

District: North 24 Parganas

In The High Court at Calcutta

Civil Appellate Jurisdiction

Appellate Side

C.A.N. No. 9491 of 2019

F.M.A.T. No. 944 of 2019

In the matter of:

An application for interim order;

And

In the matter of:

1. Birendra Kumar Chopra,
2. Ravindra Kumar Chopra,

Both residing at 88, College Road,
Rabindranagar Complex, Block - G, 4th
Floor, Flat No. 401, Howrah - 711 103

....Appellants/Petitioners

-Versus-

1. Tarun Kumar Das, son of Late Santi
Ranjan Das, proprietor of M/s. Artland,

residing at EE/13/8, Salt Lake City, Sector - II, Kolkata - 700 091, under Police Station - Bidhannagar (East), in the District of North 24 Parganas having its office earlier at CD-295, Salt Lake City, Sector - 1, Kolkata - 700 064 and presently at CJ - 30, Salt Lake City, Sector - II, Kolkata - 700 091, in the District of North 24 Parganas;

....Respondent

2. Smt. Anjan Chanda, wife of Dr. Bikash Chanda and daughter of Late Bishnupada Das, residing at 23-D, Bade Raipur Road, under Police Station - Jadavpur, Kolkata - 700 032;
3. Amit Kumar Das, son of Late Bishnupada Das, earlier residing at E-130, Salt Lake City, Sector - 1, Kolkata - 700 064, in the District of North 24 Parganas and also of 49 Suri Lane,

under Police Station - Muchipara,
Kolkata - 700 014;

...Proforma Respondents

Application valued at Rs. 69,000/-

To,

The Hon'ble Thottathil B. Radhakrishnan, Chief Justice and His
Companion Justices of This Hon'ble Court

The Humble petition of the
petitioners most respectfully

Sheweth:

1. Your petitioners state that the opposite party No. 1 as plaintiff had filed suit for declaration that he had right to do construction as per unregistered agreement dated April 11, 2002 and unregistered power of attorney dated April 11, 2002 and for injunction before the Learned Civil Judge (Senior Division), 2nd Court at Barasat against one Arati Das, since deceased and the proforma opposite parties. The said suit was registered as T.S No. 205 of 2010.

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

2. Your petitioners state that the said suit was dismissed ex-parte by way of a judgment and decree dated April 24, 2012.
3. Your petitioners state that being aggrieved by and dissatisfied with the said judgment and decree dated April 24, 2012, the opposite party No. 1 preferred an appeal before the Learned Additional District Judge, 3rd Court at Barasat. The said appeal was registered as Title Appeal No. 36 of 2012.

A copy of the said appeal as Title Appeal No. 36 of 2012 is annexed hereto and marked with letter "B".

4. Your petitioners state that the opposite party No. 1 had filed an application under Order 39 Rule 1 & 2 read with Section 151 of the Code of Civil Procedure on June 5, 2012, thereby praying inter-alia for temporary injunction restraining the proforma opposite parties from transferring the suit property to any third party.

Your petitioners crave the kind leave of this Hon'ble Court to rely and refer to the said application at the time of hearing, if required.

5. Your petitioners state that on June 5, 2012, an ad-interim order of injunction was granted in favour of the opposite party No. 1 restraining the proforma opposite parties alongwith the said Arati

Das, since deceased from transferring the suit property to a third party.

6. Your petitioners state that the said Arati Das, during the pendency of the said appeal had transferred the suit property in favour of the petitioners by way of a registered deed of assignment dated April 5, 2013. Your petitioners being a bonafide purchaser did not have any know how of the present litigation and nor the same was disclosed to your petitioners.

A copy of the said registered deed of assignment dated 5th April, 2013 is annexed hereto and marked with letter "C".

7. Your petitioners states that the said order of ad-interim injunction was made absolute vide an order dated March 15, 2014.
8. Your petitioners state that soon after the said transfer, your petitioners were put into possession of the suit property and since then, your petitioners had been in possession thereof.
9. Your petitioners state that while applying for mutation of the property in their names the petitioners for the first time came to know about the pending litigation sometime in the year 2018 since the mutation was being refused. On obtaining such knowledge your petitioners appeared before the Learned Court below and filed

an application under Order 22 Rule 10 of the Code of Civil Procedure to be added as a party.

10. Your petitioners states that vide an order dated September 10, 2018, the petitioners were added as respondent Nos. 4 and 5 in Title Appeal No. 36 of 2012.
11. Thereafter, your petitioners filed an application under Order 39 Rule 4 of the Code of Civil Procedure for vacating the order of injunction dated March 15, 2014.
12. Your petitioners state that the said application seeking vacating the injunction order alongwith an application filed by the opposite party No. 1 seeking amendment of plaint was taken up for hearing by the Learned Appellate Court below on August 17, 2019, when after hearing both sides, the judgment and decree of the Learned Trial Judge was set aside, plaint was allowed to be amended and the entire case was sent back on open remand after rejecting the application for vacating the injunction order.
13. Your petitioners state that being aggrieved by and dissatisfied with the said order No. 67 dated August 17, 2019, your petitioners have preferred the instant appeal and the same is pending.

14. Your petitioners state that an application under Order 39 Rule 2A of the Code is also pending at the instance of the opposite party No. 1.
15. Your petitioners state that the order impugned is vitiated by erroneous findings of law and fact.
16. Your petitioners state that the Learned Appellate Court below erred in making out a third case which was neither the case of the appellants nor that of the respondents.
17. Your petitioners state that the Learned Appellate Court below erred in remanding the suit without considering the materials on record which were sufficient enough to dispose of the appeal on merits.
18. Your petitioners state that the Learned Appellate Court below erred in transforming the complete nature of the suit by way of an amendment thereby relegating the suit for re-trial.
19. Your petitioners state that the Learned Appellate Court below erred in remanding the case back for re-trial without adjudicating the issue of maintainability of the suit as decided by the Learned Trial Court.
20. Your petitioners state that the Learned Appellate Court below erred in not assigning any reason whatsoever for setting aside the

finding of the Learned Trial Judge on the issue of maintainability prior to remanding the matter back on a completely different issue.

