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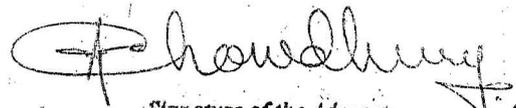
Land Miscellaneous

In The High Court at Calcutta

(APPELLATE SIDE)
CHAPTER—XIX
APPENDIX—II

FORM—A PRESENTATION FORM

1. CASETYPE (See Table—1) *W.P. writ Petition*
2. No. of 201 date: (Filing Number and date to be given by the office)
- 2A. DISTRICT CODE *North 24 Parganas* (Table VI) *18* for W.P.
3. Petitioner(s) / Appellant(s) / Applicant(s) *RAVINDRA KUMAR CHOPRA* Ant. / Oth's
4. Respondent(s) / Opposite Party (Parties) *THE STATE OF WEST BENGAL* Ant. / Oth's
5. Petitioner(s) / Appellant(s) / Applicant(s) Advocate *ARKA PRATIM CHOWDHURY*
6. Respondent(s) / Opposite Party (Parties) Advocate
7. Subject Category Code *Miscellaneous Writ/Matter* (See Table—III) *118160* Group: A Sub. Group: *13 (XVI)*
8. Case Stage Code (See Table—II) *03 MOTION*
9. Acts (s) *NO Act* ; *A* Year:
10. Rule (s) *High Court Appellate Side*
11. Working Section (See Table V) *10 Mandamus Section*
12. Date of Filing *09. 2015*
13. Connected Case type : No. of 201.
14. Lower Court Information (If any)
Lower Court details : Dist. / High / Tribunal District :
Coram : District Code (See Table VI)
Lower Court Case No. of 201
Judgement/Order dated : Date of Transfer :
15. To be listed as Main / Application on.....in Court No.
16. Special Information, if any :
Dated : *09 2015*


Signature of the Advocate
for the petitioner(s)

RECEIPT:

Received Case Type No. of 201

Submitted on :

Signature of the Section Officer /
Superintendent, Central Filing Section

N. B. —Any entry not applicable simply penned through.

Ravi Kumar Chopra
Court no. 16
9. 2015

DISTRICT: NORTH 24 PARGANAS

IN THE HIGH COURT AT CALCUTTA
CONSTITUTIONAL WRIT JURISDICTION

APPELLATE SIDE

W. P. NO (W) OF
2015

An application under Article 226 of The
Constitution of India

SUBJECT MATTER RELATING TO:

GROUP: I; HEAD: J of the Classification
List

(Land Miscellaneous matter)

CAUSE TITLE:

Ravindra Kumar Chopra and Anr

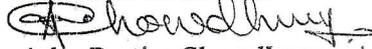
..... Petitioners

- Versus -

The State of West Bengal and Others

.....Respondents

Advocate on Record:


Arka Pratim Chowdhury

Advocate

Bar Association Room no 11

Ohisa House, 4. Government Place (North)

3rd Floor, Room no 3F, Kolkata: 700001

Mobile: 09830069913

DISTRICT: NORTH 24 PARGANAS

IN THE HIGH COURT AT CALCUTTA
CONSTITUTIONAL WRIT JURISDICTION

APPELLATE SIDE

W. P. NO

(W) OF 2015

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In the matter of:

Ravindra Kumar Chopra and Anr

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- Versus -

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I
DISTRICT: NORTH 24 PARGANAS

IN THE HIGH COURT AT CALCUTTA
CONSTITUTIONAL WRIT JURISDICTION

APPELLATE SIDE

W. P. NO

(W) OF 2015

An application under Article 226 of The
Constitution of India

In the matter of:

Ravindra Kumar Chopra and Anr

.....Petitioners

- Versus -

The State of West Bengal and Others

.....Respondents

LIST OF DATES

20.08.1970: Lease Deed executed between the State of West Bengal and one Sri.
Bishnu Pada Das and Smt. Arati Das regarding the subject land of
4.2395 cottahs being plot no. 130 at Block - EC, Sector - I, P.S. -
North Bidhannagar (formerly as Dum Dum) Kolkata - 700064

25.07.1975: Possession certificate issued in the name of Sri. Bishnu Pada Das
and Smt. Arati Das being no. 2522 by the Sub-Divisional Officer
Saltlake Survey Sub-Division

II

15.07.1990: Death of one of the co-sharer of the subject property Sri. Bishnu Pada Das taken place vide death certificate no. 834 of the Calcutta Municipal Corporation.

06.08.2002: The legal heirs of the deceased co-sharer, Sri. Bishnu Pada Das got their names mutated in the subject property.

23.04.2010: The son and daughter being Amit Kumar Das and Anjana Chanda respectively of the deceased co-sharer Late Bishnu Pada Das have gifted their proportionate shares to their mother Smt. Arati Das who has got the full share in the subject property.

19.04.2011: Thus Smt. Arati Das became the sole lessee of the subject property and mutated her in the records of the Urban Development Department vide Memo/Order no. 905(2)-UD/SL(AL)/EC-130.

28.03.2013: The requisite permission from the Urban Development vide memo no. 59-SL(AL)SC/(EC-130) to transfer the undivided 100% share in the subject property to the petitioners herein has been obtained.

05.04.2013: Deed of assignment made, signed and executed in between the petitioners and the said Smt. Arati Das for the transfer of lease.

27.08.2015: Demand of Justice furnished before the concerned respondent authorities for mutating the names of the present petitioners in the subject property as the lessees herein but the said authorities remained silent regarding the same.

-Hence this writ is filed.

IV

respect to mutate the names of the petitioners in the records of the concerned department and on the other hand remained silent for long without stating any reasons is justifiable or not?

3. Whether the concerned respondent authorities have acted in accordance with law by dispensing with the demands as prayed in demand of justice dated 27.08.2015 by the petitioners or not?

4. Whether the attitude of the respondent authorities is arbitrary, malafide, misconceived and/or illegal in the eye of law which have established the *locus-standi* to the petitioners to move this writ or not?

-Hence this writ is filed

DISTRICT: NORTH 24 PARGANAS

IN THE HIGH COURT AT CALCUTTA
CONSTITUTIONAL WRIT JURISDICTION

APPELLATE SIDE

W. P. NO

(W) OF 2015

An application under Article 226 of The
Constitution of India

In the matter of:

Ravindra Kumar Chopra and Anr.

.....Petitioners

- Versus -

The State of West Bengal and Others

.....Respondents

SYNOPSIS

That one Arati Das and Bishnu Pada Das had received a particular leasehold property situated at EC - 130 Sector - I, Saltlake City, Kolkata - 700064 by way of a deed of assignment made and executed on 28.08.1970. After the said execution the aforesaid persons became the lawful lessees of the subject land and after a passage of time the said Bishnu Pada Das has died and his legal

heirs Anjana Chanda and Amit Kumar Das also became the co-sharers in the said plot of land and subsequently mutated their names.

That on 23.04.2010 the son and daughter being Amit Kumar Das and Anjana Chanda respectively of the deceased co-sharer Late Bishnu Pada Das has gifted their proportionate shares to their mother Smt. Arati Das who has got the full share in the subject property and hence the said Smt. Arati Das became the absolute and sole lessee of the subject property.

That after obtaining due permission for transfer of lease from the Urban Development Department, the said Smt. Arati Das has transferred the lease of the subject plot of land in the name of the present petitioners on 05.04.2013 but after due submission of the representation by the present petitioners pursuant to the said transfer deed has applied for mutation before the concerned respondent authorities but with the lapse of considerable time the petitioners didn't get any relief and hence being compelled to move this instant writ petition is filed for appropriate and efficacious remedies.

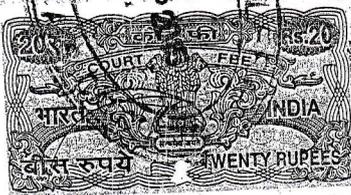
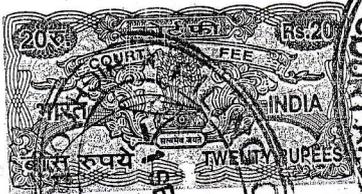
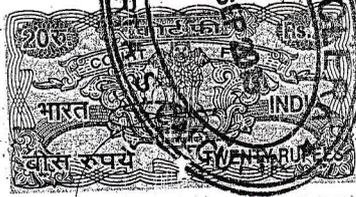
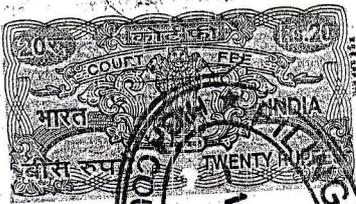
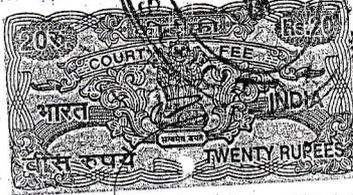
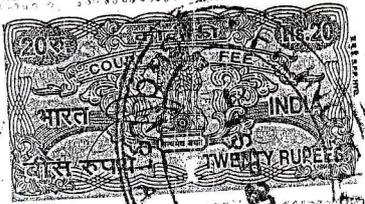
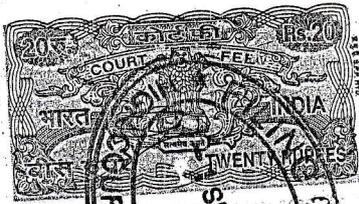
DISTRICT: NORTH 24 PARGANAS

IN THE HIGH COURT AT CALCUTTA

CONSTITUTIONAL WRIT JURISDICTION

APPELLATE SIDE

Through
F. Chowdhury



41470

W. P. NO

(W) of 2015

An application under Article 226 of The
Constitution of India

-AND-

In the Matter of:

A Writ of Mandamus or in the nature
thereof and/or Certiorari or in the nature
thereof and/or Prohibition or in the
nature thereof and/or any other Writ or
Writs, Order or Orders and/or Direction
or Directions;

-AND-

In the Matter of:

Unlawful, arbitrary as well as mala fide
prosecution in the substantial infraction
of the Constitutional right as guaranteed
under Article 14, 19, 21 & 300A of the
Constitution of India;



M

..:2:..

-AND-

In the Matter of:

Inaction of the respondent authorities in connection with the demand of justice dated 26.08.2015 which is nothing but a high handed manner of executive fiats;

-AND-

In the matter of:

1. Sri Ravindra Kumar Chopra
2. Sri Birendra Kumar Chopra

Both Sons of Sri Joychand Lal Chopra
Both of 88, Collage Road, Rabindra
Nagar Complex, Block-G, 4th floor, Flat.
no. 401, Howrah- 711103

.....Petitioners

Versus

1. The State of West Bengal, service through the Principal Secretary, Urban Development Department, NAGARAYAN, DF - 8, Sector - I, Saltlake City, Kolkata - 700064

2. The Principal Secretary, Urban
Development Department,
NAGARAYAN, DF - 8, Sector - I,
Saltlake City, Kolkata - 700064

3. The Special Secretary, Urban
Development Department,
NAGARAYAN, DF - 8, Sector - I,
Saltlake City, Kolkata - 700064

4. The Chairman (BOA), Bidhannagar
Municipal Corporation, Poura
Bhawan, Sector - III, Saltlake City,
Kolkata - 700098

5. Smt. Arati Das, wife of - Late Bishnu
Pada Das of EC-130, Sector-I, Salt
Lake City, P.S. - North Bidhannagar.
Kolkata - 700064 District - North 24
Parganas

.....Respondents

7

To,

The Hon'ble Mrs. Manjula Chellur, Chief Justice and Her Companion Justices of
the said Hon'ble Court

The humble petition on behalf of
the petitioners above named

MOST RESPECTFULLY SHEWETH:

1. That the petitioner's no. 1 and 2 are the citizens of India and are self-employed professionals.
2. That the Respondents no. 1 fall within the definition of "State" as envisaged under Article 12 of the Constitution of India, and the Respondents 2 to 4 are the officials of the State and as such are amenable to the writ jurisdiction of this Learned Court. The Respondent no. 5 is a private respondent and has been arraigned in this instant proceeding as she is a necessary party and needless to say that being an interested party to the proceeding herein she is also amenable to the writ jurisdiction of this Hon'ble Court.
3. That the fact remains that one Bishnu Pada Das, since deceased, along with his wife Arati Das, by an indenture of lease dated 20/8/1970 were granted lease for a period of 999 years with regard to a plot at EC-130, Sector-I, Salt Lake City by the government of West Bengal within the township project of Bidhannagar City (herein after referred to as the subject property) and possession was duly granted 25.07.1975.

The photocopy of the said indenture of lease and the possession certificate is annexed hereto and collectively marked with letter P-1 & P-2.

4. That subsequently after the passing away of said Bishnu Pada Das on 15/7/1990, his wife namely Arati Das, i.e., Respondent no. 5 along with his son Amit Kumar Das and daughter Smt. Anjana Chanda mutated their names duly before the records of the concerned authorities, by virtue of mutation order 2203-SL(AL)/EC-130 DATED 6/8/15 issued by the Urban Deveopment, Government of West Bengal.

