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PART I—Orders and Notifications by the Governor of West Bengal, the High Court, Government Treasury, etc.

GOVERNMENT OF WEST BENGAL

Department of Land & Land Reforms & Refugee Relief & Rehabilitation

Land Policy Branch

325, Sarat Chatterjee Road

'NABANNA', Howrah

NOTIFICATION

No.3418-LP/IA-07/17- the 3rd day of October, 2018. – WHEREAS the draft amendments was published as required by sub-section (1) of section 60 of the West Bengal Land Reforms Act, 1955 (West Ben. Act X of 1956) (hereinafter referred to as the said Act), *vide* notification No. 2309-LP, dated the 28th June, 2018, in the *Kolkata Gazette, Extraordinary*, Part I, dated the 28th June, 2018, for inviting objections and suggestions from all persons likely to be affected thereby, within fifteen days from the date of its publication;

AND WHEREAS no objection and suggestion has yet been received till date;

NOW, THEREFORE, in exercise of the power conferred by section 60 of the said Act, the Governor is pleased hereby to make, with immediate effect, the following amendments in the West Bengal Land Reforms Rules, 1965, issued with this Department notification No. 15918-L, dated 15th September, 1966, published in the *Calcutta Gazette, Extraordinary*, Part I, dated 12th October, 1966, as subsequently amended (hereinafter referred to as the said rules), namely :-

Amendments

In the said rules, –

- (1) In sub-rule (1) of rule 6, for the words, "to hold such land or part thereof as lessee directly under the State Government", *substitute* the words, figure and letters "to hold such land or part thereof as lessee directly under the State Government, through a deed of lease to be made in the form as laid down in Form 8AA";
- (2) After form 8A *insert* the following form :-

"FORM 8AA

**Deed of lease for holding retained land by retainer or transferee
under sub-section (2) of section 4B**

[See rule 6]

THIS INDENTURE OF LEASE made under sub-section (2) of section 4B of the West Bengal Land Reforms Act, 1955, this day of 201.....BETWEEN THE GOVERNOR OF THE STATE OF WEST BENGAL hereinafter called the 'LESSOR'(which expression unless excluded by or repugnant to the context be deemed to include his successor-in-office and assigns) of the ONE PART.

AND

a)being a citizen of India, son ofresiding athereinafter called the 'LESSEE'(which terms unless excluded by or repugnant to the context be deemed to include his heirs, executors, administrators, representatives and assigns) of the OTHER PART.

[Applicable in case of an Individual]

AND

b)being a citizen of India, son of.....residing atand.....being a citizen of India, son of.....residing at..... and carrying on business in partnership under name and style ofat..... hereinafter called the 'LESSEE'(which term unless excluded by or repugnant to the context be deemed to include their respective heirs, executors, administrators, representatives and permitted assigns and/or the partners for the time being of the said firm of and their respective heirs, executors, administrators, successors and permitted assigns) of the OTHER PART.

[Applicable in case of partnership firm]

AND

c)a Company registered under the Companies Act, 2013 having its registered office at 'LESSEE' (which term unless excluded by or repugnant to the context be deemed to include its successors and assigns) of the OTHER PART. [CIN No. :]

[Applicable in case of a Company]

WHEREAS the LESSEE has applied before the State Government in the Land and Land reforms and Refugee relief and Rehabilitation Department to retain acres of land comprised in erstwhile mill/factory/ workshop under section 6(1)(g) and subject to section 6(3) of the West Bengal Estates Acquisition Act, 1953, for the purpose of(activities mentioned in section 14Y of the West Bengal Land Reforms Act, 1955 excluding tea garden) the land hereinafter mentioned and described in Part-I of the Schedule hereunder written and WHEREAS such application has received the approval of the State Government in Land and Land Reforms Department,

NOW, THIS INDENTURE WITNESSETH that in consideration of the payment to the LESSOR by the LESSEE of the sum of Rs. (Rupees) as salami on or before the execution of these presents and of the rent hereby reserved and fully mentioned in Part - II of the Schedule hereunder written and of the covenants and conditions contained in Part-II of the Schedule hereunder written on the part of the LESSEE all that piece and parcel of land more particularly delineated in the plan hereunto annexed and described in Part-I of the Schedule hereunder written TO HOLD the same unto the LESSEE for the period of 99 (ninety-nine) years from (from the date of sanction of lease by the State Government in the L & LR and RR & R Department) yielding and paying there for the rents at the time and in the manner specified in Part-II of the said Schedule hereunder written.

