukh Bhawan (Top Floor), Bidhannagar, Kolkata-700 091 for kind information.

Copy to Estate Manager for kind information

CE/OSD (E)
May kindly see this
such a letter as being
issued by EE to
Principal Secretary
5/8/25



Executive Engineer.

Foe estate Manager

9/c
-22-

KOLKATA PORT TRUST

General Administration Department,
Estate Division.

No. Lnd. 5059/V/20/1566

17.0 AUG 2020

To,
The Principal Secretary to the
Government of West Bengal,
Department of Food Processing Industries
& Horticulture,
Mayukh Bhawan (Top Floor),
Bidhan Nagar,
Kolkata - 700 091.

07188

Dear Sir,

Sub: Liquidation of outstanding compensation and accrued interest in respect of land msg. about 1665 sq. mtrs. in front of 'A' Shed, Jagannath Ghat.

This has reference to your letter No. 107 FPI&H/2S(H)/2/08/2S(H)-13/09 dated 29-01-2015 and this office letters dated 11-03-2015, 04-09-2015, 22-04-2016 & 08-07-2016. It has already been informed to you that your request for waiver of compensation along with accrued interest in respect of occupation of land msg. about 1665 sq. mtrs. in front of 'A' Shed Jagannath Ghat (under Plate No. SB598) cannot be accorded to.

You are, therefore requested to kindly arrange to remit a sum of Rs. 6,39,35,307/- being the compensation upto 31-12-2013 and a sum of Rs. 5,74,83,030.14 on account of accrued interest on the above dues as calculated upto 09-07-2020, in respect of abovementioned occupation to this office immediately. Please note that the interest will keep accruing till liquidation of the dues.

Thanking you,

Yours faithfully,

S. Atha 31/7/20
(S. Atha)

Ex. Engineer
for Estate Manager (R&D)



'D'

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ANNEXURE - 'D'



सत्यमेव जयते

Ministry of Ports, Shipping and Waterways
Government of India



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered on 18th of July 2025 at SMPK Head Office in 15, Strand Road, Kolkata-700001 as part of the Swachhata Initiatives of Syama Prasad Mookerjee Port Kolkata.

BETWEEN

SYAMA PRASAD MOOKERJEE PORT, Kolkata, an autonomous body, constituted under Major Port Authorities Act, 2021, having its office at 15, Strand Road, Kolkata – 700 001 hereinafter called "PORT"

AND

TNS LOGI-PARK PRIVATE LIMITED, (CIN-U60231WB2013PTC197166) (PAN AAECT8039P) a company incorporated under the Companies Act, 1956 having its registered office at 98, Garden Reach Road, Kolkata – 700023, represented by its Authorized Signatory Mr. Raghvendra Pratap Singh, hereinafter called the "Party".

The Party has expressed interest to undertake the Redevelopment (including permitted construction, if any), beautification, landscaping and maintenance of **Daighat Ghat**, at Kolkata riverfront under their CSR project for improvement of the aesthetic and functionality of the said Ghat.

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BACKGROUND

Brief Detail of Port:

Kolkata port is the earliest major port in the country. The city of Kolkata, has a synergistic linkage with the port. The Kolkata Port was initially conceived to promote and protect the British colonial interest. The affairs of the Port were brought under the administrative control of the Government with the appointment of a Port Commission in 1870. Kolkata Port is the only riverine Major Port in India, situated 232 kms. up-stream from the Sandheads, having arguably the longest navigational channel amongst Major Ports of India and its navigational channel is one of the longest in the world. Despite its being 126 miles away from the sea, Kolkata is, by far, the best choice for eastern gateway to this continental-country. Kolkata Port remains one of the pioneering and most promising ports of India. It commands a vast hinterland that comprises almost half of the Indian states (whole of the eastern and north-eastern regions) and the two neighbouring countries – the Himalayan Kingdoms of Nepal and Bhutan. It has two dock systems – Kolkata Dock System at Kolkata with the oil wharves at Budge Budge and Haldia Dock Complex at Haldia.

Brief Details of the Party:

TNS LOGI-PARK PRIVATE LIMITED, a company incorporated under the Companies Act, 1956, having its registered office at 98, Garden Reach Road, Kolkata-700023, hereinafter referred to as the "Party," is a group concern of TNS Group who are engaged in the business of operating and managing freight terminals in India and abroad, developing and operating container depots, parking yards, freight truck terminals and warehouses for EXIM and Domestic Cargo. TNS Logi-Park Private Limited also owns and operates strategic assets to align with its goal of providing end to end logistics solutions including but not limited to container and cargo handling, surface transportation including first mile and last mile connectivity and port-based infrastructure with added focus on health, safety and environmental standards in all areas of its operations.

Association with Port:

TNS Logi-Park Private Limited is a group concern of M/s. TN Singh who have been associated with Syama Prasad Mookerjee Port, Kolkata for more than five decades and have worked actively to facilitate logistics in and around Kolkata Port. TNS Logi-Park Private Limited is directly and indirectly involved in operating and managing Logistics Yard of more than 5 lakhs



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squared feet in Kolkata Port area varying across segments of freight terminals, warehouses, container parks including promoting connectivity of Kolkata Port for Indo-Nepal trade whereby the group also operates multiple terminals in Nepal connected to the Port.

Reasons for Partnership:

Port in observance and fulfillment of objectives set forth under Namami Gange Programme of the Union Government and in pursuance of Swachhta Initiatives, desires to re-develop/renovate and beautify the Ghats, as a part of overall riverfront development. To start with, it has identified some Ghats which require urgent attention for varying reasons.

On the Other hand, the "Party" has approached "Port" as a part of their CSR Initiatives for some effective and meaningful role, contribution and association for development of riverfront Ghats to serve the interest of Citizens of Kolkata.

PURPOSE

Re-development (including permitted construction, if any)/Renovation, beautification and maintenance of Daighat Ghat, at Kolkata.

The structural design and drawings of Bank protection work of the Ghat as submitted by the Party to be vetted by the Port and thereafter executed by the Party.

The Port shall provide free access to the Party, or any person nominated by the Party.

OBJECTIVES

The party agrees to work to the satisfaction of SMPK for the schedule of Property as enclosed.

The party shall work together in a cooperative and coordinated effort so as to bring about the achievement and fulfillment of the purpose of the MOU. After completion of re-development/renovation and beautification of the Ghat, acknowledgement of ownership and assistance of SMPK should be appropriately displayed at conspicuous and convenient location of Ghat. It is also necessary to stipulate that all the required statutory clearances should be obtained by the Port from competent authority(ies), all the necessary clearances will be provided by SMPK.

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It is imperative that the acknowledgment of the beautification and maintenance efforts remains prominently attributed to M/s. TNS Logi-Park Pvt. Ltd. This acknowledgment should be displayed through visible signage, which will be designed, prepared, and installed by the Party at the earmarked places of the Ghat in 2 or 3 places till the validity period of this MOU.

TERM/VALIDITY

The party will undertake the work as per requirement at agreed terms & conditions free of cost for SMPK. This MOU would not mean allotment of space by any means and no rights on such space would accrue to the party. Only designated purpose of redevelopment/renovation and beautification of ghat area is permitted.

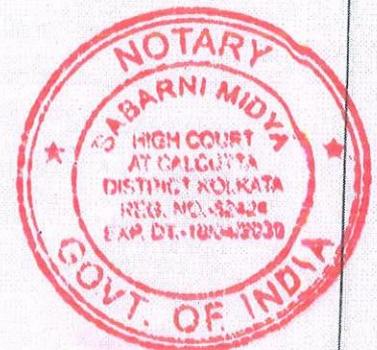
This memorandum shall commence on 18th July 2025 and will continue until five years from the date of commencement of work.

On expiry of the validity of MOU and in case the same is not renewed by SMPK or the party wishes to exit the MOU, the developed area with all functionalities would automatically come in the custody of SMPK on giving seven days' Notice and no compensation would be paid to the party by SMPK. SMPK reserves the right to terminate the MOU on giving seven days' notice on specified ground (s) without payment of any compensation to the party.

This memorandum of understanding is made to facilitate the aforesaid project of Ghat development with the port in a time bound manner, subject to materializing of enabling factors. Both "Port" and the "Party" would enter into fresh agreement later with detailed terms and conditions to operationalize the above memorandum, in broad and general conformity to the terms envisaged in this memorandum.

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For and on behalf of

For and on Behalf of

Syama Prasad Mookerjee Port, Kolkata

M/s. TNS Logi-Park Pvt. Ltd.




(Authorised Signatory)

(Authorized Signatory)

Name : Shri. Santanu Mitra

Name : Shri. Raghvendra Pratap Singh

Designation : Chief Engineer

Designation : CEO

Department : Civil Engineering Department

Department : TNS Group

E-mail : ce@kolkataporttrust.gov.in

E-mail: rpsingh329@gmail.com/rp.singh@trslss.com

Witnesses:

Witnesses:

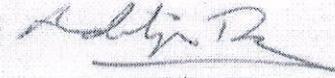
SMPK

M/s. TNS Logi-Park Pvt. Ltd.

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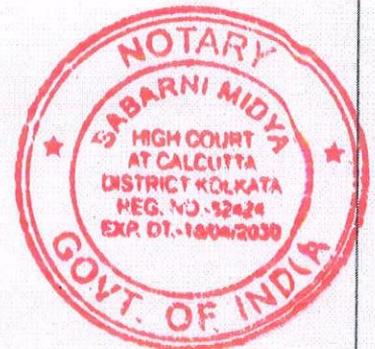


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Enclosure: Schedule of Property of Daighat ghat





सत्यमेव जयते

Ministry of Ports, Shipping and Waterways
Government of India



श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता
SYAMA PRASAD MOOKERJEE PORT, KOLKATA
Formerly Kolkata Port Trust

MEMORANDUM OF UNDERSTANDING

This memorandum of understanding ("MOU") is entered on 20 August, 2025 as part of the Swachhata Initiatives of Syama Prasad Mookerjee Port Kolkata

Between

Syama Prasad Mookerjee Port, Kolkata, an autonomous body, constituted under Major Port Authorities Act, 2021, having its office at 15, Strand Road, Kolkata-700 001, (hereinafter called "Port" which expression shall, unless repugnant to or inconsistent with its context, mean and include its representatives, administrators, assigns and nominees) of the First Part

And

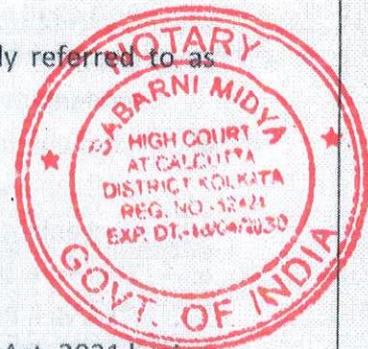
The Indian Hotels Company Limited, having its registered office at Mandlik House, Mandlik Road, Colaba, Mumbai 400001 (hereinafter referred as "IHCL" which expression, unless repugnant to the content or meaning thereof, shall include its successors and permitted assign) of the Second Part.

(Port and IHCL shall be individually referred to as the "Party" and jointly referred to as "Parties").

BACKGROUND:

Whereas,

- Port is an autonomous body constituted under Major Port Authorities Act, 2021 having the rights and authority to authorize, undertake and/or commission the Project (as defined hereunder) at the Ghat (as defined hereunder).
- IHCL is an Indian hospitality company that owns and/or operates more than 250 hotels in India and abroad.



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- C. Port in observance and fulfilment of objectives set forth under Namami Gange Programme of the Union Government and in pursuance to Swachhta Initiatives, desires to re-develop, renovate and beautify the Ghats, as a part of overall riverfront development. To start with, it has identified some Ghats which require urgent attention for varying reasons.
- D. IHCL has approached the Port for some effective and meaningful role, contribution and association for development of a riverfront ghat known as 'Chotelal ki Ghat' at Kolkata Riverfront ("Ghat") as a part of its CSR initiatives in its bid to serve the interest of citizens and tourists of Kolkata.
- E. In pursuance of the same, Port and IHCL are desirous of getting into an arrangement for redevelopment through restoration and conservation, beautification and landscaping of the Ghat ("Project") as per the mutually agreed terms and conditions contained hereinafter.