The photocopy of the said order of mutation is annexed hereto and marked with letter P-3.

5. That subsequently the son and daughter of the Respondent no. 5 gifted their right and interested oriented lease shares in the aforesaid property in favour of the Respondent no. 5 by executing two deeds of gifts, both on 23/4/2010.

The photocopies of the deed of gifts are collectively marked as letter P-4.

6. That subsequently the Respondent no. 5 had her name mutated in the records of the Urban Development as sole lessee by way of a proceeding vide Memo/order 905(2)- UD/SL (AL)/EC-130 dated 19.4.11.

4

..:6:..

The photocopy of the said order of the Urban Development Department, Government of West Bengal, and dated 19/4/11 is annexed herewith and marked with letter P-5.

7. That subsequently the Respondent no.5 chose to transfer her leasehold rights in the aforesaid plot in favour of the present petitioners, and accordingly sought permission from the Urban Development Department, Government of West Bengal towards transmission permission, and by a memo bearing no. 5602 -ISL (AL) 3L-35/66(EC-130) directed the Respondent no. 5 to deposit the requisite fees for the transfer. Thereafter the Respondent no. 5 deposited the requisite fees and submitted the original received T.R Form no. 7 displaying the payment of the requisite transfer fees. The Urban Development Department, Government of West Bengal vide Memo 59-SL (AL) SC/EC-130 dated 28/3/13 communicated that the permission for transfer of lease has been granted.

The photocopies of the memo, the challan and the order of the Urban Development Department are annexed herewith and marked collectively with letter P-6.

8. That later the Respondent no.5 and the petitioners executed a Deed of Assignment dated 5th April, 2013, by virtue of which the leasehold rights, title and interest of the Respondent no. 5 with relation to the aforesaid plot was assigned in favour of the present petitioners for a consideration of Rs. 1,72,00,000/- (One crore and seventy two lakhs) only.



The photocopy of the said Deed of Assignment is annexed herewith and marked with letter P-7.

9. That the petitioners thereafter duly applied for mutations before the respondent authority and initiated proceeding and several exchange of letters took place.

10. That the petitioners most respectfully state that actually the pendency of such proceeding is nothing but a delay process as well as a high handed manner of the executive fiats.

11. That your petitioners state that lastly they made a representation demanding the justice by granting mutation in favour of the petitioners and copy of such letter dated 26.08.2015 is annexed hereto, and marked with letter P-8.

12. That it is needless to say that all the prayers has gone into deaf ears even after receiving mutation cost by the authorities concerned and such an attitude is not only arbitrary but also unconstitutional as violative of Article 300A of the Constitution of India.

13. That your petitioners state that the same respondents has granted permission for changing the transfer of lease holding right and obtained money for that from the petitioners so after that the same respondent authorities cannot stall the mutation proceeding by changing their colour

7

...8...

in this manner and needless to say that this kind of attitude cannot be encouraged as the same is collusive in the eye of law.

14. That your petitioners state that the entire delay procedure is vitiated, mala fide, arbitrary and unconstitutional and thus cannot be entertained.

15. That your petitioner states that all the citizens of India are well protected under the protection of life and personal liberty and equality before the law. Specially, the equality and rule of law ensures as well as gives social the social & economic justice pursuing to a judgement passed by the Hon'ble five Judges Larger Bench in M. Nagaraj v. Union of India & Ors. by the Hon'ble Supreme Court in SCC 2006, Vol.8, p.212. But here in this case, the respondent authority has acted violating to the provisions laid down by the Hon'ble Apex Court. Thus, such inaction of the respondent authorities is violative of Article 14 of the Constitution of India.

16. That your petitioner states that Article 19 (e) ensures the protection to reside and settle in any part within the territory of India. But, herein the petitioners after purchasing the subject leasehold property pursuing to an order passed by the respondent authorities being affected with the same authorities who are respondents herein & the inter movements are violative of Article 19 (e) pursuing to the judgement passed by the Hon'ble Supreme Court in R.C Chopra v. Union of India, SCC 1970, Vol I, p.248.

2

17. That your petitioner states that Article 21 ensures that no person shall be deprived of his life or personal liberty except according to the procedure established by law. But in this case, it is becoming incomprehensible to the petitioner that, how a person can be restrained to get his name mutated before the authority concerned specifically when the same authority has granted permission for the transfer of shares in the name of the petitioners from the erstwhile leaseholder. Thus, the instant matter has become violative of Article 21 pursuant to another judgement in seven Judges Larger Bench in Maneka Gandhi v. Union of India, 1978, Vol.I, p.248.

18. That being aggrieved by and dissatisfied with such an inaction of the respondent concerned while considering the demand of justice vide letter dated 26.08.2015 which is letter -P8 herein your petitioners are hereby compelling to move before this extra ordinary writ jurisdiction on the following amongst other:

GROUNDS

- I. FOR THAT the respondent authority no. 1 to 4 is acting in an arbitrary and capricious manner in gross abuse of their powers.
 - II. FOR THAT the respondent authority no. 1 to 4 is acting in utter disregard of procedural propriety.
- 

- III. FOR THAT the respondent authorities have acted illegally by not considering the demand of justice dated 26.08.2015 which is marked as letter-P8 herein.
- IV. FOR THAT the respondent authorities are not observing their obligation cast upon them by law.
- V. FOR THAT the aforesaid instance of inaction on part of the concerned respondent authorities is in violation to Article 300A of the Constitution of India.
- VI. FOR THAT the aforesaid instance of inaction on part of the concerned respondent authorities is in violation to Article 14 of the Constitution of India.
- VII. FOR THAT the aforesaid instance of inaction on part of the concerned respondent authorities is in violation to Article 19(e) of the Constitution of India.
- VIII. FOR THAT the aforesaid instance of inaction on part of the concerned respondent authorities is in violation to Article 21 of the Constitution of India.
- IX. FOR THAT even after receipt of the application of the petitioners along with the prescribed fees in observance of all necessary formalities, the respondent authorities have continued to stay mum, causing tremendous harassment to the petitioners by severely hampering their proprietary rights.

XD

19. That the petitioners affirm that they are in no way responsible for any intentional negligence or laches on their part.

20. That the petitioners state that unless the respondent authorities are compelled by way of appropriate interim directions from His Hon'ble Court to conform to their statutory duties towards the citizens, the petitioner would be highly prejudiced and suffer an irreparable injury.

21. That there is no other pending application before any other forum on the self-same cause of action.

22. That the petitioners further submit that they have no other alternative and/or equally efficacious remedy other than to prefer this application and unless the reliefs prayed therein are granted the petitioners would suffer an irreparable injury which could not be compensated by way of damages or any such other relief.

23. That this application is made bona fide and in the interests of justice.

That under the aforesaid facts and circumstances your petitioner prays for the following relief(s):

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..:12:..

(a) A Writ of and/or in the matter of mandamus declaring that the inaction committed by the respondent authorities pursuant to the letters Demand of Justice dated 27.08.2015 which is letter P-8 to this application is unconstitutional and being violative of Article 14, 19 and 21 of the Constitution of India as well as violative of the principle of natural justice;

(b) A Writ in the nature of Mandamus commanding the respondent authorities to act in accordance with the Demand of Justice dated 27.08.2015 which are letter P-8 herein on the basis of the letter forwarded by your petitioner;

(c) A Writ in the nature of mandamus calling upon the respondents to produce unto this Hon'ble Court all records relating to the Demand of

...13...

Justice dated 27.08.2015 which is letter P-8 herein so that conscionable justice may be done by giving immediate effect for violation of natural justice;

(d) Any other appropriate Writ and/or Writs;

(e) Rule NISI in terms of prayers (a), (b), (c) and (d) above;

(f) An order of injunction restraining the State respondents to continue with their inaction and from acting in any manner pursuant thereto and further mandatory direction to the said respondents concerned to take immediate action pursuant thereto the Demand of Justice dated 27.08.2015 which is letter P-8 herein;

(g) Interim order in terms of prayer (a) to (f) above;

7

::14::

(h) Ad-interim order in terms of prayers (f) and (g) above;

(i) Costs of and incidental to this application, or may pass;

(j) Such other or further order as to your Lordships may seem fit and proper.

And for this act of kindness your petitioner as in duty bound shall ever pray.

I certify that Birendra Kumar Chopra the petitioner No.2 is duly authorised to sign this petition on behalf of the petitioner No.1.

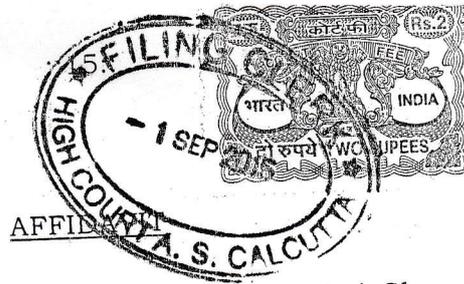


Advocate

Birendra Kumar Chopra
1.9.15

3

S-40,636



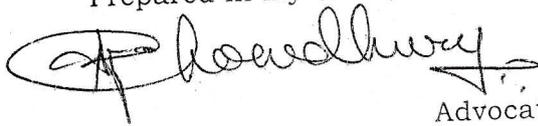
I, Birendra Kumar Chopra, son of Sri Joychand Lal Chopra, aged about 56 years, by faith Hindu, by occupation Business, of 88, College Road, RAbindra Nagar Complex, Block-G, 4th Floor, Flat No.401, Howrah - 711103, do hereby solemnly affirm and say as follows :-

1. That I am the petitioner No.2 herein as such I am well acquainted with the facts and circumstances of this case. I am duly affirmed this affidavit for myself and on behalf of the petitioner No.1.

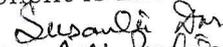
2. That the statements made in paragraphs 1 and 2 are true to the best of my knowledge and belief, and those made in paragraphs 3, 4, 5, 6, 7, 8 and 11 are matters of record and rest are my humble submissions before this Hon'ble Court.

Birendra Kumar Chopra

Prepared in my office,

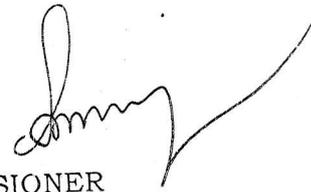

Advocate

The Deponent is known to me,


Clerk to Mr. Anka Pradhan, Advocate

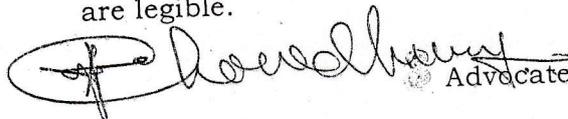
Advocate

Solemnly affirmed before me on
this 1st day of September, 2015.



COMMISSIONER

I do certify that all annexures
are legible.


Advocate

Commissioner of Affidavit
High Court, Appellate Side
Calcutta

4



P-1

16

STAMP AFFIXED BY.

T-6162

No. 20.8.70

STAMP SUPERINTENDENT
CALCUTTA

Admissible under Rule 21
and also 1/3/1. 14 of L.R. Act 1888
Exempt from Stamp duty. Does not require
Stamp duty, duly stamped under the Indian
Stamp Act 1339, W. B. 2nd amendment Act
1964.

Schedule 1. A. No. 25a vii (e)
Fees Paid: A 21.50
N 2.50
Total: 24.00

Sub-Registrar,
Cossipur Dum Dum.

9/9/70

LEASE

This indenture made this Twentieth day of August

one thousand nine hundred seventy Between the Governor of the State of West Bengal hereinafter referred to as the "Lessor" (which expression shall include his successors in office and assigns) of the One Part and BISHHU PADA DAS son of SRI HARI DAS DAS and SH. ARATI DAS wife of SRI BISHHU PADA DAS by caste Hindu, Kshatrya by profession Service and resident of L-3, C.I.T. Buildings, Christopher Road, Calcutta-14, Police Station Beniapukur in the district of 24-Parganas hereinafter referred to as "Lessee" (which expression shall include their heirs, executors, administrators, representatives and assigns) of the Other Part.

WHEREAS the Lessee has applied to the Government of West Bengal (hereinafter referred to as the "Government") for a lease of the land mentioned and described in the Schedule hereunder written to enable the Lessee to erect a house and building thereon for use for residential purposes and the Governor has agreed to grant a lease in favour of the Lessee for the period and on the terms and conditions hereinafter appearing.

Annexure... Contd. P-1
to in paragraph... 3
foregoing Petition affirmed
by... P. K. Chatterjee
on this... 1st Day of... Sept 2015

Commissioner of Affidavit
High Court, Appellate Side
Calcutta

Witnesseth as follows :

1. In consideration of the purposes for which the land hereinafter referred to and mentioned in the schedule as hereunder written is required by the Lessee and in consideration of the premium or salam of Rs. 19,197.50 (Rupees nineteen thousand one hundred and ninety-seven and paise fifty only) and of the annual rent and the Lessee's covenants hereinafter reserved the Lessor doth hereby grant and demise unto the Lessee All that land hereinafter more particularly mentioned and described in the Schedule hereunder written (hereinafter referred to as the "demised land") To Hold the same for the period of 999 years yielding and paying therefor a rent at the nominal rate of Rs.1 per annum or any fraction of any year at the same rate.