IN WITNESS WHEREOF the parties to these presents have hereunto set and subscribed their respective hands and seals the day, month and years first above written.

Signed, Sealed and delivered by :-

.....
(Name and Designation)

Signature (with Seal if any)

For and on behalf of the Governor of the
State of West Bengal in the presence of :-

1.

(Signature & Address of witness)

2.

(Signature & Address of witness)

Signed, sealed and Delivered by :-

.....
(Name and Designation)

Signature (with Seal if any)

For and on behalf of the lessee in the presence of :

1.

(Signature & Address of witness)

2.

(Signature & Address of witness)

Part-I

Particulars of the Plot of Land

- | | |
|--|---|
| 1. Plot No. | : |
| 2. Total area of the Plot | : |
| 3. Share & Area of the Plot leased out | : |
| 4. Name of the Mouza | : |
| 5. J.L. No. | : |

6. Name of Thana	:
7. Sub-Registration District	:
8. District	:
9. Butted and bounded by	:
In the North	:
In the East	:
In the South	:
In the West	:

Part-II

1. The LESSEE shall carry out the terms embodied in this lease and will continue to be bound thereby.
2. The LESSEE shall pay annual rent @ 0.3% of the current price of the land as determined by Inspector-General of Registration and Commissioner of Stamp Revenue, West Bengal as applies to each year of the leasehold plot of land in the office of the District Land and Land Reforms Officer, at within first 60 days of the year for which such rent is payable. In case of delay or default on the part of the LESSEE in payment of lease rent and other charges payable under these presents, the LESSEE shall be liable to pay without prejudice to the other rights of the LESSOR, interest @ 6 ¼% per annum on the amount of the rent in arrear till the day of payment.
3. All money payable by the LESSEE to the LESSOR under this deed shall, apart from other remedies, be realisable as a public demand under the Bengal Public Demands Recovery Act, 1913 or any statutory modification thereof for the time being in force.
4. The LESSEE shall utilize the plot of land for the purpose for which it is leased within 3 (three) years from the date of issue of order sanctioning such lease failing which the LESSOR reserves the right to resume the plot of land after giving the LESSEE an opportunity of being heard.
5. The LESSEE shall be liable to pay such rent from time to time that may at any time hereafter assessed, charged or imposed on the demised land in accordance with the provisions of the West Bengal Land Reforms Act, 1955 and the West Bengal Land Reforms Rules, 1965, for the time being in force.
6.
 - a) The LESSEE shall not change the mode of use of the land in any manner whatsoever. The lessee is entitled to utilize the land for the purpose for which it was leased out. The lessee is not entitled to change the purpose of use of the land within the ambit of purposes laid down in rules 6A and 6B of the WBLR Rules, 1965 without the written permission of the lessor on payment of such fee as prescribed in the said rules,
 - b) Should the LESSEE duly and faithfully observe and fulfil the terms, conditions and covenants of the part of the LESSEE herein contained, the LESSEE shall on the expiration of the aforesaid period of ninety-nine years be entitled to have a renewal of this lease for a further period of ninety-nine years upon the same terms and conditions and to such other terms and conditions as the State Government may from time to time consider it necessary to impose and include in such renewal lease or leases.
7.
 - a) The LESSEE shall not transfer or assign his leasehold interest on the demised land, whether in full or in part, without formal permission of Lessor :

Provided that no such permission shall be necessary for transfer or assignment of leasehold interest to the successor by inheritance:

Provided also that where transfer or assignment of leasehold interest of demised land, whether in full or part, is for the implementation of any project or work of similar nature (prescribed under rule 6(2) of the West Bengal

Land Reform rules, 1965) within the ambit of the foregoing covenants, terms or conditions of lease on demised land without obtaining such formal permission and has been effected such transfer or assignment of leasehold interest by the LESSEE and where on determination or termination of leasehold interest of the LESSEE by the LESSOR on the demised land for such transfer or assignment, the benefit of people in general in the implementation of such project or work of similar nature may be lost, such lease with transfer or assignment of leasehold interest of demised land other than any commercial activity with an aim to profiteering or for any personal homestead purpose, may, with due notice to the ASSIGNEE, be considered for regularization on payment of assignment charges to the State Government 10% of the current market price of the demised land and on payment of such *salami* as is applicable in terms of rules 6A and 6B of the West Bengal Land Reforms Rule, 1965 as amended up to date :

Provided further that such transfers of assignment or leasehold interest of demised land, whether in full or part, which have been effected by the respective LESSEE shall cover the unexpired period of the original lease and terminable by efflux of time i.e. on the expiry original period of lease.

