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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

N 813983

Certified that the Document is admissible in
registration. The Signature Sheet and the
endorsement sheets attached to this document
are the part of this Document.



Additional Registrar
of Assurances-I, Kolkata

22 NOV 2023

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made on this 22nd day of November,
2023;

BETWEEN

18351

Lithala Enterprise
1A/H/2 Sukchari para Road

NAME	
ADD	
Re	<i>500</i>
22 NOV 2023	
SURANJAN MUKHERJEE	
Licensed Stamp Vendor	
C. C. Court	
2 & 3, K. S. Roy Road, Kolkata	

Vol 700002

22 NOV 2023



ADDITIONAL REGISTRAR
OF ASSURANCES-I, KOLKATA
22 NOV 2023

Identified by me
Munmun Mazumder Adv
w/o Mr. Abhijit Mazumder
Hastings Chambers
7c, Kiran Shankar Roy Road
Kolkata - 700001.

ABID ALI having PAN Card No. **CRFPA3043R**, Aadhar Card No. **4743-2852-0591**, Mobile No. **9330096403**, son of Late Musa Mia alias Musa Mlyan and Late Jhalo Bibi, by occupation-Retire, by faith-Muslim, residing at 46, S. P. Banerjee Road, P.O. Alam Bazar, P.S. Baranagar, Kolkata- 700035 hereinafter referred to as the "**OWNER**" (which term or expression shall unless excluded by or repugnant to the subject or context shall deem to mean and include his heirs, successors, executors, administrators, legal representatives and assignors) of the **ONE PART**

AND

M/S RITTICK ENTERPRISE a Proprietorship Firm, being Sole Proprietor of **MR. RAJ KUMAR BHUINA** having PAN Card No. **AMAPB5776E**, Aadhar Card No. **7638-8154-9302**, Mobile No. **6294719586**, son of Sri Rabin Bhuina, by occupation- Business, by faith-Hindu, residing and working for gain at 1A/H/2, Satchasi Para Road, P.O. & P.S. Cossipore, Kolkata- 700002 hereinafter called and referred to as the "**DEVELOPER**" (which term or expression shall unless excluded by or repugnant to the subject or context shall deem to mean and include its successors- in - office, his executors, administrators, legal heirs, representatives, nominee(s) and assignors) of the **OTHER PART**;

WHEREAS Abid Ali was the owner as per Muslim law inheriting being land with structure, land measuring about 2 cottahs 4 chittaks 4 sq. ft. and structure measuring about 908 sq. ft. R.T. shed and his sister executed a Deed of Gift dated 7th March, 2019 which was registered in the office of DSR-I, North 24 Parganas and gifted land measuring about 1 cottah 2 chittaks 2 sq. ft with structure measuring about 454 sq. ft. the said Deed of Gift was registered in Book No. I, Volume No. 1501-2019, Page- 66216 to 66241, Being No. 150101996 for the year 2019.

AND WHEREAS as per the said Deed of Gift said Abid Ali became the absolute owner of land with structure, being land measuring about 3 cottah 6 chittaks 6 sq. ft. and structure measuring about 1362 sq. ft., the said property lying and situated at Mouza-Baranagar, J. L. No. 5, R.S. No. 6, Touzi No. 1068/2833, C.S. & R.S. Dag No. 2453, L.R. No. 4109, C.S., R.S. & L.R. Khatian No. 2663, Holding No. 108 municipal premises No. 46, S. P. Banerjee Road, Kolkata-700035, Ward No. 007 under the Baranagar Municipality, P.S. Baranagar, District-North 24 Parganas. The said property is more fully described in schedule-"A" property herein. ✓

AND WHEREAS said Schedule-"A" property is having partly occupied by the tenant. ✓

AND WHEREAS the party of the one part herein is willing to develop the said schedule-"A" property herein by demolishing old and dilapidated structure.

AND WHEREAS the party of the one part herein is not having financial capacity, expert knowledge, experience and skill to develop the said schedule-"A" property herein.

AND WHEREAS the party of the other part herein as Developer having the necessary expertise and skills approached the parties of the one part herein being owner to develop the Schedule-"A" property herein.

AND WHEREAS the party of the one part being owner is willing to develop the Schedule-"A" property through the party of the other part herein as being Developer.

AND WHEREAS upon the necessary discussion of the both parties the party of the other part is also willing to develop the schedule-"A" property herein as

agreed ratio and stipulated necessary terms and conditions mentioned herein below:

ARTICLE -1 DEFINITION

- 1.1 **LAND OWNER** shall mean and include Abid Ali, son of Late Musa Mia alias Musa Miyan and Late Jhalo Bibi, by occupation-Retire, by faith-Muslim, residing at 46, S. P. Banerjee Road, P.O. Alam Bazar, P.S. Baranagar, Kolkata- 700035.
- 1.2 **DEVELOPER** shall mean and include **M/S RITTICK ENTERPRISE**, a Proprietorship Firm, being Sole Proprietor of Mr. Raj Kumar Bhuina having PAN Card No. AMAPB5776E, Aadhar Card No. 7638-8154-9302, Mobile No. 6294719586, son of Sri Rabin Bhuina, by occupation- Business, by faith-Hindu, residing and working for gain at 1A/H/2, Satchasi Para Road, P.O. & P.S. Cossipore, Kolkata- 700002.
- 1.3 **TOTAL LAND AREA** shall mean and include **ALL THAT** piece of parcel of land with structure, being land measuring about 3 cottah 6 chittaks 6 sq. ft. and structure measuring about 1362 sq. ft., the said property lying and situated at Mouza-Baranagar, J. L. No. 5, R.S. No. 6, Touzi No. 1068/2833, C.S. & R.S. Dag No. 2453, L.R. No. 4109, C.S., R.S. & L.R. Khatian No. 2663, Holding No. 108 municipal premises No. 46, S. P. Banerjee Road, Kolkata-700035, Ward No. 007 under the Baranagar Municipality, P.S. Baranagar, District-North 24 Parganas having Assessed by the Assessee no. 1201202021279 and Old No. 37987.
- 1.4 **TENANT/TRESPASSER/UNLAWFUL OCCUPANT(S):** shall mean and include the person(s) who is claiming himself as tenants and/or

having possession, shall deal by the owner herein and if any area to be allotted him as tenant and/or any mode, the said area shall be deducted from the owner's allocation.

- 1.5. **DEVELOPER'S NOMINEE(S)** : shall mean and include any person and/or firm and/or company appointed by the Developer to deal, develop, sell, transfer, take care of the Developer's Allocation and/or ratio.
- 1.6 **THIRD PARTY:** shall mean and include any person(s) and/or Developer to deal, develop, sell, transfer, take care of the Developer's Allocation and/or ratio.
- 1.7 **RATIO:** shall mean 50% share of the Developer and 50% share of the Land Owner being his respective ratios of the land of the Schedule-"A" property herein.
- 1.8 **ARCHITECT** and/or LBS shall mean any person and/or firm who shall be appropriate person as per the law appointed or nominated by the Developer as Architect for plan making, supervision, to give appropriate directions and advice for all the construction work of the said schedule-"A" property herein as per law.
- 1.9 **LAWYER** shall mean Sri Deobrat Upadhyay Advocate, High Court, Calcutta duly engaged by the both the executing parties herein to act on his behalf having his office in the name and style of "M/s. Upadhyay & Associates" at Hastings Chambers, 7C, Kiran Shankar Roy Road, Ground Floor, Office no.- GD, Kolkata - 700001 for all material purposes in respect of the Schedule-"A" property herein, that all Agreement for Sale(s), Deed of Conveyance(s) and other legal

formalities for intending buyer(s) will be prepared and executed only by the said Advocate for both the parties herein.

- 1.10 **BUILDING(S) AND COMPLEX** shall mean to be constructed building(s) and complex in the Schedule-"A" property herein which will be constructed as per necessary permission/sanction/approval by the Baranagar Municipality and/or concern authorities of the schedule-"A" property herein.
- 1.11 **BUILDING(S) AND COMPLEX PLANS** shall mean the necessary permission/ sanction and/or approval of drawing plan and specifications of the construction work for construction and developed to the said Schedule-"A" property herein as per law and rules of the Baranagar Municipality and/or concern authorities.
- 1.12 **UNIT(S)** : shall mean the salable constructed area which shall be constructed as per the sanction plan of the Baranagar Municipality and/or concern authorities.
- 1.13 **SUPER BUILT-UP AREA** shall mean and include the spaces in the New building(s) and complex in the Schedule-"A" property available for independent use and occupation including the space demarcated for common facilities and services area according to the Sanction Plan of the new building(s) and complex from the Baranagar Municipality and/or concern authorities and as per the project report of the appointed Architect and/or as per the law.
- 1.14 **COMMON PORTIONS** shall mean and include corridors, hallows, stairways, electrical meter rooms and other spaces and facilities

whatsoever required for the establishment of new building(s) and complex of the Schedule-"A" property herein.

- 1.15 **LAND OWNER'S ALLOCATION** shall mean and include the 50% share and ratio in the Schedule-"A" property herein and/or in the total to be constructed area as per sanction plan of the proposed new building(s) and complex in the Schedule-"A" property together with undivided proportionate share and ratio in the Land and to be constructed Building(s) and complex with all common facilities, features and amenities together with easement and quasi easement right. The Owner Allocation, ratio and share which is more fully described as Schedule "B" property herein.
- 1.16 **DEVELOPER'S ALLOCATION** shall mean and include the 50% share and ratio in the Schedule-"A" property herein and/or in the total to be constructed except cantilever, additional constructed area other than sanction plan of the proposed new building(s) and complex in the Schedule "A" property together with undivided proportionate share and ratio in the Land and to be constructed Building(s) and complex with all common facilities, features and amenities together with easement and quasi easement right. The Developer's Allocation, ratio and share which is more fully described as Schedule "C" property herein.
- 1.17 **SALEABLE SPACE/AREABY THE OWNER** shall mean and include the 50% share and ratio which shall be allotted by the Developer herein to the owner herein of the Schedule-"A" property herein and/or in the total to be constructed area of the proposed new building(s) and complex in the Schedule "A" property together with undivided proportionate share and ratio in the Land and to be constructed Building(s) and complex with all common facilities, features and

amenities together with easement and quasi easement right. The Owner's Allocation, ratio and share which is more fully described as Schedule "B" property herein.

- 1.18 **SALEABLE SPACE/AREA BY THE DEVELOPER** shall mean and include the 50% share and ratio of the Developer of the Schedule-"A" property herein and/or in the total to be constructed area of the proposed new building(s) and complex in the Schedule "A" property together with undivided proportionate share and ratio in the Land and to be constructed Building(s) and complex with all common facilities, features and amenities together with easement and quasi easement right. The Developer's Allocation, ratio and share which is more fully described as Schedule "C" property herein.
- 1.19 **POSSESSION** shall mean and include the physical khas possession which owner hand over to the Developer from the date of execution of this Development Agreement of the schedule 'A' property herein.
- 1.20 **CONSTRUCTION WORK** shall mean and include the construction work as per the sanction plan of the Baranagar Municipality and/or concern authorities by the Developer herein for new building(s) and complex in the Schedule-"A" property herein.
- 1.21 **INVESTMENT OF FUNDS AND SKILL** shall mean and include all financial fund and all construction skill by the Developer for the construction of new building(s) and complex of Schedule-"A" property herein since execution of this Development Agreement till the completion certificate for the said building(s) and complex.

- 1.22 **HANDING OVER OF OWNER'S ALLOCATION** shall mean and include after finishing of the construction work and receiving of the completion certificate the Developer shall hand over the owner allocation, share and ratio as per point no. 1.13 within a three months from the date of completion certificate.
- 1.23 **SELLING RIGHT** shall mean the Developer have 50% share and ratio in the Schedule-"A" property herein and/or as per point no. 24.1 and/or in the total to be constructed area of the proposed new building(s) and complex in the Schedule "A" property together with undivided proportionate share and ratio in the Land and to be constructed Building(s) and complex with all common facilities, features and amenities together with easement and quasi easement right and the Developer shall have full right after execution of this Development Agreement to sell, convey, transfer in any more part or full to the other party all right, title, interest and possession of the said area.

**ARTICLE – II : DEALING OF SPACE IN THE BUILDING(S) AND
COMPLEX AND/OR SCHEDULE 'A' PROPERTY HEREIN BY THE
OWNER AND DEVELOPER**

- 2.1 The Developer shall be exclusively entitled to deal with the 50% and/or in the total to be constructed area of the proposed new building(s) and complex in the Schedule "A" property together with undivided proportionate share and ratio in the Land and to be constructed Building(s) and complex with all common facilities, features and amenities together with easement and quasi easement right and the Owner shall not in any way interfere, objection or

disturb the said deal between the Developer and the third party in any manner whatsoever.

- 2.2 The Developer shall be further exclusively right and entitled to deal with the 50% share and ratio in the Schedule-"A" property herein. ✓
- 2.3 In so far as necessary all lawful dealing by the Developer in respect of the constructed area and/or ratio including Agreement for Sale or any kind of transfer, receiving of advance money concerning Developer's Allocation shall be in the name of the Developer's for which purpose the Owner shall execute a General Power of Attorney specifying in particular the acts, deeds and things which the Developer shall be entitled to undertake on behalf of the party of the one part herein as their Constituted Attorney, to be authenticated and registered for the purposes of smooth running of construction work of the proposed building and shall make himself available as and when the said Developer shall ask them to appear before registration authority for execution of Deed of Conveyance(s) of any constructed area in the said proposed Schedule "A" property herein, subject to the service of a week's notice upon the One Part/Owner herein. ✓
- 2.4 The Land Owners shall execute the Deed of Conveyance or Conveyances in favour of the Developer's nominee or nominee's in such part or parts as shall be required by the Developer. The owner has agreed to join and execute all such conveyance or conveyances or any kind of Indenture which shall be required from time to time in respect of Developer's Allocation and/or ratio in favour of the nominees/agents/third party of the Developer without claiming anything. ✓

ARTICLE -III : SPECIAL FEATURES

- 3.1 Upon execution of this Development Agreement the developer allocation, share and ratio shall be 50% of the Schedule 'A' property.
- 3.2 The Developer ratio and allocation is morefully described in Schedule 'C' property herein.
- 3.3 The Developer shall have right to assign, sell, transfer, his allocation and ratio to the third party as per their requirement.
- 3.4 The Developer shall have right to enter into an agreement for development with any third party with his ratio and allocation of schedule 'A' property herein.
- 3.5 The owner shall not raise any objection and claim any further demand with the Developer for assign, sell, convey, lease, transfer in any manner to the third party.
- 3.6 The Developer shall be further exclusively right and entitled to deal with the 50% share and ratio in the Schedule-"A" property herein as it is where it is basic also and the Developer have right to appoint Third Party to develop the said property the ratio and share shall be settled between the Developer and the Third party by other Development Agreement the owner shall not raise any objection and claim in any manner whatsoever.
- 3.7. The said tenant is the responsibility of the owner and owner shall deal with him.