NOW THIS MOU WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS

1. SCOPE OF WORK/OBLIGATIONS OF THE PARTIES:

- a. The Port represents and warrants that it has the necessary rights, power, authorizations, approvals, etc. to directly or indirectly undertake the Project as provided in this MOU.
- b. The Parties shall work together in a cooperative and coordinated effort so as to bring about the redevelopment through restoration and conservation, beautification and landscaping of 'Chotelal ki Ghat' as per the terms of this MOU. The instant Ghat being listed as Grade -I Heritage site all necessary compliance in design and execution for undertaking redevelopment through restoration and conservation, beautification and landscaping should be done by IHCL.
- c. Port shall provide all the necessary licenses, approvals, NOCs, permissions that may be required from time to time from various bodies to duly and effectively undertake, implement and complete of the Project as per this MOU.
- d. After completion of re-development and renovation of the Ghat, the PORT shall display an acknowledgement of ownership and assistance of the Port at conspicuous and convenient location of the Ghat.
- e. The Port, or IHCL at the request and on behalf of the Port, may appoint a third party ("Service Provider") as may be identified by the Port in its sole discretion to carry out the redevelopment, beatification and landscaping obligations at the Ghat.
- f. IHCL shall merely fund the implementation of the Project by the Service Provider during the term of this MOU up to a maximum amount of Rs. 5 crores under its CSR initiatives ("CSR Funds").



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- g. The aforesaid CSR Funds shall be made available to the Port or the Service Provider, as the case may be, from time to time against valid invoices for the work undertaken at the Ghat under the Project.
- h. The Port acknowledges and agrees that IHCL shall not be responsible and liable for any acts or omissions on the part of the Service Provider or any other third party.
- i. The Port shall provide all reasonable assistance, certificates and documents as may be required by IHCL from time to time for the purpose of accounting for its CSR activities.
- j. IHCL shall have the right to display its or its affiliates name, logos, trademarks, etc. at the Ghat in a form that is mutually agreed by the Parties.

2. INDEMNITY

The Port shall indemnify and hold harmless IHCL, its directors, employees, staff and representatives (Indemnified Party/Parties) against all liabilities, costs, expenses, damages, actions, proceedings, penalties, fines, losses, costs (including reasonable attorney fees and all other reasonable professional costs and expenses) ("Losses") suffered or incurred by the indemnified Party/Parties arising out of or in connection with:

- a) any infringement or alleged infringement of Intellectual Property Rights; or
- b) any act or omission of the Port;
- c) breach of applicable laws on the part of the Port;
- d) breach of the terms and conditions of this MOU on the part of the Port;
- e) wilful misconduct or gross negligence on the part of the Port;
- f) fraud or misrepresentation on the part of the Port;
- g) any alleged or actual failure to obtain permissions, NOCs, licenses, approvals, etc. as may be necessary to duly and effectively undertake, implement and complete of the Project as per this MOU.

3. INTELLECTUAL PROPERTY RIGHTS

- 3.1 For the purposes of this clause, intellectual property rights shall include patents, utility models, rights to inventions, copyright and neighbouring and related rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent



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rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

- 3.2 Each Party shall retain all rights, title and interests in its Intellectual Property Rights. IHCL shall own and retain all rights, title and interests in all the content developed by it, and any material based incorporating or based on the same, under this MOU.
- 3.3 No interest whatsoever in the other Party's Intellectual Property Rights or that of its Group is granted by this MOU and use of any Intellectual Property Right permitted to one Party by the other Party subject to the express written consent of such other Party and shall be strictly in terms of this MOU and any violation of the same shall be construed as breach of this MOU.
- 3.4 Neither Party shall use the Intellectual Property of the other Party in any manner whatsoever without the prior written consent of the other Party.

4. CONFIDENTIAL INFORMATION

- 4.1 Each Party, its personnel, employees, representatives, agents, etc. may, during the period of this MoU, may have access to any information or tangible or intangible data of the other Parties, including but not limited to Parties' policies and operations which are of a confidential nature ("Confidential Information"). Upon expiry or termination of the MoU, all such documents or information shall be immediately returned to the respective Party. Any Party, its personnel, employees, representatives, agents, etc. shall not disclose such information/ data to any third party during the subsistence of this MoU.
- 4.2 Notwithstanding the other provisions of this paragraph, a Party shall not be prevented from disclosing confidential information: (i) that, at the time of disclosure, was in the public domain, (ii) that was lawfully disclosed on a non-confidential basis by a third party who is not bound by a confidentiality agreement, (iii) that is disclosed with a Party's prior written approval; (iv) to a Party's employees who have a need to access such confidential information in connection with their employment (or engagement, if applicable) and implementation of this MoU; (v) that is in response to valid legal process, whether issued by a court or administrative or regulatory body. If confidential information is required to be disclosed pursuant to a requirement of a legal process, the Party, to the extent possible, shall provide the relevant Party with timely prior notice of such requirement and shall coordinate with such Party in an effort to limit the nature and scope of such required disclosure.
- 4.3 Upon written request at the expiration or early termination of this MoU for any reasons as provided for in the MoU, all such documented confidential information (and all copies thereof) owned by a Party will be returned to such a Party or will be destroyed, with written certification there of being given to such Party, provided that a Party may retain which are reasonably necessary to substantiate compliance with this MoU or



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otherwise required for financial or operational auditing purposes. Any residual retention will remain subject to the confidentiality obligations under this MoU. When such retained information is no longer reasonably required, it shall be returned to the respective Party or will be destroyed, with written certification thereof.

5 COMPLIANCE WITH LAWS

- 5.1 Each Party undertakes, where applicable, to comply fully with all applicable laws including but not limited to the applicable information security and data protection laws and to procure that its employees, agents and contractors comply with the provisions of such applicable laws.
- 5.2 The Parties undertake, where applicable, to comply fully with applicable data protection legislation including but not limited to Information Technology (Amendment) Act 2008, The Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011), the Digital Personal Data Protection Act, 2023 and to procure that its employees and agents comply with such provisions.
- 5.3 If personal data is received by the Parties pursuant to this MOU, then the Parties shall only use it as strictly necessary for the performance of its obligations hereunder and in accordance with this MOU.

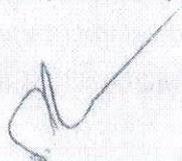
6 RELATIONSHIP BETWEEN PARTIES

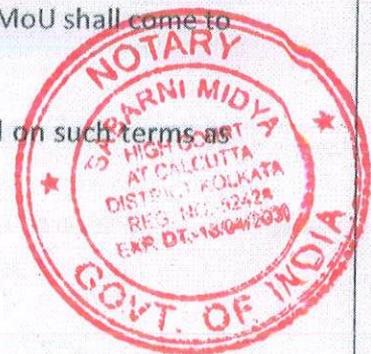
- 6.1 Each Party agrees that it has no right to bind the other Party in contract or otherwise and it shall not represent that it has such right.
- 6.2 Nothing in this Agreement shall constitute a partnership, or joint venture, or employer-employee relationship, or principal-agent relationship between the Parties.
- 6.3 Each Party shall be responsible and liable for the compliance of its obligations under applicable laws in relation its employees and the employees of one Party shall not be or claim to be an employee of the other Party.

7 TERM AND TERMINATION

7.1 Term

- a. This MoU shall be deemed to be effective from 20 August 2025 till 19 July 2028 ("Term"), unless terminated by either Party as per the terms of this MoU. This MoU shall come to an end upon the expiry of its Term.
- b. The Term of this MoU may further be extended for such period and on such terms as the Parties may mutually agree in writing.



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- c. On expiry or termination of this MoU, the developed area with all functionalities shall automatically come into the custody of the Port on giving seven days' Notice and no compensation would be paid to IHCL by the Port.

7.2 Termination

- a. This MoU may be terminated by either Party without having to assign any reason and without any liability by giving thirty (30) days' notice in writing to other Party.
- b. The clauses related to right of Indemnity, warranties and representations, Intellectual Property Rights and Confidential Information shall survive any expiry or earlier termination of this MoU.

8 GOVERNING LAW AND JURISDICTION

This MoU shall be governed by and construed in accordance with laws of India and the Parties submit to the exclusive jurisdiction of the courts at Kolkata.

9. ASSIGNMENT AND SUB-CONTRACTING

The benefits of this MOU shall run to, and the obligations under this MOU shall be binding upon, the Parties and their respective successors and assigns. Unless otherwise provided herein, neither Party may assign or delegate this MOU or any of its rights or duties under this MOU without the prior written consent of the other Parties.

10. AMENDMENTS

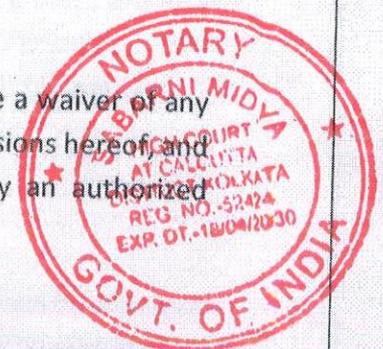
Either Party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the Parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by both the Parties to this MOU.

11. WAIVER

No waiver of any breach of any provision of this MOU shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving Party.

12. SEVERABILITY

If for any reason whatsoever, any provision of this MOU is or becomes, or is declared by a court of competent jurisdiction to be, invalid, illegal or unenforceable, then the Parties shall negotiate in good faith to agree on such provision to be substituted, which provisions shall, as nearly as practicable, leave the Parties in the same or nearly similar position to that which prevailed prior to such invalidity, illegality or unenforceability. In the event that any provision of this MOU is considered illegal or becomes, or is declared



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by a court of competent jurisdiction to be, invalid, illegal or unenforceable, then such provisions shall be stricken from this MOU and the remainder of this MOU shall be enforced as if such invalid, illegal or unenforceable clause or provisions had (to the extent not enforceable) never been contained in this MOU.

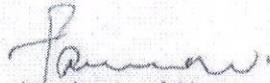
13. ENTIRE AGREEMENT

This MOU contains the entire agreement between the Parties relating to the subject matter hereof and thereof and supersede all previous agreements, arrangements or understandings, whether oral or in writing, between the Parties. No terms may be implied (whether by custom, usage or otherwise) into this MOU. The Parties acknowledge that neither Party nor any of their respective Affiliates or representatives makes or has made any representation or warranty, express or implied, or any other inducement or promise to the other Party except as specifically made in this MOU.

IN WITNESS WHEREOF the Parties have caused executed this MoU to be executed by their duly authorized representatives on the date first above mentioned.

For and on behalf of
Syama Prasad Mookerjee Port, Kolkata

For and on behalf of
The Indian Hotels Company Limited



(Authorized Signatory)
Name: Shri. Santanu Mitra
Designation: Chief Engineer
Department: Civil Engineering Department
Email: ce@kolkataporttrust.gov.in

(Authorized Signatory)
Name: Shri. Gaurav Pokhariyal
Designation: Executive Vice President
Department: Human Resources
Email: Gaurav.pokhariyal@ihcltata.com

Witnesses:

Witnesses:

SMPK

M/s. IHCL

1)

1)

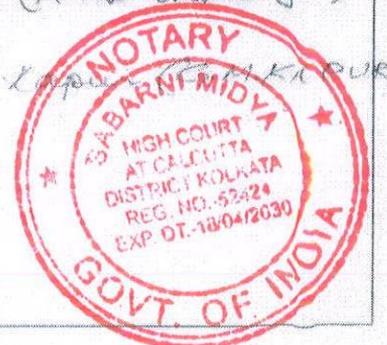
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Enclosure: Schedule of Property of Chotelal ghat





सत्यमेव जयते

Ministry of Ports, Shipping and Waterways
Government of India



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered on 16th of July 2025 at SMPK Head Office in 15, Strand Road, Kolkata-700001 as part of the Swachhata Initiatives of Syama Prasad Mookerjee Port Kolkata.

BETWEEN

SYAMA PRASAD MOOKERJEE PORT, Kolkata, an autonomous body, constituted under Major Port Authorities Act, 2021, having its office at 15, Strand Road, Kolkata – 700 001 hereinafter called "PORT"

AND

PS GROUP REALTY PRIVATE LIMITED, (CIN-U68100WB1988PTC044915) (PAN AABCP5390E) a company incorporated under the Companies Act, 1956 having its registered office at 1002, E M Bypass, Police – Station – Pragati Maidan, Post office - Dhapa Kolkata – 700105, represented by its Authorized Signatory Mr. Arun Kumar Sancheti, hereinafter called the "Party".

The Party has expressed interest to undertake the Redevelopment (including permitted construction, if any), beautification, landscaping of **Nimtalla Immersion Ghat**, at Kolkata riverfront under their CSR project for improvement of the aesthetic and functionality of the said Ghat.