- b) The transferee or assignee of successor by inheritance of the leasehold interest on the demised land shall duly get their names registered in the District Land and Land Reforms Officer within three calendar months after obtaining possession of the land and will possess and use the land and be bound by all terms, conditions and covenants herein contained.
 - c) The transferee or assignee, other than successor by inheritance, shall be required to enter into fresh lease after expiry of the unexpired period of this lease on such terms and conditions and on payment of such *salami* and annual rent, as the State Government may then fix in granting such fresh lease.
8. The LESSEE shall not in any way diminish the value or injure or make any permanent alternations in the said demised land without the previous written consent of the District Land and Land Reforms Officer and shall not sell or dispose of any earth, clay, gravel, sand or stone form the demised land as stated in Clause 17 of these presents nor excavate the same except so far as may be necessary for the execution of the works for which the land has been leased out. In the event of making any ditch or excavation, which causes injury to the property without the consent of the District Land and Land Reforms Officer, the District Land and Land Reforms Officer shall cause a notice reserved upon the LESSEE asking him to fill the ditch or excavation. Within one month from the date of receipt of such notice the LESSEE shall comply with the instruction and report compliance to the District Land and Land Reforms Officer.
 9. The LESSEE shall keep the land free from jungle and all sorts of nuisance. On his failure to do so, the District Land & Land Reforms Officer shall cause a notice to be served upon the LESSEE asking him to remove the same. Within one month from the date of receipt of the notice the LESSEE shall comply with the instruction and report compliance to the District Land and Land Reforms Officer.
 10. The LESSEE shall pay and discharge all existing and future rates, taxes and assessment, duties, imposition, outgoings and burdens whatever assessed, charged or imposed upon the demised premises or upon the LESSEE or occupier thereof.
 11. The LESSEE shall preserve intact the boundaries of the holding and keep them well demarcated according to the requisition of the District Land and Land Reforms Officer. For the purpose of identification of boundary, boundary marks should be fixed as per specification to be prescribed by the District Land and Land Reforms Officer. It will be the duty of the LESSEE to maintain all the boundary, marks in good condition. should any boundary mark be missing the LESSEE shall report the fact to the District Land and Land Reforms Officer. On receipt of the report the District Land and Land Reforms Officer shall arrange relocation of the position of missing marks; marks shall be restored by the LESSEE immediately after relocation of the position at his own expenses.
 12. The LESSEE shall not be entitled to convert the demised land or any part thereof into a place of religious worship without the previous consent of the LESSOR obtained in writing or use or allow the demised premises or any part thereof to be used as place for cremation or burial.

