

09991/2023

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9077/23

भारतीय गैर न्यायिक
भारत INDIA

रु. 500

FIVE HUNDRED
RUPEES

पाँच सौ रुपये

Rs. 500

INDIA NON JUDICIAL

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

N 813982

Notarized that this document is submitted to
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

**GENERAL POWER OF ATTORNEY IN TERMS OF
DEVELOPMENT AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS that I, ABID ALI having
PAN Card No. CRFPA3043R, Aadhar Card No. 4743-2852-0591,
Mobile No. 7003764858, 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, hereinafter referred to as the **PRINCIPALS** and **SEND
GREETINGS :**

183571

NAME Raj K. Bhunia
ADD. 1A/4/2
R. 300
22 NOV 2023
SURAJAN MUKHERJEE
Licensed Stamp Vendor
C. C. Ghosh
2 & 3, K. S. Roy Road, K.

Satchasipura Road

Del 700002

22 NOV 2023

Identified by me

Murimun Mazumder
Adv

W/o. Mr. Abhijit Mazumder

Hastings Chambers

7C, Kivan Shankar Roy Road

Kolkata - 700001.

ADDITIONAL REGISTRAR
OF ASSURANCES
22 NOV 2023

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. No. 2663, Holding No. 108 municipal premises No. 46, S. P. Banerjee Road, Ward No. 07 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 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.

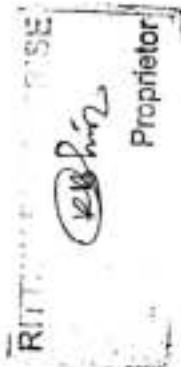
AND WHEREAS the principal herein being owner entered into Development Agreement dated 22nd November, 2023, which was registered in the office of ARA-I, Kolkata and recorded in Book No. I, Volume No. 1901-2023, Being No. 09663 for the year 2023.

AND WHEREAS as per the said Development Agreement the Developer's allocation is 50% of the new construction building.

AND WHEREAS as per the said Development Agreement the Developer shall submit the necessary sanction plan and follow up the said building sanction plan.

AND WHEREAS the Developer herein reply all the correspondence of Baranagar Municipality and other concern authorities for smooth construction work of the building.

AND WHEREAS the owners having busy schedule in his personal life and unable to participate each and every act, conduct, business, construction work etc. of the building as such the principal herein is executing this General Power of Attorney as per said Development Agreement.



NOW KNOW YE ALL BY THESE PRESENTS SHALL COME THAT I
amdo hereby nominate, appoint and constitute attorney to **Mr. Raj**
Kumar Bhuina having PAN Card No. AMAPB5776E, Aadhar Card
No. 7638-8154-9302, Mobile No. 6294719586 being Sole
Proprietor of M/S/ Rittick Enterprise, 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 as
 my true and lawful Attorney, in my name to do, execute and perform the
 following acts, deeds, matters and /or things, that is to say :-

1. To look after, manage, control, supervise and protect the said
 schedule property in such manner as my said Attorney(s) shall
 think fit and proper. ✓
2. To cause necessary drafting work, preparing Building plan, site
 plan, floor plans, Completion Plan, specifications of structure,
 construction of multi-storied building, necessary pathway and
 other facilities and amenities of the said Schedule property herein
 as well as revised or new plans in respect of such
 construction/development, building plans, partition deed plan,
 site plan, floor plans, Completion Plan, specifications including
 revised or new plans or Addition Plan, Alteration Plan and to
 submit the same before the Baranagar Municipality/other
 concerned Authority(s) for sanction and to observe and perform
 all the formalities and building plan, site plan, floor plans,
 Completion Plan, and also to sign Deed of Rectification, Deed of
 Declaration, and also with regard to specification and to receive ✓

all Plans including sanctioned Building plan, Addition Plan, Alteration Plan, Completion Plan, Plan of building(s) and Completion certificate etc., from the concerned Municipal Authority (s) upon giving proper acknowledgement and or receipts for the same.

3. That I have appoint my attorney to sign, execute all legal documents in relation to protect my right, title and interest, to co-operate with said developer, to sign and to fulfill all legal procedure in the office of concern registrar authority, to execute agreement for sale, deed of conveyance, lease deed, Development Agree any kind of supplementary and rectification Indenture etc. of schedule property herein.
4. My Attorney have right to negotiate with the tenant and finalize legal documents from the said tenant.
5. My Attorney have right dismantled old structure and/or construction for constructed of new building.
6. My Attorney have right to Sale, use and transfer Developer's allocation and/or the area mentioned in the said Development Agreement as per his requirement.
7. My Attorney shall fix sign board on the schedule property and engage the broker, publish the sale news of the Developer's allocation on face book, what's app, you tube and newspaper etc.