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- 26 -

BACKGROUND

Brief Detail of Port:

Kolkata port is the earliest major port in the country. The city of Kolkata, has a synergistic linkage with the port. The Kolkata Port was initially conceived to promote and protect the British colonial interest. The affairs of the Port were brought under the administrative control of the Government with the appointment of a Port Commission in 1870. Kolkata Port is the only riverine Major Port in India, situated 232 kms. up-stream from the Sandheads, having arguably the longest navigational channel amongst Major Ports of India and its navigational channel is one of the longest in the world. Despite its being 126 miles away from the sea, Kolkata is, by far, the best choice for eastern gateway to this continental-country. Kolkata Port remains one of the pioneering and most promising ports of India. It commands a vast hinterland that comprises almost half of the Indian states (whole of the eastern and north-eastern regions) and the two neighbouring countries – the Himalayan Kingdoms of Nepal and Bhutan. It has two dock systems – Kolkata Dock System at Kolkata with the oil wharves at Budge Budge and Haldia Dock Complex at Haldia.

Brief Details of the Party:

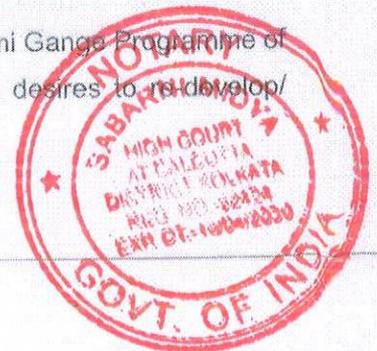
PS GROUP REALTY PRIVATE LIMITED, is a company incorporated under the Companies Act, 1956 is doing business in the field of Real Estate and Allied Industries. That the party is into aligning and organizing all business areas related to the Real Estate sector like Real Estate related material supplies, Real Estate related Services like Interior Design and Development, Real Estate Development and Construction, Real Estate related Logistic Services particularly related to supply and transportation of material used for Real Estate Development.

Association with Port:

The Port is the regulator of the navigational channel of river Hooghly starting from Nadia district of West Bengal in the upstream to Ganga Sagar in downstream. PS Group being one of the leading Real Estate players of Kolkata is coming up with many riverfronts' residential apartment complexes for which the Party is associated with the Port.

Reasons for Partnership:

Port in observance and fulfillment of objectives set forth under Namami Ganga Programme of the Union Government and in pursuance of Swachhta Initiatives, desires to redevelop/



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renovate and beautify the Ghats, as a part of overall riverfront development. To start with, it has identified some Ghats which require urgent attention for varying reasons.

On the Other hand, the "Party" has approached "Port" as a part of their CSR Initiatives for some effective and meaningful role, contribution and association for development of riverfront Ghats to serve the interest of Citizens of Kolkata.

PURPOSE

Re-development (including permitted construction, if any)/Renovation and beautification, of Nimtalla Immersion Ghat, at Kolkata.

The Port shall provide free access to the Party, or any person nominated by the Party. Additionally, the Port shall not levy any charges for electricity, water supply, or security services required for the maintenance of Nimtalla Immersion Ghat on the Party post completion of redevelopment work. The structural design and drawings of Bank protection work of the Ghat as submitted by PS Group to be vetted by the Port and to be executed by PS Group Realty Pvt Ltd. under supervision of SMPK.

OBJECTIVES

The parties agree to work to the satisfaction of SMPK for the schedule of Property as enclosed.

The parties shall work together in a cooperative and coordinated effort so as to bring about the achievement and fulfillment of the purpose of the MOU. After completion of re-development/renovation and beautification of the Ghat, acknowledgement of ownership and assistance of SMPK should be appropriately displayed at conspicuous and convenient location of Ghat. It is also necessary to stipulate that all the required statutory clearances should be obtained by the Port from competent authority(ies), all the necessary clearances will be provided by SMPK.

Upon completion of the beautification of the Ghat and its subsequent handover to the Port, the responsibility for its maintenance shall rest with the Syama Prasad Mookerjee Port, Kolkata (SMPK). It is imperative that the acknowledgment of the beautification efforts remains prominently attributed to PS Group Realty Private Limited. This acknowledgment should be displayed through visible signage, which will be designed, prepared, and installed by the Party at the earmarked places of the Ghat in 2 or 3 places.

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~~38~~**TERM/VALIDITY**

The party will undertake the work as per requirement at agreed terms & conditions free of cost for SMPK. This MOU would not mean allotment of space by any means and no rights on such space would accrue to the party. Only designated purpose of redevelopment/renovation and beautification of ghat area is permitted.

This memorandum shall commence on 16th July 2025 and will continue until six months from the date of commencement of work.

On expiry of the validity of MOU and in case the same is not renewed by SMPK or the party wishes to exit the MOU, the developed area with all functionalities would automatically come in the custody of SMPK on giving seven days' Notice and no compensation would be paid to the party by SMPK. SMPK reserves the right to terminate the MOU on giving seven days' notice on specified ground (s) without payment of any compensation to the party.

This memorandum of understanding is made to facilitate the aforesaid project of Ghat development with the port in a time bound manner, subject to materializing of enabling factors. Both "Port" and the "Party" would enter into fresh agreement later with detailed terms and conditions to operationalize the above memorandum, in broad and general conformity to the terms envisaged in this memorandum.

For and on behalf of

Syama Prasad Mookerjee Port, Kolkata



(Authorised Signatory)

Name : Shri. Santanu Mitra

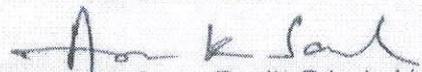
Designation : Chief Engineer

Department : Civil Engineering Department

E-mail : ce@kolkataporttrust.gov.in

For and on Behalf of

PS Group Realty Private Limited



(Authorised Signatory)

Name : Shri. Arun Kumar Sancheti

Designation : Director

Department : PS Group

E-mail : arun@psgroup.in



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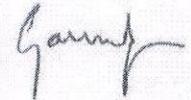
Witnesses:

SMPK

- 1) 
- 2) 
- 3) 

Witnesses:

PS Group Realty Private Limited

- 1) 
- 2) 
- 3)

Enclosure: Schedule of Property of Nimtalla Immersion ghat





सत्यमेव जयते

Ministry of Ports, Shipping and Waterways
Government of India



श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता
SYAMA PRASAD MOOKERJEE PORT, KOLKATA
Formerly Kolkata Port Trust

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered on 6th of August 2025 at SMPK Head Office in 15, Strand Road, Kolkata-700001 as part of the Swachhata Initiatives of Syama Prasad Mookerjee Port Kolkata.

BETWEEN

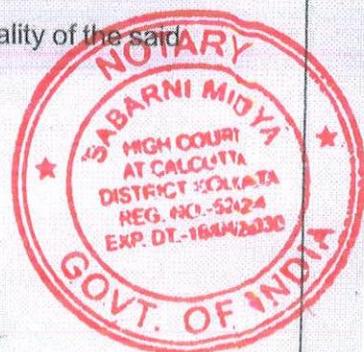
SYAMA PRASAD MOOKERJEE PORT, Kolkata, an autonomous body, constituted under Major Port Authorities Act, 2021, having its office at 15, Strand Road, Kolkata – 700 001 hereinafter called “**PORT**”

AND

M/S Garden Reach Shipbuilders & Engineers Limited, a Government of India Undertaking Company within the meaning of the Companies Act, 2013 having its registered office at GRSE Bhavan, 43/46, Garden Reach Road, Kolkata 700001 hereinafter called the “**GRSE**” (which expression shall deem to mean and include its successors and assigns).

GRSE has expressed interest to undertake the Redevelopment (including permitted construction, if any), beautification, landscaping of **Surinam Ghat and Mayer Ghat**, at Kolkata riverfront under their CSR project for improvement of the aesthetic and functionality of the said Ghat.

Port and GRSE are singularly referred as party and jointly as Parties.



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BACKGROUND

Brief Detail of Port:

Kolkata port is the earliest major port in the country. The city of Kolkata, has a synergistic linkage with the port. The Kolkata Port was initially conceived to promote and protect the British colonial interest. The affairs of the Port were brought under the administrative control of the Government with the appointment of a Port Commission in 1870. Kolkata Port is the only riverine Major Port in India, situated 232 kms. up-stream from the Sandheads, having arguably the longest navigational channel amongst Major Ports of India and its navigational channel is one of the longest in the world. Despite its being 126 miles away from the sea, Kolkata is, by far, the best choice for eastern gateway to this continental-country. Kolkata Port remains one of the pioneering and most promising ports of India. It commands a vast hinterland that comprises almost half of the Indian states (whole of the eastern and north-eastern regions) and the two neighbouring countries – the Himalayan Kingdoms of Nepal and Bhutan. It has two dock systems – Kolkata Dock System at Kolkata with the oil wharves at Budge Budge and Haldia Dock Complex at Haldia.

Brief Details of GRSE:

M/S Garden Reach Shipbuilders & Engineers Limited, a reputed Central Public Sector Enterprise functioning under the administrative control of the Ministry of Defence, Government of India and engaged in the business of manufacturing a wide range of high-tech modern warships and other vessels primarily for the Indian Navy and the Indian Coast Guard as well as general engineering activities like construction of portable steel bridges, deck machinery, diesel engine etc

Association with Port:

GRSE & Port both being Public bodies/Government Organizations have been collaborating with each other in mutual interest for national projects and/or for national interests.

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- X2 -

Reasons for Partnership:

Port in observance and fulfillment of objectives set forth under Namami Gange Programme of the Union Government and in pursuance of Swachhta Initiatives, desires to re-develop/renovate and beautify the Ghats, as a part of overall riverfront development. To start with, it has identified some Ghats which require urgent attention for varying reasons.

On the Other hand, GRSE as a part of their CSR initiatives is interested for some effective and meaningful role, contribution and association for development of riverfront Ghats in their bid to serve the interest of citizens of Kolkata and for such reasons have approached Port for the same and have expressed interest to undertake the Re-development (including permitted construction, if any), beautification and landscaping of Surinam Ghat and Mayer Ghat, under their CSR project for improvement of the aesthetic and functionality of the said Ghat through Port who are the owners/custodian of the same for the benefit of the end users/citizens.

PURPOSE

Re-development (including permitted construction, if any)/Renovation and beautification, of Surinam Ghat and Mayer Ghat, at Kolkata.

The Port shall provide free access to GRSE, or any person nominated by GRSE. Additionally, the Port shall not levy any charges for electricity, water supply, or security services required for the maintenance of Surinam Ghat on GRSE post completion of redevelopment work.

MODALITIES

A. The parties agree to work together in the manner detailed below to achieve the aforesaid Purpose.

SURINAM GHAT

i. Civil Engineering department of the Port issued a Notice Inviting Tender (NIT) inviting offers from competent vendors/contractors for the job of Re-development (including permitted construction, if any), beautification and landscaping of Surinam Ghat, Kolkata within a timeline agreed between the parties.



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ii. Upon receipt of the Offers, Port selected a suitable vendor/contractor as per its tender procedures and within 30 days from the date of such selection issue a work order in favour of such vendor.

iii. Port shall ensure that the timeline allotted to the Contractor for completion of the work should not exceed 240 days from the date of issue of work order i.e. 15.5.25 and that the entire work is expected to be completed 31st March 2026.

MAYER GHAT

iv. Port is on the process of appointing a suitable vendor/contractor through Notice Inviting Tender (NIT) inviting offers from competent vendors/contractors for the job of Re-development (including permitted construction, if any), beautification and landscaping of Mayer Ghat, Kolkata within a timeline agreed between the parties.

v. Similar modalities to be followed for Mayer Ghat as has been done for Surinam Ghat.

COMMON POINTS FOR BOTH GHATS

vi. Port shall constitute a project monitoring team comprising of suitable personnel for monitoring the project and shall ensure that all necessary.

vii. Port shall submit its Chief Engineer's Report along with the Bill of the Contractor and proof of disbursement of payment to contractor against such Bill every 60 days since award of the Work order to enable GRSE to release payment/ reimbursement to Port after inspection by GRSE team. On completion of the project Port shall issue a Completion Certificate along with the last Bill.

viii. GRSE's role will be limited to financing the work. However, GRSE shall have the right to conduct inspection to ascertain the status of the work before releasing the payments.

