

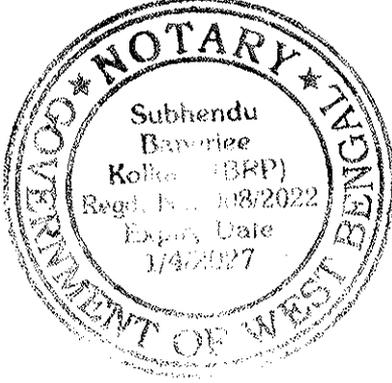
SL. No. 03/24

-511-

BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL

EASTERN ZONE BENCH, KOLKATA

ORIGINAL APPLICATION NO. 151/2022/EZ



In the matter of:

SubhasDatta

... Applicant

Versus

The State of West Bengal &Ors.

... Respondents

AFFIDAVIT ON BEHALF OF THE RESPONDENT NUMBER 05, THE DIGHA SHANKARPUR DEVELOPMENT AUTHORITY.

INDEX

SL	PARTICULARS	ANNEXURE	PAGE
1.	Affidavit		511- 516
2.	Agreement dated December 02, 2020	A	517- 521
3.	Agreement dated December 02, 2020	B	522- 526

Filed by:

*Soumya Mukherjee*

SOUMYA MUKHERJEE

Advocate

For The DighaShankarpur Development Authority

Email: [soumya.97.mukherjee@gmail.com](mailto:soumya.97.mukherjee@gmail.com)

Mob: 9830511997

11 2 FEB 2024

BEFORE THE HON'BLE  
NATIONAL GREEN TRIBUNAL

EASTERN ZONE BENCH,  
KOLKATA

O. A. NO. 151/2022/EZ

In The Matter of:

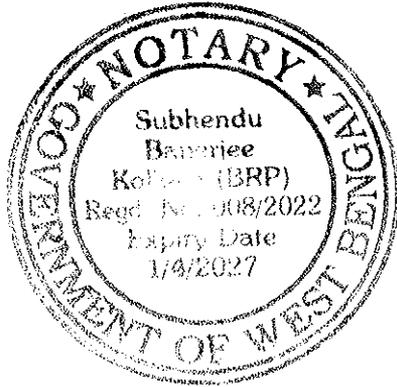
SubhasDatta

... Applicant

Versus

The State of West Bengal &Ors.

... Respondents



AFFIDAVIT ON BEHALF OF THE  
RESPONDENT No. 05, THE  
DIGHASHANKARPUR  
DEVELOPMENT AUTHORITY

SOUMYA MUKHERJEE  
Advocate

For The DighaShankarpur Development Authority

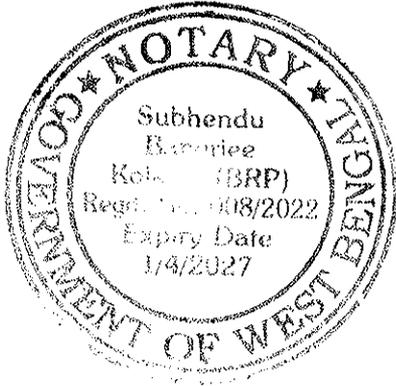
Email: [soumya.97.mukherjee@gmail.com](mailto:soumya.97.mukherjee@gmail.com)

Mob: 9830511997.

12 FEB 2024

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

ORIGINAL APPLICATION NO. 151/2022/EZ



In The Matter of:  
SubhasDatta

... Applicant

Versus

The State of West Bengal &Ors.

... Respondents

AFFIDAVITON BEHALF OF THE RESPONDENT NUMBER 05, THE DIGHA SHANKARPUR DEVELOPMENT AUTHORITY.