21. Your petitioners state that the Learned Appellate Court below erred in not considering that no trial of the suit was possible without the Court being satisfied as to the basic maintainability of the suit.
22. Your petitioners state that the Learned Appellate Court below erred in sending the matter back on open remand thereby changing the nature and character of the suit without recording any finding and/or satisfaction as regards the reason for such remand.
23. Your petitioners state that the Learned Appellate Court below erred in misconstruing the provisions of Order 41 Rule 23 and Rule 23A of the Code thereby getting confused with the issue of preliminary point of maintainability and the issue of the matter as a whole.
24. Your petitioners state that the Learned Appellate Court below erred in not appreciating that the decree in the suit was neither based on the issue of purchase of the suit property by the appellants herein nor was it on the issue of subsistence of an injunction order, thus, allowing of amendment application or rejection of vacating application could not have any bearing for the issue to be remanded back for re-trial.

25. Your petitioners state that the order impugned is cryptic and suffers from lack of any reasons whatsoever for sending the matter back on open remand without adhering to the settled propositions of law on open remand.
26. Your petitioners state that the Learned Court below erred in not ascertaining the correct state of affairs.
27. Your petitioners state that the Learned Appellate Court erred in not considering that the in absence of a prima facie case, no order of injunction can be allowed to subsist.
28. Your petitioners state that the balance of convenience and inconvenience is heavily tilted in favour of rejecting the injunction application.
29. Your petitioners state that the subsistence of injunction order has prejudiced your petitioners and has cause irreparable loss and injury.
30. This application is made bonafide and for the ends of justice.

Under the premises as aforesaid
Your Lordships would be graciously
pleased to issue a rule calling upon
the opposite party to show cause as

to why the order of injunction dated March 15, 2014 passed in Title Appeal No. 36 of 2012 shall not be vacated and as to why all further proceedings of Title Suit No. 205 of 2010 pending before the Learned Civil Judge (Senior Division), 2nd Court at Barasat shall not be stayed and on causes being shown and if no cause is shown to make the rule absolute and to pass such further order/orders as Your Lordship may deem fit and proper.

AND

Your petitioners further pray for ad-interim orders in terms of the prayer above.

And for this Act of Kindness, Your petitioners as in duty bound shall ever pray.

Sg/

11

AFFIDAVIT

I, Gaurav Chopra, son of Birendra Kumar Chopra, aged about 29 years,
by faith – Hindu, by occupation – Business, residing at 88, College Road,
Rabindranagar Complex, Block – G, 4th floor, Flat no. 401, Howrah –
711103, do hereby solemnly affirm and say as follows:-

1. That I am the Constituted Attorney of the appellants/petitioners
above named and as such am well acquainted with the facts and
circumstances of this case and as such I am duly authorized and
competent to affirm this affidavit on behalf of the
appellants/petitioners.
2. The statements made in paragraph 1 to 28 are true to my knowledge
and rests are my humble submissions before this Learned Court.

Prepared in my office

Sd/ A. Banerjee
Advocate

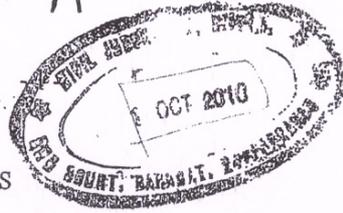
Sd/ G. Chopra
Deponent is known to me

Sd/
Clerk to Mr.
Sd/
Advocate

Solemnly affirmed before me on
this *17th* day of September, 2019.

Sd/
COMMISSIONER

ANNEXURE - A



10
Filed by
Jagabandhu
Das

DISTRICT : NORTH 24-PARGANAS

IN THE LEARNED 2ND COURT OF THE CIVIL JUDGE (SENIOR DIVISION)

AT BARASAT

- 12 -

Title Suit No. 205 of 2010

205 of 2010

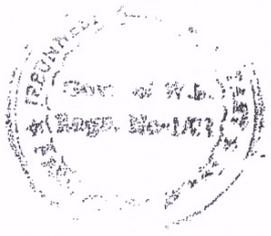
C. J. Das required
of R=4280-00
of R=4300-00
10-10

Tarun Kumar Das, son of Late Santi Ranjan Das, Proprietor of M/s Artland, residing at EE/13/8, Salt Lake City, Sector - II, Kolkata - 700 091, under Police Station Bidhannagar (East), in the District of North 24-Parganas having its office earlier at CD-295, Salt Lake City, Sector I, Kolkata - 700 064 and presently at CJ-30, Salt Lake City, Sector - II, Kolkata - 700 091, in the District of North 24-Parganas

..... Plaintiff.

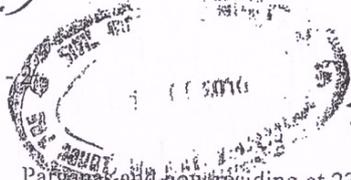
-Versus-

1. Smt. Arati Das, wife of Late Binupada Das, earlier residing at EC-130, Salt Lake City, Sector - I, Kolkata - 700 064, in the District of North 24-



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Tarun K. Das

(11)

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TARAK MURHE PJJE
MADRAS

1. Plaintiff now residing at 23-D, Bade Parganas, under Police Station Raipur Road, under Police Station Jadavpur, Kolkata - 700 032.

2. Smt. Anjana Chanda, wife of Dr. Bikash Chanda and daughter of Late Bishnupada Das residing at 23-D, Bade Raipur Road under Police Station Jadavpur, Kolkata - 700 032.

3. Amit Kumar Das, son of Late Bishnupada Das, earlier residing at EC-130, Salt Lake City, Sector - I, Kolkata - 700 064, in the District of North 24-Parganas and also of 49, Suri Lane, under Police Station Muchipara, Kolkata - 700 014.

Defendants.

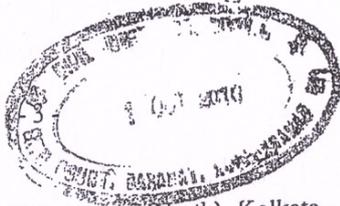
SUIT FOR DECLARATION AND INJUNCTION VALUED AT Rs. 69,000/-
FOR DECLARATION AND RS. 1,000/- FOR INJUNCTION



1. That the plaintiff is engaged in the business of construction under the name and style "M/s. Artland" and the office earlier was at CD-295, Salt Lake

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of Bishnupada Das

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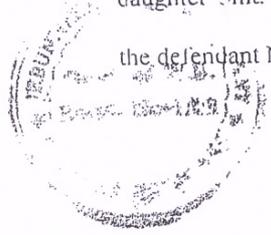
TARAKMUNHERJEE
ADVOCATE

City, Sector - I, under Police Station Bidhannagar (North), Kolkata - 700 064, in the District of North 24-Parganas and the present office is at CJ-30, Salt Lake City, Sector - II, Kolkata - 700 091, in the District of North 24-Parganas.

