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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

Land and Land Reforms Department

Land Policy Branch

NABANNA

325, Sarat Chatterjee Road, P.O.-Shibpur, Howrah-711 102.

NOTIFICATION

No. 757-LP/1A-4/2012 dated, 25.02.2016.— The Governor is pleased hereby to make, with immediate effect, the following amendments in the West Bengal Land and Land Reforms Manual, 1991, as subsequently amended (hereinafter referred to as the said Manual):—

Amendments

In Chapter XVII of the said Manual,—

(1) for rule 266, *substitute* the following rule:—

"266. Handing over to *Panchayat* Institutions. — (1) Land and interests belonging to or at the disposal of the State Government includes the following:—

- (a) Tank, Tank-Fishery, Fishery, Riverine-Fishery, Flowing River, Hat Bazar, Ferries, Tolls and other Sarrail interests;
- (b) Mango, Lichi and other falkars, if any;
- (c) Falkars, non-irrigation canals, Dead rivers and water enclosures;

(2) The management of ferries, fisheries each with water area up to 5 acres, tanks each with water area up to 5 acres and other interests have been transferred to *Panchayats* with the following exceptions:—

- (i) Rivers;
- (ii) Big water area (above 5 acres);
- (iii) Riverine fisheries;

(iv) Part vested water areas;

(v) Ferries declared as public ferries under the Bengal Ferries Act, 1885, as subsequently amended and

(vi) Where the *Panchayat* cannot conveniently take over management of the same.

(3) The other items as mentioned in (b) and (c) of sub-rule (1), shall be exclusively under the management of the Collector with exception that some of them described therein might have been transferred to some Government Departments or Semi- Government Organization.";

(2) for rule 266A, *substitute* the following rule:—

"266A. In keeping with the declared policy of the State Government to generate maximum self-employment through optimum use of resources at its disposal, it is decided that all kinds of assets excepting water area, viz. fisheries, tank-fisheries, tanks etc. as stated in the preceding rule, shall be settled through auction, with local Self-Help Help Groups, cooperative societies or partnership firms of the local educated unemployed persons. All the local SHGs, cooperative societies or partnership firms having at least two-third of the total members belonging to the eligible families would be allowed to participate in the auction. If, the number of participants in the first notice for auction falls short of three, or the highest offers received fall short of the accepted amount of reserve price, a second notice for auction will be issued wherein individual entrepreneurs shall also be allowed to participate.

Explanation — A person shall be considered eligible for the purpose of this/ these rule(s) if his or her family is included in the eligible list so published by the State Government in the *Panchayat* and Rural Development Department based on the Socio- Economic Survey.";

(3) *omit* rule 266B;

(4) for rule 266C, *substitute* the following rule:—

"266C. The tanks and other interests transferred to the *Panchayats* shall be leased out to the functional Fishermen's Co-operative Societies or Fish Production Groups or Self- Help Groups or individuals or entrepreneurs or Government Undertakings of Fisheries Department by a tender committee constituted as per guidelines of the *Panchayat* and Rural Development Department in the manner as laid down in rule 272 and rule 275.";

(5) *omit* rule 267;

(6) for rule 268, *substitute* the following rule:—

"268. Mode of settlement of Riverine and Canal Fisheries.- (1) No lease for Riverine and Canal fishery shall be given in the flowing or tidal river by the L.&L.R. Department without prior concurrence of the Irrigation & Waterways Department. However, those which have already been settled for commercial fishery may be continued for subsequent settlement *subject* to the condition that fishing activity in no way causes obstruction to the flow of water or navigation or drainage in the water way and maintaining provisions of the West Bengal Inland Fisheries Act, 1984 and the West Bengal Inland Fisheries Rules 1985, as amended from time to time.

(2) The assessment of economic lease rent and *mode of settlement* shall however be guided by the rule 272.";

(7) *omit* rule 269.;

(8) for rule 270, *substitute* the following rule:—

"270. Mode of settlement of Dead Adjunct or Dead Canal.- The dead river or the dead canal shall be leased out to the functional Fishermen's Co-operative Societies or Fish Production Groups or Self-Help Groups or individuals or entrepreneurs or Government Undertakings of Fisheries Department in the manner as laid down in rule 272 and 275. No lease for any 'adjunct' shall be granted if it causes or is likely to cause disturbance to the flow of the river. Lease for such 'adjunct' may be granted after obtaining clearance from the Collector of the concerned district.