I, Shouvik Bhattacharya, son of J.N Bhattacharya, aged about 46 years, by faith Hindu, by occupation- service, working for gain at DighaShankarpur Development Authority, do hereby solemnly affirm and say as follows:-

1. That I am Vice Chairman & Executive Officer in charge of the DighaShankarpur Development Authority. I am well-acquainted with the facts and circumstances of the case and as such, am competent affirm this affidavit.
2. I state that the instant Affidavit is being affirmed pursuant to the liberty granted by the Hon'ble National Green Tribunal, Eastern Zone Bench vide its Order dated January 18, 2024.
3. I state that though an Affidavit has been filed by the respondent no. 5 dated February 03, 2023 but due to inadvertence some facts have not been incorporated in the said Affidavit pertaining to "Dheusagar", though they are relevant to the instant case.

12 FEB 2024

4. I state that in respect of "Dheusagar", the DSDA has constructed the lavatory block along with some landscaping for beautification within the park.

5. I state that vide an agreement dated December 02, 2020, the said park has been leased out to an agency, namely DLPC Developer Private Limited.

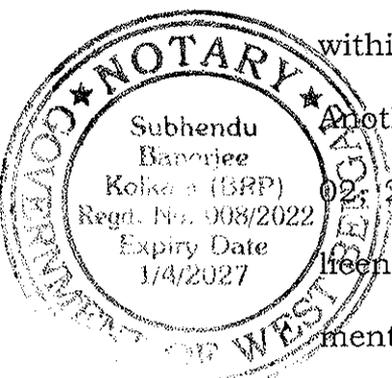
A copy of the said Agreement is annexed hereto and marked with the letter "A"

6. I state that as per Clause 17 of the said agreement the licensee was not allowed to alter or modify any building or any area. As per Clause 37, the licensee was under an obligation to adhere to the norms of environmental regulations. Furthermore, as per Clause 40, the licensee was permitted to introduce other activities with the prior permission of the licensor. All the alleged constructions, except those carried out by DSDA as stated hereinabove, have been carried out by the licensee without obtaining prior approval of DSDA.

7. I state that it was detected in 2022 that the licensee had encroached about 7 acres of adjacent land and has constructed seven treehouses within the park without obtaining prior approval of the DSDA.

Another agreement was executed between the parties on December 02, 2022, inter alia, imposing a charge of Rs. 14,00,000/- upon the licensee for such unauthorized constructions. It is also pertinent to mention that as per Clause 6 of the said agreement, the licensee was obliged to follow the CRZ Rules and Regulations as issued from time to time.

A copy of the said agreement is annexed hereto and marked with the letter "B".



12 FEB 2024

8. That it is most humbly prayed that this Hon'ble Tribunal may pass such Order/Orders as it deems fit and proper in the interest of justice and fair play.

*Showik Bhattacharya*

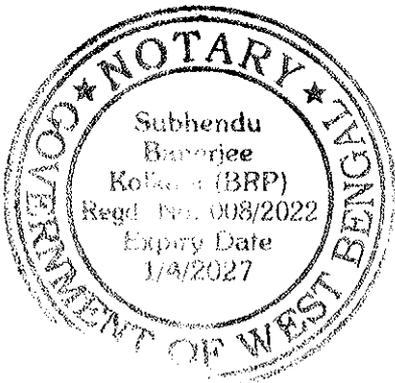
Identified by me

Deponent

*Sourmya Mukherjee*

Advocate

For The DighaShankarpur Development Authority



12 FEB 2024

**VERIFICATION**

Verified at Kolkata by the deponent above named on this 12<sup>th</sup> day of February, 2024 and state that the statements made in paragraphs 1 and 2 are true to my knowledge, those made in paragraphs 3 to 7 are true to the information derived from the records of the case which I verily believe to be true and those made in paragraph 8 are my respectful submissions before this Hon'ble Tribunal.