8. My Attorney shall issue the money receipt to the buyer of the Developer's allocation.
9. My Attorney shall sign, execute and present the Agreement for Sale, Deed of conveyance, Lease Deed, Deed of Settlement and/or any kind of Indenture for transfer of property of Schedule property herein in part or full, construction area as per requirement and direction of said Developer in terms of said Development Agreement on my behalf.
10. To sign, and execute all necessary papers, deed(s), Indenture(s) and/or documents, including all applications, form, letters, no-objections etc. of the said Schedule property.
11. To appear for and represent me in all the courts, civil, criminal or revenue, including Labour Tribunals, original, revisional or appellate, in any Registration offices and to sign, execute, verify and file plaints, written statements and petitions and also to present appeals in any court, and to accept services of all summons, notices and other processes of law in any court of law.
12. To appoint, engage on my behalf pleaders, advocates or solicitors whenever my said attorney shall think proper to do so and to discharge and/or terminate his appointment.
13. To appear and represent me before the all concerned statutory authorities for the requirement of necessary services to use and enjoy of the said property, if and when required, including the Baranagar Municipality, CESC Ltd. Fire Brigade, BLRO, ULC,

Concern Police Authorities, and Licensing authorities, public bodies or Local Authorities etc.

14. My Attorney shall sign, execute and fulfill all the necessary proceeding in the office of Registrar for registration of Indentures, Deeds, Deed of Rectification, Deed of Declaration, Documents, Supplementary Agreement, Supplementary Documents, Supplementary Deed etc.
15. To execute Agreement for Sale, Deed of lease, Deed of assigns, Deed of conveyance, Deed of Sale, let out on rent, collect rent, transfer the Developer's allocation and area and also point no. 24.1 in terms of said Development Agreement to Developer's nominee(s), buyer(s), customer(s) and/or third party(s) as per said Developer's direction and present the said deeds and documents for registration and fulfill all proceeding in the registrar office on my behalf.
16. To do and perform all acts, deeds, matters and things necessary for all or any of the purposes aforesaid and for giving full effect to the powers and authorities hereinbefore contained. As I could do myself, if personally present.
17. My attorney shall act all conducts of my behalf before the any authority and authorities all work with consent of the said Developer.
18. Be it noted that this Power of Attorney is being granted in favour of the said Attorney without any consideration and no interest or right of the Attorney is created of the Schedule property herein.

AND GENERALLY to act as the Attorney in relation to my said Schedule property herein for and on my behalf to execute all legal and lawful instruments, acts, deeds, matters and things as fully and effectually as I could have done, if I in person present as per the Powers and Authorities conferred upon the said Attorney herein.

AND I do hereby agree to ratify and confirm whatever my said Attorney shall lawfully do or purport to be done by virtue of these presents as aforesaid.

THE SCHEDULE 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:

RITTICK ENTERPRISE
Rohini

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.

IN WITNESS WHEREOF I the Principals and his Attorney above named have hereunto set and subscribed his respective hand and seal and execute these presents on this 22nd Day of November, 2023.

SIGNED, SEALED & DELIVERED

By the **EXECUTANTS AND ATTORNEY** in
Presence of Witnesses herein

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

Azif Ali

Signature of the
EXECUTANT/ PRINCIPAL

2. *Manoj Kumar Singh*
86, Cossipore Rd
Kolkata-700002

Raj Kumar Bhunia

I, **MR. RAJ KUMAR BHUINA** being
Proprietor of **M/s Rittick Enterprise**
ACCEPT AS ATTORNEY THIS GENERAL
POWER OF ATTORNEY

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,

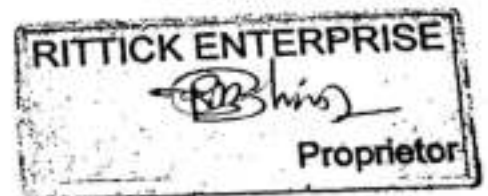
Office no.-GD, Ground floor,

Kolkata-700001

Phone: 09830105765, 03340619989

legalsolutionsandrelief@gmail.com

Enrolment No. WB/725/2009



SPECIMEN FORM FOR TEN FINGERPRINTS



Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger

Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger

Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger

Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger

PHOTO

PHOTO

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
u/s.5(1) of PMLA, 2002.

Ref : Requisition received from Sri Ravinder Dahiya, Assistant Director, KLZO - I, Enforcement
Directorate, GoI. 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, GoI
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.
message

Wed, Aug 23, 2023 at 5:44 P

nindya Sundar Pradhan <dcscr.igr-wb@nic.in>
x: ps igrscrwb <ps.igrscrwb@gmail.com>

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

From: "Tridip Misra" <rakolkata.igr-wb@nic.in>
To: "T. Balasubramanian" <igrscr-wb@nic.in>
Cc: "Anindya Sundar Pradhan" <dcscr.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: "igrscr igr-wb" <igrscr.igr-wb@nic.in>, "Tridip Misra" <rakolkata.igr-wb@nic.in>
Cc: "Kaustava Dey" <adsrdumdum.igr-wb@nic.in>, "adsrhowrah igr-wb" <adsrhowrah.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

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Azadi Ka
Amrit Mahotsav

G20
INDIA 2023

भूमि एक, कुटुम्ब एक, भविष्य एक
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. कॉम्प्लेक्स, न्यूलीयम एरा, 3^{री} मंज, फ्लोर, कलकत्ता,

डीएच. बल्लू, सल्टलेक, कोलकाता-700064

CGO Complex, 3rd MISO Building, 6th Floor, DF Block, Salt Lake, Kolkata, 700 064

दूरभाषण/टेल. नं.: 033-23219218/23219234

फैक्स/Fax : 2334-9943 / 23378346, E-mail : cl@klzo1-zd@nic.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. Daulat 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-I/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-I/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 IEI 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 being 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 started 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 IEL. 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 Choudary 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 Choudary 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 IEI 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 IEL. 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 IEL, 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 KRHSS.