Explanation— For the purpose of this rule, the word 'adjunct' shall mean the part of water associated with a river fishery in such manner so as to be in continuous connection with the river throughout the year. When such connection with the river ceases, the water cease to be adjunct and becomes a dead river or dead canal.”

(9) for rule 271, substitute the following rule:—

“271. Form of lease.— Jalkar or fishery leases shall be in Form 5 given in Appendix IV, Form 6 in Appendix IV shall be used in respect of khasmahal tanks, closed khals and closed channels. In case of settlement of a part-vested (less than 50%) water area with a private co-sharer, the Form 7 in Appendix IV shall be used. The B.L.&L.R.O. of the respective Block will hand over possession of the water body which is being leased out with clear demarcation.”

(10) for rule 272, substitute the following rule:—

“272. Mode of settlement of Fisheries.— (1) A Committee consisting of the Collector of the District, the District Land and Land Reforms Officer, the Deputy Registrar of Cooperative Society or Assistant Registrar of Cooperative Societies of the concerned zone or Region, the Assistant Director of Fisheries of the concerned district and the Sub-Divisional Officer of the concerned Sub-division with the Collector as Chairperson and the District Land and Land Reforms Officer as convener, shall deal with settlement of fisheries. The Assistant Director of Fisheries, on behalf of the Committee, shall examine and assess the economic lease rent with supporting calculation sheet (which will be treated as the reserve price for putting in the tender) of each Government fishery within the district, as per norms as may be fixed by the Fisheries Department of the State Government from time to time in this regard.

(2) This Committee shall consist of a representative of the department or body if it is owned or managed by any other department or body other than Land and Land Reforms Department. However, tanks/water bodies owned by or handed over to *Panchayats* shall not come within the purview of this Committee and, lease of such tanks/water bodies shall continue to be guided by rule 266C and the manner prescribed by the *Panchayat* and Rural Development Department.

(3) The District Land and Land Reforms Officer and the Competent Authority of all Government Department and Undertakings of Fisheries Department of the District, shall, before the commencement of the year for the purpose of settlement, provide to the Assistant Director of Fisheries of the concerned district, a list of all kinds of fisheries, in his district, along with the date of expiry of the existing terms of lease in each case, so that, he can assess economic lease rent for each water body, identify the functional Fishermen's Co-operative Societies or Fish Production Groups or SHG in the area / district and publish the same for information to all concerned.

(4) Selection of beneficiary shall be made by the Committee as constituted under sub-rule (1). Sealed tenders shall be invited by the said Committee for settlement of the Government Fishery from the functional Fishermen's Co-operative Societies and Fish Production Groups and Self-Help Groups as identified for the district. The highest tender shall be accepted if it is not less than the reserve price determined as per norms as may be fixed by the Fisheries Department.

(5) If the highest tender falls short of the reserve price or number of valid participant is less than three, fresh tender shall be invited, in which case the individuals/entrepreneurs/Undertakings of Fisheries Department may also participate. Irrespective of number of participants, if the second tender also falls short of the reserve price, settlement shall be made by auction among the participating tenderers on the spot, and settlement of the water body shall be made to concerned participant who offered the highest bid, subject to the condition that the bid is not less than 75 per centum of the reserve price.

(6) But if the highest offer in the spot bidding done under sub-rule (5) remains below 75% of the reserve price as determined in respect of a specific water body, the matter shall be referred to the respective department. The department after considering the facts and circumstances may allow the quoted / offered price after second tender, even if it is below 75% of the reserve price, in consultation with the Finance Department and after Cabinet approval.

(7) 25 per centum of the rent for the first year's settlement shall be deposited at the time of settlement and the balance shall be deposited within a period of three months from the date of settlement of a fishery. Rents for the successive years, to be enhanced by 5% every year, shall be deposited in full before the beginning of the respective year. Failure to comply with any of the provisions of this sub-rule shall make the lease liable to be cancelled. Lease rent for all vested water bodies, other than those transferred to *Panchayats*, shall always be deposited in the revenue head of account of the Land and Land Reforms Department through the respective offices of the Land and Land Reforms Department in the district.