ARTICLE - IV : NEW BUILDING AND COMPLEX OF THE
SCHEDULE "A" HEREIN

- 4.1 The said building(s) and complex shall be known as in the name of which Developer and Landowner decide after construction of the building.
- 4.2 The Developer shall obtain all the permission, NOC etc. from the concern authority and submit proposed building plan to the Baranagar Municipality for the sanction of building(s) and complex and bear all charges, fees, cost and expenses for the same.
- 4.3 The Developer shall at its own costs construct the said new building and complex in Schedule "A" property in accordance with the sanctioned plan by using good and standard qualities material as may be specified by the Architect and/or LBS from time to time and shall not use any sub standard quality and quantity of building material under any circumstances whatsoever.
- 4.4 The Developer shall erect the new building(s) and complex in Schedule "A" property at his own costs and expenses install water pump, the underground water storage tank, overhead reservoir, common electrical meter lift all common facilities, amenities, fitting and features for the said new building(s) and complex and permanent electric connection for the said individual units and the service charge, cabling, transformer, DP box, the developer shall construct all the construction work for smoothly use and enjoy by the respective buyers as per requirement of the building(s) and complex.

ARTICLE - V : COMMON EXPENSES & TAXES

- 5.1 From the date of signing of these presents the tax liability applicable upon the Developer as per government rules and norms for the time being in force for the Schedule "A" property shall be borne by the Developer solely, who shall regularly and punctually discharge the same.
- 5.2 The date on which the Developer hands over the Owner's Allocation to the party of the one part herein in the Schedule "A" property herein the tax liability of the respective allocation shall be borne by the respective executing parties herein till the date of possession to the prospective buyer(s) in his respective allocation.
- 5.3 The Developer and the Owner shall bear the respective taxes and levies which is specify by the Government as per law in force.

ARTICLE - VI: DEVELOPER'S OBLIGATIONS

- 6.1 The Developer hereby agrees and consents with the Owner not to violate or contravenes any of provisions of the rules applicable for the construction in Schedule "A" property herein.
- 6.2 The Developer hereby agrees and covenants with the Owner not do any act, deed or things whereby the Owner may be prevented from enjoying, selling assigning and/or disposing of any Owner's allocation in the building at Schedule "B".
- 6.3 The Developer shall pay and bearall the cost and expenses for the construction and/or Development of the said Schedule-"A" property

herein and the Developer shall never claim the said amount from the Land Owner in any manner.

- 6.4 The Developer herein shall arrange for temporary shifting place of the said the owner and bear necessary cost and expenses

ARTICLE - VII: OWNER'S INDEMNITY

- 7.1 The Owner's hereby undertake that the Developer shall be entitled to enjoy its allocated space without any interference or disturbance in Schedule "C" provided the Developer performs and fulfill the terms and conditions herein contained and/or its part to be observed and performed and upon execution of this Development Agreement the developer have full right to transfer its allocation/ratio i.e. 50% share of Schedule 'A' property herein to its nominee(s) and/or third party as it is where it is basis and/or upon sanction plan of building and complex in part and full the right, title and interest and the possession in lawful manner, the owner shall full co-operate with developer without charging further any claim.
- 7.2 If the Developer transfer, assign, sell the said 50% share and ratio of the said Schedule-A property herein as it is where it is basic to the Third party, the Owner shall full co-operate with the Developer without any objection and further any claim.
- 7.3 The Developer appoint the Third party and/or appoint the new Developer for development of the said Schedule A Property herein, the Owner shall full co-operate with the Developer without any objection and further any claim.

ARTICLE - VIII : DEVELOPER'S INDEMNITY

- 8.1 The Developer hereby undertakes to keep the Owner indemnified against all third party claim and action arising out of the any sorts of act or occupation commission of the Developer in relation to the construction of the said new building(s) and complex.
- 8.2 The Developer hereby undertakes to keep the owner's indemnified against all actions, suits, costs, proceeding and claims that may arise out of the Developer's allocation with regard to the development of the said premises and/or any defect therein.
- 8.3 The Developer shall keep the owner herein indemnified against any loan or financial assistance undertaken by the Developer on the basis of these presents for the construction work over the said Schedule "A" property herein, for which the party of the one part herein will not be liable in any manner whatsoever.

ARTICLE -IX: MISCELLANEOUS

- 9.1 Immediately upon take the vacant physical khas possession of the said Schedule-"A" property herein in part or full, the Developer shall start the construction work of the building(s)and complex as per sanctioned building plans duly approved by the Baranagar Municipality of the Schedule "A" property herein.
- 9.2 It is understood that from time to time for the purpose of construction of the said building and complex, the Developer has to perform various act, deed, things not specified herein for which the Developer may need the authority of the owner and various

applications and other documents may be required to be signed or made by the Owner related to which specific provisions may not have been mentioned herein. The owner hereby undertake to do all such acts, deeds, matters or things as and when required and the Owner shall execute any such additional Power of Attorney excluding the Power of Attorney for Registration of Sale Deed(s) or authorization as may be required by the Developer and if they think fit and proper for any such purposes and the Owner also undertake to sign and execute all such additional application and other documents as the case may be provided that all acts, deeds, matters and things do not in any way infringe on the rights of the owner and / or against the spirit of these presents.

- 9.3 The Owner shall not be liable for any income tax, wealth tax, service tax or any other taxes and charges in respect of the Developer's allocation and the Developer shall be liable to make payment of the same and keep the owner indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.
- 9.4 That the Owner do hereby declare that they shall not claim or demand which may now or hereafter be accrued, in respect of the said building after receiving the area of the Owner's allocation being 50% of the constructed sanction area and/or the said ratio in the schedule 'A' property herein which shall mean as it is and where it is basis and/or without construction of the building in Schedule "B" property apart from the ratio share and/or allocation allotted to the Developer.

- 9.5 The Owner further declare indemnify and confirm the said schedule 'A' property is having good marketable title and free from all encumbrances, attachment claim etc. and no any court cases pending in any court of law, the owner are having full power, right, authority to execute this development agreement as the absolute owner of the schedule 'A' property herein.
- 9.6 That the Owner further mention that neither their legal heirs nor any of their representative and/or nominee will have any kind of right, claim, title, demand, and/or interest in respect of the said proposed building(s) and complex in Schedule "C" property herein from the Developer's allocation, ratio and/or share. The Developer is entitled and/or free to deal with his allocation with anybody on any amount of consideration at any time with construction or without construction.
- 9.7. The Owner herein shall execute for the supplementary Agreement if require by the Developer herein for the Schedule-"A" property herein.
- 9.8 That any type of Plan modification, extra elevation and/or construction of additional floors and/or spaces apart from the sanctioned area will be subject to be vested with the Developer and the Owner herein in the ratio as decided by the executing parties herein mentioned herein above within the specified period of 36 months of construction work only vide a Supplementary Agreement in this regard.
- 9.9 Upon execution of this Development Agreement the Owner shall hand over the said title related deeds and documents to the

Developer and the all original title related deeds and documents and building sanction plan shall be in custody of the Developer herein.

- 9.10 All the original documents in relation to the said property for the smooth functioning of the construction work and to carry out other formalities in the various departments shall and if so are also required by the intending buyer/Purchaser can only be exchanged through the Learned Advocate Deobrat Upadhyay only, upon giving due intimation of the same at least four days in advance.
- 9.11 The tax which both the parties are liable to pay shall be paid by them in their respective proportionate share as per government rules and regulations in force.
- 9.12 The Developer shall demolish the old structure of the Schedule "A" property hereinafter getting the possession of the said old structure and the Developer shall bear all the cost and expenses for the same.

ARTICLE - X: FORCE MAJEURE

- 10.1 That Parties shall not be considered to be liable for any obligations hereunder to the extent that performance of relating obligations prevented by the existence of the force majeure and shall be suspended for the obligations during the duration of the force majeure.
- 10.2 **FORCE MAJEURE**, shall mean and include flood, earthquake, riot, war, storm, tempest civil common strike pandemic Covid-19 Government Protocol and/or guidelines and/or other act of

commission beyond the control of the parties hereto, barring the above the period of completion of the construction work.

ARTICLE XI: ARBITRATION

- 11.1 Disputes arising if any shall be settled by way of Arbitration. Any dispute controversy or claims between the parties hereto only, arising out of or relating to this Agreement or the breach, termination or invalidity thereof, shall be settled by way of Arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996.
- 11.2 The Sole Arbitrator shall be Sri Deobrat Upadhyay, Advocate of Hastings Chambers at 7C, Kiran Shankar Roy Road, Office no.-GD, Ground Floor, Kolkata- 700001 and/or as per law of Arbitration and Conciliation Act and/or as per any court order.
- 11.3 The language of Arbitration will be English and the place shall be in accordance with law the award of Arbitrator shall be final and binding upon both the parties herein.

ARTICLE XII: JURISDICTION

- 12.1 High Court at Calcutta alone shall have the jurisdiction to entertain try determine all actions and proceeding between the parties hereto relating to or arising out of or under this Agreement or connected therewith including the arbitration as provided hereinabove.

ARTICLE -XIII SPECIFICATION

- 13.1 The specification of the building(s) and complex which are duly mentioned in Schedule "D" herein and which may be rectify after approval of the sanction plan by the Baranagar Municipality for the said Schedule-"A" property herein.

ARTICLE - XIV PENALTIES

- 14.1 Under no circumstances except lawful and legitimate reason, both the parties herein shall violate any terms and condition of this Development Agreement and are not entitled to disturb, interrupt or stop the construction in any manner whatsoever if any terms and conditions are violated by either of the parties, they shall be liable to pay adequate compensation for the loss incurred by the other party as decided by the Arbitrator as appointed herein.

ARTICLE XV: DISPUTE WITH PROSPECTIVE BUYER(S)

- 15.1 The Owner shall not be liable for any dispute which arises between the prospective purchaser and the Developer, if the said units intended to be sold portions to the Developer's Allocation and vice versa and/or the ratio and share transfer, sell, assign to the Third Party by the Developer herein.

ARTICLE XVI: UNTOWARD INCIDENT(S)

- 16.1 During the construction period if any mishap or untoward incident in form of losses of life, limb, property or construction defect takes

place in the Schedule "A" property herein then the respective person(s) liable for the same.

- 16.2 The owner herein shall be not responsible for any kind of losses of life, accident during the construction work.

ARTICLE XVII: GUARANTEE OF FIXTURES AND EQUIPMENTS

- 17.1 Guarantee of fixtures and equipments like lift, generator, water pump, plant and machinery and other furniture and fixture for the common use and enjoy by the units holders etc. shall be as per their respective Vendor Company norms.

ARTICLE XVIII: GUARANTEE OF CONSTRUCTION WORK

- 18.1 The Developer shall obtain the appropriate completion certificate(s) for the new buildings and complex constructed upon the Schedule "A" property in accordance with the rules and regulations framed by the Baranagar Municipality and/or as per law in force.

ARTICLE XIX: DOCUMENTS

- 19.1 The Developer shall keep all the title related deeds and documents, applications and procurement of various permissions obtained from various Competent department/ authorities and shall also supply a Xerox copy of the same for complete transparency whenever required by any party and/or authorities.
- 19.2 The Developer shall keep Material Reconciliation Form consisting of Xerox copy of all the bills pertaining to the materials, fittings and

fixtures purchased, consumed and remaining unutilized by the end of each month till the date of completion certificate issued by Baranagar Municipality.

ARTICLE XX: SUPPLEMENTARY AGREEMENT(S)

- 20.1 For smooth execution of these presents or to avoid any future complications, dispute or an unforeseen situation anticipated in future the executing parties herein may execute supplementary Agreement(s) in this respect which shall be prepared and registered only by Learned Advocate Deobrat Upadhyay for both the executing parties herein.

ARTICLE XXI: ROOF RIGHT

- 21.1 The roof shall mean top of the building.
- 21.2 The Developer herein shall have further right to construction over the same.
- 21.3 The Developer herein shall also be free to enter into any Agreement for further construction in respect of the same with any third party as the party of the one part may deem fit and proper.
- 21.4 The Developer shall hand over the roof after construction of new building thereafter the said roof shall be treated as common part and portion of the building.
- 21.5 The owner herein, the Developer herein and the person(s) who shall purchase the respective Flat/Unit have right to use the roof as common.

ARTICLE XXII : SECURITY DEPOSIT

- 22.1 The developer herein has paid to the owner herein an amount of Rs.2,00,000/- (Rupees two lakh only) as Security Deposit.
- 22.2 The amount of security deposit is refundable and without interest.
- 22.3 The amount of security deposit is refundable by the owner herein to the developer herein subject to fulfillment of all the terms and conditions enumerated herein and/or further any supplementary agreement.

ARTICLE XXIII: DEFECT LIABILITY PERIOD

- 23.1 The Developer shall be liable for any defect in relation to the construction work for the first one years from the date of its completion certified and/or in accordance with laws and regulations.
- 23.2 The rectification expenses to remedy the defect shall be borne by the Developer solely under the guidance, supervision and certification of a Civil Engineer duly enlisted with the Baranagar Municipality.

ARTICLE XXIV: ADDITIONAL FLOOR AREA RATIO

- 24.1 If additional "Floor Area Ratio" is granted/approved/regularized by the Baranagar Municipality apart from the what has been sanctioned by the said Baranagar Municipality for the Schedule "A" property herein during the period of construction or after the issuance of completion certificate, the same shall be used by the developer

herein only and also constructed area other than sanction plan vested to the Developer only.

ARTICLE XXV: TENANT

- 25.1 At present the construction area measuring about approx. 300 sq. ft. to be little more or less is occupied by the one tenant.
- 25.2 The Developer and the owner herein shall have negotiate with the said tenants for rehabilitation and/or temporary shifting during the construction work of the schedule-"A" property herein.
- 25.3 The Owner herein shall arrange all necessary documents, NOC from the said tenant which required for the sanction of the building etc.
- 25.4. The owner herein shall arrange for temporary shifting place of the said tenant and bear necessary cost and expenses.
- 25.5 After construction of the building the Developer hand over the owner's allocation to the owner as mentioned herein, ~~and the owner shall hand over the area to the tenants from his allocation in the new building.~~

PRITICK ENTERPRISE
Proprietor

ARTICLE XXVI: SPECIFICATION OF ALLOCATION

- 26.1 As per this Development Agreement the Developer shall have 50% allocation in the new building.
- 26.2 As per this Development Agreement the Owner shall have 50% allocation as per the sanction plan in the new building.

- 26.3 The constructed area on the ground floor other than common allocated to the landowner.
- 26.4 The First floor other than common area allocated to the Developer.
- 26.5 The second floor other than common allocated to the landowner.
- 26.6 The third floor other than common allocated to the Developer.
- 26.7 Fourth Floor other than common area distributed 50:50 between the Landowner and the Developer.

THE SCHEDULE "A" ABOVE REFERRED TO ABOVE:

ALL THAT piece of parcel of Bastu land with structure, being land measuring about 3 cottah 6 chittaks 6 sq. ft. and ^{residential} structure measuring about 1362 sq. ft. having cemented floor and tiles shed, the said property lying and situated at Mouza-Baranagar, J. L. No. 5, R.S. No. 6, Touzi No. 1068/2833, C.S. & R.S. Dag No. 2453, L.R. No. 4109, C.S., R.S. & L.R. Khatian No. 2663, Holding No. 108 municipal premises No. 46, S. P. Banerjee Road, Kolkata-700035, Ward No. 007 under the Baranagar Municipality, P.S. Baranagar, District-North 24 Parganas having Assessed by the Assessee no. 1201202021279 and Old No. 37987 which is butted and bounded as follows:

ON THE NORTH	:	By Land and property of Hasina Khatoon.
ON THE SOUTH	:	By Road namely S. P. Banerjee Road.
ON THE EAST	:	By Premises no. 45, S. P. Banerjee Road,
ON THE WEST	:	By premises no. 47, S. P. Banerjee Road.