2. That Bishnupada Das, since deceased, and his wife Smt. Arati Das, the defendant No. 1 jointly obtained a vacant plot of land measuring more or less 4.2395 cottahs being Plot No. 130, Block-F(C), Sector - I of the Northern Salt Lake City extension area in the District of 24-Parganas now in North 24-Parganas on lease under a registered Deed of Lease dated 20th August, 1970 from the Governor of West Bengal for 999 years registered at the office at Cossipore Dum Dum, in Book No.1, Volume No. 95, for the year 1970 for erecting a building on the said plot of leasehold land for residential purpose.

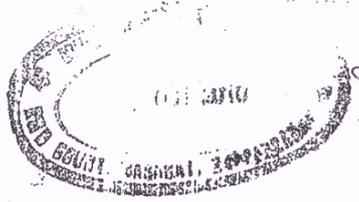
3. That after taking possession of the said leasehold land the said Bishnupada Das applied to the Salt Lake Authority i.e., Bidhannagar Notified Area Authority now Bidhannagar Municipality for sanction of the building plan and constructed a partly one storied residential building on the said plot of leasehold land and started living there with his family as described in the schedule below hereinafter referred to as the suit property.

4. That the said Bishnupada Das, however died intestate on 15th July, 1990 leaving behind his widow Smt. Arati Das, the defendant No.1, one married daughter Smt. Anjana Chanda, the defendant No. 2 and a son Amit Kumar Das, the defendant No. 3.



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Shri M. Das

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JAGAN MURTHY

5. That after the demise of the said Bishnupada Das, the defendant No. 1 wanted to make further construction upon the existing one storied residential building but she had no source of income and Banks and financial institutions also refused to sanction home loan.

6. That the defendant No. 1 then contacted the plaintiff for making construction of the other two floors on the roof of the existing building and upon negotiation the plaintiff agreed to undertake the construction work and the defendant No. 1 agreed to engage the plaintiff to construct and to complete the said two floors on the existing partly constructed ground floor and to give the first floor and the second floor to the plaintiff as tenant under the defendants. Accordingly an agreement by and between the plaintiff and the defendants was arrived on 11th April, 2002 which was notarised on 12th April, 2002 inter-alia on the following terms and conditions :-

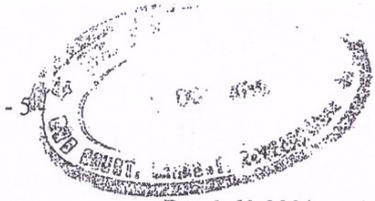
- i) That the plaintiff shall pay an amount of Rs. 13,60,000/- to the defendants as security deposit.
- ii) That the defendants shall obtain the necessary permission from the competent authority and accordingly a notarised power of attorney was made and executed by the defendants in favour of the plaintiff to carry out the construction work.



7. According to the said Agreement dated 11.04.2002 the plaintiff paid Rs. 9,26,000/ by cheque and cash as follows :

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Tarak Mukherjee

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TARAK MUKHERJEE
ADVOCATE

11.04.2002	Rs. 1,60,000/-
15.05.2002	Rs. 1,00,000/-
19.05.2002	Rs. 1,00,000/-
03.08.2002	Rs. 50,000/-
18.09.2002	Rs. 98,500/-
11.10.2002	Rs. 1,00,000/-
12.11.2002	Rs. 50,000/-
12.11.2002	Rs. 50,000/-
	<hr/>
	Rs. 7,08,500/-
The plaintiff also paid	Rs. 50,000/-
02.12.2002	Rs. 1,00,000/-
05.12.2002	<u>Rs. 67,500/-</u>
Total	<hr/> Rs. 9,26,000/- <hr/>

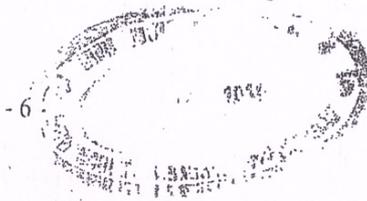
And these payments have been acknowledged by way of money receipts by all the defendants more particularly the defendant No. 1 Smt. Arati



8. That the plaintiff started construction work for raising two more floors as per the earlier sanctioned plan in the front portion of the ground floor in

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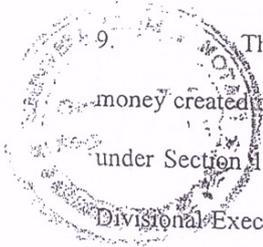
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Prasenjit Das
FILED BY

the said building which was kept vacant by the defendant's husband. At that period the defendant No. 1 inducted one Debabrata Gupta in a portion of the ground floor in that building without any intimation and consent of the plaintiff and the plaintiff came to know about the said tenancy from a letter / intimation addressed to the Chairman of the Bidhannagar Municipality vide letter dated 18.04.2007 written by the said Debabrata Gupta that he has taken a portion of the ground floor of the said suit property on tenancy basis.

Furthermore the plaintiff at his own cost prepared a revised building plan for the purpose of obtaining sanction from the municipal authorities and forwarded it to the said defendants for obtaining their signatures but they refused to sign the same.

8. That Smt. Arati Das, the defendant No. 1 thereafter left the said premises at EC-130, Salt Lake City, Sector - I, Kolkata - 700 064, in the District of North 24-Parganas and went to live at 23, Bade Raipur Road, under Post Office Jadavpur, Kolkata - 700 032 with her married daughter the defendant No. 2 and the son being the defendant No. 3 also left the said house who was subsequently declared insolvent by the Hon'ble High Court in its Original Civil Jurisdiction in Insolvency Case No. IC-2 of 2003.