(8) The beneficiary with which lease is concluded shall make every effort to utilize the water area optimally in the manner as to be advised or recommended by the Fisheries Department through the Assistant Director of Fisheries of the respective district. For this purpose, the Assistant Director of Fisheries of the district shall provide to the lessee some guidelines for best management practices towards achieving targeted production at the time of lease settlement. Failure to achieve minimum per hectare production as per norms to be fixed by the Fisheries Department of the State Government for two consecutive years, as will be verified / examined by Assistant Director of Fisheries of the District, shall make the lease liable to be cancelled. The beneficiary with which lease is settled shall submit the production return to the Assistant Director of Fisheries of the district and the authority(s) so authorized by the Government Departments and Undertakings of the Fisheries Department owning the respective water bodies in the district, at least 30 days prior to the beginning of the next year.

(9) If during the lease period, it is reported or observed or found by the Assistant Director of Fisheries or by the District Land and Land Reforms Officer or the authority(s) so authorized by other Government Departments owning the Government water body(s) of the concerned district that the culture right of the water body has been transferred to any individual or other, directly or indirectly and the Primary Fishermen's Co-operative Society or Fish Production Group or Self-Help Group members have become passive and on inquiry by the Assistant Director of Fisheries of the District the same is found to be true, the lease shall be liable to be cancelled.

(10) In a case where water of the Government Fishery is also used for other activities by other Government Departments, viz. Agriculture or River Lift Irrigation etc. minimum threshold depth of average 5 ft water in the summer months for the better survival of the fish has to be kept. A Monitoring Committee, consisting of the Collector of District as the Chairman, the District Land and Land Reforms Officer or the authority(s) so authorized by the concerned Government Department or Undertakings of Fisheries Department, owning the Government fishery and the concerned authority of the Water Lifting Authority viz. Agriculture or River Lift Irrigation of the respective District, as the case may be, and the Assistant Director of Fisheries shall monitor to this effect. In case of violation, if any, this Committee shall take appropriate action.

Explanation. For the purpose of this rule,—

- (a) The Primary Fishermen's Co-operative Societies, Fish Production Groups or Self-Help Groups shall mean having only active fishermen / women members, who are registered under the competent authority of the Government and take part in the fishery activities of the Society / Group regularly for their livelihood and duly certified to that effect by the respective Fisheries Extension Officer of the local Block and countersigned by the concerned Block Development Officer and in the case of Municipal/Notified/ Corporation area, the concerned Fisheries Extension Officer of the adjoining Block (or as decided by the Assistant Director of the Fisheries of the District under which it falls subject to issue of notification to this effect) or Assistant Director of Fisheries and countersigned by the Executive Officer / Commissioner of the Municipality/Notified area/Municipal Corporation, as the case may be;
- (b) the Self-Help Groups shall mean such Self-Help Groups which have passed Grade-I evaluation test conducted by the *Panchayat* and Rural Development Department, Government of West Bengal and the Bank, having only active fishermen / women members, who take part in the fishery activities of the society group regularly for their livelihood, that too duly certified to the effect by the respective Fisheries Extension Officer and countersigned by the Block Development Officer of the concerned Block and in case of Municipal/Notified/Corporation area, it would be Fisheries Extension Officer of the adjoining Block (or as decided by the Assistant Director of the Fisheries of the District under which it falls subject to issue of notification to this effect) or Assistant Director of Fisheries and countersigned by the Executive Officer / Commissioner of the Municipality/Notified area/Municipal Corporation, as the case may be;