*Shouvik Bhattacharya*

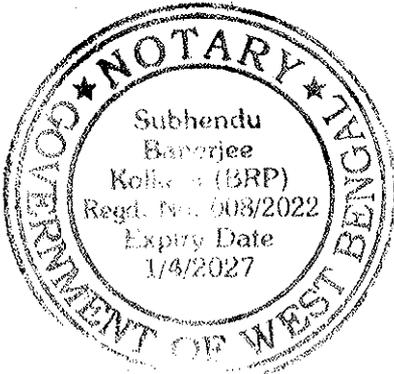
Identified by me

*Soumya Mukherjee*

Advocate

For The DighaShankarpur Development Authority

Deponent



Solemnly Affirmed and  
Declared before me (U/S 139  
CPC (U/S 297 (C) Cr. P.C

*Banerjee*  
Notary

12.02.2024

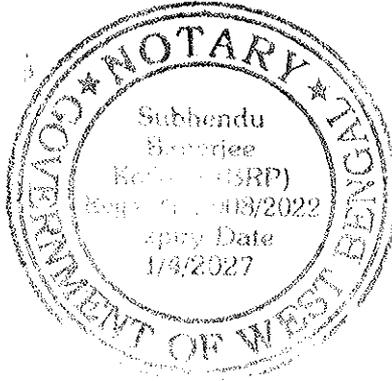
**SUBHENDU BANERJEE**  
Notary, Govt. of W.B.  
Regd. No.-008/2022  
Advocate, High Court, Calcutta

12 FEB 2024



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

AD 844736



DEED OF AGREEMENT

THIS AGREEMENT is made this 2nd day of December... 2020 BETWEEN THE DIGHA SANKARPUR DEVELOPMENT AUTHORITY hereinafter called "LICENSOR" of the One Part and DLPC DEVELOPER PRIVATE LIMITED, 247, RAJDANGA MAIN ROAD, Kolkata - 700107 hereinafter called the "LICENSEE" of the Other Part.

Whereas an online E.O.I. for the Licenseeship of Amenity Centre, Toilet Complex, Parking facilities, Organising Cultural Programmes, dancing fountain & some amusement activities at "Dheu Sagar", under DSDA was invited;

And

Whereas the offer of the licensee which is being Rs. 10,16,000/- per year has been accepted by the Licensor;

DLPC DEVELOPER PRIVATE LIMITED

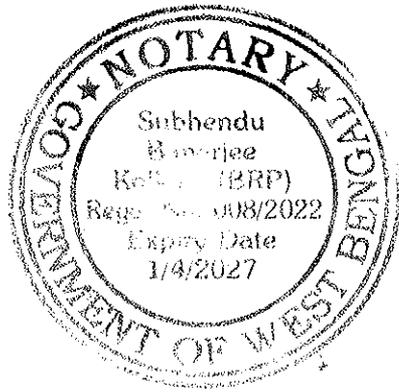
Director

Executive Officer,  
Digha Sankarpur Dev. Authority  
Special Officer, U.S. & M.A. Deptt.

STAMP RECEIVED FROM  
 CONTAI TREASURY  
 \* 22 JUL 2020 \*  
 M.M. BEGG (Stamp Vendor)  
 Contai S.D.O's Office.

কাঁথি মহকুমা শাসক অফিস

ক্রমিক নং- ৩৮৫  
 প্রেরতার নাম- *শ্রী সুনীল কুমার*  
 পিতা- *শ্রী ব্রজেন চন্দ্র*  
 পিতৃ নাম- *শ্রী ব্রজেন চন্দ্র*  
 তারিখ- ১৫/০৭/২০২২  
 স্থান- *কলকাতা*  
 ট্যাক্স ভোগার- *৩৮৫/২০২২*



And

Whereas the licensor has accepted the said rate and agreed to grant the license to the licensee;

And

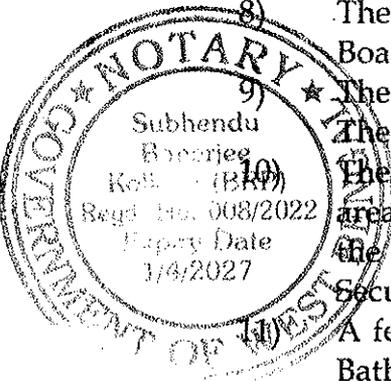
Whereas the parties agreed on the terms and conditions of the License hereinafter mentioned;

And

Whereas this agreement will be made in two separate original sets and each copy will be kept in the custody of both the parties.