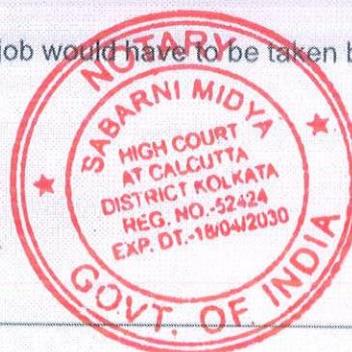
ix. Port shall keep GRSE informed of each stage from the tender initiation stage till job completion and if desired by GRSE shall forward the credentials of the selected contractor. GRSE shall also have the right to inspect the progress of the work at any time with prior intimation to Port.

x. Port shall place necessary signage/plaque during the job and shall continue to display the same regarding the contribution of GRSE.

xi. All statutory clearances for undertaking the job would have to be taken by Port.

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PAYMENT

GRSE shall release payment to Port on pro-rata basis as per the following schedule depending on the progress of work and subject to submission of Bill by Port along with Report/Certificate on progress by Port's Chief Engineer and copy of invoice of the Contractor and proof of payment by Port:

- i. 1st stage payment - 60 days from issuance of work order.
- ii 2nd stage payment – 120 days from issuance of work order.
- iii 3rd stage payment – 180 days from issuance of work order.
- iv- Final payment - On completion of Contract.

Payment shall be released by GRSE within 30 days from the date of receipt of all bills and related documents as aforesaid.

A maximum of Rs. 133 lacs would be paid by GRSE for the project, provided the project is completed by 31 March 2026. Any additional funds required for completion of the project over the said sum of Rs. 133 lacs have to be arranged by Port. Any deductions made by Port towards LD or for delay from Contractor's bills have to be credited/reimbursed to GRSE. Upon Completion of the Project Port shall submit a Completion certificate and upon inspection by GRSE the final instalment shall be released. Payment would be released through NEFT/Bank Transfer by GRSE to the designated Bank Account of Port with TDS, if applicable.

In case the work is not completed by 31st March 2026 GRSE reserves the right to suspend further payment till completion of the work.

TERM/VALIDITY

This Memorandum of Understanding shall commence on 6th August 2025 and will continue until 31st March 2026.

MISCELLANEOUS

- a. This Memorandum of Understanding is made to facilitate the aforesaid project of Ghat development with the port in a time bound manner, subject to materializing of enabling factors and does not create any partnership or any commercial relationship between the parties.
- b. This Memorandum of Understanding is governed under Indian Laws.



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c. Both Port and GRSE shall designate an official from each organisation who shall act as the Nodal Person on behalf of both the parties for smooth execution of the work.

d. Any amendment/modification to this Memorandum of Understanding shall be in writing and signed by the authorised representatives of the parties.

For and on behalf of

For and on Behalf of

Syama Prasad Mookerjee Port, Kolkata

Garden Reach Shipbuilders & Engineers Limited

(Authorised Signatory)

(Authorised Signatory)

Name : Shri. Santanu Mitra

Name : Rajeev Srivastava

Designation : Chief Engineer

Designation : General Manager

Department : Civil Engineering Department

Department : HR & A (HR & A)

E-mail : ce@kolkataporttrust.gov.in

E-mail : Srivastava.Rajeev@guse.co.in

Witnesses:

Witnesses:

SMPK

GRSE

1)

1)

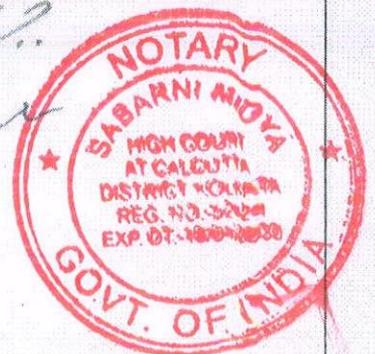
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Enclosure: Schedule of Property of Surinam ghat & Mayer Ghat





सत्यमेव जयते

Ministry of Ports, Shipping and Waterways
Government of India



श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता
SYAMA PRASAD MOOKERJEE PORT, KOLKATA
Formerly, Kolkata Port Trust

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered on 11th of July 2025 at SMPK Head Office in 15, Strand Road, Kolkata-700001 as part of the Swachhata Initiatives of Syama Prasad Mookerjee Port Kolkata.

BETWEEN

SYAMA PRASAD MOOKERJEE PORT, Kolkata (SMPK), an autonomous body, constituted under Major Port Authorities Act, 2021, having its office at 15, Strand Road, Kolkata – 700 001 hereinafter called “**PORT**”

AND

Adani Ports and Special Economic Zone Limited (APSEZ), a company incorporated under the Companies Act, 1956 having its registered office at Adani Corporate House, Ahmedabad Gujarat – 382 421, represented by its Authorized Signatory Shri Sanjay K Thade, Consultant hereinafter called the “**Party**”.

The Party has expressed interest to undertake the Redevelopment (including permitted construction, if any)/Renovation/Restoration and beautification of heritage **Kumartuli Ghat**, at Kolkata riverfront under their CSR project for improvement of the aesthetic and functionality of the said Ghats.



PK
Shadab

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BACKGROUND

Brief Detail of Port:

Kolkata port is the earliest major port in the country. The city of Kolkata, has a synergistic linkage with the port. The Kolkata Port was initially conceived to promote and protect the British colonial interest. The affairs of the Port were brought under the administrative control of the Government with the appointment of a Port Commission in 1870. Kolkata Port is the only riverine Major Port in India, situated 232 kms. up-stream from the Sandheads, having arguably the longest navigational channel amongst Major Ports of India and its navigational channel is one of the longest in the world. Despite its being away from the sea, Kolkata is, by far, the best choice for eastern gateway to this continental-country. Kolkata Port remains one of the pioneering and most promising ports of India. It commands a vast hinterland that comprises almost half of the Indian states (whole of the eastern and north-eastern regions) and the two neighbouring countries – the Himalayan Kingdoms of Nepal and Bhutan. It has two dock systems – Kolkata Dock System at Kolkata with the oil wharves at Budge Budge and Haldia Dock Complex at Haldia.

Brief Details of the Party:

Adani Ports and Special Economic Zone Limited (APSEZ) is the largest commercial ports operator in India accounting for nearly one-fourth of the cargo movement in the country. Its presence across 13 domestic ports in seven maritime states of Gujarat, Maharashtra, Goa, Kerala, Andhra Pradesh, Tamil Nadu, Odisha and others present the most widespread national footprint with deepened hinterland connectivity.

Association with Port:

APSEZ is at present the authorized Container Terminal Operation & Maintenance operator at Netaji Subhas Dock managing 5 container berths of the Port. At Haldia Dock Complex, APSEZ is the PPP concessionaire for the Berth No. 5 for a period of 30 years.

Reasons for Partnership:

Port in observance and fulfillment of objectives set forth under Namami Gange Programme of the Union Government and in pursuance of Swachhta Initiatives, desires to re-develop/renovate/restore and beautify the Ghats, as a part of overall riverfront development. To start with, it has identified some Ghats which require urgent attention for varying reasons.

On the Other hand, the "Party" has approached "Port" as a part of their CSR Initiatives for some effective and meaningful role, contribution and association for development of riverfront Ghats to serve the interest of Citizens of Kolkata.



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PURPOSE

Re-development (including permitted construction, if any)/Renovation/Restoration and beautification, of Kumartuli Ghat, at Kolkata. Kumartuli ghat is a Heritage ghat hence the restoration and renovation of the Ghat should comply to the norms of Heritage conservation as applicable.

The Port shall provide free access to the Party, or any person nominated by the Party. Additionally, the Port shall not levy any charges for electricity, water supply, or security services required for the maintenance of Kumartuli Ghat either on the Party or any party nomination/allotted by it.

OBJECTIVES

The parties agree to work to the satisfaction of SMPK for the schedule of Property as enclosed.

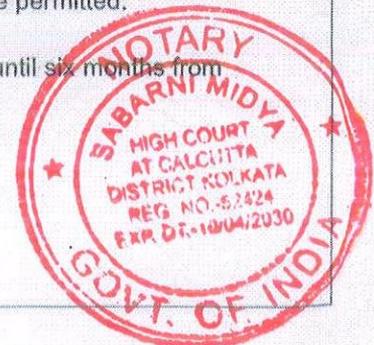
The parties shall work together in a cooperative and coordinated effort so as to bring about the achievement and fulfillment of the purpose of the MOU. After completion of re-development/renovation/restoration and beautification of the Ghats, acknowledgement of ownership and assistance of SMPK should be appropriately displayed at conspicuous and convenient location of Ghat. It is also necessary to stipulate that all the required statutory clearances should be obtained by the Port from competent authority(ies), all the necessary drainage will be provided by SMPK.

Upon completion of the beautification of the Ghat and its subsequent handover to the Port, the responsibility for its maintenance shall rest with the Syama Prasad Mookerjee Port, Kolkata (SMPK). It is imperative that the acknowledgment of the beautification efforts remains prominently attributed to APSEZ. This acknowledgment should be displayed through visible signage, which will be designed, prepared, and installed by the Party at the earmarked places of the Ghat in 2 or 3 places.

TERM/VALIDITY

The party will undertake the work as per requirement at agreed terms & conditions free of cost for SMPK. This MOU would not mean allotment of space by any means and no rights on such space would accrue to the party. Only designated purpose of redevelopment/renovation/restoration and beautification of ghat areas are permitted.

This memorandum shall commence on 11th July 2025 and will continue until six months from the date of commencement of work.



Sr. Shadab

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On expiry of the validity of MOU and in case the same is not renewed by SMPK or the party wishes to exit the MOU, the developed area with all functionalities would automatically come in the custody of SMPK on giving seven days' Notice and no compensation would be paid to the party by SMPK. SMPK reserves the right to terminate the MOU on giving seven days' notice on specified ground (s) without payment of any compensation to the party.

This memorandum of understanding is made to facilitate the aforesaid project of Ghat development with the port in a time bound manner, subject to materializing of enabling factors. Both "Port" and the "Party" would enter into fresh agreement later with detailed terms and conditions to operationalize the above memorandum, in broad and general conformity to the terms envisaged in this memorandum.

For and on behalf of

For and on Behalf of

Syama Prasad Mookerjee Port, Kolkata

Adani Ports and Special Economic Zone Limited

S. Mitra

Thade

(Authorised Signatory)

(Authorised Signatory)

Name : Shri. Santanu Mitra

Name : Shri. Sanjay K Thade

Designation : Chief Engineer

Designation : Consultant

Department : Civil Engineering

Department :

E-mail : ce@kolkataporttrust.gov.in

E-mail : sanjay.thade@adani.com

Witnesses:

Witnesses:

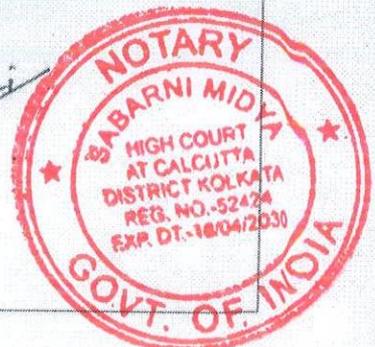
SMPK

APSEZ

- 1) *[Signature]*
- 2) *[Signature]*
- 3) *[Signature]*

- 1) *[Signature]*
- 2) *[Signature]*
- 3) *[Signature]*

Enclosure: Schedule of Property of Kumartuli ghat



ANNEXURE - "E"



HOWRAH MUNICIPAL CORPORATION

4, MAHATMA GANDHI ROAD, HOWRAH - 711 101
Tel: (+91-33) 2638-3211-13, 2641-5218, Fax: (+91-33) 2641-5218/2214

No. 007/Gen (S.C. Cell)/Commr./2024-25

Dated: April 30, 2024.

To: The Chairman,
Shyama Prasad Mukherjee Port Trust (Formerly KOPIT)
15, Strand Road,
Kolkata - 700001.

*U-8338
3.5.24*

Sub: O.A. No. 40/2024/EZ — Ankur Sharma vs. State of West Bengal & Ors. — Existence of un-authorised Cow Shed (Khatal) at the river bank of Hooghly near Chintamony Dey Bathing Ghat, Howrah - Reg.

Sir,

Apropos of the above, enclosed please find herewith an interim order of the Hon'ble NGT, E.Z. dated 22.02.2024 along-with a copy of the report of the 3-member Committee constituted in the instant O.A. pursuant to the solemn order of the Hon'ble Court ibid for your kind perusal, contents of which are self explanatory.

The report of the Committee inter-alia mentioned existence of Cow-shed (Khatal) near to the Chintamony Dey Bathing Ghat, Howrah and direct discharge of cow-dung to the river Hooghly from there-at, both of which are non-permissible under extant environmental norms. It is therefore requested to kindly take note of this for removal of the khatal from that area at the earliest convenience. A compliance report in this regard may kindly be sent to the District Magistrate, Howrah with a copy to the undersigned for placing the same before the Hon'ble NGT for their cognizance.