- (c) the Fishermen's Co-operative Society shall mean Primary Fishermen's Cooperative Societies or Central Fishermen's Co-operative Societies or State Level Apex body of Fishermen's Co-operative Societies (BENFISH);
- (d) the Functional Fishermen's Co-operative Society/FPG/SHG shall mean, having satisfactory management of the society/group following statutory provisions and rules of the registering authority for the last three years in terms of fruitful utilization of the water body for optimal fish production and providing livelihood to the members, in the opinion of the Assistant Director of Fisheries of the concerned district, apart from fulfilling other statutory criteria as per the Act/Rules;
- (e) Individuals or entrepreneurs shall mean any person or any organization having proper credentials in this regard, duly accepted by the Committee constituted under sub-rule (1) of rule 272;
- (f) Government undertakings shall mean subsidiary organization under the administrative control of the Fisheries Department, Government of West Bengal, viz. State Fisheries Development Corporation Ltd (SFDC); West Bengal Fisheries Corporation Ltd (WBFC) etc.";
- (11) for rule 273, *substitute* the following rule:—

"273. Part-vested tanks. — In case of part-vested (less than 50%) tanks, settlement for thirty years may be made with a private co-sharer on payment of salami and rent in the same manner as in the case of long-term settlement of non-agricultural land. Form 7 in Appendix IV shall be used for such lease. Form 6 in Appendix IV shall be used in respect of khasmahal tanks, closed khals and closed channels:

Provided that if more than 50% of water area of a private tank is vested, such tank shall not be settled with the private co-sharer. The private co-sharer(s) shall form a Fish Production Group with the suitable number of local fishermen and if local fishermen are not available, shall form a fish production group with local unemployed persons selected from the families of eligible category and take settlement which shall not be given for more than 3 years. The annual rent payable shall be fixed in the manner as laid down in sub-rule (1) of rule 272 which shall be equal to the economic lease rent as fixed under the said sub-rule (1):

Provided further that if the owner of non-vested portion of a part vested tank fails or declines to form a co-operative society or a fish production group, he will be required to demarcate his non-vested area by earthen boundary. If he fails or declines to do so, damage compensation at the rate of ten percent of the market value of the vested portion which is necessarily under his occupation shall be realized in terms of sub-clause (ii) of clause (b) of sub-section (6) of section 10 of the West Bengal Estates Acquisition Act, 1953.";

(12) *omit* rule 274;

(13) for rule 275, *substitute* the following rule:—

"275. Mode of settlement. — The period of settlement except in the case of settlement of part-vested water areas to a private co-sharer, shall be for a period not exceeding (a) 5 (five) years, for water bodies covering an area up to 20 acres; (b) 7 (seven) years, for water bodies covering an area above 20 acres.";

(14) for rule 275A, *substitute* the following rule:—

"275A. Fish based industry or estate or zone. — For long term lease for the purpose of setting up of fish based industry / estate / zone, the matter may be sent to the Land and Land Reforms Department with specific recommendation of the Fisheries Department for consideration and approval.";

(15) for rule 276, *substitute* the following rule:—

"276. Prohibition of transfer of lease except by way of certain kind of mortgage - The beneficiary (lessee with which lease is settled shall not be entitled to transfer his rights except by simple mortgage or a mortgage by deposit of lease deed in favour of a scheduled Bank or a Co-operative Society or a Corporation owned by the Central or State Government or both for the purpose of obtaining loan for the development of the Government fishery or water area or for improvement of the Government fishery or water area.";

(16) rule 278, substitute the following rule:—

"278. Financial power to confirm settlement.- The District Land and Land Reforms Officers are empowered to confirm settlement of fishery or water body at a rent not exceeding Rs.50,000/- and the Divisional Commissioner at a rent not exceeding Rs. 1,00,000/-. The proposal for approval of the settlement of fishery or water body at a rent exceeding Rs.1,00, 000/- shall be sent to the Land and Land Reforms Department along with a copy of calculation sheet and other relevant documents. Similarly, the proposal for long term settlement of part vested water areas should, however, be sent to the Land and Land Reforms Department of the State Government for approval. For Government fishery owned by other department, such delegation of financial power shall be made by the respective department.";

(17) in Appendix IV.:-

(a) for Form 5, substitute the following form:—

"5

Standard Form of lease for settlement of Jalkars in tidal / flowing Rivers / flowing Canals
[See rule 271]

THIS INDENTURE, made this day of
Two thousand and between THE GOVERNOR OF THE STATE OF WEST BENGAL, hereinafter called the Lessor which expression where the context so admits or implies shall be deemed to include his successors in office and assigns of the One Part and Secretary/Chairman of FCS/CFCS of (full address), bearing Regn. No. or FPG /SHG of (full address) or MD WBFC/ SFDC/Benfsh (address) or Sri....., son of of village in thana in the district of hereinafter called the Lessee which expression shall where the context so admits or implies be deemed to include his executors, administrators and assigns of the Other Part.

