

GOVERNMENT OF WEST BENGAL
URBAN DEVELOPMENT DEPARTMENT
"NAGARAYAN",
DF - 8, SECTOR - I,
SALT LAKE, KOLKATA - 700 064

No. 155 -UD/O/M/SL(AL)/9L-49/82(Pt.)

Dated, the 15th January, 2016

From : The Special Secretary to the
Government of West Bengal.

To : M/s. P. K. Trading Company
148, Cotton Street, 4th Floor,
Kolkata - 700007.

NOTICE

Sub. : Allotment of Plot No. 36, Block-DN, Sector - V, Salt Lake, Kolkata - 70091 measuring 10.12365 Cottahs was allotted to M/s. P. K. Trading Company.

WHEREAS this Department allotted a Plot bearing No. 36 in Block - DN in Sector - V of Salt Lake measuring 10.12365 cottahs in favour of M/s. P. K. Trading Company, a partnership firm represented by Sri Ajit Kumar Mallick and Sri Sanat Kumar Mallick for the purpose of manufacturing of exercise books. The lease deed was executed on 8th January, 1992 and formal possession of the land was handed over on 27th May, 1992 vide possession certificate No. B - 189 dated 27th May, 1992;

AND WHEREAS Government of the Urban Development Department declared vide Order No. 285-UD/9L-49/82 dated 20.01.2000 that the lease deed executed on 08.01.1992 between the Governor of the State of West Bengal and M/s. P. K. Trading Company represented by Sri Ajit Kumar Mallick and Sri Sanat Kumar Mallick as invalid on receipt of an information regarding dissolution of the partnership firm from one of the partners, Sri Sanat Kumar Mallick. Further, the Government did not agree to the proposal of Sri Sanat Kumar Mallick to settle the plot with him afresh. The Government of the Urban Development Department directed the lessee firm to redeliver the possession of the said land;

AND WHEREAS the partners of the lessee firm had entered into an agreement with one Sri Dinesh Goyal and other Smt. Maya Goyal with 90% and 5% profit share respectively as added partners and the agreement was duly notarized on 15.05.2008 without prior permission of the Government. And thus the lessee has clearly violated Clause 2(8) of the indenture of Lease dated 08.01.1992;

AND WHEREAS in terms of reasoned order dated 24th August, 2009 passed by the Principal Secretary, Urban Development Department and in order to regularize the matter by post facto permission for change of lease hold rights in favour of new partnership firm after inducting two new partners with specific share mentioned in the agreement duly notarized on 15.05.2008 along with erstwhile two partners, attracted the fulfillment of terms and conditions under G. O. No. 1675-UD/O/M/SL(AL/NR)/8L-8/14 dated 06.05.2008;

AND WHEREAS the lessee was directed to deposit a penalty of @ Rs. 3,00,000/- only per cottah in addition to usual permission fees @ Rs. 3,00,000/- only per cottah i.e. totaling Rs. 6,00,000/- per cottah in terms of G. O. No. 1675-UD/O/M/SL(AL/NR)/8L-8/14 dated 06.05.2008;

AND WHEREAS in terms of the said reasoned order dated 24th August, 2009 passed by the Principal Secretary, Urban Development Department, the lessee was also allowed, in principle, to change the land use purpose from manufacturing exercise books to setting up IT/ITES on payment of requisite fees;

AND WHEREAS the lessee was requested to deposit the aforesaid fees vide letter No. 4197-UD/O/M/SL/(AL/NR)/9L-49/82(Pt.) & 4198(2)-UD/O/M/SL(AL/NR)/9L-49/82(pt.) both dated 17.12.2009;

AND WHEREAS the lessee, being aggrieved, moved the Hon'ble High Court at Calcutta and the Hon'ble Court passed the following order on 15.12.2010 :

“ within a fortnight from the date the petitioners pay Rs. 30 lakh transfer fee and Rs. 10 lakh change of user fee the respondents shall issue the requisite permission for changing user of the plot and starting business.

The Rs. 30 lakh penalty and other amount, if any, shall be paid by the petitioners in three equal monthly installments. First of such installments shall be paid within six months from the date of payment of Rs. 30 lakh transfer fee and the second and third installments shall be paid by the seventh of the following two months.

