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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 & Land Reforms and R.R. & R Department
Land Policy Branch, Nabanna (6th Floor)
325, Sarat Chatterjee Road, P.O.-Shibpur, Howrah-711102

NOTIFICATION

No. 2689-LP/1A-03/23 dated the 7th day of July, 2023.—Whereas the draft amendment 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. 2388-LP/1A-03/23 dated 9th June, 2023 in the Kolkata Gazette Extraordinary dated 09th June, 2023, inviting objection or suggestion from all persons likely to be affected thereby, within ten days from the date of its publication;

And whereas no objection or suggestion has been received by the State Government 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 & Land Reforms Manual, 1991, as subsequently amended (hereinafter referred to as the said rules), namely :—

Amendments

In the said rules, in chapter XV,—

(1) for rule 215, *substitute* the following rule :—

"215. Legal Provision: The settlement of land for non-agricultural purpose is provided for under rule 20A(6), and 28B of the West Bengal Land Reforms Rules, 1965. The said rules authorize the Collector of a district, with prior approval of the State Government to settle a land or any specified classes of land on leasehold or freehold basis with a person, a group of persons, an organization or a statutory body on such terms and conditions as may, by general or special order, be specified by the Land and Land Reforms and Refugee Relief & Rehabilitation Department.";

(2) for rule 216, *substitute* the following rule :-

"216. Lands for non agricultural purposes shall be settled on long term leases or on freehold basis for such class/classes of land as specified by notification by the Land and Land Reforms and Refugee Relief & Rehabilitation Department. Where long term settlement is not possible either because the land has not become sufficiently developed or a suitable lessee is not forthcoming or the purpose for which settlement of land is sought does not require long term settlement, the land may be settled on a short term lease. Short term settlement of land in the Urban Agglomerations, to which the Urban Land (Ceiling & Regulation) Act, 1976 is applicable, is, however, prohibited. Utmost care should be exercised before deciding to offer short term settlement of land in other municipal areas";

(3) after sub-rule (ii) of rule 218, *insert* the following sub-rule :-

"(iii) Freehold settlement/ transfer of non-agricultural Govt. land should be made under registered deeds. Form Nos. 10 and 11 of Appendix IV contain the standard forms of deed of conveyance for intending allottee and existing lessee respectively. No variation should be made in the prescribed forms without the sanction of the Land and Land Reforms and Refugee Relief & Rehabilitation Department.";

(4) in Appendix IV, after Form 9, *insert* the following forms :-

"Form 10

Standard format of Deed of Conveyance for direct settlement on freehold basis

(see Rule 215, 216, 218)

This INDENTURE is made and executed on this day the day of.....,

BETWEEN

THE GOVERNOR OF THE STATE OF WEST BENGAL hereinafter referred to as the "EXECUTOR" (which expression shall unless excluded by or repugnant to the context shall include his successors and assigns) of ONE PART.

AND

SHRI/SMT....., being a citizen of India, son/daughter/wife of residing at hereinafter called the "ALLOTTEE" (which term unless excluded by or repugnant to the context be deemed to include his/her/their heirs, executors, administrators, representatives and assigns) of OTHER PART

[Applicable in case of an Individual]

AND

..... being a citizen of Indian son/daughter/wife of residing at and being a citizen of India, son/daughter/wife of residing at and carrying on business in partnership under name and style of hereinafter called the "ALLOTTEE" (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

..... a Company registered under the Companies Act, 1956 having its registered office at hereinafter called the "ALLOTTEE" (which term unless excluded by or repugnant to the context be deemed to include its successors and assigns) of the OTHER PART.

[Applicable in case of a Company]

AND

..... at hereinafter called the "ALLOTTEE" (which term unless excluded by or repugnant to the context be deemed to include its successors and assigns) of the OTHER PART.

[Applicable in case of Municipality, Corporation, Development Authority etc.]