THE SCHEDULE "B" REFERRED TO ABOVE:

(Land Owner's Allocation in Schedule "A" property herein)

ALL THAT Land Owner's Allocation shall mean and include the 50% share and ratio in the Schedule-"A" property herein as it is where it is basic and/or

RITICK ENTERPRISE
Proprietor

in the total to be constructed area to be proposed new building(s) and complex in the Schedule "A" property together with undivided proportionate share and ratio in the Land and to be constructed Building(s) and complex with all common facilities, features and amenities together with easement and quasi easement right.

THE SCHEDULE "C" REFERRED TO ABOVE:
(Developer's Allocation in Schedule "A" property herein)

ALL THAT Developer's Allocation shall mean and include the 50% share and ratio in the Schedule-"A" property herein as it is where it is basic and/or in the total to be constructed area to be proposed new building(s) and complex in the Schedule "A" property together with undivided proportionate share and ratio in the Land and to be constructed Building(s) and complex with all common facilities, features and amenities together with easement and quasi easement right.

THE SCHEDULE "D" ABOVE REFERRED TO
(Specification of Work)

1. **STRUCTURE:** R.C.C Framed Structure
2. **BRICK WORK:** Brick wall will be done with good quality bricks, all outer walls shall be 5 inches thick, main partition wall shall be 5 inches thick and all the internal walls shall be 3 inches thick.
3. **INNERWALL:** Will have plaster of paris finish.
4. **OUTER WALL:** will be finished with quality base paint.
5. **DOORS:** Frames are to be made of good quality wood and internal doors except bathroom will have flush doors and other doors will be made of commercial black board (flush door).

6. **WINDOWS :** grill windows with sliding fittings.
7. **ALL FLOORS & STAIRS:** to be finished with marble.
8. **KITCHEN:** cooking platform will have black stone top and Dado will be 2 feet in height from top of cooking platform.
9. **TOILET:** Dado will be finished with ceramic tiles and up to 6 feet from the floor along with other fittings like Basin, Indian Pan/ Commode.
10. **ELECTRICAL:**
 - a) Each bed room will be fitted with one fan point, one plug point of 5 amp, one tube light point, one Ac point.
 - b) Drawing cum dining room will have one light point, one fan point, one plug point of 5 amp, with one television and telephone point,
 - c) Kitchen will have one light point and one power point of 5 amp,
 - d) Each toilet will have one light point,
 - e) Any addition/ alteration in the flat/unit shall be subject to approval of the Architect, If there is any extra work to be done the estimate of such extra work will be estimated by the Engineer and cost of such extra work will be borne by the Flat/Unit(s)Owner.
 - f) The others specification work shall be install and fix subject to approval of the sanction plan by the Baranagar Municipality for the said Schedule-"A" property herein and/or as per suggestion and advice by the Architect and LBS.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their hands and seals the day month and year first above written after meticulous examination of the particulars contained herein above.

SIGNED SEALED AND DELIVERED
by the Owner herein
in the presence

WITNESSES

1. *Arif Hussain*
46, S. P. Bansjee Rd
Kaf. 95

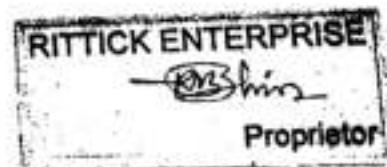
Arif Hussain
(OWNER)

PARTY OF THE ONE PART HEREIN

Raj Kumar Bhunia
(DEVELOPER)

PARTY OF THE OTHER PART HEREIN

2. *Manoj Kumar Singh*
86, Cossipore Rd
Kaf. 700002



Drafted by me as per instructions
and information of parties herein.

Deobrat Upadhyay
Advocate
High Court, Calcutta

Mr. Deobrat Upadhyay

Advocate

High Court, Calcutta

M/s Upadhyay & Associates

Hastings Chamber

7C, Kiran Shankar Roy Road,

Office no.-GD, Ground floor,

Kolkata-700001

Phone: 09830105765, 03340619989

legalsolutionsandrelief@gmail.com

Enrolment No. WB/725/2009



MEMO

Received and acknowledge of Rs 2,00,000/- (Rupees two lakh only) as Security deposit by the party of the one part being owner herein from the party of the other part being Developer herein in terms of these presents as enumerated herein above.

DATE	CHEQUE	BANK	AMOUNT(Rs)
12.11. 2023	000070	HDFC Bank	82,500/-
12.11.2023	000071	HDFC Bank	1,17,500/-
		TOTAL	2,00,000/-

(Rupees two lakhs only)

WITNESSES

1. *Azif Hussain*
46, S.P. Banerjee Rd.
Kot. 700035

2. *Manoj Kumar Singh*
86, Cossipore Rd
Kot. 700002

Abid Ali
SIGNATURE OF THE OWNER

DATED THIS DAY OF NOVEMBER, 2023

BETWEEN

ABID ALI

... OWNER

AND

M/S RITTICK ENTERPRISE

.... DEVELOPER

DEVELOPMENT AGREEMENT

DEOBRAT UPDHYAY

Advocate

M/s Upadhyay & Associates

Hastings Chambers

7C, Kiran Shankar Roy Road,

Office no.-GD, Ground Floor,

Kolkata – 700001

09830105765, 03340619989

legalsolutionsandrelief@gmail.com

SPECIMEN FORM FOR TEN FINGERPRINTS

Signature of the
executants/
presentants



Name : Abid Ali
Sig. : Abid Ali



Little



Ring



Middle
(Left Hand)



Fore



Thumb



Thumb



Fore



Middle
(Right Hand)



Ring



Little



Name : Raj Kumar Shrivastava
Sig. : Raj Kumar Shrivastava



Little



Ring



Middle
(Left Hand)



Fore



Thumb



Thumb



Fore



Middle
(Right Hand)



Ring



Little

Little

Ring

Middle
(Left Hand)

Fore

Thumb

Thumb

Fore

Middle
(Right Hand)

Ring

Little

Name :
Sig. :

Government of West Bengal
Directorate of Registration and Stamp Revenue
Fortuna Tower, 9th Floor, 23A, N. S. Road,
Kolkata-700 001.

Memo No.2960/(23)/DRSR- 15/3/2018-Part(7)

Dated 08-09-2023

From: Inspector General of Registration &
Commissioner of Stamp Revenue, W.B.


- To: (i) The Registrar of Assurances, Kolkata,
5, Government Place (North), Kolkata-700001.
(ii) The District Registrars,
P.O. _____ District _____

Subject: Blocking of registration of properties in terms of PAO No.07/2023 dated 18/08/2023 passed
w/s.5(1) of PMLA, 2002.

Ref: Requisition received from Sri Ravinder Dahiya, Assistant Director, KLZO - 1, Enforcement
Directorate, Gol, vide his F. No.ECIR/KLZO - 1/01/2021/1680 - 1693 dated 18/08/2023.

The undersigned is directed to refer to the above, and to instruct him/her to direct all registering
officers under his/her control not to register any kinds of document involving properties as mentioned
herein above until further communication from this end.

Encls. As stated.



Inspector General of Registration &
Commissioner of Stamp Revenue, W.B.

Memo No.2960/(23)/(3)/DRSR- 15/3/2018-Part(7)

Dated 08-09-2023

Copy forwarded for information to :-

- (i) The OSD & E.O. Secretary to the Government of West Bengal,
Finance (Revenue) Department, Nabanna, Howrah.
(ii) ADSR e-RAC,
Govinda Bhavan, 9th Floor, 2, Brabourne Road, Kolkata - 700001.
to make necessary arrangement in the e-Nathikaran software accordingly for
necessary blocking of the aforementioned properties in the system at the earliest.
(iii) Sri Ravinder Dahiya
Assistant Director,
Enforcement Directorate, Gol
O/o. The Joint Director, Kolkata Zone I,
CGO Complex, 3rd MSO Building, 6th Floor,
DI Block, Salt Lake, Kolkata - 700 064.
E-mail: adklzo121-ed@gov.in


Inspector General of Registration &
Commissioner of Stamp Revenue, W.B.



wd: Provisional Attachment Order 07/2023 issued u/s 5 of PMLA, 2022 - reg.

Wed, Aug 23, 2023 at 5:44 P

message

From: Anindya Sundar Pradhan <dcslr.igr-wb@nic.in>
To: ps.igr@wb.gov <ps.igr@wb.gov>

For information and taking necessary action please.
Thanks and regards,
DCSR (L), WB

From: "Tridip Misra" <rakolkata.igr-wb@nic.in>
To: "T. Balasubramanian" <igr@wb.gov>
Cc: "Anindya Sundar Pradhan" <dcslr.igr-wb@nic.in>, "Pradipta Kishore Guha" <ara1kolkata.igr-wb@nic.in>, ara02kolkata@gmail.com, "Samar Kumar Pramanick" <ara3kolkata.igr-wb@nic.in>, ara04kolkata@gmail.com
Sent: Wednesday, August 23, 2023 1:01:48 PM
Subject: Fwd: Provisional Attachment Order 07/2023 issued u/s 5 of PMLA, 2022 - reg.

Sir,
Please find attached herewith scanned copies of Provisional Attachment Order (PAO) No. 07/2023 dated 18.08.2023 issued by this Directorate attaching properties as mentioned therein, for your Kind perusal, blocking the same if your honour kind think fit and proper and for necessary action.
With Regards,
Registrar of Assurances, Kolkata.

From: "Ravinder Dahiya" <adklzoi21-ed@gov.in>
To: "igr@wb.gov" <igr@wb.gov>, "Tridip Misra" <rakolkata.igr-wb@nic.in>
Cc: "Kaustava Dey" <adrdumdum.igr-wb@nic.in>, "adshowrah igr-wb" <adshowrah.igr-wb@nic.in>
Sent: Wednesday, August 23, 2023 12:04:40 PM
Subject: Provisional Attachment Order 07/2023 issued u/s 5 of PMLA, 2022 - reg.

Sir,
Please find attached herewith scanned copies of Provisional Attachment Order (PAO) No. 07/2023 dated 18.08.2023 issued by this Directorate attaching properties as mentioned therein, for necessary action.

Hard copy of the same is being forwarded.

Regards,
Ravinder Dahiya
Assistant Director,
Enforcement Directorate,
Unit- II, Kolkata Zonal Office-I,
Kolkata.
Mob. No: +91-9999397907, Tele No.: 033-23219210, 033-23219236

75
Azadi Ka
Amrit Mahotsav



एक ही धरा, एक ही परिवार, एक ही भविष्य
ONE EARTH - ONE FAMILY - ONE FUTURE



भारतसरकार
Government of India
संयुक्तनिदेशक का कार्यालय, ज़ोन-I
Office of the Joint Director, Zone I
प्रवर्तननिदेशालय/ENFORCEMENT DIRECTORATE
सी जी ओ. बिल्डिंग, नूतन बंगला एन जी भवन, उस्ताद
इमाम बख्श रोड, सेंट्रल पोस्टाफिस 700064
CGO Complex, 3rd MSO Building, 6th Floor, U/F Block, Salt Lake, Kolkata, 700 064
दूरभाष/टेल. नं.: 033-23219210/23219236
फैक्स : 2334-9943 / 23378346, E-mail : ddhcol@rediffmail.in

F. No. ECIR/KLZO-I/01/2021/1680-1693

Date: 18.08.2023

PROVISIONAL ATTACHMENT ORDER NO. 07/2023
IN RESPECT OF ECIR/ KLZO-I/01/2021 DATED 08.02.2021
UNDER SUB-SECTION (1) OF SECTION 5 OF THE PREVENTION OF MONEY
LAUNDERING ACT, 2002(15 OF 2003)]

1. In exercise of powers conferred under sub-Section (1) of Section 5 of the Prevention of Money Laundering Act, 2002 (15 of 2003), (hereinafter referred to as the PMLA) read with Notification No.GSR-441(E) dated 1st July, 2005, and in terms of authorization dated 07.02.2007 issued by the Director of Enforcement, Directorate of Enforcement, New Delhi and also read with the Circular Order (Tech) No. 03/2011 dated 27/09/2011, I, Gaurav Bharill, Deputy Director, Functional Unit-II, KLZO-I, Enforcement Directorate, Kolkata, hereby order as under :

2. That Muchipara Police Station, Kolkata Police had registered an FIR no. 205 dated 02.11.2020 under sections 120B, r/w 420, 467, 468, 471 and 409 of Indian Penal Code, 1860 (hereinafter referred as IPC).

Based on the above, the matter was taken up by Enforcement Directorate, Kolkata Zonal Office and an ECIR No. ECIR/KLZO-I/01/2021 dated 08.02.2021 was recorded for alleged Commission of offence under Section 3 of the PMLA, as offences under section 120B, 420, 467 and 471 of IPC, 1860 are the Scheduled offences under PMLA, 2002.

3. **Investigation conducted by Kolkata Police.**

(i) An FIR no. 205 dated 02.11.2020 was registered by Muchipara Police Station under sections 120B, 409, 420, 467, 468, 471 of IPC, 1860 against six individuals



viz. (i) Mr. Samrat Paul, Earlier Branch Manager, Bowbazar Branch, Indian Bank (erstwhile Allahabad Bank) Kolkata (ii) Mr. Nayak, Branch Manager, Bowbazar Branch, Allahabad Bank, Kolkata (iii) Mr. Rajesh Kumar Singh, DGM, Salt Lake, Kolkata (iv) Mr. Ahluwalia, Zonal Head, Salt Lake, Kolkata (v) Mr. Abhirup Biswas, AGM and (vi) Ms. Arpita, Assistant to Abhirup Biswas on the basis of letter of complaint by Shri Jnanankur Saha, director (Finance), The Institution of Engineers (India) for defrauding the Institution of Engineers (India) [hereinafter also referred to as Institute of Engineers India or IEI] to the tune of Rs. 35.09 crores.

- (ii) That the persons entered into a criminal conspiracy among themselves and in pursuant thereof issued letters purported as one issued from Allahabad Bank, Bowbazar Branch to The Institution of Engineers (India) and allured them to invest for Fixed Deposits for gaining high rate of interest following which, IEI transferred money of Rs. 35.09 crores through RTGS from different banks on different dates in two bank accounts numbered 50500106596 and 50464814920 maintained with Indian Bank (erstwhile Allahabad Bank) for making Fixed Deposit investments. Fake FDs were issued to IEI in return of the invested amount and the invested amount was siphoned off to different bank accounts and finally withdrawn causing a gain to the accused persons and wrongful loss to IEI.
- (iii) The Kolkata Police subsequent to investigation in FIR No. 205 dated 02.11.2020, filed Charge Sheet No. 105/2022 dated 30.08.2022 before the Ld. Additional Chief Metropolitan Magistrate (II), Kolkata against Shri Aroun Pandey and 09 others. The role of each of the accused as per the Chargesheet filed by the Kolkata Police is given below in brief:

A. Aroun Pandey : He along with, Krishnendu Mullick has allured Institute of Engineers India to invest in fixed deposit and later misappropriated the defrauded amount. Total cash of Rs. 1,96,30,000 were seized from him by Kolkata Police which were later returned to IEI.

B. Krishnendu Mullick : He alongwith Arpita De has shared the financial information of IEI from Arpita De to Aroun Pandey and benefitted huge amount from defrauded money. Total cash of Rs. 48,00,000/- were seized from him by Kolkata Police which were later returned to IEI.