2. The Lessee to the intent that the obligations and covenants shall continue throughout the period of demise agrees and covenants with the Lessor as follows :

(1) To pay the annual rent to the Government of West Bengal within the first 90 (Ninety) days of the year for which such rent shall be payable.

(2) To pay all rates taxes and other impositions in respect of the said demised land and structure thereon which are or may be assessed to be payable by the owner or the occupier thereof to any authority or to pay the same to the Executive Engineer, Salt Lake Reclamation Division, under the Irrigation and Waterways Directorate of the Government of West Bengal or to such other authority as may be prescribed in that behalf by the Government.

(3) To demarcate the land with boundary pillars and to maintain such boundary pillars in good and proper condition during the period of demise so that the same may be easily identified. Provided that the Lessor reserves the right to provide the boundary pillars at the cost of the Lessee.

(4) To keep the land clean and free from all sorts of nuisance and not to allow heavy accumulation of water on it.



(5) Not to make any excavation in the land during the period of demise without the prior consent of the Lessor in writing. Should any excavation be made with the consent of the Lessor within the period of demise, the Lessee shall restore the land to its original condition on the expiration of the period of the demise or earlier determination of the tenancy of the Lessee.

(6) (a) To construct the building in conformity with such building rules as may from time to time be framed by the Government or other authority prescribed in that behalf and according to plans, specifications, elevations, designs and sections sanctioned by the Government, or that authority within three years from the date of possession of the demised land or such extended time as may be allowed by the Government in writing.

(b) Not to construct more than one building on the said plot of land.

(7) The Lessee shall not sub-divide or sub-let the demised land or the building to be constructed without the consent in writing of the Government first had and obtained and the Government shall have the right and be entitled to refuse its consent at its absolute discretion.

(8) The Lessee shall not assign or transfer the demised land or any part of the demised land and or the structure erected thereon without the previous permission of the Government in writing. In case of transfer or assignment of the lease the Lessor shall have the right of preemption and upon the exercise of this right the building constructed by the Lessee on the land shall be taken over by the Lessor at a valuation of the building made by the Lessor on the basis of the costs of construction of the building less depreciation at the usual rate or the market value thereof, whichever is less. The value of the land will be the amount of the salami or premium paid by the Lessee. In the event of difference between the parties as to the value of building, the matters in dispute shall be referred to the arbitration of an arbitrator if the parties can agree upon one or otherwise to two arbitrators, one to be appointed by



each party with an Umpire. The award of the arbitrator or arbitrators or the Umpire, as the case may be, shall be final and binding on both the parties.

(9) In case of a lease in favour of two or more individual lessees jointly, any one of such joint lessees will have the right to transfer his/her share to the other co-sharer or co-sharers.

(10) Not to use or allow to be used the land and / or the structure thereon or any part thereof for any purpose other than for residential purpose without the prior permission in writing of the Government or other authority prescribed in that behalf.

(11) The Lessee shall not have the right to mortgage or charge the lease-hold interest in the land and/or the building to be erected thereon without the previous consent in writing of the Government.

(12) If the Lessee dies after having made a bequest of the lease-hold premises and the building thereon, if any, in favour of more than one person or die intestate having more than one heir, then in such case the persons to whom the lease-hold premises with the building thereon be so bequeathed or the heirs of the deceased Lessee, as the case may be, shall hold the said property jointly without having any right to have a partition of the same by metes and bounds or they shall nominate one person amongst their number in whom the same shall vest.

(13) The Lessee shall not remove any earth from the demised land or carry on or allow to be carried on in the land any unlawful, illegal or immoral activities or activities which may be considered offensive or a source of any annoyance, inconvenience or nuisance to the area surrounding the demised premises.

(14) The Lessee shall not allow the demised land to be used as a place of public worship or burial or cremation ground private or public or allow any shrine, masjid, church or temple to be erected thereon.

(15) The Lessee shall not make any construction on the said plot of land within the distance of 5 (five) feet from the backline of their plot provided however that this restriction shall not apply to the erection of boundary walls at the extreme boundary of the plot. But no other construction will be made within such 5 (five) feet distance and



the height of the boundary walls should conform to the building rules.

(16) That on the determination of the period of demise the Lessee shall make over possession of the demised land in as good a condition as the same now is.

(17) The Lessee shall allow any person authorized by the Lessor to inspect, repair and clean the sewer lines and manholes or to do any work in connection therewith within the plot without any obstruction or hindrance by the Lessee or the employees of the Lessee or the assignees or the tenants of the Lessee.

(18) The Lessee shall not after determination of the lease remove without the permission in writing of the Lessor anything which has been attached to the earth of the demised property.

(19) All moneys payable by the Lessee to the Lessor and/or other authority under this agreement shall apart from other remedies be realizable as a public demand under the Bengal Public Demands Recovery Act or any statutory modification thereof for the time being in force.

(20) To observe, perform and comply with the requisitions as may from time to time be made by the Government or any other authority in respect of the demised land and building thereon.

5. The Lessor hereby covenants with the Lessee that the Lessee observing and fulfilling all the terms and conditions herein on its part contained shall hold the said demised premises for the period of demise without any interruption by the Lessor or any officer of Government.

The Lessor hereby further covenants with the Lessee that the Lessee shall be provided with all facilities in regard to sewer connections, water-supply, electric connection, roads and other amenities as may be available to other Lessees in respect of other plots of land of the Northern Salt Lake - City Extension Area. Facility of services such as roads, sewer and drain lines, water lines and electricity will be made available at the peripheral roads (where such lines have been taken as per planning) abounding the demised premises from which connection will be taken by the Lessee at their own cost.

REC'D COURT, CALCUTTA, 24 SEP 2007
18 SEP 2007

Prior written approval of Government for such connections should be obtained and the Government reserves the right to insist on effecting such connections by itself at the cost of the Lessee.

4. Provided always that if there be any breach of any of the terms and conditions and covenants herein on the part of the Lessee contained the Lessor shall have the right to re-enter into possession of the demise land or any part thereof in the name of the whole and thereupon this demise shall forthwith stand determined.

Provided nevertheless the Lessor shall not exercise the right without serving the Lessee a notice in writing giving six months' time to remedy the breach.

The Schedule Above referred to

All that rent-free land measuring 4.2565 cottahs be the land a little more or less Plot No. 150 in Block EC in Sector I of the Northern Salt Lake-City Extension Area in the district of Twenty-four Parganas, Police Station - Dum Dum, Registration Office - Cassipore - Dum Dum.

Boundaries -

- North : Plot No. 24 (5k), 35(5k) and 129(4k) in Block EC.
- South : Plot No. 151 (4k) in Block EC & Type VI Road.
- East : Plot No. 129 (4k) in Block EC & Type VI Road.
- West : Plot No. 24 (5k) and 151 (4k) in Block EC.

In witness hereof the parties to these presents have hereunto set and subscribed their respective hands the day, month and year first above written.

Signed for and on behalf of the Governor of the State of West Bengal by the Deputy Secretary, Govt. of West Bengal, Irrigation and Waterways Deptt.

[Signature]

1) *[Signature]*
Deputy Secretary,
Irrigation & Waterways Deptt
Govt. of West Bengal

*Tripathi Kumar Roy
Head Clerk
Govt of West Bengal*

in the presence of -

Signed, sealed and delivered by

1) *Bishnu Pada Das* (*B.P.D.*)

2) *Ananti Das*

in the presence of -

*Sudesh Das
8/3 Doves Road,
Calcutta-19*

P-2

22

POSSESSION CERTIFICATE NO. 2522 dt, 25.7.75

I, Shri Bishnu Pada Das & Smt. Arali Das lessee
of Plot No. 130 in Block EC of Sector 7 of
Northern Salt Lake City Extension Area have this 25th day
of July 1975 taken delivery of possession of the above plot of
land measuring 4.23.95 cottahs a little more or less, the corner
of the plot having been demarcated by boundary pillars provided by the
I. & W. Department, Government of West Bengal.

[Signature]
25/7/75

Signature of the Officer handing
over possession of the plot
Sub-Divisional Officer
Rail Lake Survey Sub-Division

Arali Das

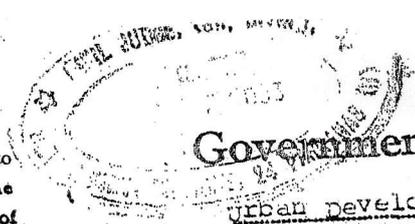
Bishnu Pada Das

Signature of the lessee/lessees
taking possession of the plot
and his/her/their address.

Annexure P-2
to in paragraph 3
foregoing Deotion affirmed
by B.K. Chopra
on this 1st Day of Sept 2015

Commissioner of Affidavit
High Court, Appellate Side
Calcutta

All Communication to Government should give the Number, Date and Subject of any previous Correspondence and be addressed to the Secretary of the Department concerned]



P-3
BY REGISTERED POST WITH A/R

Government of West Bengal

Urban development Department

Salt Lake Branch

sech bhawan, Bidhannagar, Kolkata-91.

No. 2203-SL(AL)/(EC-130)

From : The Joint secretary to the Government of West Bengal.

To : Smt. Arati Das,
EC-130, sector-I, Salt Lake,
Kolkata - 700064.

Dated Calcutta, the 6th August, 2002. 199

subject : Mutation of 50% undivided share in respect of plot NO. EC-130 in sector-I of Bidhannagar consequent to the death of the allotted co-lessee.

Madam,

I am directed to refer to your letter dtd.14.05.2002 on the subject noted above and by order of the governor to say that consequent upon death of Bishnupada Das the original co-lessee of the aforesaid plot No. EC-130 and on the basis of affidavit dtd.13.05.2002 submitted to this department by you and other legal heirs of late Bishnupada Das, the governor has been pleased to allow mutation in respect of 50% of the plot No. EC-130 measuring 4.2395 cottahs in sector-I of Bidhannagar in favour of the following persons equally as the legal heirs of the deceased lessee :-

N	a	m	e	Relationship with the deceased co-lessee
a)	Smt. Arati Das	...		wife
b)	Sri Amit Kr. Das	...		son
c)	Smt. Anjana Chanda	...		Married daughter.

2. This mutation shall be subject to the terms and conditions laid down in the original lease-deed executed on 20.08.1976 between governor of the state of West Bengal and late Bishnupada Das and Smt. Arati Das.

3. The government records relating to the aforesaid plot of land are being modified accordingly.

yours faithfully,

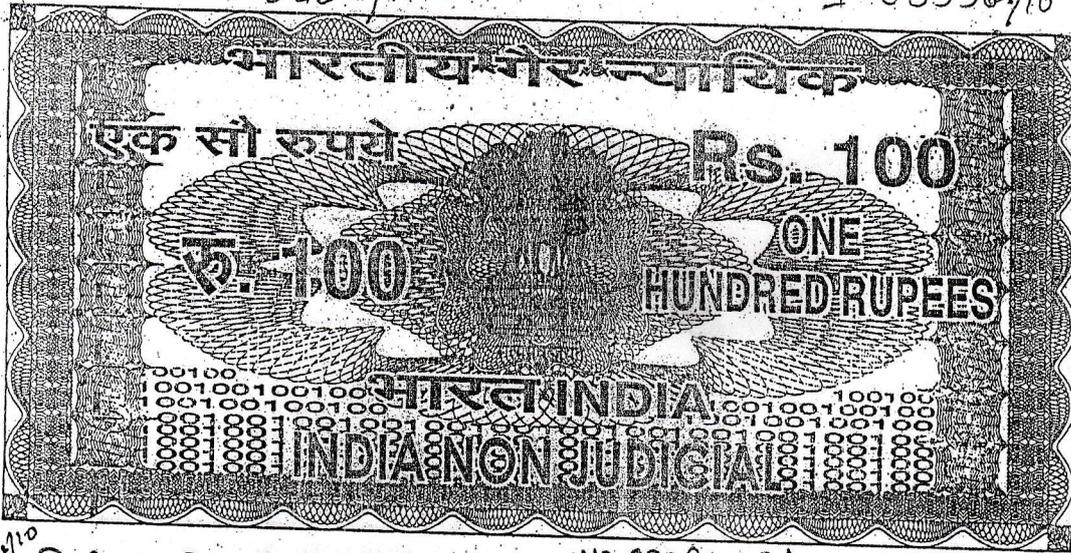
Joint Secretary
to the government of West Bengal.

sc/

P-3
Annexure...
to in paragraph...
foregoing Petition affirmed...
on this... 14/8/2002
B.K. Chatterjee
14/8/2002

✓ 0.3301/10

P-4
9-03596/10 24



7-30

23/4/10

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

NO 8826) -4D/S.L(A-L) E.C.-130
Dt-23 rd April 2010 G 852414

564910

Certified that the document is admitted to registration. The signature sheet/sheets and the endorsement sheet/sheets attached with this document's are the part of this document.