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 IEI 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 there 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 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/-.	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 IEI.

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



Institute of Engineers (India)

Rs. 27,58,99,000

Rs. 7,50,00,000

M/s Kadamtala Rural Health
Service Society

Sattya Seba Sangha

Rs. 1,98,00,000

Rs. 24,90,000

ALL BK A/c no.
50529292569

Various proprietorship firms

Given to Daulat Hossain and
Asha Pravin

After rotation into other accounts, withdrawn in cash and distributed amongst
co-conspirators.



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 three 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 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 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 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.

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
नियंत्रण विभाग / Deputy Director
उप निदेशक / 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
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)
18/08/25
(Gaurav Bharill)

Deputy Director

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

Major Information of the Deed

Deed No :	I-1901-09677/2023	Date of Registration	22/11/2023
Query No / Year	1901-8002871713/2023	Office, where deed is registered	
Query Date	22/11/2023 4:14:29 PM	A.R.A. - I KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	Munmun Mazumder 7C, Kiran Shankar Roy Road, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9062610373, Status : Advocate		
Transaction	Additional Transaction		
[0138] Sale, Development Power of Attorney after Registered Development Agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2]		
Set Forth value	Market Value		
Rs. 2,00,000/-	Rs. 44,78,491/-		
Stamp duty Paid(SD)	Registration Fee Paid		
Rs. 500/- (Article:48(g))	Rs. 101/- (Article:E, E, M(a))		
Remarks	Development Power of Attorney after Registered Development Agreement of [Deed No/Year]:- 190109663/2023 Received Rs. 50/- (FIFTY only) from the applicant for issuing the assesment slip.(Urban area)		

Land Details :



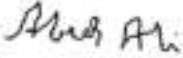
District: North 24-Parganas, P.S:- Baranagar, Municipality: BARANAGAR, Road: S.P. Banerjee Road, Mouza: Baranagar, Premises No: 48, . Ward No: 007 Pin Code : 700035

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-4109	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, . Project Name :
Grand Total :					5.5825Dec	1,50,000 /-	41,10,751 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth 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 /-	



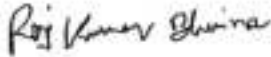
Principal Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr Abid Ali 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	 <small>22/11/2023</small>	 <small>LTI 22/11/2023</small>	 <small>22/11/2023</small>
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 Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 22/11/2023 , Admitted by: Self, Date of Admission: 22/11/2023 ,Place : Office				

Attorney 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	Name	Photo	Finger Print	Signature
	Mr Raj Kumar Bhuina (Presentant) 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	 <small>Nov 22 2023 5:38PM</small>	 <small>LTI 22/11/2023</small>	 <small>22/11/2023</small>
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 Not Provided by UIDAI Status : Representative, Representative of : Rittick Enterprise (as Sole Proprietor)				

Identifier Details :

Name	Photo	Finger Print	Signature
Munmun Mazumder Wife of Mr. Abhijit Mazumder 7C, K S Roy Road, City:- Not Specified, 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	Rittick Enterprise-5.5825 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Mr Abid Ali	Rittick 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 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		Owner Name not selected by applicant.

Endorsement For Deed Number : I - 190109677 / 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 (g) of Indian Stamp Act 1899.

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

Presented for registration at 17:33 hrs on 22-11-2023, at the Office of the A.R.A. - I KOLKATA by Mr Raj Kumar Bhunia ..

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 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 Munmun Mazumder, , Wife of Mr Abhjit Mazumder, 7C, K S Roy Road, P.O: GPO, Thana: Hare Street, , 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, Rittick Enterprise, 1A/H/2, Satchasi Para Road, City:- , P.O:- Cossipore, P.S:-Cossipur, District:-North 24-Parganas, West Bengal, India, PIN:- 700002

Identified by Munmun Mazumder, , Wife of Mr Abhjit Mazumder, 7C, K S Roy Road, P.O: GPO, Thana: Hare Street, , 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 101.00/- (E = Rs 21.00/- , I = Rs 55.00/- , M(a) = Rs 21.00/- , M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 101.00/-

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 70/- and Stamp Duty paid by Stamp Rs 500.00/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 183571, Amount: Rs.500.00/-, Date of Purchase: 22/11/2023, Vendor name: S MUKHERJEE



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 397353 to 397410
being No 190109677 for the year 2023.



Pradipta

Digitally signed by PRADIPTA KISHORE GUHA
Date: 2023.11.24 17:16:52 +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.