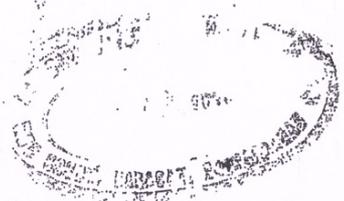


9. That the defendant No. 1, however, after taking so much amount of money created obstruction to the work by the plaintiff and also filed an application under Section 144(2) Cr. P.C. being M. P. Case No. 18 of 2003 before the Sub-Divisional Executive Magistrate at Salt Lake and an order was obtained from that

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Executive Magistrate and accordingly the plaintiff stopped further work at the said suit property.

10. The defendant No. 1 also filed an F.I.R on 30.04.2003 against the plaintiff before the Bidhannagar (North) Police Station being Bidhannagar P.S. Case No. 67 dated 30.04.2003 was started which was registered as G.R. Case No. 2016 of 2005 in the court of the Ld. ACJM, Bidhannagar.

11. The plaintiff appeared in the said criminal case and faced the trial and upon taking evidences the Ld. Assistant Chief Judicial Magistrate at Bidhannagar found the plaintiff not guilty and accordingly he was acquitted by and under the judgement and order dated 06.06.2007 under Section 255(1) of the Criminal Procedure Code.

12. The defendant No. 1 further filed a Title Suit being No. 103 of 2003 before this Learned Court against the plaintiff inter alia alleging that the plaintiff on 20.01.2003 made attempts for forcible possession of the suit property and prayed for an injunction restraining the plaintiff from disturbing peaceful possession of the plaintiff and from changing the nature and character of the said suit property.



13. The plaintiff appeared in the said title suit as defendant and filed the written statement denying all the allegations made against him.

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14. That ultimately the plaintiff in the said title suit and the defendant No. 1 herein filed an application before this Learned Court stating that the matter and the dispute involved have been settled out of court by and between the said parties on the terms and conditions as envisaged in the compromise petition and thereafter prayed for dismissal of the said suit for non-prosecution and accordingly, the said title suit was dismissed for non-prosecution on 29.05.2007. The plaintiff thereafter further paid a sum of Rs. 1,02,000/- on 30th July, 2007 and the defendant Nos. 1 and 2 have acknowledged the receipt of the total amount of Rs. 10,28,000/- till the date of execution of the power of attorney.

15. That the defendant Nos. 1 and 2, according to the terms of the said compromise petition, executed a Power of Attorney dated 16th April, 2008 permitting the said plaintiff as the constituted attorney to proceed with the work of construction / development of the said suit property without any interference / objection / non co-operation from the said defendants. Subsequently the plaintiff also paid Rs. 25,000/- on 04.10.2008 to the defendant No. 1 which has also been duly acknowledged by the defendant No. 1 in the presence of witness being the defendant No. 2. Thus the total amount of Rs. 10,53,000/- has been paid by the plaintiff to the defendant Nos. 1 and 2 which has been duly acknowledged by the said defendant Nos. 1 and 2.



16. That the plaintiff also got the building plan prepared and sanctioned on 16.06.08 for raising the first and the second floor of the said building on the said property and wanted to raise the construction as per the Agreement and the

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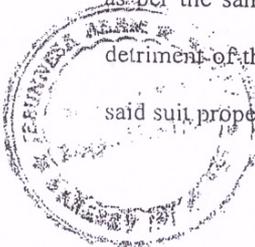
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Power of Attorney strictly in accordance with the said sanctioned building plan but the defendants again started creating obstruction to the said construction work at the said suit property and refused to offer any co-operation.

17. After discussions and persuasion, the plaintiff and the defendant No. 1 agreed that the plaintiff will carry on the said construction work and the defendant No. 1 also agreed that the defendant No. 1 will make a declaration that due to her old age it was not possible for her to represent everywhere before and during the said construction work and that the plaintiff will represent the defendant No. 1 as the authorised agent and do the needful on her behalf according to the said General Power of Attorney dated 11.04.2002. According to that arrangement the defendant No. 1 agreed to execute an affidavit before the Notary Public reiterating the previous terms and conditions.

18. That according to the said arrangement the plaintiff prepared the declaration and the affidavit on stamp papers purchased on 06.10.2009 and 09.12.2009 respectively but when the plaintiff placed the said two documents before the defendant No. 1 for obtaining the signature of the defendant No. 1, she backed out. Thereafter the plaintiff on several occasions requested the defendant No. 1 to co-operate with the plaintiff to complete the rest of the construction work as per the sanctioned plan but the defendant No. 1 refused to co-operate to the detriment of the interests of the plaintiff. The defendant No. 1 threatened that the said suit property would be transferred to a third party to make pecuniary gains.



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FILED BY *Ganesh M. Rao*
TARAK MOHAPATRA
ADVOCATE

19. That recently the plaintiff has come to know that the defendant Nos. 2 and 3 have approached the Competent Authority to accord permission to transfer their respective shares in the said suit property to their mother, the defendant No. 1 by a deed of gift without intimating and obtaining the consent of the plaintiff and therefore the plaintiff wrote a letter to the said Competent Authority on 23.08.2010 stating the entire facts regarding the said suit property and requesting them not to accord the permission as prayed for by the defendants. The said Competent Authority by and under a letter dated 9th September, 2010 asked the plaintiff to appear at their office on 14.09.2010 for the purpose of hearing and on 14.09.2010, the plaintiff went to the said office of the Competent Authority and in course of the hearing was told that the plaintiff should approach the competent civil court for obtaining an appropriate order. If the defendant Nos. 2 and 3 succeed to transfer their share of the said suit property in favour of their mother, the defendant No. 1, the plaintiff reasonably apprehends that the defendant No. 1 may transfer the said suit property to a third party to the detriment of the interests of the plaintiff created in the said suit property by way of agreement and affidavits as stated hereinabove. The defendants have also usurped Rs. 10,53,000/- from the plaintiff and if the defendants succeed in the said plan, the plaintiff shall stand to suffer irreparable loss and injury not compensable by money value.

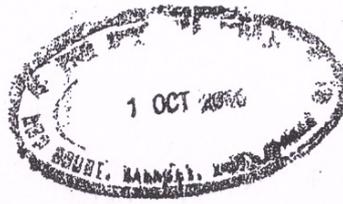
20. Therefore, the plaintiff files this suit for injunction restraining the defendant Nos. 2 and 3 from transferring their share to the defendant No. 1 or to any third party.