- C. Samrat Paul : He was the Bank Manager of Allahabad Bank, Bowbazar branch and as a Bank Manager he helped to open bank account of Arunabha Chakraborty in the name of ALL BK, Daulat Hossain in the name of his NGO Sattya Seba Sangha (*hereinafter also referred to as SSS*) and Prakash Chandra Das in the name of Kadamtala Rural Health Service Society (*hereinafter also referred to as KRHSS*). He had intentionally helped the other accused in committing crime.
- D. Arunabha Chakraborty : He opened bank account in the name of M/s All BK as a proprietor in which part amount of the defrauded funds were received.
- E. Doulat Hossain : He opened account in the name of his NGO Sattya Seba Sangha in which amount was received from IEI in the name of creation of FD. He admitted to have benefitted of Rs. 25 lakh from this fraud which he used in construction of old age home building.
- F. Baidyanath Kumar: He had opened different bank accounts with IDBI bank and arranged the account of Kadamtala Rural Health Service Society to siphon off the defrauded amount. He also channelized the defrauded amount from the account of Kadamtala Rural Health Service Society (KRHSS) to different fictitious bank accounts and thereafter channelized and misappropriated the funds.
- G. Prakash Chander Das : He had opened bank account in name of KRHSS in connivance with Baidyanath Kumar and Sheo Rai and siphoned off maximum defrauded money and benefitted from the same.
- H. Abhijit Biswas : He acted as Abhiroop Biswas, AGM of Allahabad Bank and called IEI for renewal/ creation of FD time and again.
- I. Sheo Rai : He is ex-employee of IDBI bank and one of the mastermind of case. He in connivance with Samrat Paul and Baidyanath Kumar, Had siphoned off defrauded amount in different bank accounts and misappropriated the same.
- J. Arpita De : Being an investment banking analyst she has convinced the complainant to invest the surplus funds of organization in FD with Allahabad Bank and shared the financial information of IEI with Krishnendu Mullick to facilitate the crime.



4. Brief facts of the offence/allegation/charge/amount involved under PMLA
Based upon the complaint received from the Institution of Engineers (India) and FIR no. 205 dated 02.11.2020, since sections 120B, 420, 467 and 471 of IPC, 1860 are scheduled offences under Para 1 of Part A of the schedule to the PMLA, 2002, Enforcement Directorate recorded ECIR numbered ECIR/KLZO-1/01/2021 dated 08.02.2021 and started investigation under PMLA, 2002 in respect of The Institution of Engineers (India), for laundering the proceeds of crime generated by availing Rs. 35.09 crores by submitting false/ forged FDs and other documents and utilizing the said amount for their personal gains.

5. Investigation conducted under the provisions of PMLA by Enforcement Directorate:

5.1 After recording the ECIR No. ECIR/KLZO-1/01/2021 dated 08.02.2021, this Directorate had initiated further enquiries in terms of PMLA, 2002. During the course of investigation under PMLA following properties were provisionally attached vide Provisional Attachment Order (PAO) No. 05/2022 dated 25.02.2022.

TABLE - I

S L N o	Details of movable property	Amount of property	Title of Property/ Name of the owner	Linkage with the tainted money	Nature/ Classific ation of the POC
1	Bank A/c No. 50529292569 in the name of M/s ALL BK with Indian Bank, Bowbazar Branch	Rs. 1,98,55,764/-	M/s ALL BK Account Holder : Arunabha Chakraborty	Part of the PoC was lying the Account of ALL BK.	Direct Proceeds of Crime
2	One BMW car bearing registration no. WB02AA1321	Rs. 11,75,000/-	Aroun Pandey	These properties were acquired through PoC received by Aroun Pandey.	Indirect Proceeds of Crime
	Two gold coins of 100 grams each	Rs. 10,02,000/-	Aroun Pandey		Indirect Proceeds of Crime



TABLE-II

Sl. No.	Details of immovable property	Amount of property	Title of Property/ Name of the owner	Linkage with the tainted money	Nature/ Classification of the POC
1.	Property situated at Plot no. 8639 (LR), Khaitan no. LR 2132 and 862 along with the structure	Rs. 10,53,000/-	The property gifted by Asha Pravin and her daughter Shammi Jahan Sumi to Sattya Seba Sangha vide Agreement dated 15.10.2019	Building was built with PoC received in the account of SSS.	Indirect Proceeds of Crime

The Original Complaint No. 1666/2022 was filed on 23.03.2022 and the Provisional Attachment Order was confirmed by the Ld. Adjudicating Authority on 22.08.2022. The facts in the Provisional Attachment Order 05/2022 dated 25.02.2022 are being referred to herein and are not being reproduced in entirety for the sake of brevity.

5.2. Details of investigation conducted under PMLA for identifying remaining Proceeds of Crime :

5.2.1. Statement of Shri Aroun Pandey dated 23.11.2021 under section 50(2) & (3) of PMLA, 2002.

It was revealed during investigation that Shri Aroun Pandey was arrested by Kolkata Police in the case. Therefore, Summons was issued to Shri Aroun Pandey and his statement was recorded under Section 50 of PMLA, 2002. During his statement dated 23.11.2021, Sh. Aroun Pandey stated that IEL was allured by him in connivance with others for getting high interest and subsequently, they managed to transfer funds into the accounts of Kadamtala Rural Health Service Society and Sattya Seba Sangh. That the fund was then rotated through various bank accounts and was finally encashed and disbursed among themselves. That



he did not know the details of all such bank accounts into which funds were rotated and Shri Baidyanath Kumar knew the details of such bank accounts.

He submitted the below mentioned list of beneficiaries of the funds and their roles therein-

Sl. No.	Name of the person	Fund received
1	Baidyanath Kumar	Rs. 8 crores
2	Sheo/Shiv Rai	Rs. 4 crores
3	Samrat Pal	Rs. 5 crores
4	Aroun Pandey	Rs. 4 crores
5	Krishendu Malik	Rs. 3.5 crore
6	Praveen Agarwal	Rs. 1 crore
7	Doulat Hussain	Rs. 25 lakhs
8	S. K. Ghosh	Rs. 2 crores

- Shri Aroun Pandey - That his responsibility was to get the money transferred from IEI and hand over fake FD to them. He added Shri Krishendu Malik in his team to get money transferred from IEI. Shri Krishendu Malik allured IEI for high interest rate and got the money transferred from IEI into the bank accounts of KRHSS and SSS. That he managed to get fake FDs created by Shri Jawahar Pandit by paying him Rs. 3 lakh. That he didn't have address and contact details of Shri Jawahar Pandit.
- Shri Krishendu Malik - His role is mentioned above.
- Shri Samrat Paul - He used to manage and communicate all bank related matters with IEI. That fund of IEI was made to transfer in the bank accounts of KRHSS and SSS and from these accounts to various other accounts.
- Shri Sheo Rai & Shri Praveen Agarwal- That these two persons used to perform all the works related to bank under the guidance/in cooperation with Shri Samrat Paul.
- Mr. Daulat Hussain - That he received fund in the bank account of SSS beneficial owner.



- Shri Baidyanath Kumar - That he arranged to get the fund (received in the bank accounts of KRHSS and SSS) rotated through various bank accounts and finally got it encashed and disbursed among themselves.
- Shri S. K. Ghosh - That Shri Krishendu Malik got him introduced to Shri S. K. Ghosh who assisted in the fraud.

He further stated that Police seized Rs. 2 crores from the account maintained in the name of All BK. That other than these, some amount was spent in making arrangements for making this fraud.

That out of the fund of Rs. 4 crores; Rs. 2 crore and two gold coins were seized by the police and that he utilised the rest amount in paying his various debts. That one BMW car was also seized by the police. On been asked, he further state that he had purchased BMW having registration no. WB02AA1321 and two gold coins out of Rs. 4 crores received by him. That payment for the purchase of BMW car was paid by various persons arranged by him, those persons had received cash from him. On being asked, he further stated that name of the persons to whom he had paid cash for clearing his debts were i) Bakchi ii) Sapan iii) Papa and iv) Abdul Khan and that he doesn't know the addresses of these persons.

5.2.2. Statement of Shri Baidyanath Kumar dated 01.06.2022 under section 50(2) & (3) of PMLA, 2002.

Shri Baidyanath Kumar during his statement dated 01.06.2022 recorded under Section 50 of PMLA stated that after completing his B.Com Honours in 1994 in Bihar, he started practicing accounts work for different clients and gradually he stared getting more works and started handling accounts of more and bigger clients.

On being asked, Baidyanath Kumar submitted he was arrested by Kolkata Police in the case related to the defrauding IEI. Baidyanath Kumar introduced Aroun Pandey to Prakash Chandra Das. He further revealed the process involved behind the rotation of funds through multiple accounts. As per him, Aroun Pandey got the bank account of Kadamtala Rural Health Service Society opened



in Allahabad Bank through the Manager Samrat Paul. Then Aroun Pandey got the cheque book and blank RTGS form of bank account of Kadamtala Rural Health Service Society (KRHSS) signed by Prakash Chander Das to Amardeep Kumar. After that Aroun Pandey used to inform them that amount has been credited to account of KRHSS. After that Amardeep Kumar used to fill details of RTGS to which the said amount was to be transferred and hand over the RTGS to Sheo Choudhary. Sheo Choudhary was the person who came to office of Amardeep Kumar and Baidyanath Kumar for collection of RTGS forms to be given to bank. Aroun Pandey through Sheo Choudhary used to make sure that they i.e., Baidyanath Kumar and Amardeep Kumar do not go to bank by themselves. Amardeep Kumar had several proprietorship firms and some companies in which his known persons were proprietors/ directors. He used to fill the RTGS form for transferring funds from KRHSS to these proprietorship firms and give it to Sheo Choudhary who used to deposit these forms in Allahabad Bank, Bowbazar Branch at College Street.

Thereafter, as instructed by Aroun Pandey, they used to transfer these funds to two parties known to Amardeep Kumar, one in Chennai and one in Delhi. These parties used to transfer cash which we used to pick in Kolkata and handover the same to Aroun Pandey. In case the cash was required by Aroun Pandey the same day the cash was given to him on same day. If he wanted it after some days, we rotate the funds till then in proprietorship firms and then give the cash to him when he asked. There was one more person who was involved with Sheo Choudhary and Aroun Pandey. His name was Pravin Agarwal and he was assistant to Aroun Pandey.

Baidyanath Kumar assisted Amardeep Kumar in converting the RTGS amount transferred by Aroun Pandey to cash by using Proprietorship Firms and for this Baidyanath Kumar used to get commission of 1%.

Baidyanath Kumar further revealed role of various other persons associated with the fraud :

1. Aroun Pandey: He was the main person who came to Baidyanath Kumar for accommodating entries through NGO and giving him cash against RTGS transfers. Baidyanath Kumar introduced him to KRHSS and Prakash



Chandra Das. Aroun Pandey used to get money into account of KRHSS and asked them to give them cash against it. All the funds belonged to him and Baidyanath Kumar and Amardeep Kumar handed over the converted cash to him.

2. Sheo Choudhary: He was associate of Aroun Pandey and used to do his bank work and work related to transportation of cash.

3. Pravin Agarwal: He was associate of Aroun Pandey.

4. Amardeep Kumar: Amardeep Kumar was the person who had these proprietorship firms under his control. These entities were used to rotate the funds and then get these funds converted to cash. He used to then hand over the cash to Aroun Pandey. He used to get more than 1.30 percent commission. Amardeep Kumar expired 4-5 months due to Blood Cancer in Kolkata.

5. Prakash Chander Das: He was the authorised signatory of bank account of KRHSS. He handed over the signed RTGS forms to Aroun Pandey. The account of KRHSS was used to get the funds by Aroun Pandey and then to transfer the funds to the firms controlled by Amardeep Kumar. He used to get commission of 2 percent for this.

6. Jai Prakash: He introduced Baidyanath Kumar and Aroun Pandey to Prakash Chander Das. He got commission out of commission given to Prakash Chander Das.

7. Parinay: He was the person who introduced Amardeep to party which gave cash against entries. He as well as the said party combined used to get around 0.70 percent commission.

8. Samrat Paul: He was the bank manager of Allahabad bank at that time. He came to Baidyanath Kumar with Aroun Pandey. Aroun Pandey used to instruct staff of Amardeep Kumar to handover some cash to Samrat Paul in bag.



5.2.3. Statement of Shri Sheo Rai dated 02.08.2023 under section 50(2) & (3) of PMLA, 2002.

Shri Sheo Rai in his statement dated 02.08.2023 stated that he was working as an Agent in Talent People Resource Solutions associated with IDBI limited since 25.03.2009 and that he was posted at Howrah Branch of IDBI Bank till 30.06.2020. As an agent in this company, he used to promote IDBI bank among the public in general and arrange for fresh clients for IDBI bank who would open saving and current accounts with IDBI accounts which in turn would bring business for IDBI bank.

On being asked about his involvement in the fraud constituted against IEL by the way of helping Baidyanath Kumar, a well known entry operator, in opening Bank Accounts in IDBI bank, Sheo Rai denied the same. He further submitted that Baidyanath Kumar had a good relation with the employees of IDBI Bank, since Baidyanath Kumar used to bring good business to IDBI Bank, Howrah Branch and that Sheo Rai came to know him through occasional meetings in Bank only. Baidyanath Kumar had opened several Bank Accounts in his name and name of several firms/companies which he used to manage with the help of his two employees namely, Arnab Guha and Dipankar (Dipu). On being asked if he knew Amardeep Kumar or not, Sheo Rai stated that though he never met with Amardeep Kumar, he knew that Amardeep Kumar is relative and employee of Baidyanath Kumar.

While enquiring about if Samrat Paul is known to him or not, Sheo Rai stated that he met Samrat Paul, Branch Head of Allahabad Bank, Bowbazar Branch with the reference of Baidyanath Kumar, to get loan sanctioned since he used to work for commission in helping people to get loan sanctioned. Sheo Rai applied for 4-5 loans in his branch, though none of the loans was sanctioned by Allahabad Bank.

While being confronted with the statement of Aroun Pandey dated 23.11.2021 wherein Aroun Pandey stated that Sheo Rai along with Praveen Kmar Agawral used to look after bank work with Bank manager Samrat Paul and for which Sheo Rai got commission of Rs. 4 Crore, Sheo Rai denied the same saying that Aroun



Pandey had falsely named him as one of the conspirators for defrauding IEI. Sheo Rai further submitted that he never met Aroun Pandey until in Court Proceedings in 2023. However, he met with Praveen Kumar Agarwal who came to IDBI Bank, Howrah Branch enquiring about opening of Bank Accounts in the Bank. During that time, Sheo Rai delivered forms to open account in the Bank and exchanged mobile numbers with him. Thereafter, Praveen Kumar Agarwal enquired about opening a Bank Account in the name of NGO Sattya Seba Sangha in which huge amount would be credited and cash to be withdrawn from that Bank Account. Though it was not possible to open account in IDBI Bank since the NGO was of Nadia District. During that time, Arnab Guha and Dipankar were present in the Branch and they stated talking with Praveen Kumar Agarwal. After that he never met Praveen Kumar Agarwal. Sheo Rai continued to say that he never got commission since none of the transactions were facilitated by him.

Further, Sheo Rai submitted details of bank accounts of himself and member of his family. While enquiring about credit of Rs. 47.78 lakh into his wife's account 035910400004448 between 15.01.2020 and 05.02.2020 from account of Swastik Enterprises (Account No. 0359102000038182), Sakambari Enterprise (0359102000038359) and Shree Mahabir Enterprise (0359102000041876) and debit of Rs. 48,72,101/- from the same to other accounts, Sheo Rai replied that the same has been received by his wife from her father Late Ram Bichar Dubey as a token of gift of marriage and the same was used to purchase a house at Howrah. Though Sheo Rai could not tell why funds have been transferred to his wife's account through the aforesaid 03 entities and how these 03 entities are connected with his father-in-law.