Now therefore it is agreed by the aforesaid parties as follows :-

- 1) The licensee shall have to run the Amenity Centre, Toilet Complex, Toy Train, Children Park, Boating, Parking facilities, maintain & keep the beautified area neat & clean & organize cultural programme at Dheu Sagar on every Saturday & Sunday and any other special day.
- 2) The license period will be of 01 (One) year which may be renewed every year upto 12 (Twelve) years in normal course by paying the license fees in advance in every year.
- 3) The license period will be extended for another 12 (Twelve) years subject to satisfactory past performance of the licensee with new terms and condition.
- 4) The cultural programme at "Dheu Sagar" shall have to be organized at his/her own expenses in every Saturday & Sunday and any special day from 7.00 P.M. to 10 P.M. by the successful bidder.
- 5) A list of artists for stage performance at "Dheu Sagar" shall be submitted to the Executive Officer, DSDA on behalf of licensor for approval in advance.
- 6) Govt./DSDA may organize programme as & when required at "Dheu Sagar" at least 10 days in a year.
- 7) An entry fee of Rs. 5.00 may be collected by the licensee from the visitors to enter into the beautified area.
- 8) The licensee may collect an entry fee for enjoying Toy Train, Children Park, Boating etc.
- 9) The licensee should maintain the entire beautified area at his/her own cost.
- 10) The entire area shall be kept neat & clean all the time.
- 11) The officials on behalf of licensor may visit the site any time to inspect the area whether it is in good condition or not. If the area is not neat and dean, the licensor reserves the right to cancel the agreement and forfeit the Security deposit.
- 12) A fee of Rs. 2.00 for using Toilet and Rs. 5.00 for Latrine and Rs. 5.00 for Bath-cum-changing may be collected by the selected licensee from the users per use.
- 13) A fee of Rs. 10/- per hour for Small Car may be collected by the selected licensee from the users for using parking space.
- 14) The licensee shall keep the entire area and 'its surrounding area neat, clean, sanitary and good condition and also free from all kinds of nuisance at his own expenses.
- 15) Use of plastics is completely banned in the said area.
- 16) Selling of alcohol, tobacco products is completely banned in the area.

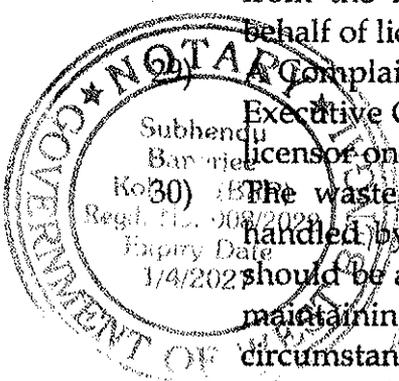


**DLPC DEVELOPER PRIVATE LIMITED**

*[Signature]*  
**Director**

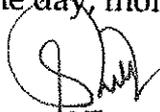
*[Signature]*  
**Executive Officer,  
Digha Sankarpur Dev. Authority  
& Special Officer, U.D. & M.A. De**