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25. That there is no unnecessary delay in filing the instant suit.

The plaintiff, therefore, prays for :-

- a) Leave under Order 2 Rule 2 of the Civil Procedure Code;
- b) Déclaration that the plaintiff has the right to do the construction work as per agreement dated 11.04.2002 and the power of attorney dated 11/04.2002;
- c) Injunction restraining the defendant Nos. 2 and 3 from transferring their respective shares in the said suit property to the defendant No. 1;
- d) Injunction restraining the defendant No. 1 from transferring the suit property or any part or portion thereof to any third person;
- e) Injunction restraining the defendants from causing any obstruction or hindrance in the construction work by



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1 OCT 2010

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TARAK MUMTAZ JEFF

the plaintiff according to the agreements and power of attorney executed by the defendants in favour of the plaintiff in terms with the sanctioned building plan;

- f) Injunction restraining the defendant Nos. 1, 2 and 3 from engaging or appointing any other person or persons to make construction work in the suit property excepting the plaintiff.
- g) Temporary / ad-interim injunction in terms of prayers (b), (c), (d), (e) and (f) above
- h) Receiver;
- i) Cost of the suit and incidentals thereto.
- j) Any other relief or reliefs to which the plaintiff is entitled in law and in equity.

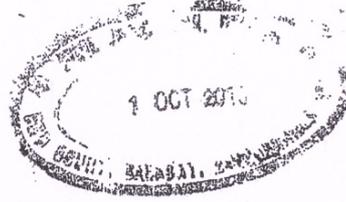


And for this act of kindness your petitioner, as in duty bound, shall ever pray.

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T. I.

List of copies of documents filed :-

1. Deed of Lease dated 20.08.1970.
2. Death Certificate of original Lessee Bishrupada Das
3. Agreement for Assignment executed by the defendants dated 11.04.02
4. General Power of Attorney executed by the defendants dated 11.04.02
5. Money Receipts dated 12.11.02, 02.12.02, 05.12.02, 06.12.02, 30.07.07 & 04.10.08
6. Debabrata Gupta's letter to the Chairman, Bidhannagar Municipality dated 18.04.07
7. Declaration of insolvency of Amit Kumar Das, defendant No. 3 by the Hon'ble High Court in Insolvency Case No. 1C 2 of 2003.
8. Acquittal in Criminal Case G.R. No. 2016/05 -- - Judgement dated 06.06.07
9. Compromise petition filed in T.S. No. 103/03.
10. Non-prosecution of T.S. No. 103/03 ---- Order dated 29.05.2007.
11. Irrevocable Power of Attorney executed by the defendants dated 16.04.08
12. 2 Nos. draft affidavit-cum-declaration of Smt Arati Das, defendant No. 1
13. Complaint letter of plaintiff to the Competent Authority dated 23.08.10.
14. Letter of hearing of the Competent Authority to plaintiff dated 09.09.10.



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SCHEDULE

FILED BY
M. S. K. Das

All that the rent free land measuring 4.2395 cotahs being the land a little more or less together with the partly built one storied building situated in plot No. 130 in Block EC, Sector - I, Salt Lake City, under Police Station Bidhannagar (North), Sub-registration office at Bidhannagar, in the District of North-24-Parganas butted and bounded by :

- On the North : Plot No. 24 (5k), 25 (5k) and 129 (4k) in Block EC.
- On the South : Plot No. 131 (4k) in Block EC & Type VI Road.
- On the East : Plot No. 129 (4k) in Block EC & Type VI Road.
- On the West : Plot No. 24 (5k) and 131 (4k) in Block EC.



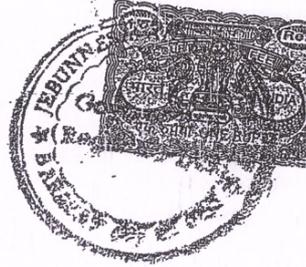
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- 16 -
BEFORE THE NOTARY PUBLIC
BARASAT NORTH 24 PARGANAS

AFFIDAVIT



22/10/10
21/10/10

I, Tarun Kumar Das, son of Late Santu Ranjan Das, aged about 55 years, by faith Hindu, by occupation business, residing at EE/13/8, Salt Lake City, Sector -II, Kolkata - 700 091, under Police Station Bidhannagar (East), in the District of North 24-Parganas, do hereby solemnly affirm and say as follows :

1. That I am the plaintiff in the above case and am well conversant with the facts and circumstances of the case and I am competent to file the instant suit.
2. That the statements made in paragraph ^{above} 1 to 2 are true to my knowledge derived from the records which I verily believe to be true and the rest are my respectful submissions before this Learned Court.

I sign this affidavit on this the ^{above} 1st day of October, 2010 at the court premises.

Tarun Kumar Das
Deponent

Prepared in my office
Tarun Kumar Das
Advocate

Identified by me
Tarun Kumar Das
01/10/10
Advocate

Solemnly affirmed on 01/10/10
by the Tarun Kumar Das
Advocate

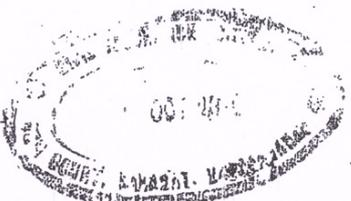
Tarun Kumar Das
Notary Public Barasat
North 24 Parganas

THIS DOCUMENT CONTAINS
PAGES AND IS CHECKED BY
Tarun Kumar Das
NOTARY CLERK

01 OCT 2010

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- 17



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FILED BY

TARAK MUKHERJEE
ADVOCATE

VERIFICATION

I, Tarun Kumar Das, son of Late Santi Ranjan Das, aged about 55 years, by faith Hindu, by occupation business, residing at EE/13/8, Salt Lake City, Sector - II, Kolkata - 700 091, under Police Station Bidhannagar (East), in the District of North 24-Parganas, do hereby solemnly verify and say as follows :

1. That I am the plaintiff in the above case and am well conversant with the facts and circumstances of the case and am competent to file the suit.
2. That the statements made in paragraphs 01 to 23 are true to my knowledge derived from the records which I verily believe to be true and the rest are my respectful submissions before this Learned Court.