5.2.4. Statement of Shri Samrat Paul dated 03.08.2023 under section 50(2) & (3) of PMLA, 2002.

During the statement of Shri Samrat Paul recorded on 03.08.2023, he was asked how he knew different persons responsible of defrauding IEI, in reply of which Samrat Paul stated that it was Sheo Rai, who introduced him to Baidyanath Kumar as a big businessman who can arrange accounts for the Bank which will potentially have large transactions. Sheo Rai also introduced Aroun Pandey to him as a



businessman who subsequently visited Allahabad Bank, Bowbazar Branch and they discussed for deposits and account opening. Sheo Rai further introduced Arunabha Chakraborty to operation department of Allahabad Bank, Bowbazar Branch and current account was opened by Arunabha Chakraborty in the name of ALL BK.

Samrat Paul revealed that bank accounts of ALL BK and Kadamtala Rural Health Service Society were opened on an unofficial recommendation of Sheo Rai. After that Sheo Rai used to bring RTGS request of Kadamtala Rural Health Service Society and Sattya Seba Sangha duly signed by their account holders and deposited the same. However, as claimed by Baidyanath Kumar during his statement dated 01.06.2022 that during Samrat Paul's visit to Baidyanath Kumar along with Aroun Pandey, Aroun Pandey instructed staff of Amardeep Kumar to handover some cash to Samrat Paul, Samrat Paul denied of having known Amardeep Kumar and denied receiving any cash from anyone. Samrat Paul also denied of receiving cash of Rs. 5 Crore for looking after the movement of funds from the account of Kadamtala Rural Health Service Society and Sattya Saba Sangha along with Sheo Rai and Praveen Agarwal, as claimed by Aroun Pandey.

Samrat Paul further denied of receiving any documents from IEI as claimed by Kalyan Das, Peon of IEI who used to meet Samrat Paul in Allahabad Bank to hand over the documents and take receipt of acknowledgement.

Moreover, while being confronted with the statement of Arpita De recorded under Section 50 of PMLA on 03.08.2023 wherein Arpita De stated that Samrat Paul had confirmed to her that fixed deposits can be made with Allahabad Bank without opening account with Allahabad Bank, Samrat Paul denied to have said anything like that.

5.2.5. Statement of Shri Sheo Rai dated 04.08.2023 under section 50(2) & (3) of PMLA, 2002.

Statement of Sheo Rai was again recorded on 04.08.2023 under Section 50 of PMLA, 2002. During that time, he was confronted with the statement of Samrat Paul recorded on 03.08.2023 under Section 50 of PMLA wherein Samrat Paul stated



that he was introduced to Baidyanath Kumar and later to Aroun Pandey and Arunabha Chakraborty by Sheo Rai. Sheo Rai denied the same. Sheo Rai also denied of having visited Baidyanath Kumar's office at CR Avenue with Samrat Paul and having recommended to open Bank Accounts of ALL BK and KRHS.

Further Sheo Rai denied of representing and working on the instruction of Aroun Pandey for Kadamtala Rural Health Service Society, Sattya Seba Sangha and ALL BK.

5.2.6. Statement of Smt. Anju Kumari Rai w/o of Sheo Rai dated 04.08.2023 under section 50(2) & (3) of PMLA, 2002.

During her statement dated 04.08.2023, Anju Kumari Rai was asked about the fund of Rs. 39.80 lakhs received in his account No. 0359104000044448. In reply of the question, Anju Rai stated that those amount was sent by her father Late Ram Bichar Dubey who used to work in Adhunik Steel in Kolkata and also used to teach tuition to school students as well as used to work related to Sales Tax. Anju Kumari Rai was further asked about receiving of funds from Account of Swastik Enterprises (Account No. 0359102000038182), Sakambari Enterprise (0359102000038359) and Shree Mahabir Enterprise (0359102000041876) and relationship of these Proprietorship Firms with her father, in response to which she could not say anything. She also stated that she did not have any documents to prove that this amount was given by her father to her. She further stated that her father has expired and that her father didn't use to file Income Tax Returns.

Moreover, Anju Rai stated that she used funds received from her father to purchase house at 2/95, Mir Para Road, Howrah from Navin Kumar Jha and Kishore Kumar Jha. She also stated that her husband Sheo Rai looks after her bank accounts and transactions.



6. Key Findings of investigation conducted under PMLA:

The investigation conducted by this Directorate under PMLA revealed that:

- (i) A total of Rs. 35,08,99,000 were transferred by the IEI to 2 account nos. bearing 50464814920 and 50500106596 maintained with Indian bank (erstwhile Allahabad Bank) between 11.09.2019 and 14.10.2020 by RTGS based upon a proposal received by the institution from Allahabad bank offering interest rate for Fixed Deposits.
- (ii) IEI informed The Manager, Allahabad Bank, Bowbazar branch that the deposits have been made into the bank's account and requested that an FD account may be opened for 333 days.
- (iii) Thereafter, IEI received Fixed Deposit receipts with respect to the money transfers made by it from Allahabad bank.
- (iv) However, on 22.10.2020, IEI received an email from Branch Manager, Indian Bank, Bowbazar branch that Rs. 10 crores have been transferred from the IEI to account number 50500106596, a current account maintained in the name of Kadamtala Rural Health Service Society. The society has confirmed the amount as offered as donation under 80 G for social welfare from IEI.
- (v) Vide letter dated 29.10.2020, Sh. Rajesh Kr. Singh, DGM, Indian Bank confirmed to IEI that the Fixed Deposit Receipt and rate quotation letters were not issued by the bank and that the funds have been transferred to Kadamtala Rural Health Service Society.
- (vi) IEI filed a complaint before the Police authorities and subsequently an FIR dated 03.11.2020 was registered by Muchipara Police station under sections 120B, 420, 467, 468, 471 and 409 of IPC.
- (vii) Enquiries conducted with bank confirmed that the account no. 50464814920 and 50500106596 are being maintained in the name of M/s SattyaSeba Sangha, Vill. + P.O. - Baruipara, P.S. - Tehatta, Dist. - Nadia, West Bengal- 741156 and Kadamtala Rural Health Service Society, 69/3, Kaiborta Para Lane, Salkia, Howrah- 711106 respectively and that Rs. 27,58,99,000 and Rs. 7,50,00,000 were received from Institute of Engineers (India) respectively in the said bank account of M/s Sattya Seba Sangha and M/s KRHSS. The perusal of the account statement further revealed that these transactions are followed by immediate transfer to other accounts in multiple tranches. Mr. Prakash Chandra Das is the authorised signatory of bank account no.



50500106596 in Allahabad Bank and Mr. Daulat Hossain and Mrs. Asha Parvin are the authorised signatory of bank account no.50464814920 in Allahabad Bank. Asha Pravin and Doulat Hossain have stated in their statements recorded under PMLA, 2002 that they had handed over signed cheque books to Sh. Samrat Paul, branch manager, Allahabad Bank Bowbazar branch and that they received Rs. 24,90,000/- for lending the bank account of society. Sh. Prakash Das did not appear on being summoned. However, his wife and son could not produce the purpose of receipt of funds and the utilization thereof during survey at the address of KRHSS and Sh. Prakash Chandra Das also did not submit the same upon being summoned. Funds in these two bank accounts were further transferred to twelve other bank accounts and later the fund was finally encashed and disbursed among the conspirators.

- (viii) Although Sheo Rai has denied having any role in the fraud, Sh. Aroun Pandey in his statement recorded under section 50 of PMLA, 2002 has stated that he alongwith Sh. Praveen Agarwal used to perform all the works related to bank under the guidance/in cooperation with Shri Samrat Paul. Aroun Pandey has further submitted that Sheo Rai has received Rs. 4 Crore in Cash.
- (ix) Samrat Paul in his statement recorded under section 50 of PMLA, 2002 has denied his involvement in the fraud and denied having any knowledge of the fraud. However, when asked about Sheo Rai he has stated that it was Sheo Rai who introduced him to Baidyanath Kumar, Aroun Pandey and used to bring RTGS request of Kadamtala Rural Health Service Society and Sattya Seba Sangha duly signed by their account holders and deposited the same.
- (x) From the above, it is evident that Aroun Pandey and Sheo Rai were involved in the fraud carried out with IEL and they both gained huge sum from the fraud in cash.

During investigation, it was revealed that Aroun Pandey had purchased:

1. Immovable property in the form of Flat on 3rd Floor measuring Super Built up area 1400 Sq. Ft. more or less being Flat holding No. 1533/2061 at Premises No. 83/7, B.T. Road, Kolkata 700090 under Ward No. 28, Additional District Sub Registrar at Cossipore, Dumdum in District 24 Parganas (North). This flat was purchased by Aroun Pandey vide Deed of Conveyance no. 404/2020 dated 20.01.2020 for consideration of Rs. 20,00,000/- having market value Rs. 57,08,500/- as per sale deed no. I-404/2020 dated 20.01.2020.



2. Flat No. 4 on the second-floor measuring super built up area of 604 sq. ft. in Premises No. 228/3, Gopal Lal Tagore Road, Kolkata 700036 under the limits of Baranagar Municipality, within the jurisdiction of ADSR Cossipore, Dum Dum, for a consideration of Rs. 15,00,000/- having market value of Rs. 17,61,264/- (jointly purchased with Ankit Pandey and Aroun Pandey) as per sale deed no. I-15074/2022 dated 29.07.2022.
3. Residential Flat measuring 1303 sq. ft. including super built up area on the Ground Floor, North-South Side and one Godown Room measuring 24 sq. ft. including super built up area on the Ground Floor, Southern Side situated at G+4 stories building at Municipal Premises No. 42/22, Sashibhusan Neogi Garden Lane, P.S. - Baranagar, Kolkata - 700036 within the jurisdiction of ADSR Cossipore Dum Dum, District - North 24 Parganas for a consideration of Rs. 8,75,500/- having market value of Rs. 35,19,517/- (jointly purchased in the name of Mrs. Mandeep Kaur and Mr. Aroun Pandey) as per sale deed no. I-3147/2022 dated 19.02.2022.
4. Residential Flat measuring 2010 sq. ft. including super built up area on the Fourth Floor, North-East-South Side in G+4 stories building at Municipal Premises No. 42/22, Sashibhusan Neogi Garden Lane, P.S. - Baranagar, Kolkata - 700036 within the jurisdiction of ADSR Cossipore Dum Dum, District - North 24 Parganas (in the name of Mr. Aroun Pandey) for a consideration of Rs. 10,00,000 having market value of Rs. 52,91,325/- as per sale deed no. I-8819/2022 dated 27.05.2022.
5. Residential Flat measuring 1526 sq. ft. including super built up area on the Ground Floor, North-East-South Side in G+4 stories building at Municipal Premises No. 42/22, Sashibhusan Neogi Garden Lane, P.S. - Baranagar, Kolkata - 700036 within the jurisdiction of ADSR Cossipore Dum Dum, District - North 24 Parganas (in the name of Mr. Aroun Pandey) for a consideration of Rs. 9,00,000/- having market value of Rs. 37,42,515/- as per sale deed no. I-7649/2023 dated 17.07.2023.



During investigation it was also revealed that Sheo Rai had also received amount in cash from the total Proceeds of Crime. It was also revealed during investigation that Smt. Anju Rai wife of Sheo Rai had received amount totaling Rs. 39.80 lakh in her bank account from three proprietorship firms M/s Sakambari Enterprise, Swastik Enterprises and Shree Mahabir Enterprise. When asked about the purpose of the transaction, both Anju Rai and Sheo Rai stated that these funds were arranged to be transferred by the late father of Anju Rai. However, they could not produce any document connecting father of Anju Kumari Rai with these three Proprietorship firms. They further stated that the father of Anju Kumari Rai expired and he never filed Income Tax Returns. In this way despite given opportunity, they could not establish the genuineness of transactions, identity and credit worthiness of the entities from which funds were received in the account of Anju Kumari Rai and could not produce any document connecting themselves or father of Anju Kumari Rai with these three Proprietorship firms. Anju Kumari Rai used these funds to purchasing land measuring more or less 01 cottah 15 chittak with three storyed structure standing thereon lying and situated at Plot No. 13, Dag No. 490 under RS Khatian No. 1184 under JL No. 12, Mouza and P.S. Liluah, Howrah Municipal Corporation holding No. 2/95, Mirpara Road, P.S. - Liluah, Dist. - Howrah (having market value of Rs. 53,15,250/-) for 45 lakh Rupees from Navin Kumar Jha and Kishore Kumar Jha vide Deed of Sale 20940/2022 dated 07.02.2020.

These properties were purchased by Aroun Pandey and Sheo Rai during the time when funds were transferred from the Bank accounts of IEI to the Bank Accounts of KRHSS and SSS.

Hence, as per above discussion, following properties mentioned in TABLE - III are found to be Proceeds of Crime as per section 2(1)(u) of PMLA, 2002.

TABLE -III

Sl. No.	Description of the property	Owner of the property
1.	Immovable property in the form of Flat on 3 rd Floor measuring Super Built up area 1400 Sq. Ft. more or less being Flat holding No. 1533/2061 at Premises No. 83/7,	Shri Aroun Pandey



	B.T. Road, Kolkata 700090 under Ward No. 28, Additional District Sub Registrar at Cossipore, Dumdum in District 24 Parganas (North). This flat was purchased by Aroun Pandey vide Deed of Conveyance no. 404/2020 dated 20.01.2020 for consideration of Rs. 20,00,000/- having market value Rs. 57,08,500/-.	
2.	Flat No. 4 on the second-floor measuring super built up area of 604 sq. ft. in Premises No. 228/3, Gopal Lal Tagore Road, Kolkata 700036 under the limits of Baranagar Municipality, within the jurisdiction of ADSR Cossipore, Dum Dum. for a consideration of Rs. 15,00,000/- having market value of Rs. 17,61,264/- (jointly purchased with Ankit Pandey and Aroun Pandey) to the extent of 50% owned by Aroun Pandey.	Shri Aroun Pandey and Shri Ankit Pandey
3.	Residential Flat measuring 1303 sq. ft. including super built up area on the Ground Floor, North-South Side and one Godown Room measuring 24 sq. ft. including super built up area on the Ground Floor, Southern Side situated at G+4 stories building at Municipal Premises No. 42/22, Sashibhusan Neogi Garden Lane, P.S. - Baranagar, Kolkata - 700036 within the jurisdiction of ADSR Cossipore Dum Dum, District - North 24 Parganas (in the name of Mrs. Mandeep Kaur having PAN JSHPK7513Q and Mr. Aroun Pandey) for a consideration of Rs. 8,75,500/- having market value of Rs. 35,19,517/- to the extent of 50% owned by Aroun Pandey.	Shri Aroun Pandey and Mrs. Mandeep Kaur
4.	Residential Flat measuring 2010 sq. ft. including super built up area on the Fourth Floor, North-East-South Side in G+4 stories building at Municipal Premises No. 42/22, Sashibhusan Neogi Garden Lane, P.S. - Baranagar, Kolkata - 700036 within the jurisdiction of	Shri Aroun Pandey