WHEREAS

1. The allottee (intending lessee) applied before the State Government by its application dated for holding the land described hereinbelow under the heading LAND-SCHEDULE on freehold basis as a raiyat for the purpose of (detail of the purpose), as per Notification being No. dated published by the Department of Land & Land Reforms and Refugee Relief & Rehabilitation, Govt. of West Bengal;
2. The State Government is the absolute owner of the land specified hereinbelow under the heading LAND-SCHEDULE;
3. The State Government in Land & Land Reforms and Refugee Relief & Rehabilitation Department has decided to execute DEED OF CONVEYANCE for the said plot(s) of land for the purposes mentioned above so as to confer absolute right, title and interest of possession in the land more fully and particularly described under the heading LAND-SCHEDULE hereunder to the allottee, since permission was granted vide Order No. dated of the Land & Land Reforms and Refugee Relief & Rehabilitation Department;

NOW, THIS DEED WITNESSETH AS FOLLOWS :-

- I. In consideration of the payment made by the ALLOTTEE(S) of the sum of Rs. (Rupees) as premium on or before the execution of these presents, the EXECUTOR doth hereby EXECUTE THIS DEED AND TRANSFER ABSOLUTE TITLE UNTO THE ALLOTTEE(S) ALL THAT PIECE AND PARCEL OF LAND more fully described and specified in the LAND-SCHEDULE hereunder TO HAVE AND TO HOLD the said land hereby given, granted and transferred unto and to the use of the ALLOTTEE(S) forever for the purpose of subject to the covenants and conditions stated hereinafter.
- II. That on execution of this deed, the ALLOTTEE(S) shall continue to remain in possession of land more fully described under LAND-SCHEDULE in this deed subject to the covenants and conditions stated herein.
- III. The ALLOTTEE(S) shall commence work for utilizing the land for the said purpose within 3 (three) years from the date of execution of this deed.

- IV. That both the parties will strictly adhere to the Law/Rules/Regulations applicable for entering into the agreement of allotment of land. After execution of this instant deed, all the earlier agreement executed between the parties, if any, will be considered as invalid and non-operational in law for all purposes.
- V. That the ALLOTTEE(S) shall pay the annual Land Revenue in favour of the Government of West Bengal in the Department of Land & Land Reforms and Refugee Relief & Rehabilitation as raiyat at the rate prescribed under the West Bengal Land Reforms Act, 1955 /Kolkata Land Revenue Act, 2003 and Rules thereunder, as applicable, in the office of the Block Land & Land Reforms Officer or any other place(s) as may be specified for such purposes.
- VI. That the ALLOTTEE(S) shall pay all rates, taxes, cesses and other outgoing payable in respect of the allotted parcel of land to the State and/or Central Government and/or any local or public authority in time as payable for a raiyat for the time being in force.
- VII. That the ALLOTTEE(S) shall not use the allotted land for any purpose other than the purpose for which it has been allotted.
- VIII. That the ALLOTTEE(S) shall have right save as hereinafter provided to alienate or transfer the land, so allotted, in any manner whatsoever, to any intending purchaser PROVIDED THAT such subsequent purchaser(s) shall remain bound to adhere to the terms and covenants of this Deed.
- IX. That the ALLOTTEE(S) and the subsequent purchaser will inform in writing about such alienation or transfer to the "EXECUTOR" within l(one) month of such transfer.
- X. If the ALLOTTEE(S) or the subsequent purchaser violates the terms of this deed, the deed of conveyance will become void immediately.

LAND-SCHEDULE

Particulars of the Plot(s) of Land

1. District—
2. Police Station—
3. Name of Mouza with J.L. No.—
4. L.R. Plot No(s).—
5. Respective area of the plot allotted—
6. Total area—
7. Purpose of the allotted land—
8. Boundary of the allotted plot/area—
 - In the North
 - In the East
 - In the South
 - In the West

IN WITNESS WHEREOF THE EXECUTOR and THE ALLOTTEE(S) herein have executed this Deed by their respective signatures and seals on the day, month and year 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 transferee/vendee in the presence of :

1. (Signature & Address of witness)

2. (Signature & Address of witness);

Form 11

Standard format of Deed of Conveyance of subsisting lessee for settlement on freehold basis

(see Rule 215, 216, 218)

DEED OF CONVEYANCE

This INDENTURE is made and executed on this day the day of,

BETWEEN

THE GOVERNOR OF THE STATE OF WEST BENGAL hereinafter referred to as the "EXECUTOR" (which expression shall unless excluded by or repugnant to the context shall include his successors and assigns) of ONE PART.