- 16) The licensee shall follow the general guidelines as may be suggested by the Executive Officer, DSDA on behalf of licensor for the convenience of the tourists etc.
- 17) The licensee shall not be allowed to alter or modify any building or any area.
- 18) The license is purely temporary and will not create any right over the area.
- 19) The licensee shall have to pay the electric consumption charges for the entire project.
- 20) The licensee shall have to bear, pay and discharge all existing and future rates, taxes, assessments duties impositions and outgoings whatsoever if any payable or assessed in respect of the entire area under his possession.
- 21) The licensee shall not have the right to assign, transfer charges or sublet any structure/land in respect of which this leave and license is granted.
- 22) The licensee shall make his own arrangement for necessary furniture and others for running the said Project.
- 23) The licensor shall be entitled to terminate license if the services of the licensee be found unsatisfactory on giving one month's notice to the licensee.
- 24) After expiry of license period the licensee may take away all the fittings/furnitures which he/she provided.
- 25) The licensee shall make his own arrangement for cooking, crockeries, cooking apparatus etc.
- 26) The licensee shall have to supply fresh, pure, clean and wholesome food free from all impurities and adulteration. The Executive Officer, Digha Sankarpur Development Authority on behalf of licensor will have the right to take sample of cooked food for examination on receipt of any complaint from the tourists/visitors.
- 27) The licensee shall not allow any unlawful activities in the demised/ licensed area.
- 28) The licensee shall at his own costs do all such petty repairs of Civil, Electrical and plumbing etc. as may be necessary after obtaining written permission from the Executive Officer, Digha Sankarpur Development Authority on behalf of licensor in the demised area.
- 29) Complaint book shall be maintained by the licensee and presented to the Executive Officer, Digha Sankarpur Development Authority on behalf of the licensor once in a month for checking the remarks of the tourists/visitors.
- 30) The waste materials so generated for running the said business will be handled by the licensee as per guidance of the DSDA. No waste materials should be allowed to decompose or disposed off inside the licensed area for maintaining ecological balance and no littering will be allowed under any circumstances.
- 31) After expiry of the license, the licensee shall be liable to handover the possession of the said area to the licensor, failing which necessary legal action will be taken against the licensee.
- 32) If the licensee commits any violation of the terms and conditions, the licensor would be at liberty to terminate the agreement by giving one month's written notice to the licensee.
- 33) Complete hygiene and Cleanliness has to be maintained in the licensed area. Any litter thrown anywhere in the licensed area due to the activities of the licensee the same has to be cleared/collected by the licensee.



- 34) The licensee will be liable to clean the area of licensed area day to day, failing which the licensor will have the right to cancel the license and forfeit the security money at any time by giving 30 days notice.
- 35) The licensee will be solely responsible for all payments and observance and compliance of relevant provision of laws/rules/regulations etc. in respect of his employees and running the business in the licensed premises. The licensor will have no liabilities whatsoever with regard to such statutory compliances and payments.
- 36) The licensee shall be responsible for any dispute whatsoever with his employees and keep the licensor indemnified in this regard.
- 37) The licensee shall abide by all relevant rules and regulations of the Govt. as issued from time to time and must obtain all licenses, consents and permits, as may be required for running the business from time to time from the licensor. The licensee shall be responsible for adhering to the norms of Environmental regulations. The licensee shall keep DSDA duly informed about any change in the status of the licensee.
- 38) The licensor shall give possession to the licensee after deposition of license fees for the 1<sup>st</sup> year and a security deposit of Rs. 50,000/-
- 39) The licensee shall be bound to do all his activities within the area given possession by the licensor and shall not encroach other area than shown in the attached sketch map. The licensor reserve the right to cancel this agreement without assigning any reason if the licensor encroach other area than shown in the map.
- 40) The licensee may introduce other activities within the licensed area with written permission from the licensor for which the licensee shall have to deposit a negotiated amount to the licensor.

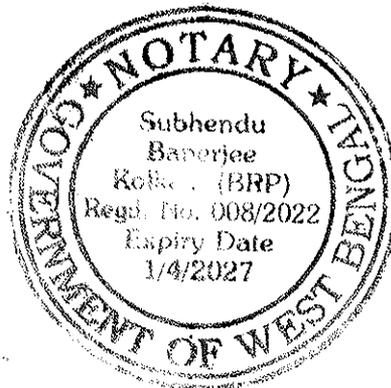
In witness whereof the Parties to these presents have here unto set & subscribed their respective hands the day, month and year first above written.



**Executive Officer,**  
 Signed for and **Digha Sankarpur Dev. Authority** (DSDA)  
 & **Special Officer, U.D. & M.A. Deptt.**  
 By the Executive Officer, Digha Sankarpur Development Authority.

In presence of  
 1.