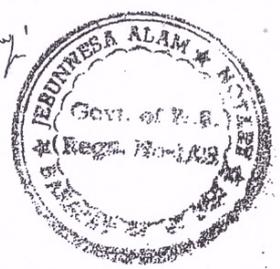
I sign this verification on this the 13th day of October, 2010 at the court premises.

Tarun Kumar Das

Tarun Kumar Das

Deponent

Prepared in my office
Tarak Mukherjee
Advocate



Identified by me
Tarak Mukherjee
Advocate

Checked by

ANNEXURE - B
- 29 -

DISTRICT : NORTH 24 PARGANAS

In the Court of Ld. 3rd Additional District Judge at Barasat

Title Appeal No. 36 of 2012

Sri Tarun Kumar Das

.....Appellant

-Versus-

Smt. Arati Das

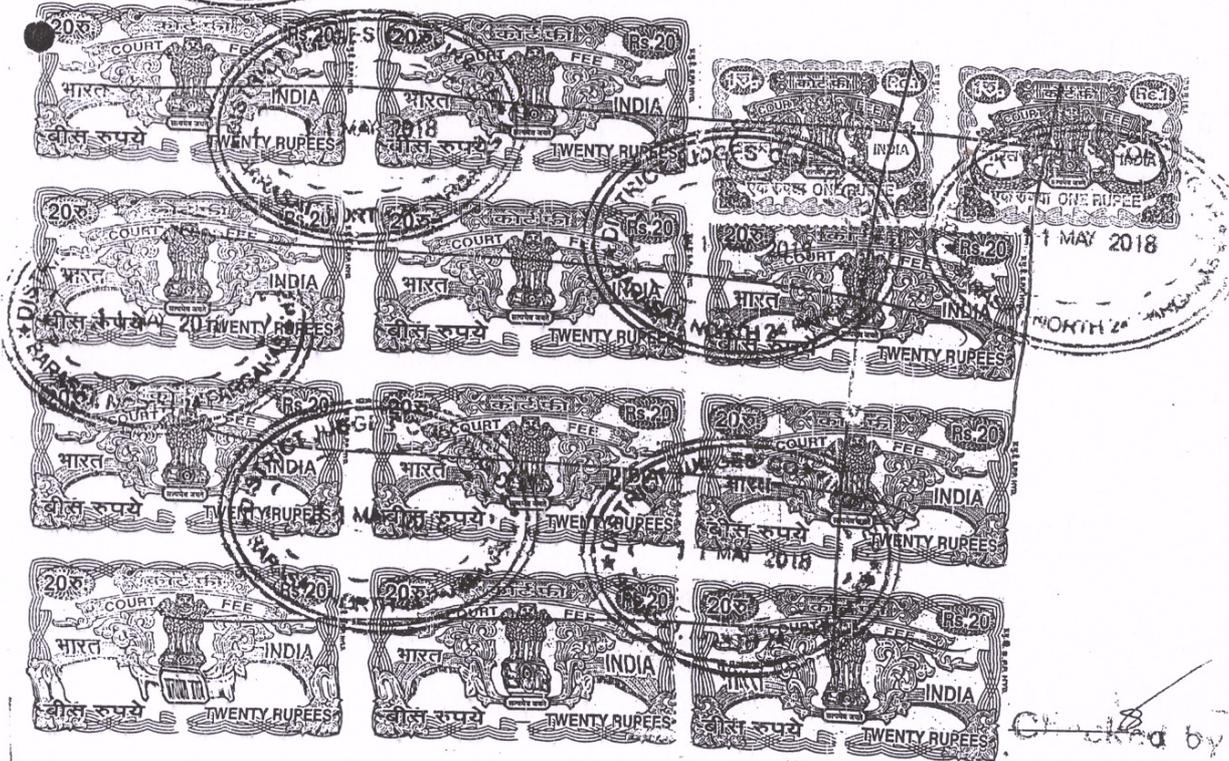
....Respondent



C-118

Petition No. X- 6016 dated 10-05-2018

Assessment Date : 11/05/2018



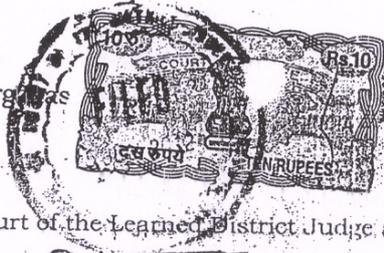
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- 30 -



Date of application for copy..... 10/05/18
1. Date filed for admission to
Magistrate's Court..... 11/05/18
2. Date of delivery of the
original to the court..... 11/05/18
3. Date of receipt of the copy
ready to deliver..... 11/05/18
4. Date of making up the copy
to the court..... 11/05/18
5. Costs of copy.....
8. Number of the Xerox sheets
Rs. 222/-
1 + 73 = 74/-
8

District : North 24-Parganas



Sd/- Adl

475

x 8016

Plaintiff

12/11/12

7/3/12

3/5

In the Court of the Learned District Judge, at Barasat.

© 11/9/2012 1911101086172012

Title Appeal No 36 of 2012

no caveat is pending
Kolkata
5/6/12
D.A.

Presented today
Appellant filed within time

Amount paid Rs 4,310/-
and is sufficient.

G. Das
Sherstadar
Judge's Office

5/6/12

Tarun Kumar Das, son of Late Santi Ranjan Das, Proprietor of M/s Artland, residing at EE/13/8, Salt Lake City, Sector - II, Kolkata - 700 091, under Police Station Bidhannagar (East), in the District of North 24-Parganas having its office earlier at CD-295, Salt Lake City, Sector - I, Kolkata - 700 064 and presently at CU-30, Salt Lake City, Sector - II, Kolkata - 700 091, in the District of North 24-Parganas

Appellant / Plaintiff

- Versus -

1. Smt. Arati Das, wife of Late Bishnupada Das, earlier residing at EC-130, Salt Lake City, Sector - I, Kolkata - 700 064, in the District of North 24-Parganas and now residing at 23-D, Bade Raipur Road, under Police Station Jadavpur, Kolkata - 700 032.