P-23/4/10
562-17

District Sub-Registrar - II
North 24 Parganas
Barasat

DEED OF GIFT

THIS DEED OF GIFT made on this the 23rd day of April, 2010
(Two Thousand Ten) in the Metropolitan Town of Kolkata;

BETWEEN

SMT. ANJANA CHANDA wife of Sri Bikas Chanda, by faith-
Hindu, by occupation- Service, residing at 23D, Bada Raipur,
Saktigarh, Kolkata - 700 032 referred to as the "DONOR"

Y. K. Chanda 555
23/4/10

Annexure.....
to in paragraph.....
foregoing Petition affirmed
by.....
on this..... Day of.....

Commissioner of Affidavit
High Court, Appellate Side
Calcutta

(which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her heirs executors, administrators legal representatives and assigns) of the ONE PART.

AND

SMT. ARATI DAS, wife of Late Bishnu Pada Das, by faith-Hindu, by occupation- Housewife, residing permanently at Block -'EC-130' Sector-I, Salt Lake City, Kolkata- 700 064 and presently at 15, Saktigarh, Ground floor, Kolkata- 700 032 hereinafter called and referred to as the "DONEE" (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her heirs executors, administrators legal representatives and assigns) of the OTHER PART.

WHEREAS the predecessor in - interest of both the Donor (husband) and the Donee (father) Late Bishnupada Das was the Lessee of the landed property mentioned in the Schedule "A" below.

AND WHEREAS the Lease hold property particularly mentioned in the Schedule "A" below by virtue of the registered Deed of Lease dated 20th August, 1970 executed between the Governor of the State of West Bengal as the Lessor of the First

part and the said Bishnu Pada Das and Smt. Arati Das as the Lessees of the Other Part for a period of 999 years subject to some terms and conditions mentioned in the said registered Deed of Lease which was registered in the office of the Sub Registrar, Cossipore Dum Dum, in the District of North 24 Parganas and was recorded in Book No.1, Volume No.95, pages 73 to 79 being No.6162 for the year 1970 hereto and hereinafter referred to as the original deed of lease.

AND WHEREAS the original Lessee No.1 as named above was a Hindu Governed by 'Dayabhaga' School of Hindu Law died intestate on 15.07.1990 leaving behind the Donee (the wife,) Sri Amit Kumar Das -son and the Donor herein the daughter, as his heirs and legal representatives.

AND WHEREAS at the death of the original Lessee No.1, his properties including the Lease hold property more fully described in the Schedule "A" below hereto and hereinafter referred to as the lease hold property devolved upon his said heirs and legal representatives therein (Lease hold property) vide Government Mutation order No.2203-SL(AL)/(EC-130) dated 06.08.2002.

AND WHEREAS the Donor individually has 1/3rd (One Third) undivided share of 50% share in the Lease hold property.

AND WHEREAS the Donor in consideration of the love and affection and respect which the Donor has and still has for the Donee the latter being the Mother, Co -Lessee of the Donor intends to bestow her said interest in the lease hold property upon the Donee.

NOW THIS DEED WITNESSES that the Donor do hereby and hereunder renounce all her estate and right title and interest with intent to vest the same in and grant, convey, transfer give and assure unto and to the use of the Donee freely and voluntarily the undivided 1/3rd (One third) share of 50% share of the Lease hold property mentioned and described in the Schedule "B" hereto and hereinafter referred to as the said property subject always to the terms and conditions of the original Deed of Lease.

AND that the Donor cease to have any interest in the said property from this day.

AND THAT the Donor delivered possession of the said property unto and in favour of the Donee TO HAVE AND TO

HOLD the same for her sole use and benefits absolutely without and interruption claim and demand whatsoever by the Donor or any person claiming through her subject to the terms and conditions of the original deed of lease for the unexpired period of the original lease.

AND THAT THE donor doth hereby made this gift to the Donee out of her free volition and without being influenced by any one.

AND THAT the Donee accepts the gift of the said property hereunder made as testified by her being a party hereto and executing these presents. The estimated value of the property is Rs.1,00,000/- (Rupees One Lakh) only.

THE SCHEDULE "A" ABOVE REFERRED TO
(LEASE HOLD LAND)

ALL THAT rent free land measuring 4.2395 Cottahs be the land a little more or less Plot No.130 in Sector-I Block EC of the Northern Salt Lake City Extension Area in the District of North 24 Parganas, P.S.- Salt Lake (North), A.D.S.R.- Bidhan Nagar, together with Ground storied brick built structure and

garage space measuring about 1500 sq. ft. built up area
butted and bounded as follows :-

- NORTH** : Plot No.24 (5k), 25 (5k) and 129 (4k) in
Block EC;
- SOUTH** : Plot No.131 (4k), in Block EC & Type Vi
Road;
- EAST** : Plot No.129 (4k), in Block EC & Type Vi
Road;
- NORTH** : Plot No.24 (5k), 131 (4k) and 129 (4k) in
Block EC;

THE SCHEDULE "B" ABOVE REFERRED TO
(GIFTED PROPERTY)

ALL THAT the 1/3rd (One third) share of 50% undivided
share of the land measuring 4.2395 Cottahs (0.706583
Cottahs) be the land a little more or less, Plot No.130 in Sector-
I Block EC together with Ground storied brick built structure
and garage space measuring in total 1500 sq. ft. built up area
(250 sq. ft.) of the Northern Salt Lake City Extension Area in
the District of North 24 Parganas, P.S.- Salt Lake (North),
A.D.S.R.- Bidhan Nagar.

IN WITNESS WHEREOF the Donor and the Donee have hereunto set and subscribed their respective hands to these presents the day month and year first above written.

SIGNED AND DELIVERED

IN THE PRESENCE OF :-

- 1. Sharmila Das
 EC-130, Salt Lake City,
 Sector - I,
 Kolkata - 700064.

Anjana Chanda

SIGNATURE OF THE DONOR

- 2. Shunbor B. Das

- 10 Hara Chandra Mallick
 Kat - 700005

I accept the gift heartily and shall abide by the terms and conditions mentioned in the original Lease Deed dated 20.08.1970

Drafted by
Kamlesh Chandra
Adv.
High Court, Calcutta

Anita Das

SIGNATURE OF THE DONEE

UNDER RULE 44A OF THE I.R. ACT 1950

31

(1) Name

Status - Presentant/Executant/Claimant/Attorney/Principal/Guardian/Testator (✓)



L.H.

LITTLE	RING	MIDDLE	FORE	THUMB

THUMB	FORE	MIDDLE	RING	LITTLE

Arjana Chanda

R.H.

All the above fingerprints are of the abovenamed person and attested by the said person

Arjana Chanda

Signature of the Presentant / Executant / Claimant/Attorney/Principal/Guardian/Testator. (Tick the appropriate status)

(2) Name

Status - Presentant/Executant/Claimant/Attorney/Principal/Guardian/Testator (✓)



L.H.

LITTLE	RING	MIDDLE	FORE	THUMB

THUMB	FORE	MIDDLE	RING	LITTLE

Arati Das

R.H.

All the above fingerprints are of the abovenamed person and attested by the said person

Arati Das

Signature of the Presentant / Executant / Claimant/Attorney/Principal/Guardian/Testator. (Tick the appropriate status)

(3) Name

Status - Presentant/Executant/Claimant/Attorney/Principal/Guardian/Testator (✓)



L.H.

LITTLE	RING	MIDDLE	FORE	THUMB

THUMB	FORE	MIDDLE	RING	LITTLE

R.H.

All the above fingerprints are of the abovenamed person and attested by the said person

Signature of the Presentant / Executant / Claimant/Attorney/Principal/Guardian/Testator. (Tick the appropriate status)

N.B. : L.H = Left hand finger prints & R.H. = Right hand finger prints.



Government Of West Bengal
Office Of the D.S.R.-II NORTH 24-PARGANAS
District:-North 24-Parganas

32

Endorsement For Deed Number : I - 03596 of 2010
(Serial No. 03301 of 2010)

Presented for registration at 16.35 hrs on :23/04/2010, at the Private residence by Anjana Chanda, Executant.

Admission of Execution (West Bengal Registration Rules, 1962)

Execution is admitted on 23/04/2010 by

1. Anjana Chanda, wife of Bikash Chanda, Bada Raipur, Village., Thana:-Jadavpur; District:-South 24-Parganas, WEST BENGAL, India, P.O. :-Jadavpur, By Caste Hindu, By Profession : House wife
Identified By Sharmila Das, son of Amit Kumar Das, Salt Lake, Village., Thana:-East Bidhannagar, District:-North 24-Parganas, WEST BENGAL, India, P.O. :-Salt Lake, By Caste: Hindu, By Profession: Service.

(Dinabandhu Roy)
DISTRICT SUB-REGISTRAR-II

On 28/04/2010

Certification of Admissibility (West Bengal Registration Rules, 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 33(l),4 of Indian Stamp Act 1899. also under section 5 of West Bengal Land Reforms Act, 1955; Court fee stamp paid Rs.10/-

Payment of fees

Fee Paid in rupees under article : A(1) = 15488/- ,E = 7/- ,H = 28/- ,M(b) = 4/- on 28/04/2010

Certification of Market Value

Certified that the market value of this property which is the subject matter of the deed for Gift in Favour of family members has been assessed at Rs.- 1408344/- for the chargeability of the stamp duty and registration fees.

Certified that the required stamp duty of this document is Rs.- 7052 /- and the Stamp duty paid as: Impressive Rs.- 100/-

Deficit stamp duty

Deficit stamp duty Rs. 7042/- is paid, by the draft number 375325, Draft Date 21/04/2010, Bank Name State Bank of India, BELIAGHATA, received on 28/04/2010

(Dinabandhu Roy)
DISTRICT SUB-REGISTRAR-II

(Dinabandhu Roy)
DISTRICT SUB-REGISTRAR-II

Certificate of Registration under section 60 and Rule 63.

Registered in Book - I
CD Volume number 11
Page from 3670 to 3680
being No 03596 for the year 2010.



M

(Dinabandhu Roy) 30-April-2010
DISTRICT SUB-REGISTRAR-II
Office of the D.S.R.-II NORTH 24-PARGANAS
West Bengal

to as the "DONOR" being represented by his lawful and true constituted attorney SMT. SHARMILA DAS wife of Sri Amit Kumar Das, vide acceptance of a Power of Attorney by the Deputy Secretary, Govt. of West Bengal, UD Department, Sech Bhavan, Bidhannagar, Kolkata- 700 091, by his memo No.104-UD/SL(AL)/EC-130 dated 19.01.2010 (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs executors, administrators legal representatives and assigns) of the ONE PART.

AND

SMT. ARATI DAS, wife of Late Bishnu Pada Das, by faith-Hindu, by occupation- Housewife, residing permanently at Block -'EC-130' Sector-I, Salt Lake City, Kolkata- 700 064 and presently at 15, Saktigarh, Ground floor, Kolkata- 700 032 hereinafter called and referred to as the "DONEE" (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her heirs executors, administrators legal representatives and assigns) of the OTHER PART.

WHEREAS the predecessor in - interest of both the Donor (father) and the Donee (husband) Late Bishnupada Das

was the Lessee of the landed property mentioned in the Schedule "A" below.

AND WHEREAS the Lease hold property particularly mentioned in the Schedule "A" below by virtue of the registered Deed of Lease dated 20th August, 1970 executed between the Governor of the State of West Bengal as the Lessor of the First part and the said Bishnu Pada Das and Smt. Arati Das as the Lessees of the Other Part for a period of 999 years subject to some terms and conditions mentioned in the said registered Deed of Lease which was registered in the office of the Sub Registrar, Cossipore Dum Dum, in the District of North 24 Parganas and was recorded in Book No.I, Volume No.95, pages 73 to 79 being No.6162 for the year 1970 hereto and hereinafter referred to as the original deed of lease.

AND WHEREAS the original Lessee No.1 as named above was a Hindu Governed by 'Dayabhaga' School of Hindu Law died intestate on 15.07.1990 leaving behind the Donee (the wife,) Smt. Anjana Chanda (daughter) and the Donor herein the son, as his heirs and legal representatives.

AND WHEREAS at the death of the original Lessee No.1, his properties including the Lease hold property more fully described in the Schedule "A" below hereto and hereinafter

referred to as the lease hold property devolved upon his said heirs and legal representatives therein (Lease hold property) vide Government Mutation order No.2203-SL(AL)/(EC-130) dated 06.08.2002.

AND WHEREAS the Donor individually has 1/3rd (One Third) undivided share of 50% share in the Lease hold property.

AND WHEREAS the Donor in consideration of the love and affection and respect which the Donor has and still has for the Donee the latter being the Mother, Co.-Lessee of the Donor intends to bestow his said interest in the lease hold property upon the Donee.