2. *Sibu Saboo*



SIGNED BY & on behalf of the  
**DLPC DEVELOPER PRIVATE LIMITED** ..... (Licensee).

In the presence of *Director*



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

AP 430779

## DHEWSAGAR

### DEED OF AGREEMENT OF PERMISSIVE POSSESSION

This AGREEMENT is made this 2<sup>ND</sup> day of December, 2022 BETWEEN THE DIGHA SANKARPUR DEVELOPMENT AUTHORITY hereinafter called "LICENSOR" of the One Part and DLPC DEVELOPER PRIVATE LIMITED, 247, RAJDANGAMAIN ROAD, Kolkata – 700 107 hereinafter called the "LICENSEE" of the Other Part.

WHEREAS the License ship of "DHEU SAGAR" amusement park was amended to the LICENSEE and a DEED OF AGREEMENT was executed on 02.12.2020.

And

WHEREAS the LICENSEE of "DHEUSAGAR" has extended its operational area seven (07) acres more than the previously allotted area vide DEED OF AGREEMENT on 02.12.2020.

And

WHEREAS the LICENSEE of 'DHEUSAGAR' has constructed seven(07) number of 'TREE HOUSE' INSIDE THE Park for the accommodation of Tourists'.

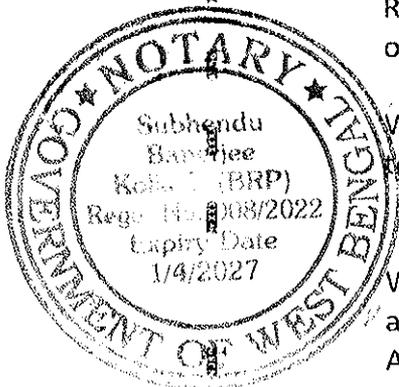
And

WHEREAS above mentioned both activities have carried out without prior approval of Digha Sankarpur Development Authority and beyond the terms and conditions of said DEED OF AGREEMENT.

Contd....P/2

*Executive Officer,*

Digha Sankarpur Dev. Authority  
Officer, Urban Dev. Deptt



২৭/০৭/২০২৩

স্বাক্ষর করা

ক্রীড়ার ক্ষেত্রে ক্রীড়া শাসন আদেশ

ক্রীড়া নং ১৫৬৭৯ ২০০৯

ক্রীড়াকার: সিবনুজ্জামান সিকদার

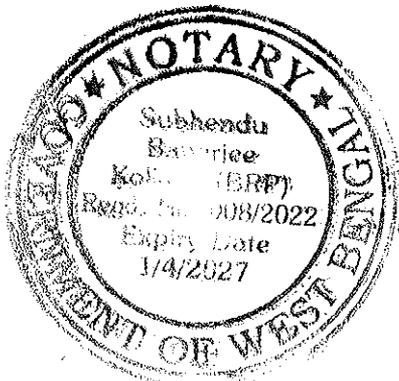
সং: ২৪৭ সিবনুজ্জামান সিকদার - ক্রীড়া নং - ২০৯

থানা: জেলা- পূর্ব/পশ্চিম মেদিনীপুর

তাং: ২৭/০৭/২০২৩

সাইট নং- ০৫ (কলকাতা) ৩৫

স্ট্যাম্প ভেঙার: (স্বাক্ষর) (স্বাক্ষর)



And

WHEREAS the Board of Digha Sankarpur Development Authority has decided in its meeting held on 06.01.2023 to provide **permissive possession for use** of said extra seven acres of land and allow to operation said seven (07) number of 'TREE HOUSE" BY IMPOSING EXTRA CHARGES AMOUNTING TO Rs. 7,00,000.00 (Rupees Seven lakh ) only per year for the use of extra Seven acres of land and Rs. 7,00,000.00 (Rupees Seven lakh ) only per year for the operation of Seven 'TREE HOUSE' IN ADDITION TO YEARLY LICENSE FEE w.e.f 02.12.2022.