	ADSR Cossipore Dum Dum, District - North 24 Parganas (in the name of Mr. Aroun Pandey) for a consideration of Rs. 10,00,000 having market value of Rs. 52,91,325/-.	
5.	Residential Flat measuring 1526 sq. ft. including super built up area on the Ground Floor, North-East-South Side in G+4 stories building at Municipal Premises No. 42/22, Sashibhusan Neogi Garden Lane, P.S. - Baranagar, Kolkata - 700036 within the jurisdiction of ADSR Cossipore Dum Dum, District - North 24 Parganas (in the name of Mr. Aroun Pandey) for a consideration of Rs. 9,00,000/- having market value of Rs. 37,42,515/-	Shri Aroun Pandey
6.	Land measuring more or less 01 cottah 15 chittak with three storied structure standing thereon lying and situated at Plot No. 13, Dag No. 490 under RS Khatian No. 1184 under JL No. 12, Mouza and P.S. Liluah, Howrah Municipal Corporation holding No. 2/95, Mirpara Road, P.S. - Liluah, Dist. - Howrah for a consideration of Rs. 45,00,000/- having market value of Rs. 53,15,250/-.	Smt. Anju Kumari Rai, wife of Shri Sheo Rai

7. How the process of Money Laundering took place in this case:

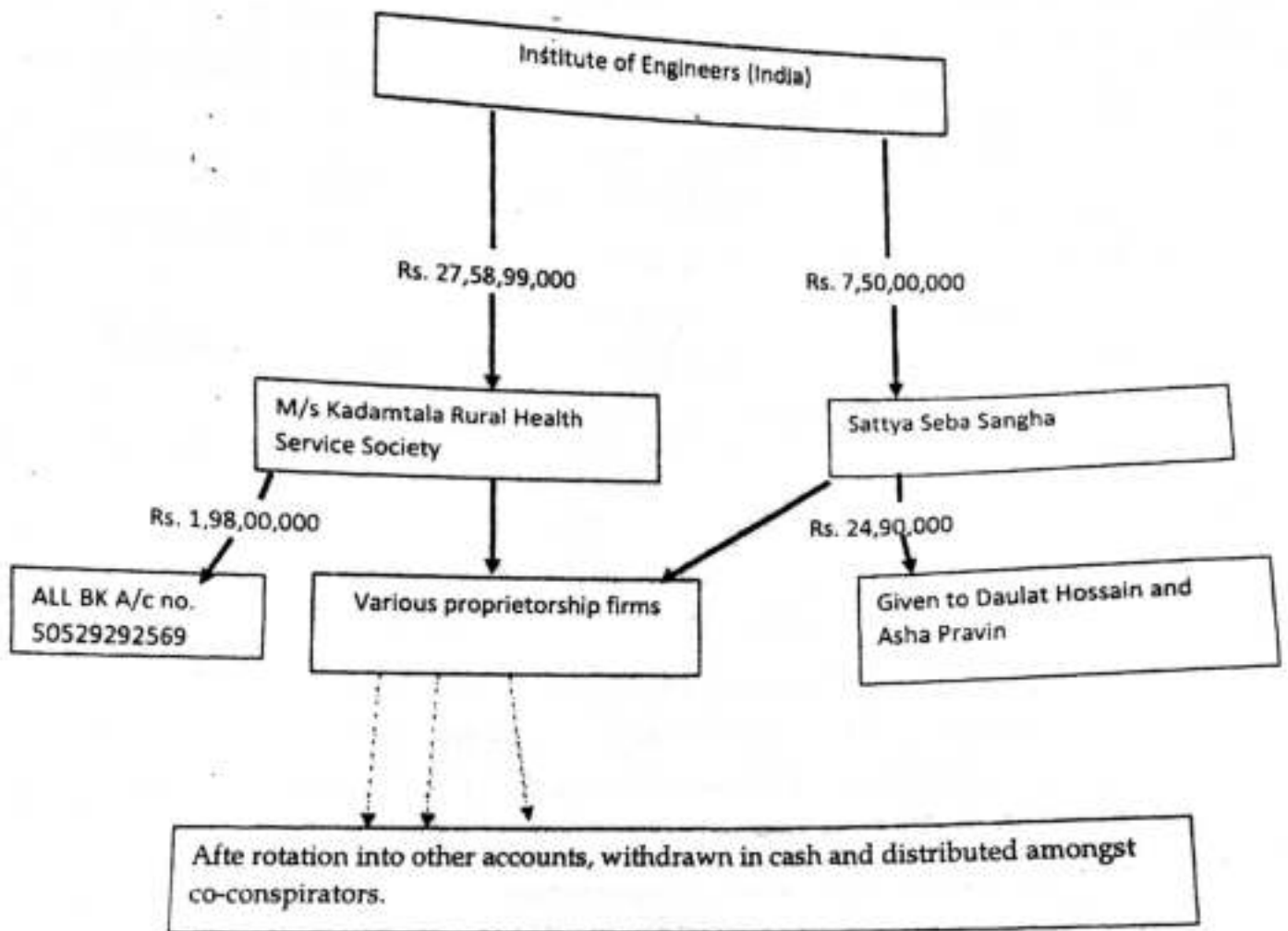
The accused persons entered into a criminal conspiracy among themselves and in pursuant thereof issued letters purported as one issued from Allahabad Bank, Bowbazar Branch to The Institution of Engineers (India) and allured them to invest for Fixed Deposits for gaining high rate of interest. Following which, IEI transferred money of Rs. 35.09 crores through RTGS from different banks on different dates in two bank accounts numbered 50500106596 and 50464814920 maintained with Indian Bank (erstwhile Allahabad Bank) for making Fixed Deposit investments. Fake FDs were issued to IEI in return of the invested



amount and the invested amount was siphoned off to different bank accounts and finally withdrawn causing a gain to the accused persons and wrongful loss to IEL.

The flow of funds has been depicted in the flow chart below:





8. Documents/information collected, statement recorded during PMLA investigation and their revelation: -

Sl No.	Particulars
8.1	Copy of F.I.R. numbered 205 dated 02.11.2020 lodged at Muchipara Police Station, Kolkata Police.
8.2	Copy of ECIR No. KLZO-I/01/2021 recorded on 08.02.2021
8.3	Copy of Provisional Attachment Order No. 05/2022 dated 25.02.2022 alongwith corrigendum issued on 01.03.2022.
8.4	Copy of Bank Account Statement of Account no. 0359104000044448 held in the name of Smt. Anju Kumari Rai with IDBI Bank.
8.5	Copy of Bank Account Statement of Account no. 0359102000038359 held in the name of M/s Sakambari Enterprise with IDBI Bank.
8.6	Copy of Bank Account Statement of Account no. 0359102000041876 held in the name of M/s Shree Mahabir Enterprise with IDBI Bank.
8.7	Copy of Bank Account Statement of Account no. 0359102000038182 held in the name of M/s Swastik Enterprise with IDBI Bank.
8.8	Copy of Statement of Sh. Aroun Pandey dated 23.11.2021 recorded under Section 50 of PMLA, 2002
8.9	Copy of Statement of Sh. Baidyanath Kumar dated 01.06.2022 recorded under Section 50 of PMLA, 2002
8.10	Copy of Statement of Sh. Samrat Paul dated 03.08.2023 recorded under Section 50 of PMLA, 2002
8.11	Copy of Statement of Sh. Sheo Rai dated 02.08.2023 and 04.08.2023 recorded under Section 50 of PMLA, 2002
8.12	Copy of Statement of Sh. Anju Kumari Rai dated 04.08.2023 recorded under Section 50 of PMLA, 2002



9. Availability of Proceeds of Crime.

9.1 Immovable properties mentioned at Sr. No. 1,2,3,4 and 5 in TABLE No. - III in Para No. 6.

Aroun Pandey was admittedly involved in alluring IEL into transferring funds to the Bank account of KRHSS and SSS on the pretext of creation of Fixed Deposits and subsequently rotating these funds through Bank accounts and withdrawing it in cash. Aroun Pandey has admittedly benefitted from this fraud and has received amount in cash. During the same period Aroun Pandey has also purchased these properties, therefore this property is Proceeds of Crime.

9.2 Property situated at Plot No. 132/95, Mirpara Road, P.S. - Liluah, Dist. - Howrah (mentioned at Sr. No. 6 in TABLE-III in Para No. 6)

From the statement of Aroun Pandey and Samrat Paul, it was revealed that Shri Sheo Rai assisted Aroun Pandey, Baidyanath Kumar and others in rotating of funds in the accounts of KRHSS and SSS and converting them into cash and that Sheo Rai has also received money in cash from Aroun Pandey and others for his role. Also, Smt. Anju Rai wife of Sheo Rai had received amount totalling Rs. 39.80 lakh from three proprietorship firms during the same period, the source of which neither Anju Kumari Rai nor Sheo could explain.

These funds were used for purchasing land measuring more or less 01 cottah 15 chittak with three storyed structure standing thereon lying and situated at Plot No. 13, Dag No. 490 under RS Khatian No. 1184 under JL No. 12, Mouza and P.S. Liluah, Howrah Municipal Corporation holding No. 2/95, Mirpara Road, P.S. - Liluah, Dist. - Howrah for 45 lakh Rupees from Navin Kumar Jha and Kishore Kumar Jha vide Deed of Sale dated 07.02.2020.

10. Reasons to Believe : An FIR no. 205 dated 02.11.2020 was registered by Muchipara Police Station under sections 120B, 409, 420, 467, 468, 471 of IPC, 1860 based on the complaint filed by Institution of Engineers India (IEI). Since, Section 120B, 420, 467 and 471 of IPC, 1860 are the offences included in Part A of Schedule to the PMLA, 2002, an ECIR bearing No. KLZO-I/01/2021 dated 08.02.2021 was, therefore recorded and investigation under the provisions of the PMLA, 2002 and the Rules framed thereunder initiated. Investigation revealed that a sum of Rs. 3.72 Crore



(approx.) found in cash and in the beneficiary bank accounts have been frozen by Police and returned to Institute of Engineers (India) as per Court order. The Enforcement Directorate has also identified and attached Rs. 2 Crore (approx.) in one bank account and one BMW Car and Gold coins and an immovable property in the name of M/s Sattya Seba Sangha vide PAO no. 05/2022 which has been confirmed by the Hon'ble Adjudicating Authority on 22.08.2022.

Investigation conducted under PMLA, 2002 in the ECIR no. ECIR/KLZO-1/01/2021 revealed that :

- (i) IEI was induced by Aroun Pandey, Samrat Paul and others into transferring funds to the tune of Rs. 35,08,99,000 for the purpose of creation of Fixed Deposit with Allahabad Bank. Induced by the suspect, IEI transferred funds to the tune of Rs. 35,08,99,000 to 2 account nos. bearing 50464814920 and 50500106596 maintained with Indian bank (erstwhile Allahabad Bank) between 11.09.2019 and 14.10.2020 by RTGS based upon a proposal received from accused falsely representing Allahabad bank offering high interest rate for Fixed Deposits.
- (ii) Thereafter, IEI received Fixed Deposit receipts with respect to the money transfers made by it from Allahabad bank which later turned out to be fake/ forged.
- (iii) Enquiries conducted with bank confirmed that the account no. 50464814920 and 50500106596 are being maintained in the name of M/s SattyaSeba Sangha, Vill Nadia, West Bengal- 741156 and Kadamtala Rural Health Service Society, 69/3, Kaiborta Para Lane, Salkia, Howrah- 711106 respectively and that Rs. 27,58,99,000 and Rs. 7,50,00,000 were received from Institute of Engineers (India) respectively in the said bank account of M/s Sattya Seba Sangha and M/s KRHSS. The perusal of the account statement further revealed that these transactions are followed by immediate transfer to other accounts in multiple tranches. Funds in these two bank accounts were further transferred to twelve other bank accounts and later the fund was finally encashed and disbursed among the conspirators.
- (iv) Aroun Pandey has admitted that he was involved in the Fraud committed with IEI and that he alongwith others received money in cash. He has also stated that Sheo Rai has also received money in cash from the offence committed.



(v) During investigation, it was revealed that Aroun Pandey had purchased immovable properties mentioned at Sr. No. 1,2,3,4 and 5 in Table I in Para 6.

(vi) During investigation it was also revealed that Sheo Rai had also received amount in cash from the total Proceeds of Crime. It was also revealed during investigation that Smt. Anju Rai wife of Sheo Rai had received amount totalling Rs. 39.80 lakh from three proprietorship firms. When asked about the purpose of the transaction, both Anju Rai and Sheo Rai stated that these funds were arranged to be transferred by the father of Anju Rai. However, they could not establish the genuineness of transactions, identity and credit worthiness of the entities from which funds were received in the account of Anju Kumari Rai and could not produce any document connecting father of Anju Kumari Rai with these there Proprietorship firms. They further stated that the father of Anju Kumari Rai expired and he never filed Income Tax Returns. Anju Kumari Rai used this funds to purchasing land measuring more or less 01 cottah 15 chittak with three storyed structure standing thereon lying and situated at Plot No. 13, Dag No. 490 under RS Khatian No. 1184 under JL No. 12, Mouza and P.S. Liluah, Howrah Municipal Corporation holding No. 2/95, Mirpara Road, P.S. - Liluah, Dist. - Howrah for 45 lakh Rupees from Navin Kumar Jha and Kishore Kumar Jha vide Deed of Sale dated 07.02.2020.

(vii) These properties were purchased by Aroun Pandey and Anju Kumari Rai w/o Sheo Rai during the time when funds were transferred from the Bank accounts of IEI to the Bank Accounts of KRHSS and SSS.

As per Section 2(1)(u) of PMLA, 2002, "proceeds of crime" means any property derived or obtained, directly or indirectly, by any person as a result of criminal activity relating to a scheduled offence or the value of any such property or where such property is taken or held outside the country, then the property equivalent in value held within the country or abroad.

Aroun Pandey, Sheo Rai and others have committed offence of Money Laundering and property derived from proceeds of crime i.e. funds that have been transferred by IEI to the bank accounts of KRHSS and SSS which is further transferred to various shell entities, have been converted into and withdrawn in cash, and value thereof is also Proceeds of Crime in cash, as per section 2(1)(u) of PMLA, 2002 which has been received by Aroun Pandey, Sheo Rai and other co-conspirators.



Aroun Pandey and Sheo Rai have committed offence of Money Laundering and their property is liable to be attached under Section 5 of PMLA, 2002 for subsequent confiscation under Section 8 of PMLA, 2002. Since, the conspirators including Aroun Pandey and Sheo Rai have already transferred Proceeds of Crime through various accounts, it is likely that the Property identified during investigation can be transferred/ alienated and the proceeds thereof may not be available for attachment, and further proceedings under PMLA including confiscation under PMLA, 2002.

Therefore, I have reasons to believe that if no Provisional Attachment Order in respect of following properties is passed in this case at this stage, it may result in frustrating the proceedings relating to confiscation under Chapter III of the Prevention of Money Laundering Act, 2002 (15 of 2003) as amended till date:

1. Immovable property in the form of Flat on 3rd Floor measuring Super Built up area 1400 Sq. Ft. more or less being Flat holding No. 1533/2061 at Premises No. 83/7, B.T. Road, Kolkata 700090 under Ward No. 28, Additional District Sub Registrar at Cossipore, Dumdum in District 24 Parganas (North). This flat was purchased by Aroun Pandey vide Deed of Conveyance no. 404/2020 dated 20.01.2020 for consideration of Rs. 20,00,000/- having market value Rs. 57,08,500/-.
2. Flat No. 4 on the second-floor measuring super built up area of 604 sq. ft. in Premises No. 228/3, Gopal Lal Tagore Road, Kolkata 700036 under the limits of Baranagar Municipality, within the jurisdiction of ADSR Cossipore, Dum Dum. for a consideration of Rs. 15,00,000/- having market value of Rs. 17,61,264/- (jointly purchased with Ankit Pandey and Aroun Pandey) to the extent of 50 percent owned by Aroun Pandey.
3. Residential Flat measuring 1303 sq. ft. including super built up area on the Ground Floor, North-South Side and one Godown Room measuring 24 sq. ft. including super built up area on the Ground Floor, Southern Side situated at G+4 stories building at Municipal Premises No. 42/22, Sashibhusan Neogi Garden Lane, P.S. - Baranagar, Kolkata - 700036 within the jurisdiction of ADSR Cossipore Dum Dum, District - North 24 Parganas for a consideration of Rs. 8,75,500/- having market value of Rs.