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2. Smt. Atijana Chanda, wife of Dr. Bikash Chanda and daughter of Late Bishnupada Das, residing at 23-D, Bade Raipur Road, under Police Station Jadavpur, Kolkata - 700 032



3. Amit Kumar Das, son of Late Bishnupada Das, earlier residing at EC-130, Salt Lake City, Sector - I, Kolkata - 700 064, in the District of North 24-Parganas and also of 49, Suri Lane, under Police Station Muchipara, Kolkata - 700 014.

..... Respondents / Defendants

Appeal valued at Rs. 70,000/-

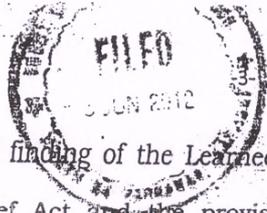
Being aggrieved by and / or dissatisfied with the judgement dated 24.04.2012 in Title Suit No. 205 of 2010 passed by the Learned 2nd Civil Judge (Senior Division) at Barasat, North 24-Parganas, the appellant / plaintiff begs to move this Learned Court on the following amongst other :-

GROUNDS

- I. For that the dismissal of the suit by the Learned Trial Court is against the evidence on record and hence perverse.



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For that the finding of the Learned Trial Court that Section 34 of the Specific Relief Act and the proviso under that Section, a decree of declaration is prohibited where the appellant / plaintiff is entitled to seek further relief failed to do so is misconceived and against Section 34 of the Specific Relief Act read with proviso thereto.

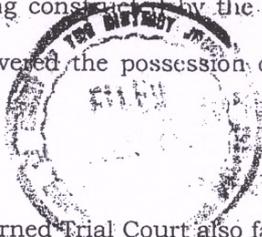
- III. For that the Learned Trial Court below failed to appreciate that Specific Relief Act is not exhaustive.
- IV. For that the Learned Trial Court has also misconstrued Section 41 of the Specific Relief Act.
- V. For that the Learned Trial Court failed to appreciate the plaint story. In the plaint the appellant / plaintiff has inter-alia pleaded that the appellant / plaintiff entered into an agreement dated 11.04.2002 (Exhibit - 2) with the respondents / defendants under which the respondents / defendants who are owners of the suit property handed over the said land of the respondents / defendants to the appellant / plaintiff for development on the terms and conditions set out in the said agreement and the appellant / plaintiff has been described as assignee and the respondents / defendants as assignors. That the Agreement should be read as a whole to find out the real character of the agreement.
- VI. For that as per the Agreement the appellant / plaintiff paid a sum of Rs. 9,26,000/- on 05.12.2002 on the date of the agreement to the respondent / defendant No. 1 and the said land was handed over to the appellant / plaintiff by the respondents / defendants for making construction thereon and it is specifically provided in that agreement



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that the respondents / defendants assigned the right, title and interest in the said building constructed by the appellant / plaintiff with his own money and delivered the possession of the property to the appellant / plaintiff.



TARAK M.

VII. For that the Learned Trial Court also failed to appreciate that a Title Suit was filed by Sm. Arati Das, the defendant / respondent No. 1 being Title Suit No. 1C3 of 2003 against the appellant / plaintiff herein inter-alia alleging that the defendant / respondent in that suit was trying to take forcible possession of the suit property which was already delivered to the appellant / plaintiff herein for consideration and prayed for injunction and the said injunction was granted. That ultimately a compromise was arrived at between the parties and the said suit was dismissed for non-prosecution in view of that compromise.

VIII. For that the Learned Trial Court below also failed to appreciate that an irrevocable General Power of Attorney was given by the respondents / defendants Smt. Arati Das, Smt. Anjana Chanda and Amit Kumar Das later through her mother / constituted attorney Smt. Arati Das. The said Amit Kumar Das was later adjudged insolvent by the Hon'ble High Court at Calcutta.

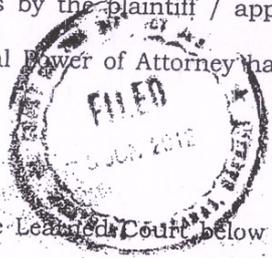
IX. For that the said General Power of Attorney dated 16.04.2008 gives full power to the appellant / plaintiff to raise a building on the suit property and it was further agreed that the ground floor will be of the respondents / defendants / owners of the land and the first floor and second floor of the building will be that of the appellant / plaintiff and the appellant / plaintiff further paid Rs. 1,00,000/- (Rupees one lakh only) by cheque on



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30.07.07 and further Rs. 25,000/- (Rupees twenty five thousand only) in cash on 04.10.2008. Thus the total payment made to the defendants / respondents by the plaintiff / appellant stood at Rs. 10,53,000/-. The said General Power of Attorney has been marked as Exhibit - 7 in the suit.



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JESUNHESA ALAM

- X. For that the Learned Court below wrongly held that Exhibit - 2, i.e. the assignment agreement having been not registered has no evidentiary value.
- XI. For that the Learned Trial Court failed to appreciate that once a document is marked Exhibit it shall have to be considered by the Learned Trial Court and that document was to be impounded before admitting it as evidence but once that unregistered and not adequately stamped document is admitted in evidence and marked as Exhibit, it can not be thrown out by the Learned Trial Court.
- XII. For that the finding of the Learned Trial Court below that copy of the dismissal of the earlier suit being Title Suit No. 103 of 2003 filed by the defendant / respondent Smt. Arati Das has not been filed in the Title Suit No. 205 of 2010 but Exhibit - 6 is the certified copy of the order sheet passed in the title Suit No.103 of 2003, so this finding is against the evidence on record and hence perverse.
- XIII. For that the finding of the Learned Trial Court that Title Suit No. 205 of 2010 is simply for declaration and such suit is barred under Section 34 and 41 of the Specific Relief Act, is also against the pleading and also against the settled principles of law.



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XIV. For that in the plaint of Title Suit No. 205 of 2010 the plaintiff / appellant has prayed for leave under Order 2 Rule 2 of Civil Procedure Code and for declaration that the plaintiff / appellant has the right to do construction work as per the contract dated 11.04.2002 and the Power of Attorney dated 11.04.2002 and for injunction restraining the respondent / defendant Nos. 2 and 3 from transferring their respective share in the said suit property and several other injunctions including injunction restraining the respondent / defendants from causing any obstruction, hindrance to the construction work of the plaintiff / appellant as per agreements and power of attorney, so it can not be said that the suit is merely for declaration.