NOW THIS DEED WITNESSES that the Donor do hereby and hereunder renounce all his estate and right title and interest with intent to vest the same in and grant, convey, transfer give and assure unto and to the use of the Donee freely and voluntarily the undivided 1/3rd (One third) share of 50% share of the Lease hold property mentioned and described in the Schedule "B" hereto and hereinafter referred to as the said property subject always to the terms and conditions of the original Deed of Lease.

AND that the Donor cease to have any interest in the said property from this day.

AND THAT the Donor delivered possession of the said property unto and in favour of the Donee **TO HAVE AND TO HOLD** the same for her sole use and benefits absolutely without and interruption claim and demand whatsoever by the Donor or any person claiming through him subject to the terms and conditions of the original deed of lease for the unexpired period of the original lease.

AND THAT THE donor doth hereby made this gift to the Donee out of his free volition and without being influenced by any one.

AND THAT the Donee accepts the gift of the said property hereunder made as testified by her being a party hereto and executing these presents. The estimated value of the property is Rs.1,00,000/- (Rupees One Lakh) only.

THE SCHEDULE "A" ABOVE REFERRED TO

(LEASE HOLD LAND)

ALL THAT rent free land measuring 4.2395 Cottahs be the land a little more or less Plot No.130 in Sector-I Block EC of the Northern Salt Lake City Extension Area in the District of North 24 Parganas, P.S.- Salt Lake (North), A.D.S.R.- Bidhan

Nagar, together with Ground storied brick built structure and garage space measuring about 1500 sq. ft. built up area butted and bounded as follows :-

NORTH : Plot No.24 (5k), 25 (5k) and 129 (4k) in Block EC;

SOUTH : Plot No.131 (4k), in Block EC & Type Vi Road;

EAST : Plot No.129 (4k), in Block EC & Type Vi Road;

NORTH : Plot No.24 (5k), 131 (4k) and 129 (4k) in Block EC;

THE SCHEDULE "B" ABOVE REFERRED TO
(GIFTED PROPERTY)

ALL THAT the 1/3rd (One third) share of 50% undivided share of the land measuring 4.2395 Cottahs (0.706583 Cottahs) be the land a little more or less, Plot No.130 in Sector-I Block EC together with Ground storied brick built structure and garage space measuring in total 1500 sq. ft. built up area (250 sq. ft.) of the Northern Salt Lake City Extension Area in the District of North 24 Parganas, P.S.- Salt Lake (North), A.D.S.R.- Bidhan Nagar.

IN WITNESS WHEREOF the Donor and the Donee have hereunto set and subscribed their respective hands to these presents the day month and year first above written.

SIGNED AND DELIVERED

IN THE PRESENCE OF :-

1. Anjana Chanda
23. D. Baderaipur Road
Jadaupur.
Kolkata - 700032.

Sharmila Das.

SIGNATURE OF THE DONOR

By Me Per of Constituted Attorney

2.

Shri. S. K. Das
10 Hara Chandra Mukherjee St.
Kolkata - 700005

I accept the gift heartily and shall abide by the terms and conditions mentioned in the original Lease Deed dated 20.08.1970

Arati Das

SIGNATURE OF THE DONEE

Arati
Kam Chandra
Adarsh
High Court, Calcutta



41

Government Of West Bengal
Office Of the D.S.R.-II NORTH 24-PARGANAS
District:-North 24-Parganas

Endorsement For Deed Number : I - 03597 of 2010
(Serial No. 03300 of 2010)

Presented for registration at 16.25 hrs on :23/04/2010, at the Private residence by Sharmila Das, Executant.

Execution is admitted on 23/04/2010 by

- Sharmila Das, wife of Amit Kumar Das, Sech Bhawan, Village:Salt Lake, Thana:-East Bidhannagar, District:-North 24-Parganas, WEST BENGAL, India, P.O. :-Salt Lake, By Caste Hindu, By Profession: House wife
Identified By Anjana Chanda, son of Bivash Chanda, Jadavpur, Village:., Thana:-Jadavpur, District:-South 24-Parganas, WEST BENGAL, India, P.O. :-Jadavpur, By Caste: Hindu, By Profession: House wife.

(Dinabandhu Roy)
DISTRICT SUB-REGISTRAR-II

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 33(i),4 of Indian Stamp Act 1899. also under section 5 of West Bengal Land Reforms Act, 1955; Court fee stamp paid Rs.10/-

Fee Paid in rupees under article : A(1) = 15488/- ,E = 7/- ,H = 28/- ,M(b) = 4/- on 28/04/2010

Certified that the market value of this property which is the subject matter of the deed for Gift in Favour of family members has been assessed at Rs.- 1408344/- for the chargeability of the stamp duty and registration fees.

Certified that the required stamp duty of this document is Rs.- 7052 /- and the Stamp duty paid as: Impressive Rs.- 100/-

Deficit stamp duty Rs. 7042/- is paid, by the draft number 375324, Draft Date 21/04/2010, Bank Name State Bank of India, BELIAGHATA, received on 28/04/2010

(Dinabandhu Roy)
DISTRICT SUB-REGISTRAR-II

(Dinabandhu Roy)
DISTRICT SUB-REGISTRAR-II

UNDER RULE 44A OF THE I.R. ACT 1908

42

(1) Name

Status - Presentant/Executant/Claimant/Attorney/Principal/Guardian/Testator (✓)



L.H.

LITTLE	RING	MIDDLE	FORE	THUMB

THUMB	FORE	MIDDLE	RING	LITTLE
-------	------	--------	------	--------

R.H.

--	--	--	--	--

Sharmila Das

All the above fingerprints are of the abovenamed person and attested by the said person

Sharmila Das

Signature of the Presentant / Executant / Claimant/Attorney/Principal/Guardian/Testator. (Tick the appropriate status)

(2) Name

Status - Presentant/Executant/Claimant/Attorney/Principal/Guardian/Testator (✓)



L.H.

LITTLE	RING	MIDDLE	FORE	THUMB

THUMB	FORE	MIDDLE	RING	LITTLE
-------	------	--------	------	--------

R.H.

--	--	--	--	--

Anjali Das

All the above fingerprints are of the abovenamed person and attested by the said person

Anjali Das

Signature of the Presentant / Executant / Claimant/Attorney/Principal/Guardian/Testator. (Tick the appropriate status)

(3) Name

Status - Presentant/Executant/Claimant/Attorney/Principal/Guardian/Testator (✓)



L.H.

LITTLE	RING	MIDDLE	FORE	THUMB

THUMB	FORE	MIDDLE	RING	LITTLE
-------	------	--------	------	--------

R.H.

--	--	--	--	--

All the above fingerprints are of the abovenamed person and attested by the said person

Signature of the Presentant / Executant / Claimant/Attorney/Principal/Guardian/Testator. (Tick the appropriate status)

N.B.: L.H. = Left hand fingerprints & R.H. = Right hand fingerprints.

43

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 11
Page from 3681 to 3691
being No 03597 for the year 2010.



(Handwritten signature)

(Dinabandhu Roy) 30-April-2010
DISTRICT SUB-REGISTRAR-II
Office of the D.S.R.-II NORTH 24-PARGANAS
West Bengal

P-5 44

Government of West Bengal
Urban Development Department
Sech Bhawan, Bidhannagar, Kolkata - 700 091

By Regd. Post

No.905(2)-UD/SL(AL)/EC-130.

Dated, the 19th April, 2011.

From : Land Manager, O.S.D. & Ex-officio
Dy. Secy. to the Govt. of West Bengal

To : 1) Sri Amit Kumar Das, EC-130, Sector-I, Salt Lake, Kolkata-64.
2) Smt. Anjana Chanda, 23D, Bada Raipur, Saktigarh, Kolkata-32.

Sub : Mutation of 2/3rd undivided share of 50% share in respect of the Plot No.EC-130, Sector-I Bidhannagar.

Sir/Madam,

I am directed to refer to the letter dated 17.08.2010 received from Smt. Arati Das and to say that the Governor has been pleased to allow mutation of 2/3rd undivided share of 50% share in respect of the Plot No.EC-130, Sector-I Bidhannagar Township, Kolkata-64 with building thereon that stood in your name, in the name of your mother Smt. Arati Das of Plot No.EC-130, Sector-I, Salt Lake, Kolkata-64 permission for transfer of which was accorded in this Department G.O. No.842(2)-UD/SL(AL)/EC-130 dated 02.04.2007 on the strength of the registered Deed of transfer/Gift dated 23.04.2010 a copy of which has been submitted by you to this Department under cover of your above noted letter. Mutation shall be subject to the terms and conditions of the original lease deed, executed on 20.08.1970 between the Governor of the State of West Bengal and Sri Bishnu Pada Das (since deceased) and Smt. Arati Das and also subject to the condition that the mutation order may be cancelled/withdrawn in case of detection of any discrepancy regarding authenticity of the documents submitted by you. This mutation order will be abided by the decision of Hon'ble Court in T.S. No.205 of 2010.

2. Following this mutation Smt. Arati Das will be the sole lessee in respect of Plot No.EC-130, Sector-I, Salt Lake, Kolkata-64.

3. The records of the Government relating to the said plot of land are being modified accordingly.

Yours faithfully,

Sd/-

Land Manager, O.S.D. & Ex-officio Deputy
Secretary to the Government of West Bengal.

No.905(2)/1(6)-UD/SL(AL)/EC-130.

Dated, the 19th April, 2011.

Copy forwarded for information and necessary action to :-

1. The Chairperson, Bidhannagar Municipality, Poura Bhawan, FD-415A, Sector-III, Salt Lake, Kolkata-106.
2. The Administrator, Bidhannagar, Sech Bhawan, Kolkata-91.
3. The Executive Officer, Bidhannagar Municipality, Poura Bhawan, FD-415A, Sector-III, Salt Lake, Kolkata-106.
4. The Executive Engineer, Design, S.L.R. & D.C., Sech Bhawan, Kolkata-91.
5. The Executive Engineer (Building Plan), Bidhannagar Municipality, Poura Bhawan, FD-415A, Sector-III, Salt Lake, Kolkata-106.

By Regd. Post

6. Smt. Arati Das, EC-130, Sector-I, Salt Lake, Kolkata-64.

Land Manager, O.S.D. & Ex-officio Deputy
Secretary to the Government of West Bengal

Annexure.....
to in paragraph.....
foregoing Petition affirmed
by.....
on this..... Day of April 2011

Commissioner of Affidavit
High Court, Appellate Side
Calcutta

P-6 45 ✓

Government of West Bengal
Urban Development Department
Nagarayan, Block DF-8, Sec-I
Salt Lake, Bidhannagar,
Kolkata - 700 064.

Dated, the 28th March 2013-

No.59 -SL(AL)SC/(EC-130.)

ORDER

This office received application dated 19.10.2012 along with enclosures submitted by Smt Arati Das mutated lessee of Plot No.EC-130,Sec.I,Salt Lake,Kolkata-700 064 whereby permission was sought for by the lessee for transferring her 100% share in the said property(the plot with building thereon) to Sri Birendra Kumar Chopra and Shri Rabindra Chopra by way of deed of transfer in terms of Notification No.2709-SL(AL)4S-9/2004(Pt-1) dated 22.06.2012.

Since the conditions stipulated in the Notification have been complied with and necessary fees deposited vide T.R. Chailan No. 7 dated 01.02.2013 deposited with S.B.I. Bikash Bhavan, Salt lake, Kolkata, the Governor has been pleased to grant permission for for transfer thus enabling Smt Arati Das mutated lessee of the Plot for executing Deed of Ttransfer in favour of Shri Birendra Kumar Chopra and Shri Rabindra Chopra. The deed of transfer should be executed before the undersigned after vetting typed deed of transfer/assignment and registered in the office of the Additional Dist.Sub-Registrar, Bidhannagar, Bikash Bhavan, Salt Lake, Kolkata-91/District/Additional Register of Assurance, North 24 Parganas as per the enclosed proforma within sixty(60) days from the date of issue of this order. After registration of the deed a certified copy of the same should be submitted to this office at the earliest for mutation/update the Government records.

Proforma of Deed of Transfer/Assignment is available in this Deptt's website- [www.wburban dev.gov.in](http://www.wburban.dev.gov.in).

Sd/
(Sital Chandra Mondal)
Land Manager, Bidhannagar and O.S.D
& Ex- Officio Deputy Secretary

No59-SL(AL)SC/EC-130)

Dated, the 28th March 2013

Copy forwarded for information and necessary action to:-

1. The Principal Secretary, U.D. Department, Nagarayan, Salt Lake, Kol-64.
2. The Special Secretary, U.D. Deptt., Nagarayan, Salt Lake, Kolkata-64.
3. The Additional Dist. Sub-Registrar, Bidhannagar, Bikash Bhavan, Salt Lake, Kol-91.
4. The Executive Officer, Bidhannagar Municipality, Poura Bhavan, FD-415A, Sector-III.