WHEREAS THE LESSOR is the proprietor of the Jalkar estate (detail of water area) bearing Touzi No. of the Collectorate described more in detail in Schedule A:

AND WHEREAS THE LESSEE approached the Collector / District Land and Land Reforms Officer of with a proposal for settlement of the said Jalkar described in Schedule A hereto annexed;

AND WHEREAS the District Land and Land Reforms Officer of has agreed to the settlement of the said Jalkar with the said Lessee;

2. NOW THIS INDENTURE WITNESSETH that in consideration of the Lessee agreeing to observe and perform the terms and conditions of the covenants hereinafter contained and in consideration of the payment of salami stated in Schedule C and of the rent hereinafter reserved the Lessor hereby demises unto the Lessee all that portion of the said Jalkar described in Schedule A for a term of years from to paying therefor yearly rental (ELR) of Rs. to be paid to the District Land and Land Reforms Officer in instalments set forth in Schedule B hereto annexed.

THE LESSEE hereby covenants with the Lessor as follows:

- (1) That the Lessee shall preserve the limits of the Jalkar hereby leased and protect the interests of the Lessor therein and shall not suffer any person to dispossess him or the Lessor therefrom or from any part thereof.
- (2) Should the Jalkar silt up on the river changing its course in any manner adverse to the Lessee's rights and interest as aforesaid, the Lessee on his application shall be exempted either wholly or partly from the payment of further rent and profits for such time as the obstruction shall continue and in case of dispute the parties shall abide by the decision of the Land & Land Reforms Department.

- (3) All arrears of rent shall carry interest at the rate of 18 per cent per annum and shall be realizable by the procedure under the law for the time being in force for the recovery of public demand.
- (4) That the Lessee shall not catch or take or allow any person or persons to catch or take fish from any part of the said Jalkar during the closing season, viz., from to (to be fixed for each district by Collector).
- (5) That the Lessee shall not employ or allow to be employed any means or methods of fishing which are or may be considered as objectionable by the Collector / District Land & Land Reforms Officer.
- (6) That the Lessee shall not obstruct the free passage of boats or do any act detrimental to the interest of trade and commerce, or public health or pollute the water of the river or commit any act in connection therewith which shall, in the opinion of the Collector, amount to a nuisance.
- (7) That the Lessee will give all facilities for inspection or survey of the Jalkar leased which may be ordered to be made by the District Land & Land Reforms Officer of
- (8) That the Lessee shall have no right to ferries on the river nor shall he have any rights whatsoever to the subsoil of the Jalkar or any minerals therein.
- (9) That in the event of failure on the part of the Lessee to pay rent or any instalment of salami for days after due date or of any breach by the Lessee of any of the covenants hereinbefore contained then and in any such case this Lease shall, at the option of the Lessor, and notwithstanding the waiver of any previous breach, cease and determine.
- (10) The beneficiary (lessee) with which lease is concluded shall not be entitled to transfer his rights except by simple mortgage or a mortgage by deposit of lease deed in favour of a scheduled Bank or a Co-operative Society or a Corporation owned by the Central or State Govt. or both for the purpose of obtaining loan, for the development of the Govt. fishery / water area or for improvement of the Govt. fishery / water area, which (water bodies) in no way could be attached and / or held by the bank or financial institution towards guarantee of loan, if the Lesser fails to repay the loan during or after the lease period is over or lease is terminated as the case may be.

3. And the Lessor covenants with the Lessee:

That the Lessee paying the rent hereby reserved and observing and performing the covenants and conditions herein contained and on his part to be observed and performed shall and may peaceably and quietly possess and enjoy the said Jalkar hereby demised during the said term without any interruption by the Lessor or any person claiming from or under him.