XV. For that the proviso under Section 34 of the Specific Relief Act does not bar the instant suit No. 205 of 2010 as the plaintiff / appellant has prayed for declaration and for injunction. The suit for declaration with consequential reliefs is not barred by Specific Relief Act.

XVI. For that the Learned Court below also misconstrued Section 41 of the Specific Relief Act and the finding of the Learned Trial Court that the suit is barred under Section 41 is also not sustainable in law. Section 41(e) of the Specific Relief Act says that injunction to prevent the breach of contract performance which would not be specifically enforced, this refers to contract of service. But the present suit is for construction and development work.

XVII. For that the Learned Trial Court below ought to have decreed the suit instead of dismissing it.



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XVIII. For that the instant appeal is not barred by limitation.

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TARAK

List of documents

Certificate.

- 1. Memo of Appeal -
 - 2. Judgement - 1
 - 3. Vakalatnama - 1
-
- Total - 3



Certified that the grounds set forth above are good grounds of Appeal and I undertake to support the same at the time of hearing.

Greaty Hinkley
Advocate



Checked by

ANNEXURE - C

ANNEXURE - 0



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

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A 571308

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

[Signature]
 Registrar
 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.

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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 **A.I.I.** 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

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.

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 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

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.

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 Rajkishore Kar

Sandip Kar
19, Bechu Chatterjee Street, Kol-9

2. Abhinandan Chopra (ABHINANDAN CHOPRA)
s/o Sri Birendra Kumar Chopra
88 College Road, Howrah - 71102

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

[Signature]
Land Manager, Bidhannagar
Urban Development Department
Govt. of West Bengal

In presence of the following

WITNESSES:-

1. Sanjoy Kumar Mitra
[Signature]

2.

SPECIMEN FORM FOR TEN FINGER PRINTS

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	Anand Das						
		Little	Ring	Middle	Fore	Thumb	
		(Left Hand)					
		Thumb	Fore	Middle	Ring	Little	
(Right Hand)							
	Purnima Kumari Chopra						
		Little	Ring	Middle	Fore	Thumb	
		(Left Hand)					
		Thumb	Fore	Middle	Ring	Little	
(Right Hand)							
	Binodini Kumari Chopra						
		Little	Ring	Middle	Fore	Thumb	
		(Left Hand)					
		Thumb	Fore	Middle	Ring	Little	
(Right Hand)							
PHOTO							
	Little	Ring	Middle	Fore	Thumb		
	(Left Hand)						
	Thumb	Fore	Middle	Ring	Little		
(Right Hand)							

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

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

Dated.the 28th March 2013

MEMO

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-02004(Pt-I) dated 22.06.2012.

Since the conditions stipulated in the Notification have been complied with and necessary fees deposited vide T.R. Chaitan 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,Bidhanagar,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 Dept.'s website- www.urbandev.gov.in.

Sd/
(Sital Chandra Mondal)
Land Manager, Bidhanagar 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,Bidhanagar, Bikash Bhavan,Salt Lake,Kol-91.
 - 4.The Executive Officer,Bidhanagar Municipality,Poura Bhavan,ET-115A, Sector-311.
- By Registered post
- 5.Smt. Arati Das, (Lessee) EC-130,Sec-1,SaltLake 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.

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



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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)

On 05/04/2013

Certificate of Admissibility (Rule 42, 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 W.B.

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 Revenue Section 2009)

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 W.B.

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 152 of Rule 22A of W.B. Registration Rules 1962

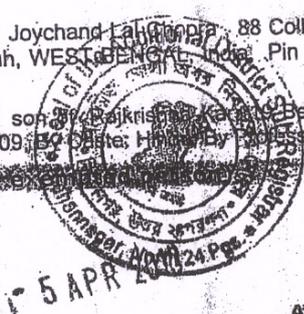
Presented for registration at 13.57 hrs on 05/04/2013, at the Office of the A.D.S.R. BIDHAN NAGAR by Arati Das; one of the Executants.

Admission of Execution (under section 154 of 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 Brijkrishna Kar, Bechu Chatterjee St, District-Kolkata, WEST BENGAL, India, Pin :-700009, By Caste Hindu, By Profession: Business.

Admission of Execution (under section 154 of W.B. Registration Rules, 1962)



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

(Sankat Patra)

ADDITIONAL DISTRICT SUB-REGISTRAR



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

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

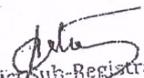
1. Execution by S Ch Mondal

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


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

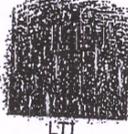
50

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	Arati Das 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	Arati Das
2	Ravindra Kr Chopra Address -88 Collage Rd Rabindra Nagar Comp Bl G 4th Fl, Flat No:401, District:-Howrah, WEST BENGAL, India, Pin :-711103	Self	 05/04/2013	 LTI 05/04/2013	Ravindra Kumar Chopra
3	Birendra Kr Chopra Address -88 Collage Rd Rabindra Nagar Comp Bl G 4th Fl, Flat No:401, District:-Howrah, WEST BENGAL, India, Pin :-711103	Self	 05/04/2013	 LTI 05/04/2013	Birendra kumar chopra

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



5 APR 2013

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

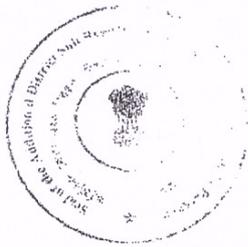
(Salkat Patra)

ADDITIONAL DISTRICT SUB-REGISTRAR

-5/-

Certificate of Registration under section 60 and Part 60

Registered in Book - I
of Volume number 3
Pages from 3497 to 3511
Serial No 01098 for the year 2012



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

District: North 24 Parganas
In The High Court at Calcutta
Civil Appellate Jurisdiction
Appellate Side

C.A.N. No. . of 2019

FMAT No. 944 of 2019

Birendra Kumar Chopra & Anr.
....Appellants/Petitioners

-Versus-

Tarun Kumar Das & Ors.
....Respondents

APPLICATION

ABHISHEK BANERJEE
ADVOCATE
7C, K. S. ROY ROAD
HASTINGS CHAMBER
3RD FLOOR
KOLKATA-700001
PHONE NO. - 033-2242 8829