By Registered post

5. Smt. Arati Das, (Lessee) EC-130, Sector-1, Salt Lake, Kolkata-700064.
6. Shri Birendra Kumar Chopra, (transferee), 88, College Road, Rabindra Nagar Complex, block-G, 4th Floor, Flat NO. 401, Howrah-711103.
7. Shri Rabindra Kumar Chopra (transferee), 88-College Road, Rabindra Nagar complex, Block-G, 4th Floor, Flat no.- 401, Howrah-711103.

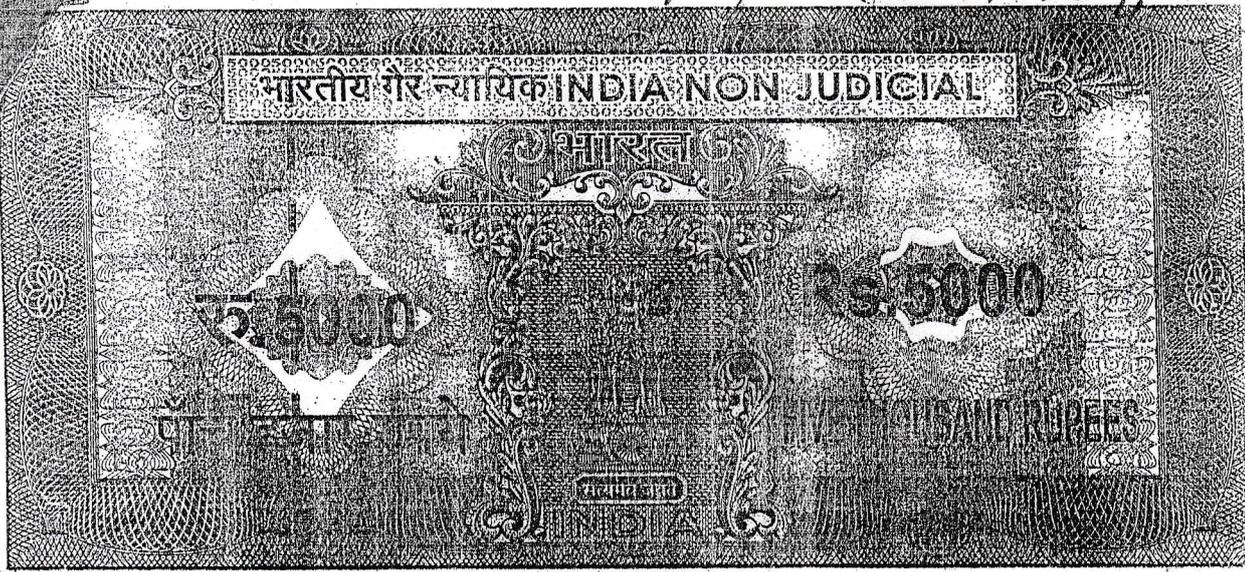
Land Manager, Bidhannagar
And O.S.D. & EX- Officio Deputy Secretary

Annexure..... P-6
to in paragraph..... 7
foregoing caption affirmed
by..... B.K. Chatterjee
Date of..... 1st Day of Sept 2013

As per the original Affidavit
and 1. Appellate Side
Case No.

01107

P-7 I-01096 46.



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

A 571308

Certify that the document is admitted to registration. The signature sheets and the endorsement sheets attached with this document are the part of this document.

Adnl. District Sub-Registrar
Bichannagar, (Salt Lake City)
5 APR 2013

TRANSFER OF LEASE / DEED OF ASSIGNMENT

This **TRANSFER OF LEASE/DEED OF ASSIGNMENT** is made on this the 5th day of April, Two Thousand and Thirteen (2013) A.D.

BETWEEN

SMT. ARATI DAS, wife of Late Bishnu Pada Das, by nationality Indian, by faith Hindu, by occupation Retired and residing at EC 130, Sector I, Salt Lake City, Kolkata 700 064 hereinafter called and referred to as "**THE TRANSFEROR/ASSIGNOR**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to include her heirs, executors, administrators, legal representatives and assigns) of the **ONE PART.**

Annexure..... P-7
to in paragraph..... 8
foregoing Petition affirmed
by..... P.K. Chatterjee
on this..... 5th Day of April 2013

Commissioner of Affidavit
High Court, Appellate Side
Calcutta

4f

AND

(1) **SRI RAVINDRA KUMAR CHOPRA**, son of Sri Joychand Lal Chopra, by nationality Indian, by faith Hindu, by occupation Self Employed and (2) **SRI BIRENDRA KUMAR CHOPRA**, son of Sri Joychand Lal Chopra, by nationality Indian, by faith Hindu, by occupation Self Employed and both (1) and (2) are residing at 88, Collage Road, Rabindra Nagar Complex, Block-G, 4th Floor, Flat No. 401, Howrah 711 103, hereinafter called and referred to as "**THE TRANSFEREES/ASSIGNEES**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to include their respective heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART**.

AND

THE GOVERNOR OF STATE OF WEST BENGAL hereinafter called and referred to as "**CONFIRMING PARTY**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to include its successor-in-office and assigns) of the **THIRD PART**.

WHEREAS by an Indenture of Lease dated the 20th day of August, 1970 made between the Governor of the State of West Bengal therein described as the Lessor of the One Part and one Bishnu Pada Das, *since deceased* and Smt. Arati Das, therein described as the Lessees of the Other Part and registered at the office of the Sub-Registrar, Cossipore, Dum Dum in Book No. 1, Volume No. 95, Pages from 73 to 79, Being No. 6162 for the year 1970 (hereinafter referred to as "**THE ORIGINAL LEASEES**"), the said Governor of the State of West Bengal for the premium and/or salami of ₹ 19,197.50 and also at the yearly rent at the nominal rate of 1/- per annum or any fraction of any year at the same rate and on the other terms and conditions therein mentioned, duly granted and demised unto the said Lessees **ALL THAT** the piece and parcel of land measuring 4.2395 Cottahs be the same a little more or less situated lying at and being Plot No. 130 in Block EC in Sector I in Northern Salt Lake City Extension Area in the District of 24-Parganas (North), Police Station Salt Lake [now Bidhannagar (North)], registration office Cossipore-Dum Dum (now ADSR, Bidhannagar) and morefully described in the Schedule "A" hereunder written and hereinafter referred to as "**THE SAID PLOT OF LAND**" to erect a house building thereon for residential purpose for a period of 999 years commencing on and from the date of execution of the said Original Lease dated 20th day of August, 1970 at the annual lease rent and on the terms and conditions covenants and stipulations therein contained.

AND WHEREAS the said Bishnu Pada Das, *since deceased* and Smt. Arati Das obtained Possession of "**THE SAID PLOT OF LAND**" by virtue of a Possession Certificate No. 2522 dated 25th day of July, 1975.

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AND WHEREAS while in possession and enjoyment of the "**SAID PROPERTY**" the said Bishnu Pada Das, *since deceased* died intestate on 15th day of July, 1990 leaving behind Smt. Arati Das, the Transferor/Assignor herein, Sri Amit Kumar Das and Smt. Anjana Chanda as his only heirs and legal representatives under the provisions Hindu Succession Act, 1956 and upon the demise of the said Bishnu Pada Das, *since deceased*, Smt. Arati Das, the Transferor/Assignor herein, the said Sri Amit Kumar Das and Smt. Anjana Chanda duly mutated their names in all the records of concerned statutory authorities in respect of **THE SAID PLOT OF LAND** including in the records of the Urban Development Department, Kolkata, by virtue of Mutation Order No. 2203-SL(AL)/(EC-130) dated the 6th day of August, 2002 issued by the Joint Secretary to the Government of West Bengal, Urban Development Department, Salt Lake Branch, Sech Bhavan, Bidhannagar, Kolkata 700 091.

AND WHEREAS the while in possession and enjoyment of **THE SAID PLOT OF LAND**, the said Smt. Anjana Chanda, the Mutated Lessee gifted and/or transferred her respective undivided 1/6th share of the lease hold property to the Transferor/Assignor herein by virtue of the registered Deed of Gift/Transfer dated 23rd day of April, 2010 executed between the said Smt. Anjana Chanda, the Mutated Lessee as the Donor of the First Part and the said Smt. Arati Das as the Donee of the Other Part for the unexpired period of the Original Lease and the said registered Deed of Gift dated 23rd day of April, 2010 was registered in the office of District Sub Registrar – II, North 24 Parganas, Barasat and was recorded in Book No. I, Volume No. 11, Pages 3670 to 3680, being No. 03596 for the year 2010.

AND WHEREAS the while in possession and enjoyment of **THE SAID PLOT OF LAND**, the said Sri Amit Kumar Das, the Mutated Lessee gifted and/or transferred his respective undivided 1/6th share of the lease hold property to the Transferor/Assignor herein by virtue of the registered Deed of Gift/Transfer dated 23rd day of April, 2010 executed between the said Sri Amit Kumar Das, the Mutated Lessee as the Donor of the First Part and the said Smt. Arati Das as the Donee of the Other Part for the unexpired period of the Original Lease and the said registered Deed of Gift dated 23rd day of April, 2010 was registered in the office of District Sub Registrar – II, North 24 Parganas, Barasat and was recorded in Book No. I, Volume No. 11, Pages 3681 to 3691, being No. 03597 for the year 2010.

AND WHEREAS by virtue of the said two registered Deeds of Gift dated 23rd day of April, 2010, **THE SAID PLOT OF LAND** developed upon the Transferor/Assignor herein and accordingly the Transferor/Assignor herein duly mutated her name as Sole Lessee in all the records of concerned statutory authorities in respect of **THE SAID PLOT OF LAND** including in the records of the Urban Development Department Vide Memo/Order No. 905(2)-UD/SL(AL)/EC-130 dated the 19th day of April, 2011 issued by

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the Land Manager, Bidhannagar, O.S.D. & Ex-officio Deputy Secretary to the Government of West Bengal, Urban Development Department, Sech Bhavan, Bidhannagar, Kolkata 700 091.

AND WHEREAS after getting the sanctioned plan, the Transferor/Assignor constructed a single storied residential building on the said plot as per the sanctioned plan.

AND WHEREAS THE SAID PLOT OF LAND is absolutely free from all sorts of encumbrances, charges, liens, uses, executions, liabilities, leases, tenancies, licenses, requisitions, acquisitions and alignments and/or attachments in every manner whatsoever and the Original Lease dated 20th day of August, 1970 is in full force and effect thereto and the rental thereunder has duly been paid by the Transferor/Assignor herein up-to date to the Superior Landlord.

AND WHEREAS the Superior Landlord namely the Urban Development Department, Government of West Bengal by Notification No. 2709-SL(AL)/4S-9/2004 (Pt-I) dated Kolkata the 22nd June, 2012 issued by the Urban Development Department, Government of West Bengal on behalf of HIS EXCELLENCY the GOVERNOR of West Bengal and which was published on 25th day of June, 2012 at the Extraordinary Kolkata Gazette, was pleased to grant permission for transfer of residential plots of land of Salt Lake City subject to payment of ₹ 5,00,000/- (Rupees Five Lac only) per Cottah.

AND WHEREAS the Transferor/Assignor herein in terms of the aforesaid notification applied before the concerned authority of the Urban Development Department, Government of West Bengal for transferring her undivided 100% share of Plot No. 130 in Block EC in Sector I in Northern Salt Lake City Extension Area in the District of 24-Parganas (North), Police Station Bidhannagar (North), registration office ADSR, Bidhannagar along with the undivided 100% share of the construction thereon (for the sake of brevity hereinafter referred to and called as the 'said property'), which is morefully and particularly described in the Schedule 'B' made hereunder written.

AND WHEREAS after careful consideration, the Superior Landlord namely the Urban Development Department, Government of West Bengal by its Letter/Memo No. 59-SL(AL)SC/(EC-130) dated the 28th March, 2013 was pleased to allow the Transferor/Assignor herein to transfer/assign her undivided 100% leasehold right, title and interest of the said property for the unexpired period of 999 years without prejudice to their (the Urban Development Department, Government of West Bengal) any right and interest over said premises in any manner whatsoever and subject to strict compliance of all and every terms and conditions, covenants, stipulations and restrictions made in the Original Lease dated 20th day of August, 1970 by the Transferees/Assignees herein.