A line in confirmation is solicited.

Thanking you,

*EE (How.)
For rta pl. & feedback.
9/5/24*

Yours faithfully,

Commissioner
Howrah Municipal Corporation
Encls : as stated above.
Dated : April 30, 2024.

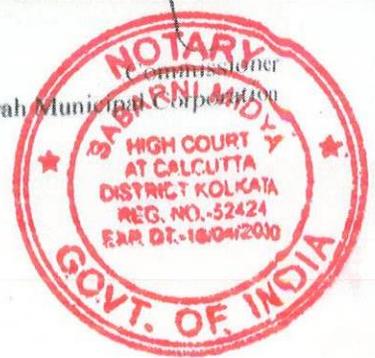
Endt. No. 07/1(9)/Gen (S.C. Cell)/Commr./2024-25

Copy for favour of information to:

- 1) The Member Secretary, WBPCB, Paribesh Bhavan, Building 10A, Block LA, Sector III, Bidhannagar, Kolkata - 700106;
- 2) The Sr. Special Secretary, Urban Development & Municipal Affairs Dept, Govt. of West Bengal, "NAGARAYAN", DF - 8, Sector - I, Salt Lake City, Kolkata - 700064.
- 3) The District Magistrate, Howrah;
- 4) The Addl. District Magistrate (I.R&LA), Howrah & Member of the Committee;
- 5) The Secretary, HMC;
- 6) The Environment Engineer, WBPCB, Howrah Regional Office & Member of the Committee, Minority Bhavan, 5th Floor, 12, Biplabi Kanailal Bhattacharya Sarani, Kolkata - 700027;
- 7) The Asst. Engineer & OSD (Cons.), HMC;
- 8) The OSD (Law), HMC - with request to keep apprise the I.d Counsel of the HMC in the instant OA;
- 9) Dept. Guard File.

*AM (How)
For inspection & feedback,
as directed by Encl. (1) pl.
07/05/24
Pr. Commr.
10/5/24*

*AC (How)
Recd up
Please.
13.05.2024*



ANNEXURE - "F"

Prescribed Format for Physical Inspection of property vis-à-vis Checking of Bills & Resolution Plan / Proposal as per Provisions

A) PRE FILLED FACTS FROM RECORDS (FILE / MODULE)

- | | | |
|---|---|---|
| 1 | Plate No. | No plate record |
| 2 | Tenancies Name & Code : | Principal Secretary to the Govt of West Bengal
Dept of FOOD Processing Industries &
Horticulture. |
| 3 | Concerned file No. | Lnd-5059/Duplicate |
| 4 | Allowed purpose of tenancy : | Management of flower market at Mullick
Ghat |
| 5 | Location & SoR Zone | Mullick ghat backup land adjacent (south
side) with Rabindra setu. Zone 36a |
| 6 | Area | 3400 sqm land |
| 7 | Outstanding statement (Reconciled) with bill
details & payments : | No billing as well as no payment record. |
| 8 | Court case/P.P. Act case (case/Proceeding Date &
No.), Injunction, if any, in the Court case, effective
date of Ejection Notice and date of Eviction
Order/next hearing date | |
| 9 | Status of occupation (lease/licence/unauthorised) | Occupation without acceptance and
without payment having encroachment of
adjacent land. |

B) FINDINGS

- | | | |
|---|---|---|
| 1 | Date of Inspection | 22/7/2025 |
| 2 | Present occupant name, business/purpose, all
details | Men more than 50 different flower venders like
Kartick Mandal, Biswajit Gurda, Manik Roy etc |
| 3 | Unauthorised/sitting occupants' name &
details, if any | Due to running market huge numbers of
unauthorised sitting occupants observed on road
side area adjacent with market in disordered
manner as there is no market managing authority |
| 4 | Breaches, if any | i) No acceptance of offer and nonpayment ii)
unauthorized sub-letting, iii) unauthorized
construction iv) no fire prevention
arrangement in market v) no approval from
KMC authority and unauthorisedly
discharge & dumping of market garbage /
waste material on river bank. |
| 5 | Any other findings | |
| 6 | Photographs | Attached. |

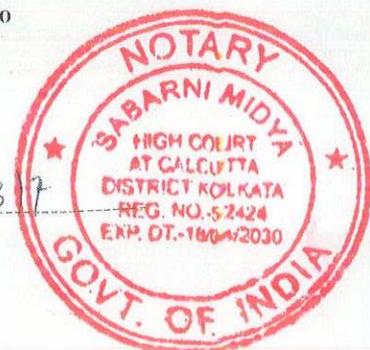
P K Hajra AEM

Date 22/7/25

(1) Name & Signature with date of the Asstt Estate Manager & Sr Surveyor

C) OBSERVATION & PROPOSAL FOR RESOLUTION OF THE ISSUE

- | | | |
|---|--|--------|
| 1 | Findings match with file records | Yes/No |
| 2 | Mismatches in findings vis-a-vis records | |
| 3 | Issues / Breaches | |
| 4 | Proposal quoting relevant provisions of PGLM / SoR | |
| 5 | Approving Authority | |



ANNEXURE - "G"



श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता
SYAMA PRASAD MOOKERJEE PORT, KOLKATA
Formerly Kolkata Port Trust

General Administration Department

Estate Division

6, Fairlie Warehouse (2nd Floor), Strand Road,
Kolkata - 700 001

Date: 15 FEB 2022

No.Lnd.3163/C/IV/Howrah Raid/22/419

The Commissioner of Police, Howrah
Howrah City Police,
28, Nityadhan Mukherjee road,
P.O & District: Howrah,
Pin:-711101

Sir,

Sub: Request for assistance in executing eviction orders and for removal of encroachments by unauthorised occupants from SMPK public premises situated at Howrah.

Ref: This office earlier letter no.Lnd.3163/C/5/20/1539 dated 06.08.2020 (photocopy enclosed).

As was earlier discussed/intimated, this office is requiring your assistance in removal of huge encroachments on the Govt. of India properties under Syama Prasad Mookerjee Port, Kolkata, situated at different prime locations of Howrah, which are under wrongful occupation of various unauthorised persons with whom SMPK never had any legal or jural relationship. Detailed Sketch maps showing such encroachments in Red border are enclosed for ready reference.

2. Referring above, it is reiterated that in various cases, subsequent to the delivery of Final Order of Eviction by the Ld. Estate Officer, under the P.P.Act Proceedings, possession of the SMPK public premises could not be taken over either by this office or by the Authorised Officers appointed by the Ld. Estate Officer, due to the unlawful resistance put forth by the unauthorised occupants occupying the above premises. As such in these cases SMPK sought police assistance for executing the eviction orders passed by Ld. Estate Officer under the provisions of the Public Premises (Eviction of Unauthorised Occupants), Act, 1971, so as to obtain vacant peaceful and unencumbered possession of SMPK public premises. Detailed list of eviction orders are enclosed for kind perusal and ready reference.

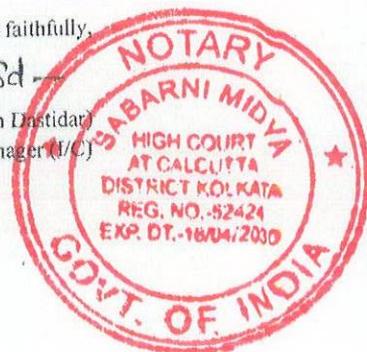
3. In view of the above and with reference to this office earlier letter dated 06.08.2020, SMPK, being a Govt. organisation expect support and cooperation from Howrah Police and accordingly it is again requested, to provide necessary assistance to SMPK in executing the Final Order of eviction passed by Ld. Estate Officer and also for removal of huge encroachments by unauthorised persons from Govt. of India properties under SMPK.

Encls: As stated.

Yours faithfully,

— Sd —

(J. Ghosh Dastidar)
Estate Manager (I/C)




 श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता
 SYAMA PRASAD MOOKERJEE PORT, KOLKATA
 Formerly Kolkata Port Trust

General Administration Department

Estate Division

6, Fairlie Warehouse, 2nd Floor,
Kolkata - 700 001

No. Lnd. 3163/C/IV/Raid-Howrah/2024/132

Date: 15-01-2024

To
The Commissioner of Police, Howrah,
28, Nityadhan Mukherjee Road,
Howrah - 711 101.

402

Sub: Removal of encroachment from SMPK Public Premises msg. about 5690 Sq.mts. adjacent to Cowies Ghat Road, Shibpur, Howrah.

Ref: This office letter No. Lnd. 5885/21/4096 dated 10-12-2021 and Lnd. 3163/C/IV/Raid-Howrah/22/420 dated 15-02-2022.

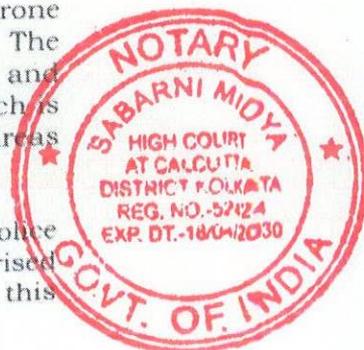
Sir,

In connection with the above subject and the letters dated 10-12-2021 & 15-12-2022 under reference, no communication yet been received from your end.

Kindly note that a joint inspection was carried out at SMPK public premises msg. about 5690 sq.mts. adjacent to Cowies Ghat Road, Shibpur, Howrah on 03-01-2024 by SMPK officials along with Dy. Chairman of SMPK and Estate Manager (I/C).

During the said inspection, it was found that unauthorised persons are unauthorisedly occupying & using the above premises for filtering the gold particles from Ganges Sand and melting it through burning process. The sacred Ganges in turn gets polluted. The entire area adjacent to the river also gets heavily affected due to the pollutants. The unauthorised persons are also polluting the Ganges by effluents. The safety and security of the lives and limbs are also at risk owing to such burning activities. The lawful tenants of SMPK may also suffer as the ongoing activities are prone to threat for life. They had also erected illegal hutments thereof. The volume of encroachment on the subject area is increasing day by day and the area is becoming very prone to illegal and antisocial activities, which is highly objectionable, and is also endangering the appurtenant Port areas and locality. A sketch map attached for your reference.

Hence, you are requested to suitably advise the Shibpur Police Station for making an arrangement for removal of the unauthorised occupants from the above mentioned public premises, and to enable this office for taking further action.



~~- 54 -~~

It is mentioned that in respect of above land there is no legal dispute pending in any court of law.

Your kind intervention in the matter is sincerely solicited.

Encl: As Stated.

Yours faithfully,

-Sd-

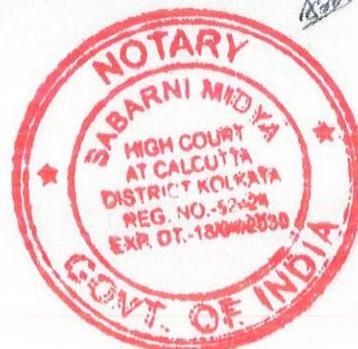
Executive Engineer (Howrah-II)
for Estate Manager (I/C)

Copy to:

- 403
404
405
- (i) The Officer in Charge, Shibpur PS, 161, Grand Trunk Rd, Naora, Howrah, West Bengal 711102, for information and necessary action please.
 - (ii) West Bengal Pollution Control Board, Paribesh Bhawan, 10A, Block-LA, Sector-III, Bidhannagar, Kolkata-700 106, for kind information.
 - (iii) Shri A. Dutta, Asst. Superintendent, Security, for kind information with a request to take necessary action for removal of such unauthorized encroachment in co-ordination with the concerned Police Authority & this Division.
 - (iv) Shri. D. Ghosh, Spl. Officer (Estate), for kind information with a request to kindly make necessary co-ordination/persuasion with the PSO & the concerned Police Station, to undertake the said encroachment removal operation/drive at the earliest.
 - (v) EM (I/C) for favour of your kind information please.

Yours faithfully,

Executive Engineer (Howrah-II)
for Estate Manager (I/C)



श्यामा प्रसाद मुखर्जी बंदरगाह, कोलकाता
सामान्य प्रशासन विभाग
भूसंपदा प्रभाग
6, फेयरली वेयरहाउस (दूसरी मंजिल), स्ट्रैंड
रोड, कोलकाता 700 001



Syama Prasad Mookerjee Port, Kolkata
General Administration Department
Estate Division
6, Fairlie Warehouse (2nd Floor),
Strand Road, Kolkata 700 001

No. Lnd. 3163/C/IV/raid-Howrah/2024/519

Dated:-22/02/2024

1361

To
The Commissioner of Police, Howrah,
28, Nityadhan Mukherjee Road,
Howrah - 711101.