IN WITNESS WHEREOF the parties hereto have affixed their hands and seals the day, month and year above written.

Signed by District Land & Land Reforms Officer of the District for the Governor of the State of West Bengal.

In the presence of—

Witness (1)

Witness (2)

(Signature and seal of the District Land & Land Reforms Officer)

Signed by the Lessee

In the presence of—

Witness (1)

Witness (2)

(Signature of the Lessee)

Schedules referred to
Schedule A

A portion of the river/canal locally known as of
appertaining to the Government Jalkar estate bearing Touzi No. of
..... Collectorate flowing through the mouzas in pol
station in the district of bounded as follows on

North —

South —

East —

West —

Schedule B
Schedule of Kists

	Rent		Cess (if any)	
	Rs.	P.	Rs.	P.
May
December
February
		Total

Schedule C

Schedule of payment of salami (if any):

(b) For Form 6, substitute the following form:—

“6

Standard form of lease for settlement of Fishery in Khasmahal tanks
and closed Khals or closed Channels

[See rule 271]

THIS INDENTURE made this day of
two thousand and between the GOVERNOR OF THE STATE
WEST BENGAL, hereinafter called LESSOR which expression where the context so admits or implies shall be deemed
to include his successors in office and assigns of the One Part and Secretary/Chairman of
FCS/CFCS of (full address
bearing Regn. No. or FPG /SHIG of
address) or MD WBFC/SFDC/Benfish (address
or Sri son of
village in thana in the district
..... hereinafter called the LESSEE which expression where the context so admits or implies
shall be deemed to include his heirs, executors, administrators and assigns of the Other Part.

WILREAS THE LESSOR is seized and possessed of the Fishery bearing number c
Office of the District Land & Land Reforms Officer particularly described in the Schedule hereunder written;

AND WHEREAS THE LESSEE approached the Collector / District Land & Land Reforms Officer for obtain
lease of the said Fishery particularly described in the Schedule.

NOW THIS INDENTURE WITNESSETH that in consideration of salami of Rs. and
rent hereinafter reserved and conditions and covenants on the part of the LESSEE to be observed and performed
LESSOR hereby demises unto the LESSEE all that Fishery particularly described in the Schedule hereunder written

HAVE AND TO HOLD the said Fishery hereby demised or expressed so to be to the LESSOR for a term of years from to yielding and paying therefor during the said term the rent of Rs. per annum.

2. THE LESSEE hereby covenants with the LESSOR as follows:

- (1) 25 per centum of the rent for the first year's settlement shall be deposited by the LESSEE at the time of settlement and the balance shall be deposited within a period of next six months within the financial year. Rents for the successive years, shall be deposited in full before the beginning of the respective year. Failure to comply with any of the provisions of this sub-rule shall make the lease liable to be cancelled. Lease rent for all Govt. water bodies shall always be deposited in the revenue head of account of the L. & LR Department through the respective office of the L. & LR Department in the district.
- (2) All arrears of rent shall carry interest at the rate of 18 per cent per annum and shall be realizable by the procedure under the law for the time being in force for the recovery of public demand.
- (3) That the LESSEE shall not catch or take or allow any person or persons to catch or take fish from any part of the said during the closing season, viz. from to to be fixed by the Collector/District Land and Land Reforms Officer in terms of the notification of the Fisheries Department in this regard from time to time.
- (4) That the LESSEE shall not, or allow anyone to catch or kill fish or fish seed of carps or local indigenous fish species, as are banned under the Acts and Rules of the Govt.
- (5) That the LESSEE shall not employ or allow to be employed any means or methods of fishing which are or may be considered as objectionable by the Collector/District Land and Land Reforms Officer.
- (6) That the LESSEE shall not, or allow anyone to do any act in detriment to the interest of public health or pollute the water of the fishery or commit any act in (water body/river/canal).
- (7) That the LESSEE shall preserve the limits of the property hereby leased and protect the interest of the LESSOR therein and shall not suffer any person to dispossess him or the LESSOR therefrom or from any part thereof.
- (8) That the LESSEE will give all facilities for inspection or survey of the property leased which may be ordered to be made by the Collector/District Land and Land Reforms Officer.
- (9) That the LESSEE shall have no right to ferries on the Fishery nor shall he have any rights whatsoever to the subsoil of the property or any minerals therein, his rights shall only be limited to fish /aqua farming / catching in the said water body.
- (10) The beneficiary (lessee) with which lease is concluded shall not be entitled to transfer his rights except by simple mortgage or a mortgage by deposit of lease deed in favour of a scheduled Bank or a Co-operative Society or a Corporation owned by the Central or State Govt. or both for the purpose of obtaining loan, for the development of the Govt. fishery / water area or for improvement of the Govt. fishery / water area, which (water bodies) in no way could be attached and / or held by the bank or financial institution towards guarantee of loan, if the Lesser fails to repay the loan during or after the lease period is over or lease is terminated as the case may be .
- (11) The beneficiary with which lease is concluded shall make every effort to utilize the water area optimally in the manner as to be advised / recommended by the Fisheries Deptt through the Assistant Director of Fisheries of the respective district. Towards this Assistant Director of Fisheries of the district shall provide to the Lessee a guideline, (based on his calculation towards estimation of economic lease rent) for best management practices towards achieving targeted /estimated production of fish at the time of lease settlement. Failure to achieve minimum per hectare production as per norms to be fixed by the Fisheries Department of the State Government for two consecutive years shall make the lease liable to be cancelled. The beneficiary with which lease is concluded shall submit the production return to the Assistant Director of Fisheries of the district and Competent Authority of all Govt. Department and Undertakings of Fisheries Department, owning the water bodies at least 30 days prior to the beginning of the next year.