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NOW THIS DEED OF TRANSFER WITNESSETH AND IT IS HEREBY DECLARED AND AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

That in consideration of a sum of ₹ 1,72,00,000/- (Rupees One Crore and Seventy Two Lac only) paid by the Transferees/Assignees to the Transferor/Assignor, the receipt whereof the Transferor/Assignor doth hereby admits and acknowledges in every manner whatsoever. The Transferor/Assignor doth hereby grant, transfer, convey, assign and assure unto the Transferees/Assignees **ALL THAT** leasehold right, title and interest of **undivided 100%** share of Plot No. 130 in Block EC in Sector I in Northern Salt Lake City Extension Area in the District of 24-Parganas (North), Police Station Bidhannagar (North), registration office ADSR, Bidhannagar along with the **undivided 100%** share of the construction thereon for the unexpired/balance residue period of the term mentioned hereinbefore and recited in the Deed of Lease dated 20th day of August, 1970 being the **said property TOGETHER WITH** all areas, gardens, trees, fences, ditches, hedges, common roads, waters, water-courses, rights, lights, liberties, privileges, easements and appurtenances whatsoever belonging or held or occupied therewith and **TO HAVE AND TO HOLD** the same unto the Transferees/Assignees for the residue unexpired of the said term of 999 years subject to payment of the rent reserved thereby and observance of all covenants by the Transferees/Assignees of the conditions contained in the Original Lease dated 20th day of August, 1970 **PROVIDED FURTHER** that the Transferor/Assignor hereby covenants with the Transferees/Assignees **THAT NOTWITHSTANDING** any act, deed or thing by the Transferor/Assignor at any time done or executed or knowingly suffered to the contrary the said Lease is subsisting good and effectual Lease or the demised premises **AND THAT** the same has not been forfeited or surrendered or become void of voidable **AND THAT** the Transferor/Assignor has got rightful power and absolute authority to transfer, assign, assure and convey the **said property** for the unexpired/balance period of 999 years in the manner aforesaid **AND THAT** the Transferees/Assignees shall and will and may at all times hereafter during all the residue unexpired period of the said term of 999 years by the said Lease dated 20th day of August, 1970 peacefully and quietly possess and enjoy the **said property** and receive the rents and issues and profits thereof without any lawful eviction, interruption, claim or demand from or by the Transferor/Assignor or any person or persons claiming through under or in trust for the Transferor/Assignor **AND THAT** the **said property** free from all encumbrances made occasioned or suffered by the Transferees/Assignees or any person or persons claiming as aforesaid **AND FURTHER THAT** the Transferees/Assignees and all persons claiming any Estate for them shall and will during the residue now un-expired period of the term granted by the said Lease dated 20th day of August, 1970 at the request and cost of the Transferees/Assignees execute or cause to be done and executed all such acts, deeds and things for further and more perfectly assuring the **said property** and every part thereof unto the Transferees/Assignees in the manner aforesaid as shall be or may be reasonably required **PROVIDED HOWEVER** the Transferees/Assignees shall and will at all times hereafter during the residue now un-expired period of the said

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term of 999 years as granted to the Transferees/Assignees by the said Lease dated 20th day of August, 1970 and observe and perform the Transferees/Assignees covenants and conditions, restrictions therein and shall save harmless and keep indemnified the Original Lessor and its Estate and effects from and against all actions proceedings claims or demands on account or in respect thereof **AND** it is hereby further agreed and declared that neither the transfer and assignment as aforesaid nor anything herein contained shall prejudice or effect the original reservation of rent of the further stipulations covenants and conditions contained in the said Deed of Lease in respect of the **said property** and the person or persons from time to time entitled thereto **AND** the Transferor/Assignor declares that the Transferees/Assignees shall be entitled to mutate their names in the records of all the competent statutory authorities including in the records of the Urban Development Department, Government of West Bengal **AND THAT** the Transferor/Assignor ceases to have any interest in the above mentioning property from this day **AND THAT** the Transferor/Assignor delivers possession of the **said property** unto and in favour of the Transferees/Assignees **TO HAVE AND TO HOLD** the same for their use and benefit without any interruption, claim and demand whatsoever by the Transferor/Assignor or any person claiming through them subject to the terms and conditions of the original Deed of Lease for the unexpired period of the Original Lease.

The Transferor/Assignor herein has represented, assured and undertaken to the Transferees/Assignees the given warranties as follows:-

- i. That the Transferor/Assignor herein is the lawful Mutated Lessee of the **said property** and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the **said property** and the **said property** is free from all/any claim, demand, encumbrance charges, liens, uses, executions, liabilities, leases, licenses, requisitions, acquisitions and alignments etc. whatsoever or howsoever.
- ii. That the Transferor/Assignor herein shall keep harmless and indemnified the Superior Landlord namely the Urban Development Department, Government of West Bengal and its Estate and effects from and against all actions proceedings claims or demands on account or in respect of granting permission for transfer/assign of the **said property** and/or in respect of the transfer caused hereby by virtue of these presents.

The Transferees/Assignees herein have represented, assured and undertaken as under:

- (i) The Transferees/Assignees shall strictly comply with all and every terms and conditions, covenants, stipulations and restrictions made in the Original Lease dated 20th day of August, 1970 and in breach of any of the terms and conditions, covenants, stipulations and restrictions made in the Original Lease dated 20th day of August, 1970 by the Transferees/Assignees herein, the Superior Landlord namely the Urban

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Development Department, Government of West Bengal shall have absolute and exclusive right to re-enter into possession of the demised land or any part thereof after determining the leasehold title of the demised land ex-parte.

(ii) The Transferees/Assignees shall use the **said property** exclusively for the purpose as stated in the Original Lease dated 20th day of August, 1970.

(iii) The Superior Landlord namely the Urban Development Department, Government of West Bengal and all other and every statutory authorities having jurisdiction over the **said property** shall remain indemnified against any and all claims/dues payable by the Transferees/Assignees to any local authority in future.

(iv) That in case of any subsequent transfer of the **said property** by the Transferees/Assignees, the Transferees/Assignees shall again have to obtain prior permission in writing from the Confirming Party herein namely the Government of West Bengal.

THE SCHEDULE "A" ABOVE REFERRED TO LEASEHOLD LAND

ALL THAT leasehold land measuring 4.2395 Cottahs be the land a little more or less and construction made on the Plot No. 130 in Block EC in Sector I in Northern Salt Lake City Extension Area in the District of 24-Parganas (North), Police Station Bidhannagar (North), Registration Office Additional District Sub Registrar, Bidhannagar (Salt Lake City), Kolkata 700 064.

BOUNDARY

NORTH : Plot No. 24 (5K), 25 (5K) and 129 (4K) in Block EC;
SOUTH : Plot No. 131 (4K) in Block EC & Type VI Road;
EAST : Plot No. 129 (4K) in Block EC & Type VI Road;
WEST : Plot No. 24 (5K) and 131 (4K) in Block EC.

THE SCHEDULE "B" ABOVE REFERRED TO
(SAID PROPERTY)

ALL THAT leasehold right, title and interest of **undivided 100%** share of land measuring about more or less 4.2395 Cottahs in Plot No. 130 in Block EC in Sector I in Northern Salt Lake City Extension Area in the District of 24-Parganas (North), Police Station Bidhannagar (North) registration office Registration Office Additional District Sub Registrar, Bidhannagar (Salt Lake City), Kolkata 700 064 along with the **undivided 100%** share of the construction thereon measuring in total about more or less 700 Square Feet which is lying in the Ground Floor of the Premises for the unexpired/balance residue period of the term mentioned hereinbefore and recited in the Deed of Lease dated 20th day of August, 1970.

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IN WITNESS WHEREOF the PARTIES hereto have hereunto set and subscribed their respective hands, seals and signatures on the day, month and year first above written.

SIGNED, SEALED and DELIVERED
by the Transferor/Assignor namely
SMT. ARATI DAS

Arati Das
PAN Card No. AWRPD68170

SIGNED, SEALED and ACCEPTED
by the Transferees/Assignees namely
SRI RAVINDRA KUMAR CHOPRA

Ravindra Kumar Chopra
PAN Card No. ACAPC4647H

SRI BIRENDRA KUMAR CHOPRA

Birendra Kumar Chopra
PAN Card No. ACPPC0363F

In presence of the following

WITNESSES:-

1. SANDIP KAR s/o. Sri Rajniskumar Kar
Sandip Kar
19, Bechu Chatterjee Street, Kolkata

2. Abhinandan Chopra (ABHINANDAN CHOPRA)
s/o Sri Birendra Kumar Chopra
88 College Road, Howrah - 71103.

SIGNED, SEALED and ACCEPTED
by the Confirming Party namely
Government of West Bengal,
Urban Development Department

Seal
Land Manager, Bidhannagar
Urban Development Department
Govt. of West Bengal

In presence of the following

WITNESSES:-

1. Sanjoy Kumar Mitra
H.A.

2.

Drafted as per Government Format.

SPECIMEN FORM FOR TEN FINGER PRINTS

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	(Left Hand)				
	(Right Hand)				
	(Left Hand)				
	(Right Hand)				
	(Left Hand)				
	(Right Hand)				
PHOTO					
	(Left Hand)				
	(Right Hand)				

Anand Das

Parvinder Kumar Chopra

Birendra Kumar Chopra

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1098/13

Government of West Bengal
Urban Development Department
Nagarayan, Block DF-8, Sec-1
Salt Lake, Bidhannagar,
Kolkata - 700 064.

Dated. the 28th March 2013-

No.59 -SL(AL)SC/(EC-130.)

ORDER

This office received application dated 19.10.2012 along with enclosures submitted by Smt Arati Das mutated lessee of Plot No.EC-130,Sec.1,Salt Lake,Kolkata-700 064 whereby permission was sought for by the lessee for transferring her 100% share in the said property(the plot with building thereon) to Sri Birendra Kumar Chopra and Shri Rabindra Chopra by way of deed of transfer in terms of Notification No.2709-SL(AL)/4S-9/2004(Pt-1) dated 22.06.2012.

Since the conditions stipulated in the Notification have been complied with and necessary fees deposited vide T.R. Chaiian No. 7 dated 01.02.2013 deposited with S.B.I. Bikash Bhavan, Salt lake, Kolkata, the Governor has been pleased to grant permission for for transfer thus enabling Smt Arati Das mutated lessee of the Plot for executing Deed of Transfer in favour of Shri Birendra Kumar Chopra and Shri Rabindra Chopra. The deed of transfer should be executed before the undersigned after vetting typed deed of transfer/assignment and registered in the office of the Additional Dist. Sub-Registrar, Bidhannagar, Bikash Bhavan, Salt Lake, Kolkata-91/District/Additional Register of Assurance, North 24 Parganas as per the enclosed proforma within sixty(60) days from the date of issue of this order. After registration of the deed a certified copy of the same should be submitted to this office at the earliest for mutation/updation the Government records.

Proforma of Deed of Transfer/Assignment is available in this Deptt's website- www.wburban.dev.gov.in.

Sd/
(Sital Chandra Mondal)
Land Manager, Bidhannagar and O.S.D
& Ex- Officio Deputy Secretary

No59-SL(AL)SC/EC-130)

Dated, the 28th March 2013

Copy forwarded for information and necessary action to:-

1. The Principal Secretary, U.D. Department, Nagarayan, Salt Lake, Kol-64.
2. The Special Secretary, U.D. Deptt., Nagarayan, Salt Lake, Kolkata-64.
3. The Additional Dist. Sub-Registrar, Bidhannagar, Bikash Bhavan, Salt Lake, Kol-91.
4. The Executive Officer, Bidhannagar Municipality, Paura Bhavan, FD-415A, Sector-III.

By Registered post

5. Smt. Arati Das, (Lessee) EC-130, Sector-1, Salt Lake, Kolkata-700064.
6. Shri Birendra Kumar Chopra, (transfree), 88, College Road, Rabindra Nagar Complex, block-G, 4th Floor, Flat NO. 401, Howrah-711103.
7. Shri Rabindra Kumar Chopra (transferee), 88-College Road, Rabindra Nagar complex, Block-G, 4th Floor, Flat no.- 401, Howrah-711103.

Am
Land Manager, Bidhannagar
And O.S.D. & EX- Officio Deputy Secretary



Government Of West Bengal
Office Of the A.D.S.R. BIDHAN NAGAR
District:-North 24-Parganas

57-58 ✓

Endorsement For Deed Number : I - 01096 of 2013
(Serial No. 01167 of 2013)

On 05/04/2013

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

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 4, 63 of Indian Stamp Act 1899.

Registration Fees paid Online using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

Registration Fees Rs. 1,90,028/- paid online on 04/04/2013 2:35PM with Govt. Ref. No. 192013140000040051 on 04/04/2013 2:34PM, Bank: HDFC Bank, Bank Ref. No. 68297023 on 04/04/2013 2:35PM, Head of Account: 0030-03-104-001-16, Query No:1504L000002217/2013

Certificate of Market Value (WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-1,72,74,045/-

Certified that the required stamp duty of this document is Rs.- 1209203 /- and the Stamp duty paid as: Impresive Rs.- 5000/-

Stamp Duty paid Online using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

Stamp duty Rs. 12,04,203/- paid online on 04/04/2013 2:35PM with Govt. Ref. No. 192013140000040051 on 04/04/2013 2:34PM, Bank: HDFC Bank, Bank Ref. No. 68297023 on 04/04/2013 2:35PM, Head of Account: 0030-02-103-003-02, Query No:1504L000002217/2013

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

Presented for registration at 13.57 hrs on :05/04/2013, at the Office of the A.D.S.R. BIDHAN NAGAR by Arati Das, one of the Executants.