Sir,

Sub: Removal of encroachment from SMPK Public Premises msg. about 5690 Sqm. adjacent to Cowies Ghat Road, Shibpur, Howrah.

Ref: This office letter Nos. Lnd. 5885/21/4096, Lnd.3163/C/IV/Raid-Howrah/22/420 & Lnd. 3163/C/IV/Raid-Howrah/2024/132 dated 10-12-2021, 15-02-2022 and 15-01-2024 respectively.

In connection with the above subject and this office letters dated 10-12-2021, 15-02-2022 & 15-01-2024 under reference, no communication has yet been received from your end.

Kindly note that a joint inspection of the subject SMPK public premises msg. about 5690 Sqm. adjacent to Cowies Ghat Road, Shibpur, Howrah was carried out on 03-01-2024 by SMPK officials along with Dy. Chairman, SMPK and Estate Manager (I/C).

During the said inspection, it was found that unauthorized persons are illegally occupying & using the above public premises for filtering the gold particles from Ganges Sand and melting it through burning process. The sacred Ganges in turn gets polluted. The entire area adjacent to the river also gets heavily affected due to the pollutants. The unauthorized persons are also polluting the Ganges by effluents. The safety and security of the lives and limbs are also at risk owing to such burning activities. The lawful tenants of SMPK may also suffer as the ongoing activities are prone to threat for life or fire. They had also erected illegal hutments thereof. The volume of encroachment on the subject area is increasing day by day and the area is becoming very prone to illegal as well as antisocial activities, which is highly illegal and objectionable. In this connection, a Sketch Map is attached for your ready reference please.

Accordingly, you are further requested to suitably advise the Shibpur Police Station for making an arrangement for removal of the unauthorized occupants from the above mentioned public premises, and to enable this office for taking further action. It is mentioned that in respect of above land there is no legal dispute pending in any court of law.

Your kind intervention in the matter is sincerely solicited.

Encl: As stated.

Yours faithfully,



Dy. Estate Manager-II
For Estate Manager (I/C)

Dr. Ravi

~~56~~**Copy forwarded to:**

EA to DCK, for favour of kind information of Dy. Chairman, SMPK, please.

Estate Manager (I/C) for information and kind perusal, please.

Shri D. Ghosh, Spl. Officer (Estate), for kind information with a request to kindly make necessary co-ordination/persuasion with the PSO & the concerned Police Station, to undertake the said encroachment removal operation / drive at the earliest, please.

1364 Shri A. Dutta, Sr. Asst. Superintendent (Port Security Organisation), for kind information with a request to take necessary action for removal of such unauthorized encroachment in co-ordination with the concerned Police Authority & this Division, please.

1362 The Officer-in-Charge, Shibpur PS, 161, Grand Trunk Road, Naora, Howrah, West Bengal 711102, for information and necessary action, please.

1363 West Bengal Pollution Control Board, Paribesh Bhawan, 10A, Block-LA, Sector-III, Bidhannagar, Kolkata-700 106, for kind information, please.

Yours faithfully,

[Signature]
Dy. Estate Manager-II
For Estate Manager (I/C)

Chandru Kumar





श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता
SYAMA PRASAD MOOKERJEE PORT, KOLKATA
Formerly Kolkata Port Trust

General Administration Department

Estate Division

6, Fairlie Warehouse, 2nd Floor,
Kolkata - 700 001

No. Lnd. 5527/II/2024/7300

Date: 01.8.24.

To
The Officer in Charge,
Shibpur Police Station,
161, Grand Trunk Rd, Naora,
Shibpur, Howrah,
West Bengal - 711 102.

5233

Sir,

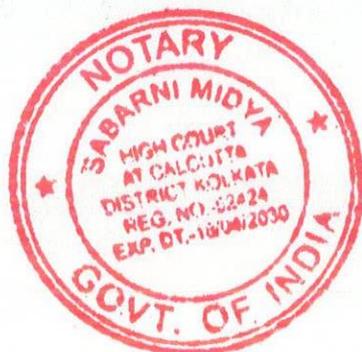
Sub:- Unauthorized encroachments on Grand Foreshore Road, River Bank (south portion of Banstalla Ghat Road) and on its road-berm.

Ref:- This office letter No. Lnd. 3163/C/IV/2023/1881 dated 19-07-2023, Lnd. 3163/C/IV/2023/2316 dated 06-09-2023 and Lnd. 5527/II/2024/521 dated 23-02-2024

In connection with the above subject, your kind attention is invited to this office letters dated 19-07-2023, 06-09-2023 & 23-02-2024 under reference the reply of which is still awaited from the your end.

2. It may kindly be noted that subject unauthorised encroachment in the form of illegal car & truck parking, stacking of remnants of idols after immersion, hutments, Khatal/Cattle Shed, cycle garage, TOTO stand, car repair, etc. are increasing day by day on Grand Foreshore Road (south side of Banshtala Ghat Road) for which, SMP, Kolkata has never conveyed any permission to anyone.

3. In view of the above, you are once again requested to kindly take necessary action as deemed fit & proper and fix up a date for removal of said unauthorized encroachment from Grand Foreshore Road and River Bank immediately.



Yours faithfully,

- Cd -

Executive Engineer (H-II)
For Estate Manager (I/C)

~~58~~**Copy forwarded to:-**

5232 (i) ✓ The Commissioner of Police, Howrah, (Kind Attn:- Sri Tathagata Peday, Central-I Division, ACP Howrah, WBPS, HPC) Howrah City Police, 28, Nityadhan Mukherjee Road, P.O & District : Howrah, Howrah - 711 101, for kind information. He is requested to kindly direct the O/C Shibpur P.S for necessary assistance to remove the encroachment and Khatal/Cattle Shed immediately.

5231 (ii) ✓ The Howrah Municipal Commissioner, 4, Mahatma Gandhi Road, Howrah - 711 101, for kind information. He is requested to kindly direct the concerned officials for taking necessary action and fixing up a date for the removal of unauthorised hutments & Khatal/Cattle Shed please.

5236 (iii) ✓ Shri A. Dutta, Asst. Superintendent (Security), for kind information. With a request take necessary action for removal of such unauthorized encroachment & Khatal/Cattle Shed immediately in co-ordination with local Police Authority.

(iv) Shri S.K. Chowdhury, Asst Estate Manager (Raid/Estate), for kind information with a request to kindly co-ordinate with PSO & Police Authority, for removal of such unauthorized encroachment and Khatal/Cattle Shed immediately.

(v) Estate Manager (I/C), for kind information please.

Yours faithfully,

Executive Engineer (H-II)
For Estate Manager (I/C)



At present
not in a
good state
of health
present
circumstances
1/8/24

By POST o/c

~~-50-~~

श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता
 SYAMA PRASAD MOOKERJEE PORT, KOLKATA
 Formerly Kolkata Port Trust
 General Administration Department
 Estate Division
 6, Fairlie Place, 2nd Floor, Kolkata-700001

9 AUG 2024

No.Lnd.3163/C/IV/24/7485

The Commissioner of Police, Howrah
 28, Nityadhan Mukherjee Road,
 Howrah, Pin-711101

9790

Sir

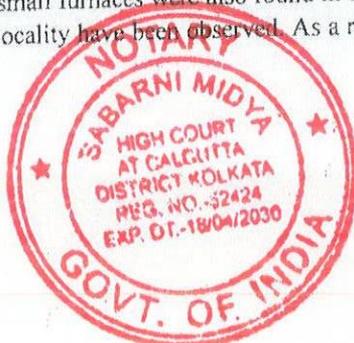
Sub:-Removal of khatal /cattle shed near Ramkristopur Ghat, Howrah and at River Bank, Shalimar, Howrah on SMPK land also removal of encroachment on SMPK public premises at Cowies Ghat Shibpur, Howrah (Sonadingi).

Ref:-This Office letters no.Lnd.5527/II/2024/7300 dated 01.08.2024, Lnd.3163/C/IV/raid Howrah/2024/519 dated 22.02.2024 (photocopies enclosed).

This is with reference to the above. We would like to draw your kind attention that at the above mentioned locations of SMPK public premises at Howrah area, unauthorised occupants are continuing with their illegal activities of running cattle shed/Khatal and are disposing waste viz., dung into River Ganga thereby causing water pollution. In a recent inspection of the subject premises on 29.07.2024, it was observed that along with running the said Khatal, two (2) no. of families are unauthorisedly occupying the vacant premises alongside the river bank of Ramkristopur Ghat and using it for residential purposes. Upon enquiry from local people, it was gathered that the said Khatal/Cattle shed is being operated by Shri Chandrama Tiwari, Shri Ramkesh Yadav and Shri Bhawar Yadav (total three no. of khatal owners), for which SMPK has never given any permission.

2. Further, on 29.07.2024 some khatal/cattle sheds are found operating at river bank of Shalimar. But at the time of the said inspection the owner of the said sheds could not be traced out. During inspection, it has been observed that large quantities of dung have been found exposed to air. The cattle sheds were also found to be unhygienic & dirty. Waste water from cattle sheds is being discharged directly to river Hooghly.

3. During the inspection at Cowies Ghat Shibpur, Howrah (Sonadingi) it was found that large numbers of labours were washing soil with hand in the SMPK's plot around Cowies Ghat premises. On enquiry from those labours, it was learned that the labours are washing soil for separation of gold particles from soil. A large number of HDPE bags filled with soil, plastic waste along with other wastes have been found on the river bank and foreshore areas where this gold separation process is in progress. It appears that the foreshore area along the river bank has been littered by those labours. During the aforesaid inspection 3 small furnaces were also found in operation. Due to the operation of such furnaces air pollution in the locality have been observed. As a result, River Ganga and the entire



~~CO~~

area adjacent to the river is getting heavily affected due to the pollution from various aforementioned sources.

4. Accordingly, you are kindly requested to advise the concerned Shibpur P.S for taking immediate steps, regarding removal of the above khatahs/cattle sheds from SMPK public premises near the river banks at Ramkristopur Ghat and Shalimar, Howrah and also for removing the encroachments by worker/labours at SMPK public premises at Cowies Ghat, Shibpur, Howrah.

5. Photographs taken during the inspection of the subject public premises on 29.07.2024 are enclosed along with Sketch Plan of the area for your kind perusal.

Encls:-As stated.

Yours faithfully,

[Signature]
19/8/24
(S.Sinha)

Estate Manager (I/C)

Chakrabarti

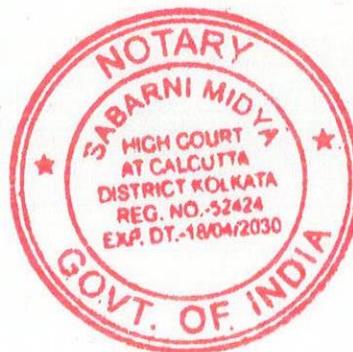
Copy to:-

(i) Sri Tathagata Pandey, WBPS, Asst. Commissioner of Police, (Central Division-I), HPC, appointed as Nodal officer, in terms of Memo No.249/CP dated 06.03.2024 from Commissioner of Police, Howrah, for kind information please.

(ii) The Officer-in-Charge, Shibpur P.S, 161, G.T Road, Shibpur, Howrah, Pin:-711102 for kind information and necessary steps in the subject mentioned above.

(iii) West Bengal Pollution Control Board, Paribesh Bhawan, 10A, BlockLA, Sector-III, Bidhannagar, Kolkata-700106, for kind information please.