(12) That in the event of any breach by the LESSEE of any of the covenants hereinbefore contained then and in any such case this lease shall at the option of the LESSOR and notwithstanding the waiver of any previous breach, cease and determine.

3. And the LESSOR covenants with the LESSEE:

That the LESSEE paying the salami hereinbefore mentioned and the rent hereby reserved and observing and performing the covenants and conditions herein contained and on his part to be observed and performed shall and may peaceably and quietly possess and enjoy the said Fishery hereby demised during the said term without any interruption by the LESSOR or any person claiming from or under him and that he shall have option to surrender the lease at the end of any year, provided he gives one month's notice and pays up all dues up to and including the said year.

IN WITNESS WHEREOF the parties hereto have affixed their hands and seals the day, month and year above written.

Signed by District Land & Land Reforms Officer of the District for the Governor of the State of West Bengal.

In the presence of—

Witness (1)

Witness (2)

(Signature and seal of the Collector)

Signed by the Lessee

In the presence of—

Witness (1)

Witness (2)

(Signature of the Lessee)

Schedule referred to";

(c) For Form 7, substitute the following form:—

"7

Standard form of lease for settlement of part-vested tank with the owner of the other portion (retained portion)

[See rule 271]

THIS INDENTURE made this day of tw thousand and between the GOVERNOR OF THE STATE OF WEST BENGAL hereinafter called LESSOR which expression where the context so admits or implies shall be deemed to include his successors in office and assigns of the One Part and Secretary/Chairman of I-C: CFCS of (full address), bearing Regn. No. or FPG /SHG of (full address or MD WBFC/SFDC/Benfish..... (address or Sri son of village in thana in the district of here-in-after called the LESSEE which expression where the context admits or implies shall be deemed to include his heirs, executors, administrators and assigns of the Other Part.

WHEREAS THE LESSOR is the proprietor of acre being the minor / major portion of the tank as described hereunder in the State under the West Bengal Estates Acquisition Act, 1953:

AND WHEREAS THE LESSEE is the owner retaining the remaining portion of the tank hereinafter mentioned and described in Part I of the Schedule hereunder has applied to Government/Collector for long-term lease of the said vested portion measuring acre(s) of the tank for the purpose of pisciculture under Rule 272 of the West Bengal Land and Land Reforms Manual, 1991:

AND WHEREAS THE LESSOR agrees to demise the said vested portion of the tank as described hereunder forming the said Lease for a period of 30(thirty) years;

NOW THIS INDENTURE WITNESSETH that in consideration of the payment to the LESSOR by the LESSEE of a sum of Rs. (Rupees) on or before execution these presents and of the rent hereby reserved and fully mentioned in Part II of the said Schedule hereunder written on the part of the Lessee to be paid, observed and performed the Lessor doth hereby demise unto the Lessee the portion of the tank vested in the State more particularly mentioned and described in Part I of the Schedule hereunder written to Hold and to Have the same unto the Lessee for the period of thirty years from the day of yielding and paying therefor the rents at the time and in the manner specified in Part II of the said Scheme hereunder written to be paid to the Collector.