The petitioners' default on any installment shall entitle the respondents to stop the business activities. If payment is made in terms of this order, then till the disposal of the petition the petitioners will be entitled to carry on business using the plot.

Payment of transfer fee and penalty, if any, will be without prejudice to the rights and contentions of the parties. The question of maintainability of the petition will be examined at the time of final hearing.....”

AND WHEREAS in terms of this Department's order No. 755(2)-UD/O/M/SL(AL/NR)/9L-49/82(pt.) dated 28.02.2011, the aforesaid lessee has deposited the requisite transfer fee amounting to Rs. 30,00,000/- only for transfer of lease hold right of the said plot of land and Rs. 10,00,000/- only for change of purpose from manufacturing of exercise books to setting up IT/ITES; Subsequently the Treasury Officer, Bidhannagar Treasury has confirmed credit verification of the said deposit vide his memo No. 184/BDN/TRY dated 10.05.2011;

AND WHEREAS this Department issued a post facto permission order for change of purpose from manufacturing of exercise books to setting up IT/ITES in respect of the aforesaid plot vide this Department's letter No.1623(2)-UD/O/M/SL(AL/NR)/9L-49/82(pt.) dated 19.05.2011;

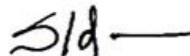
AND WHEREAS this Department issued a post facto approval for transfer of lease hold right in favour of new partnership of M/s. P. K. Trading Company represented by Sri Ajit Kumar Mallick, Sri Sanat Kumar Mallick, Sri Dinesh Goyal and Smt. Maya Goyal in respect of the plot No. DN – 36 in Sector – V of Salt Lake subject to condition that the new partnership of M/s. P. K. Trading Company will deposit the penalty amounting to Rs. 30 lakh as ordered by the Hon'ble High Court at Calcutta dated 15.12.2010 vide Department's letter No. 3051(2) -UD/O/M/SL(AL/NR)/9L-49/82(pt.) dated 15.09.2011;

AND WHEREAS M/s. P. K. Trading Company did not respond to this Department's letters No. 3081(2)-UD/O/M/SL(AL/NR)/9L-49/82(pt.) dated 25.07.2013 & 2904-UD/O/M/SL(AL/NR)/9L-49/82(pt.) dated 29.08.2014 respectively regarding deposit of the penalty amount of Rs. 30 lakh. Even the India Post has returned the letter No. 2904-UD/O/M/SL(AL/NR)/9L-49/82(pt.) dated 29.08.2014 mentioning the reason . The addressee have moved from their previous address. The new partnership of M/s. P. K. Trading Company represented by the aforesaid persons have not deposited a single installment of penalty amount yet;

AND WHEREAS it appears that M/s. P. K. Trading Company has violated the order of Hon'ble High Court at Calcutta dated 15.12.2010;

NOW, THEREFORE, the Governor of the State of West Bengal is pleased to request M/s. P. K. Trading Company to explain within 30 (thirty) days from the issue of this letter as to why the plot in question shall not be resumed for Non-Compliance of the Hon,ble High Court's order and Non-Cooperation with the Government in Urban Development .

By order of the Governor



Special Secretary to the
Government of West Bengal


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No. 155/1(6)- UD/O/M/SL(AL)/9L-49/82(Pt.)

Dated, the 15th January, 2016

Copy forwarded for information and necessary action to :-

1. The Special Engineer, Salt Lake Reclamation and Development Circle, Nirman Bhawan, Salt Lake, Kolkata – 700 091.
2. The Executive Engineer, Design, Salt Lake Reclamation and Development Circle, Nirman Bhawan, Salt Lake, Kolkata-700 091.
3. ✓ The senior P. S. of the Principal Secretary of this Department.
4. Sri Dinesh Kumar Goyal, Partner, M/s. P. K. Trading Company, 4th Floor, 148, Cotton Street, Kolkata – 700007.
5. Sri Ajit Kumar Mallick, Partner of M/s. P. K. Trading Company, CD – 159, Sector – I, Salt Lake, Kolkata – 700064.
6. Sri Sanat Kumar Mallick, Partner of M/s. P. K. Trading Company, BA – 69, Sector – I, Salt Lake, Kolkata – 700064.


Special Secretary to the
Government of West Bengal