And

WHEREAS the Licensee has accepted the said extra charges in addition to yearly license fee fixed through Agreement, dated 02.12.2020.

And

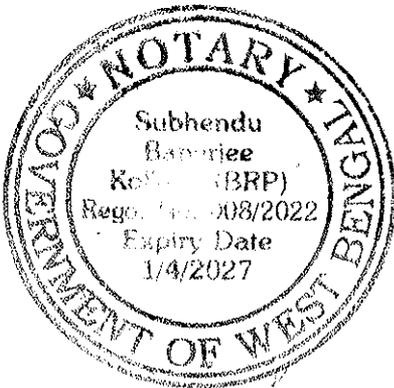
WHEREAS the Licensee agreed on the terms and conditions of the **permissive possession** hereinafter mentioned.

And

WHEREAS this DEED OF AGREEMENT will be made in two separate Original sets and each copy will be kept in the custody of both the parties.

Now therefore, it is agreed by the aforesaid parties as follows:

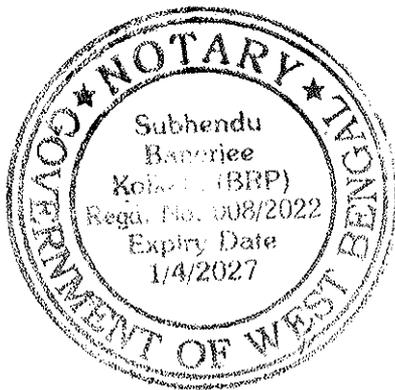
- 1) This **permissive possession** will be effected from 02.12.2022 and renewed each year subject to satisfactory performance along with deposition of license fees in advance in every year.
- 2) The charges for the use of seven acres of extra land amounting to Rs. 7,00,000.00 (Rupees Seven lakh) only and charges for the operation of seven 'TREE HOUSE" INSIDE THE PARK AMOUNTING TO Rs. 7,00,000.00 (Rupees Seven lakh) only have to be paid in advance in every year.
- 3) The LICENSEE should maintain the entire beautified area at his/her own cost and shall be keep neat clean all the time.
- 4) Use of plastics is completely banned in the said area.
- 5) Selling of alcohol, tobacco products is completely banned in the area.
- 6) The LICENSEE should follow CRZ Rules & Regulations as issued from time to time.
- 7) The licensee should not deforest the existing trees.
- 8) The officials on behalf of licensor may visit the site any time to inspect the area whether it is in good condition or not. If the area is not neat and dean, the licensor reserves the right to cancel the agreement and forfeit the Security Deposit.
- 9) A fee of Rs. 10.00 per hour for Small Car may be collected by the selected licensee from the users for using parking space.
- 10) The licensee shall keep the entire area and its surrounding area neat, clean, sanasitary and good condition and also free from all kinds of nuisance at his own expenses.