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

Signed, sealed and delivered by the District Land & Land Reforms Officer of for and on behalf of the Governor of the State of West Bengal in the presence of --

Witness (1)

Witness (2)

For and on behalf of the Governor of State of West Bengal

(Signature and seal of the District Land & Land Reforms Officer)

Signed, sealed and delivered by the Lessee in the presence of --

Witness (1)

Witness (2)

(Signature of the Lessee)

The Schedule above referred to PART I

Particulars of the Plot / Tank :

Mouza Jurisdiction List No. District Police Station Sub-registration Dist. District Khatian No. Plot No. Share Area

Bounded of the Plot / Tank

- North ---
South ---
East ---
West ---

PART II

1. The Lessee shall carry out the terms embodied in this lease and will continue to be bound thereby.
2. 25 per centum of the rent for the first year's settlement shall be deposited at the time of settlement and the balance shall be deposited within a period of next six months within the financial year. Rents for the successive years, shall be deposited in full before the beginning of the respective year. Failure to comply with any of the provisions of this sub-rule shall make the lease liable to be cancelled. Lease rent for all Govt. water bodies shall always be deposited in the revenue head of account of the L & LR Department through the respective office of the L & LR Department in the district.
3. In default of payment of rent within the date fixed in the preceding clause the Lessee shall be bound to pay in addition to the arrear interest at the rate of 18 per cent per annum on the amount of arrears till the day of payment and the arrears when not paid within 21 days of the date on which they fall due, shall together with interest payable thereon, be realizable as a public demand under the Bengal Public Demands Recovery Act or under any other law for the time being in force.
4. The Lessee shall preserve the limits of the property hereby leased and protect the interest of the Lessor therein and shall not suffer any person to dispossess him or the Lessor there from or from any part thereof.
5. The Lessee shall not, or allow anyone to, do any act detrimental to the interest of public health or pollute the water of the Fishery or commit any act in connection therewith which in the opinion of the Collector/District Land and Land Reforms Officer may seem undesirable.
6. The Lessor shall not use or permit any other person to use the demised property/tank 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 pisciculture.
7. The Lessee will give all facilities for inspection or survey of the property leased which may be ordered to be made by the Collector.
8. Should the Lessee duly and faithfully observe and fulfil the terms, conditions and covenants on the part of the Lessee herein contained, the Lessee shall on the expiration of the aforesaid period of thirty years be entitled to have a renewal of the lease for a like period of thirty years and thereafter to successive like period upon the same terms and conditions save as to rent which may be increased or otherwise varied in accordance with the provisions of the law or rules as may be in force for the time being.
9. If the Lessee dies before the expiration of the period of this Lease or assigns his leasehold interests in the property/tank described in Part I of the Schedule hereunder written, the heirs, executors, administrators, representatives or assigns of the Lessee shall duly get their names registered in the Collectorate within three calendar months after obtaining possession of the property/tank and will possess and use it and be bound by a terms covenants and conditions herein contained.
10. If the Lessee is found to possess land in excess of ceiling area applicable to him under the West Bengal Land Reforms Act and/or the Urban Land (Ceiling and Regulation) Act, 1976 the Lessor shall have the option determine the lease and resume possession of the property leased out under this indenture and the Lessee shall not be entitled to any compensation for such resumption.
11. In the event of any breach by the Lessee of any of the covenants hereinbefore contained then and in any such case this lease shall, at the option of the Lessor and notwithstanding the waiver of any previous breach, be terminated and determine."

By order of the Governor,

MANOJ PANT

L.R.C. & Principal Secretary to the Govt. of West Ben