35,19,517/- to the extent of 50 percent owned by Aroun Pandey. (Jointly in the name of Mrs. Mandeep Kaur having PAN JSHPK7513Q and Mr. Aroun Pandey).

4. Residential Flat measuring 2010 sq. ft. including super built up area on the Fourth Floor, North-East-South Side in G+4 stories building at Municipal Premises No. 42/22, Sashibhusan Neogi Garden Lane, P.S. - Baranagar, Kolkata - 700036 within the jurisdiction of ADSR Cossipore Dum Dum, District - North 24 Parganas (in the name of Mr. Aroun Pandey) for a consideration of Rs. 10,00,000 having market value of Rs. 52,91,325/-.
5. Residential Flat measuring 1526 sq. ft. including super built up area on the Ground Floor, North-East-South Side in G+4 stories building at Municipal Premises No. 42/22, Sashibhusan Neogi Garden Lane, P.S. - Baranagar, Kolkata - 700036 within the jurisdiction of ADSR Cossipore Dum Dum, District - North 24 Parganas (in the name of Mr. Aroun Pandey) for a consideration of Rs. 9,00,000/- having market value of Rs. 37,42,515/-.
6. Land measuring more or less 01 cottah 15 chittak with three storied structure standing thereon lying and situated at Plot No. 13, Dag No. 490 under RS Khatian No. 1184 under JL No. 12, Mouza and P.S. Liluah, Howrah Municipal Corporation holding No. 2/95, Mirpara Road, P.S. - Liluah, Dist. - Howrah.

Hence, if no provisional attachment order is issued, the proceeds of crime are likely to be transferred or dealt with any manner which may result in frustrating any proceedings relating to confiscation of such proceeds. Therefore, I have reasons to believe that if no Provisional Attachment Order is passed in this case at this stage, it may result in frustrating the proceedings relating to confiscation under Chapter III of the Prevention of Money Laundering Act, 2002 (15 of 2003) as amended till date.



All the material evidences which constituted the basis for the reasons to believe shall be filed as RUD along with Original Complaint before the Hon'ble Adjudicating Authority in terms of Section 5(5) of the PMLA, 2002 as amended till date.

11 Relevant provisions of PMLA, 2002 are reproduced below:

11.1. Section 2(1)(u) of the PMLA provides as under: -

Section 2(1)(u) "Proceeds of crime" means any property derived or obtained directly or indirectly, by any person as a result of criminal activity relating to schedule offence or the value of any such property [or where such property is taken or held outside the country, then the property equivalent in value held within country or abroad].

Explanation - For removal of doubts, it is hereby clarified that "proceeds of crime" include property not only derived or obtained from the scheduled offence but also any property which may directly or indirectly be derived or obtained as a result of criminal activity relating to the scheduled offence;

11.2. Section 2(1)(v) of the PMLA provides as under: -

Section 2(1)(v) - "property" means any property or assets of every description whether corporeal or incorporeal, movable or immovable, tangible or intangible and includes deeds and instruments evidencing title to, or interest in, such property or assets, wherever located;

Explanation: For the removal of doubts, it is hereby clarified that the term "property" includes property of any kind used in the commission of an offence under this Act or any of the scheduled offences;

11.3. Section 2(1)(y) of PMLA provides as under: -

Section 2(1)(y) "Schedule offence" means - (i) the offences specified under Part A of the Schedule or (ii) the offences specified under Part B of the Schedule if the total value involved in such offences is [one Crore rupees] or more; or] (iii) the offences specified under Part C of the Schedule.

11.4. Section 3 of the PMLA provides as under: -

Section 3 "Offence of money-laundering - Whosoever directly or indirectly attempts to indulge or knowingly assists or knowingly is a party or is actually involved in any process or activity connected with the [proceeds of crime including its concealment,



possession, acquisition or use and projecting or claiming] it as untainted property shall be guilty of offence of money laundering."

Explanation - (i): -A person shall be guilty of offence of money-laundering if such person is found to have directly or indirectly attempt to indulge or knowingly assisted or knowingly is a party or is actually involved in one or more of the following processes or activities connected with proceeds of crime, namely: -

- (a) Concealment; or
- (b) Possession; or
- (c) Acquisition; or
- (d) Use; or
- (e) Projecting as untainted property; or
- (f) Claiming as untainted property,

in any manner whatsoever;

(ii):- the process or activity connected with proceeds of crime is a continuing activity and continues till such time a person is directly or indirectly enjoying the proceeds of crime by its concealment or possession or acquisition or use or projecting it as untainted property or claiming it as untainted property in any manner whatsoever.

11.5. **Section 5 of PMLA provides as under: -**

Section 5 "Attachment of property involved in money-laundering -

(1) Where the Director, or any other officer not below the rank of Deputy Director authorized by the Director for the purposes of this section, has reason to believe (the reason for such belief to be recorded in writing), on the basis of material in his possession, that: -

- (a) Any person is in possession of any proceeds of crime; and
- (b) Such proceeds of crime are likely to be concealed, transferred or dealt with in any manner which may result in frustrating any



proceedings relating to confiscation of such proceeds of crime under this Chapter,
he may, by order in writing, provisionally attach such property for a period not exceeding one hundred and eighty days from the date of the order, in such manner as may be prescribed;

PROVIDED that no such order of attachment shall be made unless, in relation to the scheduled offence, a report has been forwarded to a Magistrate under Section 173 of the Code of Criminal Procedure, 1973 or a complaint has been filed by a person, authorized to investigate the offence mentioned in that Schedule, before a Magistrate or Court for taking cognizance of the Scheduled offence, as the case may be, or a similar report or complaint has been made or filed under the corresponding law of any other country;

PROVIDED FURTHER that, notwithstanding anything contained in [first proviso] any property of any person may be attached under this Section if the Director or any other officer not below the rank of Deputy Director, authorized by him for the purposes of this section has reason to believe (the reasons for such believe to be recorded in writing), on the basis of material in his possession, that if such property involved in money-laundering is not attached immediately under this Chapter, the non-attachment of the property is likely to frustrate any proceeding under this Act;

Provided also that for the purposes of computing the period of one hundred and eighty days, the period during which the proceedings under this section is stayed by the High Court, shall be excluded and a further period not exceeding thirty days from the date of order of vacation of such stay order shall be counted.];

(2) The Director, or any other officer not below the rank of Deputy Director, shall, immediately after attachment under Sub Section (1), forward a copy of the order, along with the material in his possession, referred to in that sub-section, to the Adjudicating Authority, in a sealed envelope, the manner as may be prescribed and such Adjudicating Authority shall keep such order and material for such period as may be prescribed;



(3) Every order of attachment made under Sub Section (1) shall cease to have effect after the expiry of the period specified in that Sub Section or on the date of an order made under Sub Section (2) of Section 8, whichever is earlier;

(4) Nothing in this section shall prevent the person interested in the enjoyment of the immovable property attached under Sub Section (1) from such enjoyment.

Explanation – For the purposes of this sub-section, "person interested" in relation to any immovable property, includes all persons claiming or entitled to claim any interest in the property;

(5) The Director or any other officer who provisionally attaches any property under Sub Section (1), shall, within a period of thirty days from such attachment, file a complaint stating the facts of such attachment before Adjudicating Authority."

11.6. Section 22 of PMLA provides as under: -

Section 22: Presumption as to records or property in certain cases-

(1) Where any records or property are or is found in the possession or control of any person in the course of a survey or a search [or where any record or property is produced by any person or has been resumed or seized from the custody or control of any person or has been frozen under this Act or under any other law for the time being in force,] it shall be presumed that –

- (i) such records or property belong or belongs to such person;
- (ii) the contents of such records are true; and
- (iii) the signature and every other part of such records which purport to be in the handwriting of any particular person or which may reasonably be assumed to have been signed by, or to be in the handwriting of, any particular person, are in that person's handwriting, and in the case of a record, stamped, executed or attested, that it was executed or attested by the person by whom it purports to have been so stamped executed or attested.

(2) Where any records have been received from any place outside India, duly authenticated by such authority or person and in such manner as may be



prescribed, in the course of proceedings under this Act, the Special Court, the Appellate Tribunal or the Adjudicating Authority, as the case may be, shall -

- (a) presume, that the signature and every other part of such record which purports to be in the handwriting of any particular person or which the Court may reasonably assume to have been signed by, or to be in the handwriting of, any particular person, is in that person's handwriting and in the case of record executed or attested, that it was executed or attested by the person by whom it purports to have been so executed or attested;
- (b) Admit the document in evidence, notwithstanding that it not dully stamped, if such document is otherwise admissible in evidence;

11.7. Section 23 of PMLA, 2002 provides as under: -

Section 23 "Presumption in inter-connected transactions - Where money-laundering involves two or more inter-connected transactions and one or more such transactions is or are proved to be involved in money-laundering, then for the purpose of adjudication or confiscation under Section 8 or for the trial of the money-laundering offence, it shall unless otherwise proved to the satisfaction of the Adjudicating Authority or the Special Court, be presumed that the remaining transactions form part of such inter-connected transactions."

11.8. Section 24 of PMLA, 2002 provides as under: -

Section 24 "Burden of proof - In any proceeding relating to proceeds of crime under this Act:

- (a) In the case of a person charged with the offence of money-launder under Section 3, the Authority or Court shall, unless the contrary is proved, presume that such proceeds of crime are involved in money laundering; and
- (b) In the case of any other person the Authority or Court, may presume that such proceeds of crime are involved in money-laundering;"

11.9. Section 71 of PMLA, 2002 provides as under: -

Section 71: Act to have overriding effect - The provisions of this Act shall have effect notwithstanding anything inconsistent therewith contained in any other law for the time being in force.



12. AND WHEREAS further investigations with regard to other properties acquired out of proceeds of crime generated are in progress and suitable action under the provisions of PMLA, 2002 shall be taken as and when the necessary evidences become available on record.

The undersigned reserves the right to add/subtract any evidence, during the proceedings before the Learned Adjudicating Authority, to substantiate the provisional attachment of the said properties.

13. Now, therefore, on the basis of materials and evidences brought before me, in the ongoing investigation, I have reasons to believe that property valuing Rs. 80 lakhs detailed in the table given below is proceeds of crime, as defined under Section 2 (1)(u) of the PMLA, 2002 and that proceeds of crime, at this crucial stage, is likely to be transferred or dealt with any manner which may result in frustrating any proceedings relating to confiscation of such proceeds of crime under Chapter III of the Prevention of Money Laundering Act, 2002 (15 of 2003) as amended till date. In exercise of the powers conferred upon me under Section 5(1) of 'the PMLA, 2002' (15 of 2003) and the authority vested in me, to act as Statutory Authority under PMLA, by the Director of Enforcement, Directorate of Enforcement vide Circular Order (Tech.) No. 03/2011 dated 27.09.2011, as amended by Technical Circular No 08/2015 dated 26.08.2015, I, hereby, order provisional attachment of the property having registered value of Rs. 95,87,750/- and having market value of Rs. 2,26,97,981/- as detailed in Table-IV below, being the proceeds of crime, as defined under Section 2(1)(u) of PMLA, 2002 for a period of 180 (One Hundred and Eighty) days in terms of the provisions of Section 5(1) of the PMLA and its provision, and further order that the same shall not be transferred, disposed, parted with or otherwise dealt with in any manner, whatsoever, until or unless specifically permitted to do so by the undersigned, under the provisions of PMLA.



Total value of property, of proceeds of crime being Provisionally Attached under
Section 5(1) of the PMLA, 2002

TABLE-IV

Sl. No.	Description of the property	Amount of property attached in Rs.	Title of Property	Nature/ Classification of PoC
1.	Immovable property in the form of Flat on 3 rd Floor measuring Super Built up area 1400 Sq. Ft. more or less being Flat holding No. 1533/2061 at Premises No. 83/7, B.T. Road, Kolkata 700090 under Ward No. 28, Additional District Sub Registrar at Cossipore, Dumdum in District 24 Parganas (North). This flat was purchased by Aroun Pandey vide Deed of Conveyance no. 404/2020 dated 20.01.2020 for consideration of Rs. 20,00,000/- having market value Rs. 57,08,500/-.	20,00,000/- (having market value Rs. 57,08,500/-)	Shri Aroun Pandey	Value thereof property derived or obtained directly or indirectly, as a result of criminal activity relating to schedule offence
2.	Flat No. 4 on the second-floor measuring super built up area of 604 sq. ft. in Premises No. 228/3, Gopal Lal Tagore Road, Kolkata 700036 under	7,50,000/- (Having market value of Rs. 8,80,632/-)	Shri Aroun Pandey and Shri Ankit Pandey	Value thereof property derived or obtained directly or indirectly, as a



	the limits of Baranagar Municipality, within the jurisdiction of ADSR Cossipre, Dum Dum. for a consideration of Rs. 15,00,000/- having market value of Rs. 17,61,264/- (jointly purchased with Ankit Pandey and Aroun Pandey) to the extent of 50% owned by Aroun Pandey.			result of criminal activity relating to schedule offence
3.	Residential Flat measuring 1303 sq. ft. including super built up area on the Ground Floor, North-South Side and one Godown Room measuring 24 sq. ft. including super built up area on the Ground Floor, Southern Side situated at G+4 stories building at Municipal Premises No. 42/22, Sashibhusan Neogi Garden Lane, P.S. - Baranagar, Kolkata - 700036 within the jurisdiction of ADSR Cossipore Dum Dum, District - North 24 Parganas (in the name of Mrs. Mandeep Kaur having PAN JSHPK7513Q and Mr. Aroun Pandey) for a consideration of Rs.	4,37,750/- having market value of 17,59,758.50/-	Shri Aroun Pandey and Mrs. Mandeep Kaur	Value thereof property derived or obtained directly or indirectly, as a result of criminal activity relating to schedule offence



	8,75,500/- having market value of Rs. 35,19,517/- to the extent of 50% owned by Aroun Pandey.			
4.	Residential Flat measuring 2010 sq. ft. including super built up area on the Fourth Floor, North-East-South Side in G+4 stories building at Municipal Premises No. 42/22, Sashibhusan Neogi Garden Lane, P.S. - Baranagar, Kolkata - 700036 within the jurisdiction of ADSR Cossipore Dum Dum, District - North 24 Parganas (in the name of Mr. Aroun Pandey) for a consideration of Rs. 10,00,000 having market value of Rs. 52,91,325/-.	10,00,000/- having market value of Rs. 52,91,325/-.	Shri Aroun Pandey	Value thereof property derived or obtained directly or indirectly, as a result of criminal activity relating to schedule offence
5.	Residential Flat measuring 1526 sq. ft. including super built up area on the Ground Floor, North-East-South Side in G+4 stories building at Municipal Premises No. 42/22, Sashibhusan Neogi Garden Lane, P.S. - Baranagar, Kolkata - 700036 within the jurisdiction of ADSR Cossipore Dum Dum, District - North 24 Parganas	9,00,000/- having market value of Rs. 37,42,515/-	Shri Aroun Pandey	Value thereof property derived or obtained directly or indirectly, as a result of criminal activity relating to schedule offence



	(in the name of Mr. Aroun Pandey) for a consideration of Rs. 9,00,000/- having market value of Rs. 37,42,515/-			
6.	Land measuring more or less 01 cottah 15 chittak with three storyed structure standing thereon lying and situated at Plot No. 13, Dag No. 490 under RS Khatian No. 1184 under JL No. 12, Mouza and P.S. Liluah, Howrah Municipal Corporation holding No. 2/95, Mirpara Road, P.S. - Liluah, Dist. - Howrah for a consideration of Rs. 45,00,000/- having market value of Rs. 53,15,250/-.	45,00,000/- having market value of Rs. 53,15,250/-.	Smt. Anju Kumari Rai, wife of Shri Sheo Rai	property derived indirectly as a result of criminal activity relating to schedule offence

SEALED AND SIGNED AT KOLKATA ON 18TH DAY OF AUGUST, TWO THOUSAND AND TWENTY-THREE.