Contd...P/3

**Executive Officer,**  
Digha Sankarpur Dev. Authority  
& Spl. Officer, Urban Dev. Deptt

- 11) The licensee shall follow the general guidelines as may be suggested by the Executive Officer, DSDA on behalf of licensor for the convenience of the tourists etc.
- 12) The license is purely temporary and will not create any right over the area.
- 13) The licensee shall have to pay the electric consumption charges for the entire project.
- 14) The licensee shall have to bear, pay and discharge all existing and future rates, taxes, assessments duties impositions and outgoings whatsoever if any payable or assessed in respect of the entire area under his possession.
- 15) The licensee shall not have the right to assign, transfer charges or sublet any structure/land in respect of which this leave and license is granted.
- 16) The licensee shall make his own arrangement for necessary furniture and others for running the said Project.
- 17) The licensor shall be entitled to terminate license if the services of the licensee be found unsatisfactory on giving one month's notice to the licensee.
- 18) After expiry of license period the licensee may take away all the fittings/furniture's which he/she provided.
- 19) The licensee shall have to supply fresh, pure, clean and wholesome food free from all impurities and adulteration. The Executive Officer, Digha Sankarpur Dev elopement Authority on behalf of licensor will have the 'right to take sample of cooked food for examination on receipt-t of any complaint from the tourists/visitors.
- 20) The licensee shall not allow any unlawful activities in the demised/licensed area.
- 21) The licensee shall at his own costs do all such petty repairs of Civil, Electrical and plumbing etc. As may be necessary after obtaini9ng written permission from the Executive Officer, Digha Sankarpur Development Authority on behalf of licensor in the demised area.
- 22) A Complaint book shall be maintained by the licensee ande presented to the Executive Officer, Digha Sanakarpur Development Authority on behalf of the licensor once in a month for checking the remarks of the tourists/visitors.
- 23) The waste materials so generated for running the said business will be handled by the licensee as per guidance of the DSDA. No waste materials should be allowed to decompose or disposed off inside the licensed area for maintaining ecological balance and no littering will be allowed under any circumstances.
- 24) After expiry of the license, the licensee shall be liable to handover the possession of the said area to the licensor, failing which necessary legal action will be taken against the licensee.



Contd...P/4

*[Signature]*  
 Executive Officer,  
 Digha Sankarpur Dev. Authority  
 & Spl. Officer, Urban Dev. Dept

- 25) If the licensee commits any violation of the terms and conditions, the licensor would be at liberty to terminate the agreement by giving one month's written notice to the licensee.
- 26) The licensee shall abide by all relevant rules and regulations of the Govt. as issued from time to time and must obtain all licenses, consents and permits, as may be required for running the business from time to time from the licensor. The licensee shall be responsible for adhering to the norms of Environmental regulations. The licensee shall keep DSDA duly informed about any change in the status of the licensee.
- 27) The licensee shall be bound to do all his activities within the area given possession by the licensor and shall not encroach other adjacent area. The licensor reserve the right to cancel this agreement without assigning any reason if the licensor encroach other adjacent area.

In witness whereof the Parties to these presents have here unto set & subscribed their respective hands the day, month and year first above written.

Signed for and (DSDA)  
By the Executive Officer, Digha Sankarpur Development Authority.

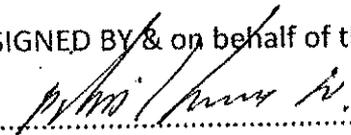
In presence of

- 1.
- 2.

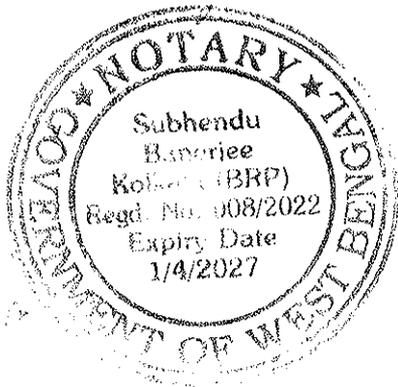


**Executive Officer,**  
**Digha Sankarpur Dev. Authority**  
**& Spl. Officer, Urban Dev. Deptt**

SIGNED BY & on behalf of the

.....(Licensee)

In the presence of



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

ORIGINAL APPLICATION NO. 151/2022/EZ

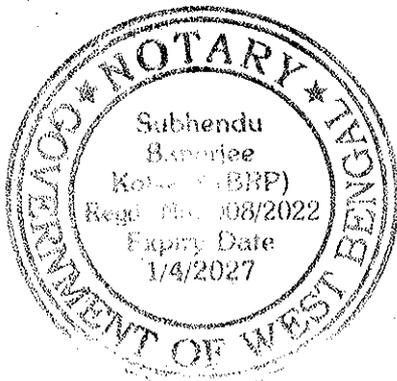
In the matter of:

Subhas Datta ... Applicant

-Vs-

The State of West Bengal & Ors.

... Respondents



AFFIDAVIT ON BEHALF OF THE  
RESPONDENT NO. 5, THE DIGHA  
SHANKARPUR DEVELOPMENT  
AUTHORITY

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12 FEB 2024