Estate Manager (I/C)



ANNEXURE - "H"

SHRI INDRA NARAYAN CHOUDHURY

Email

Joint Inspection & Discussion on the action plan for compliance of the Order of Hon'ble National Green Tribunal, Eastern Zone Bench, Kolkata in the matter of OA No. 20/2022/EZ, OA No. 33/2024/EZ & OA No. 40/2024/EZ

From : SAIKAT SENGUPTA <salkat.sengupta@kolkataporttrust.gov.in> Thu, Aug 28, 2025 10:41 AM
 Subject : Joint Inspection & Discussion on the action plan for compliance of the Order of Hon'ble National Green Tribunal, Eastern Zone Bench, Kolkata in the matter of OA No. 20/2022/EZ, OA No. 33/2024/EZ & OA No. 40/2024/EZ 1 attachment
 To : CP, Kolkata <cp@kolkatapolicе.gov.in>, mc@kmcgov.in
 Cc : Jt. CP HQ <jtcphq@kolkatapolicе.gov.in>, DC PORT <dcport@kolkatapolicе.gov.in>, DC, ND <dcnorth@kolkatapolicе.gov.in>, nandinighosh jsudma <nandinighosh.jsudma@gmail.com>, dg swm <dg_swm@kmcgov.in>, s chattopadhyay <s_chattopadhyay@kmcgov.in>, dg eh heritage <dg_eh_heritage@kmcgov.in>, SHRI INDRA NARAYAN CHOUDHURY <irtp@kolkatapolicе.gov.in>, North Port PS <northportps@kolkatapolicе.gov.in>, Chief Engineer <ce@kolkataporttrust.gov.in>, SATYABRATA SINHA <ssinha@kolkataporttrust.gov.in>, Dy Chairman KDS <dy.chairman.kds@kolkataporttrust.gov.in>, Shri Rathendra Raman, IRTS, Chairman SMPK <chairman@kolkataporttrust.gov.in>

To
 The Commissioner of Police Kolkata Police & The Municipal Commissioner KMC

Sir

Good morning & Seasons Greetings. We appreciate the cooperation extended by the teams of Kolkata Police & KMC to Syama Prasad Mookerjee Port Authority, Kolkata.

Kindly consider perusal of the trail mail from the Municipal Commissioner, KMC and the attached letter & subject order of Hon'ble NGT dated 04/07/2025.

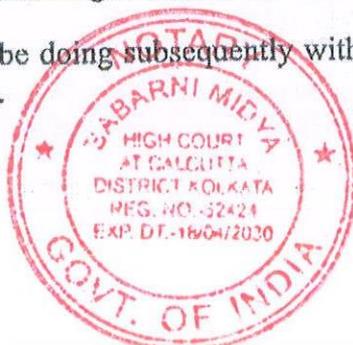
Para 5 of the said order states that ".....to minimize the plastic waste of the Ganga Ghats on both banks of River Hooghly, at least 100 metres area around the ghats should be declared as "Plastic Free Zone" and the use of plastic in this area should be completely banned."

In order to plan the action points for the compliance of the above order of the Hon'ble National Green Tribunal with the assistance from Kolkata Police & KMC, Syama Prasad Mookerjee Port Authority (SMPA) proposes to organise a joint inspection of the concerned Ghats on 02.09.25 at 1130 hrs.

Kindly consider requesting concerned officers of KMC & Kolkata Police to attend the said inspection. Assembly point will be Judges Ghat at 1130 hrs on 02/9/25.

Similar joint exercise we shall be doing subsequently with Howrah Police Commissionerate & Howrah Municipal Corporation.

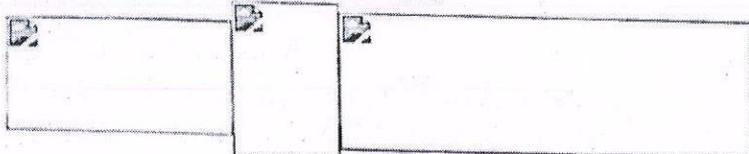
Regards / नमस्कार



F/D PK.
 Sgt. A. Paul to assist.
 Ch
 PPH
 28/08/25

Saikat Sengupta / सैकत सेनगुप्ता
 Security Advisor I/c
 सुरक्षा उपोदेष्टा (आई/सी)
 Port Security Organisation / पोर्ट सुरक्षा संगस्था
 Kolkata Dock System / कोलकाता डॉक सिस्टम
 Syama Prasad Mookerjee Port Kolkata
 स्यामा प्रसाद मुखर्जी पोर्ट कोलकाता
 Ministry of Ports, Shipping & Waterways
 पत्तन, पोत परिवहन और जलमार्ग मंत्रालय
 Government of India
 भारत सरकार
 Mobile / दूरवासा +91 9434031382

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From: mc@kmcgov.in
 To: "Shri Rathendra Raman, IRTS, Chairman SMPK" <chairman@kolkataporttrust.gov.in>
 Cc: "nandinighosh jsudma" <nandinighosh.jsudma@gmail.com>, "dg swm" <dg_swm@kmcgov.in>, "s chattopadhyay" <s_chattopadhyay@kmcgov.in>, "dg eh heritage" <dg_ch_heritage@kmcgov.in>
 Sent: Monday, August 18, 2025 12:43:50 PM
 Subject: Order of Hon'ble National Green Tribunal, Eastern Zone Bench, Kolkata in the matter of OA No. 20/2022/EZ, OA No. 33/2024/EZ & OA No. 40/2024/EZ

Sir/Madam,

I am directed to forward the letter of the Municipal Commissioner, KMC along with the order of Hon'ble NGT dated 04/07/2025 regarding the above captioned subject.

Please find the attachment for details.

With regards,
 OSD to Municipal Commissioner
 Kolkata Municipal Corporation

 KMC Letter & NGT Order-Plastic Free Zone around Ghats.pdf
 2 MB



ShriRathendraRaman

Shival Jain, IAS
MUNICIPAL COMMISSIONER



KOLKATA MUNICIPAL CORPORATION
5, S.N. BANERJEE ROAD • KOLKATA - 700 013
Phone : 2286 1234 Fax : 2286 1434/1334
e-mail : mc@kmcgov.in

No. Con/Com/58/OA 20-2022/2025-26

Date: 14/08/2025

To
The Chairman,
Syama Prasad Mookerjee Port,
15, Strand Road, Kolkata-700001

Sub: Order of Hon'ble National Green Tribunal, Eastern Zone Bench, Kolkata in the matter of OA No. 20/2022/EZ (Suprova Prasad v/s Ministry of Environment, Forest & Climate Change & Ors.), OA No. 33/2024/EZ (Subhas Datta v/s State of West Bengal & Ors.) and OA No. 40/2024/EZ (Ankur Sharma v/s State of West Bengal & Ors.).

Sir,

In connection with the above, please find attached herewith the order of Hon'ble NGT dated 04/07/2025 with reference to Para 5 which states that "..... to minimize the plastic waste of the Ganga Ghats on both banks of River Hooghly, at least 100 metres area around the ghats should be declared as "Plastic Free Zone" and the use of plastic in this area should be completely banned."

As the area around the ghats comes under the jurisdiction of the Port authority, you are requested to take necessary action to comply with the order of Hon'ble NGT.

Thanking you,

Yours faithfully,

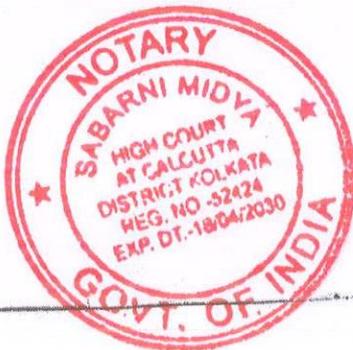
Shival Jain
Municipal Commissioner

Encl: As stated.

Copy forwarded for kind information:-

1. Senior Special Secretary to the Govt. of West Bengal, Department of Urban Development & Municipal Affairs, Nagarayan, DF-8, Sector-I, Salt Lake, Kolkata - 700064,
Email: nandinighosh.jsudma@gmail.com
2. CME (SWM), KMC
3. DG (E & H), KMC

Shival Jain
Municipal Commissioner



Shot on OnePlus

Item Nos.08&09&10

- 84 -
Court No.1

**BEFORE THE NATIONAL GREEN TRIBUNAL
EASTERN ZONE BENCH, KOLKATA
(THROUGH PHYSICAL HEARING WITH HYBRID MODE)**

Original Application No.20/2022/EZ

Suprova Prasad		Applicant(s)
	Versus	
Ministry of Environment, Forest & Climate Change & Ors.		Respondent(s)

With

Original Application No.33/2024/EZ

Subhas Datta		Applicant(s)
	Versus	
State of West Bengal & Ors.		Respondent(s)

With

Original Application No.40/2024/EZ

Ankur Sharma		Applicant(s)
	Versus	
State of West Bengal & Ors.		Respondent(s)

Date of hearing: 04.07.2025

**CORAM: HON'BLE MR. JUSTICE B. AMIT STHALEKAR, JUDICIAL MEMBER
HON'BLE DR. ARUN KUMAR VERMA, EXPERT MEMBER**

For Applicant(s) : Ms. Paushali Banerjee, Amicus Curiae
(in OA-20/2022/EZ)

For Respondent(s): Mr. Ashok Prasad, Adv. for R-2, 8 & 13 (in Virtual Mode),
Mr. Dipanjan Ghosh, Adv. for WBPCB,
Mr. Surendra Kumar, Adv. for R-5 (in Virtual Mode),
Mr. Nayan Chand Bihani, Sr. Adv. a/w
Ms. Susmita Chatterjee, Adv. for R-6 (in Virtual Mode),
Ms. Madhumita Bhattacharjee, Adv. (in Virtual Mode) a/w
Mr. Sibojyoti Chakrabarti, Adv. for State,
Mr. Sibojyoti Chakrabarti, Adv. for UD&MA,
Mr. Kallol Basu, Adv. a/w
Mr. Snehashis Sen, Adv. for R-7 (in Virtual Mode),
Ms. Amrita Pandey, Adv. for R-9, 11 & 12 (in Virtual Mode),
Mr. Soumyajit Bhatta, Adv. for R-15 (in Virtual Mode),
Mr. Ayan Banerjee, Adv. a/w
Ms. Debasree Dhamali, Adv. for R-16 (in Virtual Mode),

For Applicant(s) : None
(in OA-33-2024-EZ)

For Respondent(s): Ms. Madhumita Bhattacharjee, Adv. a/w
Mr. Sudip Kr. Dutta, Adv. for R-1,4,5&9 (in Virtual Mode),



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Mr. Ashok Prasad, Adv. for R-2 (in Virtual Mode),
 Mr. Rajib Ray, Adv. for R-3 (in Virtual Mode)
 Mr. Dipanjan Ghosh, Adv. for R-6,
 Mr. Nayan Chand Bihani, Adv. (in Virtual Mode) a/w
 Mr. Sibojyoti Chakrabarti, Adv. for R-7,
 Ms. Amrita Pandey, Adv. for R-8 (in Virtual Mode)

For Applicant(s) : Mr. Ankur Sharma, in person
 (in OA-40-2024-EZ)

For Respondent(s): Ms. Madhumita Bhattacharjee, Adv. a/w
 Mr. Rajib Ray, Adv. for R-1,4,5&8 (in Virtual Mode),
 Ms. Rashmi Singhee, Adv. for R-2 (in Virtual Mode),
 Mr. Surendra Kumar, Adv. for R-3 (in Virtual Mode),
 Mr. Sibojyoti Chakrabarti, Adv. for R-6,
 Ms. Amrita Pandey, Adv. for R-7 & 9 (in Virtual Mode),
 Mr. Ashok Prasad, Adv. for R-10 (in Virtual Mode)

ORDER

1. Ms. Paushali Banerjee, the Amicus Curiae is present in Original Application No.20/2022/EZ.
2. Affidavit dated 03.07.2025 has been filed by the Amicus Curiae ; the same is taken on record.
3. In paragraph 3 of this affidavit, a Chart has been filed by the Amicus Curiae showing various pending projects and Ms. Paushali Banerjee submits that no timelines have been given for completion of these projects.
4. Ms. Madhumita Bhattacharjee, learned Counsel appearing (in Virtual Mode) for the State Respondents, Government of West Bengal shall examine this issue and file its affidavit giving the timelines before the next date of listing.
5. In paragraph 5 of the affidavit dated 03.07.2025, it is also stated that to minimize the plastic waste of the Ganga Ghats on both banks of the river Hooghly, at least 100 meters area around the ghats should be declared as 'Plastic Free Zone' and the use of plastic in this area should be completely banned. Learned Counsel submits that unless this area of 100 mtrs. of each side of Ghat is



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not declared as Plastic Free Zone, the State Government will not be able to enforce plastic free in the area. The State Government shall also consider this aspect of the matter in its affidavit by the next date of listing

6. A request for adjournment has been sent by Mr. Subhas Dutta, the Applicant in connected Original Application No.33/2024/EZ.
7. Since the Original Application No.20/2022/EZ, Original Application No.33/2024/EZ and Original Application No.40/2024/EZ are interconnected, we adjourn these matters.
8. Ms. Amrita Pandey, learned Counsel holding brief of Mr. Ghanshyam Pandey, learned Counsel is present (in Virtual Mode) on behalf of the Respondent No.7, West Bengal Pollution Control Board in Original Application No.40/2024/EZ.
9. **List on 09.09.2025.**