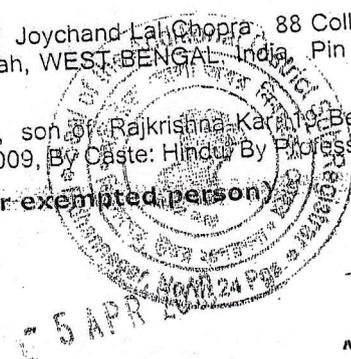
Admission of Execution (Under Section 58, W.B. Registration Rules, 1962)

Execution is admitted on 05/04/2013 by

1. Arati Das, wife of Lt Bishnu Pada Das, E C 130 Sec I Salt Lake City, Kolkata, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700064, By Caste Hindu, By Profession : Retired Person
2. Ravindra Kr Chopra, son of Joychand Lal Chopra, 88 Collage Rd Rabindra Nagar Comp BI G 4th Fl, Flat No:401, District:-Howrah, WEST BENGAL, India, Pin :-711103, By Caste Hindu, By Profession : Others
3. Birendra Kr Chopra, son of Joychand Lal Chopra, 88 Collage Rd Rabindra Nagar Comp BI G 4th Fl, Flat No:401, District:-Howrah, WEST BENGAL, India, Pin :-711103, By Caste Hindu, By Profession : Others

Identified By Sandip Kar, son of Rajkrishna Kar, 104 Bechu Chatterjee St, District:-Kolkata, WEST BENGAL, India, Pin :-700009, By Caste: Hindu By Profession: Business.

Admission Execution (for exempted person)



Addl. District Sub-Registrar
Bidhanagar, (Salt Lake City)

(Saikat Patra)
ADDITIONAL DISTRICT SUB-REGISTRAR



Government Of West Bengal
Office Of the A.D.S.R. BIDHAN NAGAR
District:-North 24-Parganas

Endorsement For Deed Number : I - 01096 of 2013
(Serial No. 01167 of 2013)

1. Execution by S Ch Mondal

who is exempted from his personal appearance in this office under section 88 of Registration Act XVI of 1908, is proved by his seal and signature.

(Saikat Patra)
ADDITIONAL DISTRICT SUB-REGISTRAR



5 APR 2013

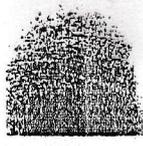
Adtl. District Sub-Registrar
Bidhannagar (Salt Lake City)
(Saikat Patra)

R

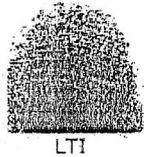
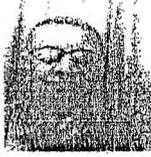
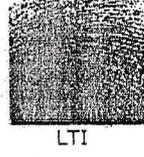
60

Government of West Bengal
Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue
Office of the A.D.S.R. BIDHAN NAGAR, District- North 24-Parganas
Signature / LTI Sheet of Serial No. 01167 / 2013, Deed No. (Book - I , 01096/2013)

Signature of the Presentant

Name of the Presentant	Photo	Finger Print	Signature with date
Arati Das E C 130 Sec I Salt Lake City, Kolkata, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700064	 05/04/2013	 LTI 05/04/2013	<i>Arati Das</i> 05-04-2013

Signature of the person(s) admitting the Execution at Office.

Sl No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Arati Das Address -E C 130- Sec I Salt Lake City, Kolkata, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700064	Self	 05/04/2013	 LTI 05/04/2013	<i>Arati Das</i>
2	Ravindra Kr Chopra Address:-88 Collage Rd Rabindra Nagar Comp BI G 4th Fl, Flat No:401, District:-Howrah, WEST BENGAL, India, Pin :-711103	Self	 05/04/2013	 LTI 05/04/2013	<i>Ravindra Kumar Chopra</i>
3	Birendra Kr Chopra Address -88 Collage Rd Rabindra Nagar Comp BI G 4th Fl, Flat No:401, District:-Howrah, WEST BENGAL, India, Pin :-711103	Self	 05/04/2013	 LTI 05/04/2013	<i>Birendra kumar chopra</i>

Name of Identifier of above Person(s)

Sandip Kar
9 Bechu Chatterjee St, District:-Kolkata, WEST
BENGAL, India, Pin :-700009

Signature of Identifier with Date

Sandip Kar
05/04/2013



Saikat Patra
Addl. District Sub-Registrar
Bidhanagar, (Salt Lake City)

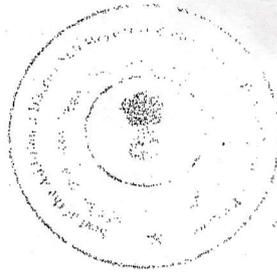
(Saikat Patra)

ADDITIONAL DISTRICT SUB-REGISTRAR

5 APR 2013

Certificate of Registration under section 60 and Rule 69

Registered in Book - I
Volume number 3
Pages from 3497 to 3517
No. 21098 for the year 2013



[Signature]
05 April 2013
JUDICIAL DISTRICT SUB-REGISTRAR
of the A.D.S.R. BIDHAN NAGAR
West Bengal

P-8 62
ANUPAM SIRCAR

ADVOCATE

CALCUTTA HIGH COURT
3F, Olisha House,
4, Government Place,
3rd floor, Kolkata-700001

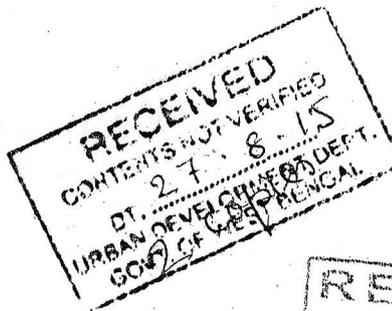
Date: 27.08.2015

To

1. Land Reforms Department
Government of West Bengal
NABANNA, Mandirtala,
Howrah - 711102

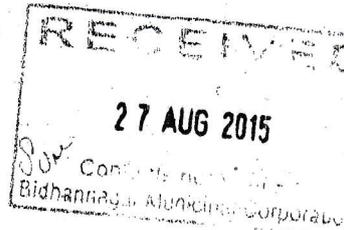


2. The Principal Secretary
Urban Development Department
NAGARAYAN, DF -8, Sector - I
Saltlake City, Kolkata - 700064



010472

3. The Special Secretary,
Urban Development Department
NAGARAYAN, DF -8, Sector - I
Saltlake City, Kolkata - 700064



4. The Executive Officer, The Chairman (B.O.A.)
Bidhannagar Municipality, Corporation
Poura Bhawan, Sector -III,
Salt Lake City, Kolkata - 700098

5. Smt. Arati Das
EC-130, Sector -I, Saltlake city,
Kolkata - 700064

P-8
Annexure 1
to in paragraph
foregoing Petition affirmed
by
on this Day of 2015

Commissioner of Affidavit
High Court, Abanipada
Calcutta

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My clients:

1. Sri Ravindra Kumar Chopra
2. Sri Birendra Kumar Chopra

Both of 88, College Road, Rabindra Nagar Complex,
Block- G, 4th Floor, Flat no. 401,
Howrah -711103

In Re: Demand of Justice

Dear Sir (s)

I am presenting this letter to draw your kind attention to the facts which are being stated hereunder for your kind cooperation and necessary action on the subject as follows:

1. That I, Ravindra Kumar Chopra, son of Sri Joychand Lal Chopra and my brother Sri Birendra Kumar Chopra, residing at 88, College Road, Rabindra Nagar Complex, Block- G, 4th Floor, Flat no. 401, Howrah -711103, beg to state that Smt. Arati Das wife of, Late Bishnu Pada Das residing at EC - 130, Sector - I, Salt Lake City, Kolkata - 700064 was a co-sharer of all parcel of land measuring 4.2395 Cottahs being the land a little more or less Plot no. No. 130 in Block EC in Sector-I by virtue of the registered Deed of Lease dated 20th August 1970, executed between The Governor of the State of West Bengal as the Lessor and Sri Bishnu Pada Das and Smt. Arati Das as the Lessees for the period of 999 years.

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2. That after death of Bishnu Pada Das his legal heirs namely Smt. Arati Das (wife of Bishnu Pada Das), Smt. Anjana Chanda (Daughter Bishnu Pada) and Sri Amit Kumar Das (son Bishnu Pada) mutated their respective shares of the said property. Therefore Smt. Anjana Chanda and Sri Amit Kumar Das both transferred their lease hold right, interest and title to their mother Smt. Arati Das by virtue of Deeds of Gift in the year 2010 and Smt. Arati Das had her name mutated in the records of the Urban Development as sole lessee by way of a proceeding vide Memo/order 905(2)-UD/SL (AL)/EC-130 dated 19.04.2011.
3. That Smt. Arati Das sought permission to transfer her leasehold rights in the said plot which was duly granted by the Urban Development Department, Government vide Memo 59- SL (AL) SC/EC-130 dated 28/3/13.
4. That after that Smt. Arati Das transferred her right, title and interest in favor of my clients by virtue of Transfer of Lease /Deed of Assignment dated 5th April, 2013 for consideration.
5. That subsequently, even after the application made by my clients and repeated communications to mutate their names in the records of the Urban Development Department, Government of West Bengal, and having paid all prescribed fees and submitted all demanded particulars; the said mutation has never been processed for reasons beyond imagination. It is perplexing since permission to transfer the leasehold interest had already been granted by the authorities against completion of requisite formalities and submission of prescribed fees.

Under the aforesaid facts and circumstances I am requesting before your good self again to consider the present as well as the earlier representations furnished before you with a

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request to complete the mutation formalities in favor of my clients otherwise they would be highly prejudiced.

Thanking you,

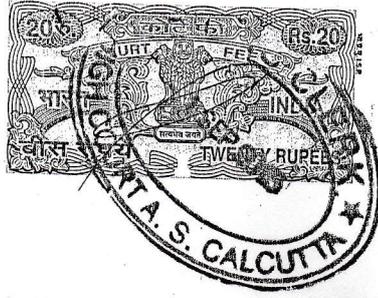
Yours truly,



ANUPAM SIRCAR

ADVOCATE

C/O- ARKA PRATIM CHOWDHURY
OF 3F, Olisa House,
4, Government Place,
Kolkata- 700001.



Ravindra Kumar Chopra

Birendra Kumar Chopra

District: North 24 Parg

"VAKALATNAMA"
IN THE HIGH COURT AT CALCUTTA

Constitutional Writ Civil

Criminal Revisional
Appellate Jurisdiction

W.P. No.

(W) of 2015

Ravindra Kumar Chopra & ors

Appellant
Petitioner

-VERSUS-

The State of West Bengal & ors.

Respondent
Opposite Party

Vakalatnama on behalf of the Petitioner Knows

all men by these presents that by Vakalatnama I / We appoint the Advocate noted below or any one of them as my / our lawful advocate or Advocates for filling the memorandum of appeal or petition for entering appearance

in the above matter, for appearing and in conducting and arguing the same, for depositing or withdrawing any money in connection there with, for moving the Court in any matter connected therewith, for preparing the paper book in the case and for putting in papers, petitions etc. on my / our behalf, for filling or taking back any documents, for withdrawing suits or appeals or petitions with permission to Institute fresh suits etc. for signing and filing petitions of compromise in connection with the said matter and for taking copies of paper from the Record and I/We further say that any act done by my/our said Advocate or Advocates or by any one of them after accepting this Vakalatnama, shall be considered as my / our own true and lawful act.

And I/We further hereby agree and undertake to pay the said Advocate/Advocates his or their fees as settled and all others sums that may be necessary to carry out the requisition of the Court and otherwise to enable the said Advocate/ Advocates to conduct the case properly, failing which the said Advocate/Advocates after notice to me/us will be at liberty to withdraw from the further conduct to the Case.

In witness whereof I / We sign and execute this Vakalatnama on this the 31st day of August 2015

NAME OF THE ADVOCATES

ARKA PRATIM CHOWDHURY
SAGNIK BOSE
DONA GHOSH
PRABIR BERA

M. : 09830069913
M. : 09163628245
M. : 09681208625
M. : 09836894362

HIGH COURT, CALCUTTA
BAR ASSOCIATION ROOM NO. 11

Received the Vakalatnama
from the executant (s) with
Satisfaction and accepted
the Same

Signature.....
(Advocate)

Date.....

Received as above
Shoukath Hussain
A.T.

Received by me
Ajfar Hussain
Attorney

DISTRICT: NORTH 24 PARGANAS
IN THE HIGH COURT AT CALCUTTA
CONSTITUTIONAL WRIT
JURISDICTION
APPELLATE SIDE

W. P. NO (W) OF 2015

An application under Article 226 of The
Constitution of India

Ravindra Kumar Chopra and Anr
..... Petitioners

Versus -

The State of West Bengal and Others
..... Respondents

WRIT PETITION

Advocate on Record:
Arka Pratim Chowdhury
Advocate
Bar Association Room no 11
Olisa House, 4. Government Place
(North)
3rd Floor, Room no 3F, Kolkata: 700001
Mobile: 09830069913