(Signature)
18/08/23
(Gaurav Bharill)

Deputy Director
GAURAV BHARILL, IRS
उप निदेशक / Deputy Director
प्रवर्तन निदेशालय / Enforcement Directorate
भारत सरकार / Government of India
कोलकाता-700064/Kolkata-700064

To,

1	Shri Aroun Pandey, S/o : Late Ran Pandey 6/6, Kalicharan Ghosh Road, PS. Sinthi, Kolkata-700050
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2	Smt. Anju Kumari Rai, wife of Shri Sheo Rai, 59/8, Rabindra Sarani, 3rd Floor, Flat 302, Liluah, Howrah, Pin-711204 and 2/95 Mirpara Road, PO Liluah, District Howrah-711204
3	Shri Sheo Rai, S/o Surendra Nath Rai 59/8, Rabindra Sarani, 3rd Floor, Flat 302, Liluah, Howrah, Pin-711204 and 2/95 Mirpara Road, PO Liluah, District Howrah-711204


(Gaurav Bharill)

Deputy Director
...द भारिल, भा.रा.से. / GAURAV BHARILL, IRS
उप निदेशक / Deputy Director
प्रवर्तन निदेशालय / Enforcement Directorate
भारत सरकार / Government of India
कोलकाता-700064/Kolkata-700064

Copy forwarded for information and necessary action to :-

1	The Chairperson, Adjudicating Authority (Under PMLA), Room No-25, 4th Floor, Jeevandeep Building, Parliament Street, New Delhi-110001.
2	The Director, Directorate of Enforcement, Pravartan Bhawan, Dr. APJ Abdul Kalam Road, New Delhi 110011.
3	The Special Director, Directorate of Enforcement, Eastern Region, CGO Complex, 6th Floor, DF Block, Kolkata-700064.
4	The Deputy Legal Adviser, Directorate of Enforcement, Pravartan Bhawan, Dr. APJ Abdul Kalam Road, New Delhi 110011.
5	The IGR & CSR, West Bengal, Directorate of Registration and Stamp Revenue, Fortuna Tower, 9th Floor, 23A N.S. Road, Kolkata-700 001
6	The Registrar of Assurance, Kolkata, 5 & 6, Government Place (North), Kolkata-1
7	The District Registrar, North 24 Pargana, Rishi Bankim Chandra Rd, Howrah - 711101
8	The District Registrar, Howrah, Banamalipur, Opposite District Judge's Court, Barasat, Kolkata 700124
9	The Additional District Sub-Registrar Cossipore Dumdum, Cossipur Dum Dum, 100, South Sinthee Road, P.O.- Ghugudanga, Kolkata-700030



10	The Additional District Sub-Registrar of Howrah, 28, Nityadhan Mukherjee Rd, Howrah, West Bengal 711101.
11	PMLA Guard File/ Fair Copy/ Office Copy.



(Signature)
18/08/28
(Gaurav Bharill)

Deputy Director

गौरव भारिल, भा.रा.सौ. / GAURAV BHARILL, IRS
उप निदेशक / Deputy Director
प्रवर्तन निदेशालय / Enforcement Directorate
भारत सरकार / Government of India
कोलकाता-700064/Kolkata-700064

Government of West Bengal
GRIPS 2.0 Acknowledgement Receipt
Payment Summary



221120232029121926

GRIPS Payment Details

GRIPS Payment ID:	221120232029121926	Payment Init. Date:	22/11/2023 12:42:53
Total Amount:	8542	No of GRN:	1
Bank/Gateway:	SBI EPay	Payment Mode:	SBI Epay
BRN:	6032549777518	BRN Date:	22/11/2023 12:43:48
Payment Status:	Successful	Payment Init. From:	Department Portal

Depositor Details

Depositor's Name: Mr Raj Kumar Bhuina
Mobile: 6294719586

Payment(GRN) Details

Sl. No.	GRN	Department	Amount (₹)
1	192023240291219278	Directorate of Registration & Stamp Revenue	8542
Total			8542

IN WORDS:

EIGHT THOUSAND FIVE HUNDRED FORTY TWO ONLY.

DISCLAIMER:

This is an Acknowledgement Receipt, please refer the respective e-challan from the pages below.



Govt. of West Bengal
Directorate of Registration & Stamp
Revenue
GRIPS eChallan



192023240291219278

GRN Details

GRN: 192023240291219278
GRN Date: 22/11/2023 12:42:53
BRN: 6032549777518
Gateway Ref ID: 233268487857
GRIPS Payment ID: 221120232029121926
Payment Status: Successful
Payment Mode: SBI Epay
Bank/Gateway: SBIEpay Payment Gateway
BRN Date: 22/11/2023 12:43:48
Method: HDFC Retail Bank NB
Payment Init. Date: 22/11/2023 12:42:53
Payment Ref. No: 2002818913/2/2023
[Query Nur*/Query Year]

Depositor Details

Depositor's Name: Mr Raj Kumar Bhuina
Address: 1A/H/2, Satchasi Para Road, Kolkata-700002
Mobile: 6294719586
Period From (dd/mm/yyyy): 22/11/2023
Period To (dd/mm/yyyy): 22/11/2023
Payment Ref ID: 2002818913/2/2023
Dept Ref ID/DRN: 2002818913/2/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2002818913/2/2023	Property Registration- Stamp duty	0030-02-103-003-02	6521
2	2002818913/2/2023	Property Registration- Registration Fees.	0030-03-104-001-16	2021
Total				8542

IN WORDS: EIGHT THOUSAND FIVE HUNDRED FORTY TWO ONLY.

Major Information of the Deed

Deed No :	I-1901-09663/2023	Date of Registration	22/11/2023
Query No / Year	1901-2002818913/2023	Office where deed is registered	
Query Date	16/11/2023 12:09:22 PM	A.R.A. - I KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	Munmun Mazumder Hastings Chamber 7C, Kiran Shankar Roy Road Office No. GD, Ground Floor, Kolkata, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9062610373, Status : Advocate		
Transaction	[0110] Sale, Development Agreement or Construction agreement		
	[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 2,00,000/-]		
Set Forth value	Market Value		
Rs. 2,00,000/-	Rs. 44,78,491/-		
Stamp duty Paid(SD)	Registration Fee Paid		
Rs. 7,021/- (Article:48(g))	Rs. 2,105/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: North 24-Parganas, P.S:- Baranagar, Municipality: BARANAGAR, Road: S.P. Banerjee Road, Mouza: Baranagar, Premises No: 46, Ward No: 007 JI No: 5, Pin Code : 700035

District: North 24-Parganas, P.S:- Baranagar, Municipality: BARANAGAR, Road: 371, Baranagar, Premises No: 46, Ward No: 007 JI No: 5, Pin Code : 700035								
Sch No	Plot Number	Khatian Number	Land Use	Proposed ROR	Area of Land	Set forth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-4109 (RS :-)	LR-2663	Bastu	Bastu	3 Katha 6 Chatak 6 Sq Ft	1,50,000/-	41,10,751/-	Property is on Road Adjacent to Metal Road,
Grand Total :					5.5825Dec	1,50,000 /-	41,10,751 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Set forth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	1362 Sq Ft.	50,000/-	3,67,740/-	Structure Type: Structure
Gr. Floor, Area of floor : 1362 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Tiles Shed, Extent of Completion: Complete					
Total :		1362 sq ft	50,000 /-	3,67,740 /-	



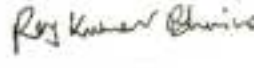


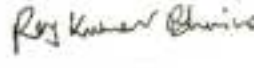


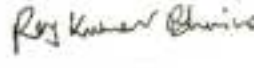
Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature												
1	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> Mr Abid Ali (Presentant) Son of Late Musa Mia Executed by: Self, Date of Execution: 22/11/2023 , Admitted by: Self, Date of Admission: 22/11/2023 ,Place : Office </td> <td>  </td> <td>  Captured </td> <td>  </td> </tr> <tr> <td>22/11/2023</td> <td>LTI</td> <td>22/11/2023</td> <td>22/11/2023</td> </tr> </tbody> </table> <p>46, S. P. Banerjee Road,, City:- , P.O:- Alam Bazar, P.S:-Baranagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700035 Sex: Male, By Caste: Muslim, Occupation: Retired Person, Citizen of: India, PAN No.: crxxxxxx3r, Aadhaar No: 47xxxxxxx0591, Status :Individual, Executed by: Self, Date of Execution: 22/11/2023 , Admitted by: Self, Date of Admission: 22/11/2023 ,Place : Office</p>	Name	Photo	Finger Print	Signature	Mr Abid Ali (Presentant) Son of Late Musa Mia Executed by: Self, Date of Execution: 22/11/2023 , Admitted by: Self, Date of Admission: 22/11/2023 ,Place : Office		 Captured		22/11/2023	LTI	22/11/2023	22/11/2023
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22/11/2023	LTI	22/11/2023	22/11/2023										

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Rittick Enterprise 1A/H/2, Satchasi Para Road, City:- , P.O:- Cossipore, P.S:-Cossipur, District:-North 24-Parganas, West Bengal, India, PIN:- 700002 , PAN No.: amxxxxxx6e,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature												
1	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> Mr Raj Kumar Bhuina Son of Mr Rabin Bhuina Date of Execution - 22/11/2023, , Admitted by: Self, Date of Admission: 22/11/2023, Place of Admission of Execution: Office </td> <td>  </td> <td>  Captured </td> <td>  </td> </tr> <tr> <td>Nov 22 2023 3:34PM</td> <td>LTI</td> <td>22/11/2023</td> <td>22/11/2023</td> </tr> </tbody> </table> <p>1A/H/2, Satchasi Para Road,, City:- , P.O:- Cossipore, P.S:-Cossipur, District:-North 24-Parganas, West Bengal, India, PIN:- 700002, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: amxxxxxx6e, Aadhaar No: 76xxxxxxx9302 Status : Representative, Representative of : Rittick Enterprise (as Sole Proprietor)</p>	Name	Photo	Finger Print	Signature	Mr Raj Kumar Bhuina Son of Mr Rabin Bhuina Date of Execution - 22/11/2023, , Admitted by: Self, Date of Admission: 22/11/2023, Place of Admission of Execution: Office		 Captured		Nov 22 2023 3:34PM	LTI	22/11/2023	22/11/2023
Name	Photo	Finger Print	Signature										
Mr Raj Kumar Bhuina Son of Mr Rabin Bhuina Date of Execution - 22/11/2023, , Admitted by: Self, Date of Admission: 22/11/2023, Place of Admission of Execution: Office		 Captured											
Nov 22 2023 3:34PM	LTI	22/11/2023	22/11/2023										

Identifier Details :

Name	Photo	Finger Print	Signature
Mrs Munmun Mazumder Wife of Mr Abhijit Mazumder Hastings Chamber, Flat No: GD, 7C, Kiron Sankar Roy Road(Hastings Street), City:- Kolkata, P.O:- GPO, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001		 Captured	

	22/11/2023	22/11/2023	22/11/2023
Identifier Of Mr Abid Ali, Mr Raj Kumar Bhunia			

Transfer of property for L1		
Sl.No	From	To, with area (Name-Area)
1	Mr Abid Ali	Ritick Enterprise-5.5825 Dec
Transfer of property for S1		
Sl.No	From	To, with area (Name-Area)
1	Mr Abid Ali	Ritick Enterprise-1362.00000000 Sq Ft

Land Details as per Land Record

District: North 24-Parganas, P.S.- Baranagar, Municipality: BARANAGAR, Road: S.P. Banerjee Road, Mouza: Baranagar, Premises No: 46, Ward No: 007 Ji No: 5, Pin Code : 700035

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 4109, LR Khatian No - 2663		Seiler is not the recorded Owner as per Applicant.

Endorsement For Deed Number : I - 190109663 / 2023

On 22-11-2023

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 : 48 (a) of Indian Stamp Act 1899

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

Presented for registration at 15:02 hrs on 22-11-2023, at the Office of the A.R.A. - I KOLKATA by Mr Abid Ali, Executant

Certificate of Market Value (WB PUV) rules of 2001

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 44,78,491/-

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

Execution is admitted on 22/11/2023 by Mr Abid Ali, Son of Late Musa Mia, 46, S. P. Banerjee Road, P.O. Alam Bazar, Thana: Baranagar, North 24-Parganas, WEST BENGAL, India, PIN - 700035, by caste Muslim, by Profession Retired Person

Identified by Mrs Munmun Mazumder, Wife of Mr Abhijit Mazumder, Hastings Chamber, Flat No: GD, 7C, Road: Kiron Sankar Roy Road (Hastings Street), P.O: GPO, Thana: Hare Street, City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

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

Execution is admitted on 22-11-2023 by Mr Raj Kumar Bhunia, Sole Proprietor, Ritlick Enterprise (Sole Proprietorship), 1A/4/2, Satchasi Para Road, City:- P.O:- Cossipore, P.S:-Cossipur, District-North 24-Parganas, West Bengal, India, PIN:- 700002

Identified by Mrs Munmun Mazumder, Wife of Mr Abhijit Mazumder, Hastings Chamber, Flat No: GD, 7C, Road: Kiron Sankar Roy Road (Hastings Street), P.O: GPO, Thana: Hare Street, City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 2,105.00/- (B = Rs 2,000.00/-, E = Rs 21.00/-, I = Rs 55.00/-, M(a) = Rs 25.00/-, M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 84.00/-, by online = Rs 2,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 22/11/2023 12:43PM with Govt. Ref. No: 192023240291219278 on 22-11-2023, Amount Rs: 2,021/-, Bank: SBI EPay (SBIPay), Ref. No. 6032549777518 on 22-11-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,021/- and Stamp Duty paid by Stamp Rs 500.00/-, by online = Rs 6,521/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 183972, Amount: Rs.500.00/-, Date of Purchase: 22/11/2023, Vendor name: S MUKHERJEE

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 22/11/2023 12:43PM with Govt. Ref. No: 192023240291219278 on 22-11-2023, Amount Rs: 6,521/-, Bank: SBI EPay (SBIPay), Ref. No. 6032549777518 on 22-11-2023, Head of Account 0030-02-103-003-02

Pradipta

Pradipta Kishore Guha
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - I KOLKATA
Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 1901-2023, Page from 397123 to 397202
being No 190109663 for the year 2023.



Pradipta

Digitally signed by PRADIPTA KISHORE GUHA
Date: 2023.11.24 16:45:41 +05:30
Reason: Digital Signing of Deed.

(Pradipta Kishore Guha) 24/11/2023
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - I KOLKATA
West Bengal.