.....
B. Amit Sthalekar, JM

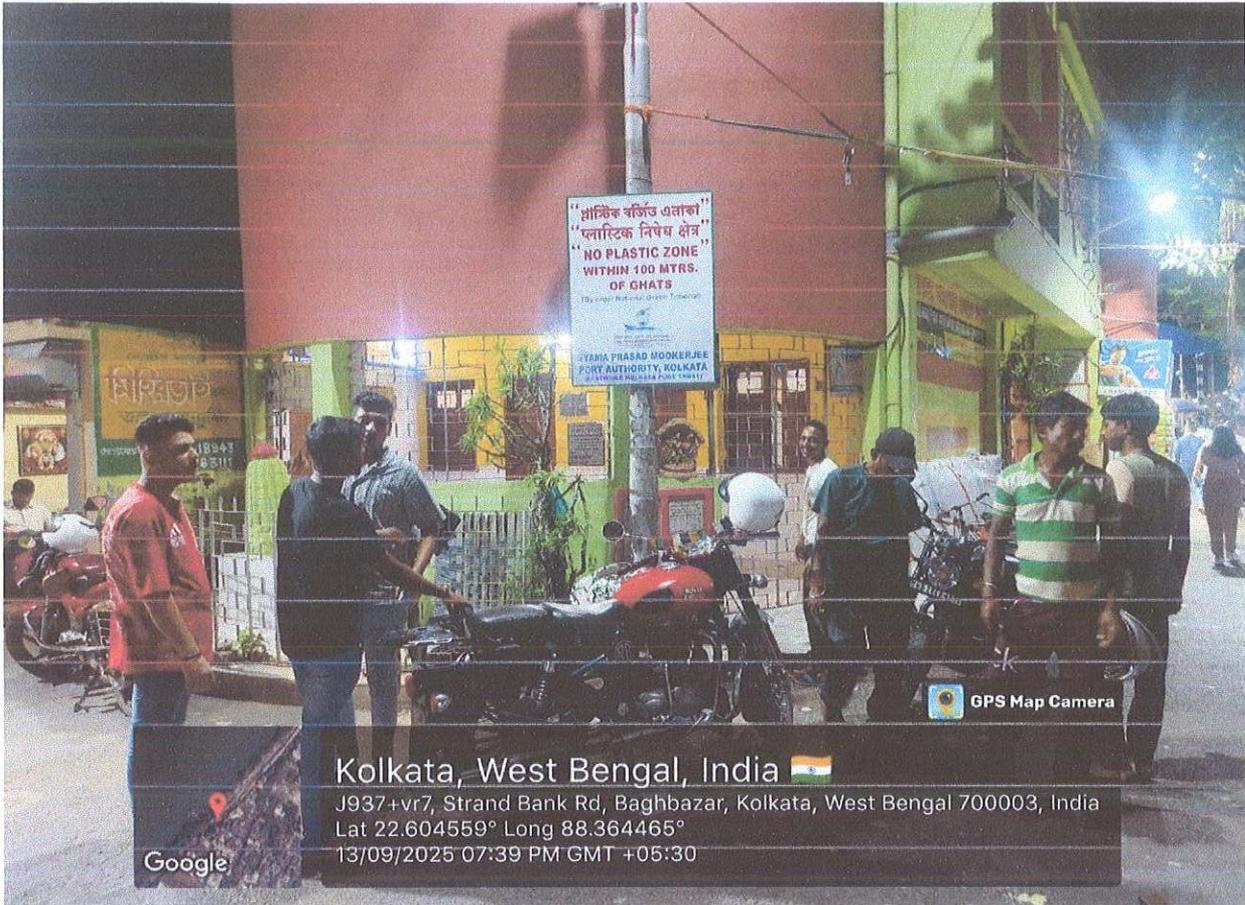
.....
Dr. Arun Kumar Verma, EM

July 04, 2025,
 Original Application No.20/2022/EZ
With
 Original Application No.33/2024/EZ
With
 Original Application No.40/2024/EZ
 SKB



R4

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NOTARY
SABARNI MIDYA
HIGH COURT
AT CALCUTTA
DISTRICT KOLKATA
HEG. NO.-52*24
EXP. DT.-18/04/2030
GOVT. OF INDIA

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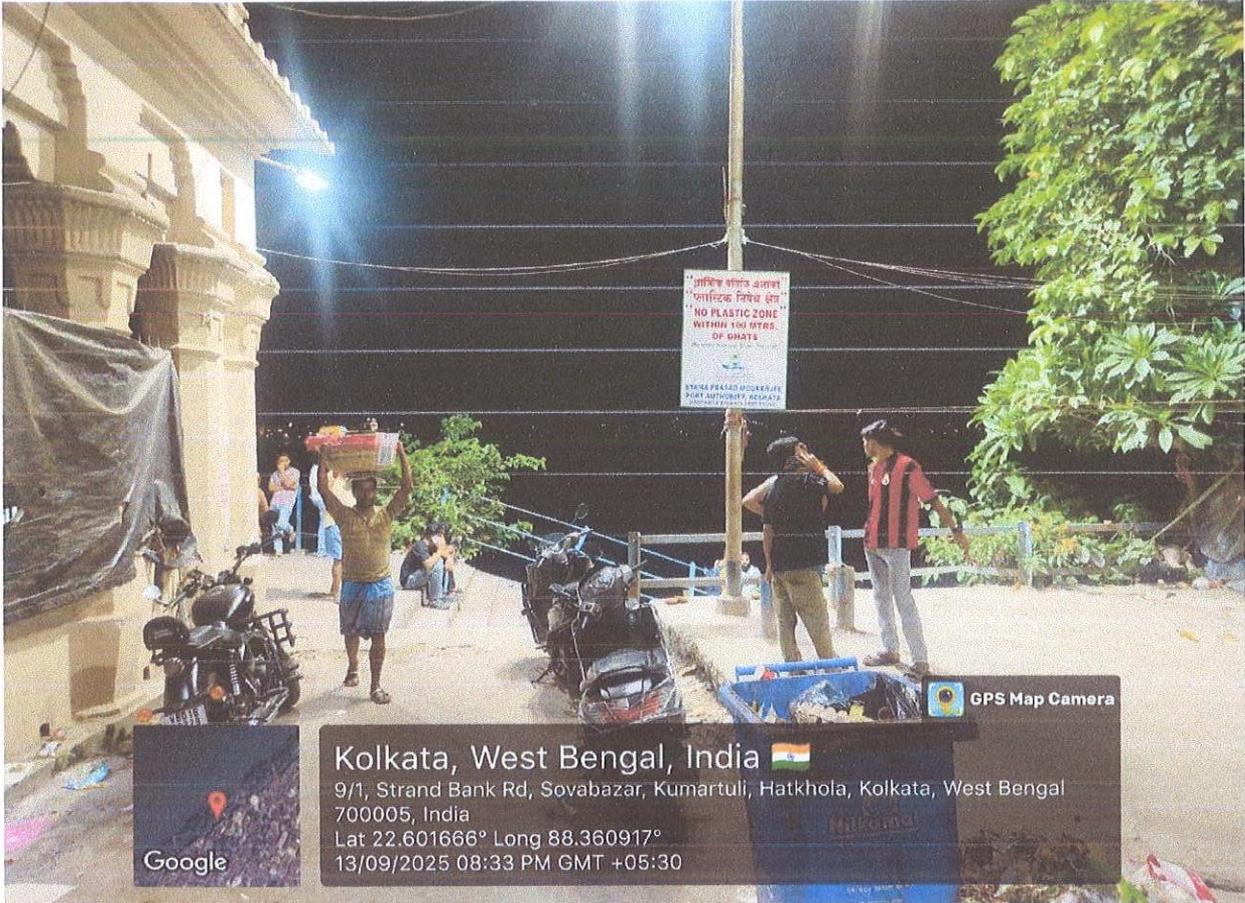
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“VAKALATNAMA”

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

O. A. No. 33 of 2024

SUBHAS DUTTA

...Applicant

-Versus-

THE STATE OF WEST BENGAL & ORS.

...Respondents

KNOW ALL MEN by these that I Satyabrata Sinha, Authorized Representative of Syama Prasad Mookerjee Port, Kolkata do hereby in our name and in our behalf constitute and appoint, Advocate Sri Snehashis Sen, Ayan Sarkar, Aritraa Dhar, C/o. S. Jalan & Company, 10, Old Post Office Street, 3rd Floor, Room No. 90 & 91, Kolkata 700 001 as my true and lawful Pleader/Advocate and Attorney to appear and act for us in the matter noted above to file written statement, affidavits, petitions, conduct suit, appeal from original suit decree or order etc., and for that purpose to do all acts and things, whatsoever in that connection including compromise of the above matter, depositing in or withdrawing money from filing or taking out of, appear, document and payment order from Court, referring matter in dispute between the parties here to arbitration, release from attachment, filing execution or miscellaneous cases and other petitions, obtaining payment from us out of Court, withdrawing, custody and other fees and doing on our behalf such other acts in the above matters as are necessary and proper.

We hereby agree to ratify and confirm all acts so done by the said Advocate or Attorneys as our own acts and as if done by us to all intents and purposes.

Date: 25/11/2025

ADVOCATE

Sri Snehashis Sen, Advocate
Sri Ayan Sarkar, Advocate
Sri Aritraa Dhar, Advocate
Mob. No. 8017141985
C/O. S Jalan & Company,
10, Old Post Office Street,
Right Wing, 3rd Floor, Kolkata- 700001

Satyabrata Sinha

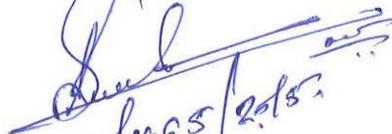
Dr. Sinha / S. Sinha
Syama Prasad Mookerjee Port (SPM)
Syama Prasad Mookerjee Port (SPM)
Syama Prasad Mookerjee Port (SPM)
Syama Prasad Mookerjee Port (SPM)

Received the Vakalatnama directly
from the executor being satisfied
and accepted by me

Surbashini Sen.

WB/1223/2012

Received & accepted as above,


WB/1465/2015

Received & accepted as above

Anitrou Dhan
Adh.

F/3714/2023

रथेंद्र रमण, आई.आर.टी.एस.
अध्यक्ष

RATHENDRA RAMAN, I.R.T.S.
Chairperson



श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता
SYAMA PRASAD MOOKERJEE PORT, KOLKATA
Formerly Kolkata Port Trust

15, स्ट्रैंड रोड : 15, Strand Road
कोलकाता-700 001 : Kolkata-700 001
दूरभाष : : Phone :
दफ्तर : 2230-5370 : Office: 2230 5370
फैक्स : 2230-4901 : Fax : 2230 4901

TO WHOM IT MAY CONCERN

Letter of Authorization

I, Rathendra Raman, being the Chairperson of the Board of Major Port Authority for Syama Prasad Mookerjee Port, Authority (earlier known as Kolkata Port Trust) do hereby authorize Shri Satyabrata Sinha, son of Shri Kula Chandra Sinha, aged about 56 years, working as Estate Manger(I/C) under Estate Division of Syama Prasad Mookerjee Port, Authority, to execute Vakalatnama , affirm/sign or file, any petition/ application/ affidavit in connection with OA 33 of 2024 (Subhash Dutta versus State of West Bengal and Others) pending before the National Green Tribunal, Eastern Bench, Kolkata and in any other proceedings connected or incidental thereto.


(Rathendra Raman)

Chairperson of the Board of Major Port Authority

For Syama Prasad Mookerjee Port, Authority

Accepted by me



Satyabrata Sinha
Estate Manager(I/C)
Estate Division
Syama Prasad Mookerjee Port, Authority



**NATIONAL GREEN TRIBUNAL
EASTERN ZONE BENCH,
KOLKATA**

I.A. NO. OF 2025

**ORIGINAL APPLICATION NO.
33/2024/EZ**

**SYAMA PRASAD
MOOKERJEE PORT,
KOLKATA (SMPK)
... Applicant**

Versus

SUBHAS DUTTA & ORS.

**...Original Applicant /
Respondents**

**AN APPLICATION FOR
IMPLEADING AS PARTY
RESPONDENT IN THE
ORIGINAL APPLICATION ON
BEHALF OF APPLICANT**

SNEHASHIS SEN

ADVOCATE

Mobile: 9831170402

Email: snehashis@sjalanco.in



26 NOV 2025