13. The LESSEE shall not use or permit any other persons to use the demised land or any part thereof for a purpose other than that for which it is leased or in a manner which renders it unfit for use for the purpose of the lease.
14. The LESSEE shall not sublet part or whole of the demised land in any manner whatsoever.
15. The LESSEE shall not use nor permit any other person to use the demised land or any share or portion thereof for any immoral, illegal or unsocial purpose in any manner so as to become a source of grave danger to the public peace or public safety.
16. If the demised land or any part thereof shall, at any time, be required by Government for a public purpose the LESSEE shall give up the same on demand without any claim to compensation in respect of the said demised land. If the land is required permanently the lease shall forthwith be determined and the LESSEE shall be entitled to such fair and reasonable compensation for building and improvements effected by him as shall be decided by the District Land and Land Reforms Officer. If a part of the land is required, whether permanently or temporarily, or if the whole land is required temporarily the lease shall not be determined, but in the former case the LESSEE shall be entitled to proportionate reduction of rent and in the latter case to a total remission of rent, and to such compensation in either cases as shall be decided by the District Land and Land Reforms Officer which shall be final.
17. The LESSOR reserves to himself the right to all minerals on the lands together with such rights of way and other reasonable facilities as may be requisite for working, gathering and carrying away such minerals.
18. The LESSEE shall have to obtain necessary clearance from the appropriate authority such as West Bengal Pollution Control Board, Development Authority, Municipal Corporation, Municipality, Gram Panchayat etc. as may be required before executions of the work on the demised land for which it is leased and for failure to do so the lease shall forthwith be determined.
19. The LESSEE shall permit the LESSOR and his agents on 24 hours' notice at all reasonable time during the erection of the buildings and subsequent thereto to enter upon the demised premises to view the condition of the buildings for the time being erected or in course of erection thereon and for all other reasonable purposes.
20. All fossils, coins, articles of ancient value or antiques and/or remains of geological and/or archaeological value or interest if found and/or retrieved from any part of the demised land the same shall be the absolute property of the LESSOR and the LESSEE shall ensure protection of the same until removal and/or retrieval by the LESSOR forthwith from detection.
21. If the lessee fails to utilize the part or full of the land for the purpose for which it is leased out, the State Government may resume part or full of the land found surplus to the requirement for the purpose for which it is leased out by giving the lessee an opportunity of being heard in terms of section 6(3) of the West Bengal Estates Acquisition Act, 1953 (West Ben. Act I of 1954).
22. Where the lessee enjoying the benefit under the Explanation II of rule 6B of the WBLR Rules, 1956, the new unit in the other location shall not be transferred or shall have to run for at least 10 years failing which the applicable balance *salami* in respect of the present lease shall be realized under the Bengal Public Demands Recovery Act, 1913.
23. On breach or non-observance of any of the foregoing covenants, terms or conditions rendering the demised land unfit for use for the purpose for which it is leased, the lease shall be determined/terminated by the LESSOR on giving the LESSEE an opportunity of being heard and the LESSEE shall forthwith make over quite and peaceful possession of the lands and hereditaments to the District Land and Land Reforms Officer on behalf of the LESSOR.
24. Where the transfer of assignment of leasehold interest of demised land, whether in full or part, effected by the LESSEE without obtaining such formal permission of the LESSOR, for the implementation of any project or work for different purpose, not within the ambit of the foregoing covenants, terms or condition of lease, but solely with the purpose of profiteering, shall be termed as "Major Violation" and such lease shall be determined/terminated by the LESSEE shall forthwith make over quit and peaceful possession of the lands and hereditaments to the Collector on behalf of the LESSOR".

AND THIS INDENTURE FURTHER WITNESSETH

- i) THAT notwithstanding anything contained in this lease deed and subject to prior permission in writing of the LESSOR, the LESSEE may create a charge on the leasehold interest in the demised land (but not the demised land itself) in favour of Financial Institutions or recognised Mutual Funds or Banks or Trustees for securing financial assistance which may be advanced to the LESSEE by the said Financial Institutions or recognised Mutual Funds or Banks or Trustees.
- ii) That the LESSOR will not during the subsistence of the mortgage in favour of Financial Institutions or recognised Mutual Funds or Banks or Trustees, forfeit or terminate the lease or exercise the power of entry thereunder without giving 30(thirty) days notice in writing. In case of any breach or default committed by the LESSEE of the terms, conditions and covenants of this LEASE, communications of the said breach or default will be made to the LESSEE and copies of the same shall be endorsed to all Financial Institutions or recognised Mutual Funds or Banks or Trustees and reasonable opportunity may be given to the LESSEE or Financial Institutions or recognised Mutual Funds or Banks or Trustees to rectify and remedy such breach or default. In the event of the Financial Institutions or recognised Mutual Funds or Banks or Trustees enforcing their right as the Mortgagee the LESSOR will recognize the transferee or assignee subject to the same terms and conditions contained in this Indenture of Lease and if only the transferee or assignee shall agree to pay enhanced land premium/*salami* and annual rental dues against original LESSEE and other charges if due, at the prevailing time and finalise and execute amendment to this INDENTURE OF LEASE to that extent.
- iii) That the LESSOR, unless there is anything repugnant to its interest in the land, will not terminate the lease upon winding up/bankruptcy/insolvency of the LESSEE company without reference to the Financial Institutions or recognized Mutual Funds or Banks or Trustees so long as the Mortgage in favour of the Financial Institutions or recognized Mutual Funds or Banks or Trustees are subsisting.
- iv) That Financial Institutions or recognized Mutual Funds or Banks or Trustees will be entitled to receive and appropriate the realization for the payment of their respective mortgage debts inclusive of principal, interest, incidental costs, expenses and all other moneys payable under the respective Mortgage securities in full and to appoint Receiver or Manager to take any other steps as provided in law subject to the rights and claims of the LESSOR and subject to the conditions that Financial Institutions or recognized Mutual Funds or Trustees shall obtain prior permission in writing of LESSOR in the event of initiation of such proceeding".

By order of the Governor,

MANOJ PANT

*Land Reforms Commissioner &
Principal Secretary to the Govt. of West Bengal*