AND

SHRI/SMT, being a citizen of India, son/daughter/ wife of residing at hereinafter called the "ALLOTTEE" (which term unless excluded by or repugnant to the context be deemed to include his/her/their heirs, executors, administrators, representatives and assigns) of OTHER PART.

[Applicable in case of an Individual]

AND

..... being a citizen of Indian son/daughter/ wife of residing at and being a citizen of India, son/daughter/wife of residing at and carrying on business in partnership under name and style of at hereinafter called the "ALLOTTEE" (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

..... a Company registered under the Companies Act, 1956 having its registered office at hereinafter called the "ALLOTTEE" (which term unless excluded by or repugnant to the context be deemed to include its successors and assigns) of the OTHER PART.

[Applicable in case of a Company]

AND

..... hereinafter called the "ALLOTTEE" (which term unless excluded by or repugnant to the context be deemed to include its successors and assigns) of the OTHER PART.

[Applicable in case of Municipality, Corporation, Development Authority etc.]

WHEREAS

1. An indenture of lease was made on day of 19...../20..... BETWEEN THE GOVERNOR OF THE STATE OF WEST BENGAL and (Details of the Lessee as mentioned in the concerned Lease) for purpose of in respect of the land as delineated in the said indenture for the period of years vide Deed No. Book No. Volume No. of (Registration Office)
2. The allottee (erstwhile lessee) has been holding and utilizing the land for the said purposes for which the land was leased on and from.....(date of effect), abiding by all the terms embodied in that lease dated
3. There is no outstanding rent/amount etc. of the allottee (erstwhile lessee) payable to the State authorities in whatsoever in respect of the leased land.
4. The allottee (erstwhile lessee) applied before the State Government by its application dated..... for holding the land described hereinbelow under the heading LAND-SCHEDULE on freehold basis as a riyait for the said purpose, as per Notification being No. dated..... published by the Department of Land & Land Reforms and Refugee Relief & Rehabilitation, Govt. of West Bengal;
5. The State Government in Land & Land Reforms and Refugee Relief & Rehabilitation Department has decided to execute DEED OF CONVEYANCE for the said plot(s) of land for the purposes mentioned above so as to confer absolute right, title and interest of possession in the land more fully and particularly described under the heading LAND-SCHEDULE hereunder to the allottee, since permission was granted vide Order No. dated of the Land & Land Reforms and Refugee Relief & Rehabilitation Department.

NOW, THIS DEED WITNESSETH AS FOLLOWS :-

1. In consideration of the payment made by the ALLOTTEE(S) of the sum of Rs. (Rupees) as premium on or before the execution of these presents, the EXECUTOR doth hereby EXECUTE THIS DEED AND TRANSFER ABSOLUTE TITLE UNTO THE ALLOTTEE(S) ALL THAT PIECE AND PARCEL OF LAND more fully described and specified in the LAND-SCHEDULE hereunder TO HAVE AND TO HOLD the said land hereby given, granted and transferred unto and to the use of the ALLOTTEE(S) forever for the purpose of

..... Subject to the
..... covenants and conditions stated hereinafter.

- II. That on execution of this deed, the ALLOTTEE(S) shall continue to remain in possession of land more fully described under LAND-SCHEDULE in this deed subject to the covenants and conditions stated herein.
- III. That both the parties will strictly adhere to the Law/Rules/Regulations applicable for entering into the agreement of allotment of the land. After execution of this instant deed, all the earlier agreement executed between the parties, will be considered as invalid and non-operational in law for all purposes.
- IV. That the ALLOTTEE(S) shall pay the annual Land Revenue in favour of the Government of West Bengal in the Department of Land & Land Reforms and Refugee Relief & Rehabilitation as raiyat at the rate prescribed under the West Bengal Land Reforms Act, 1955/Kolkata Land Revenue Act, 2003 and Rules thereunder, as applicable, in the office of the Block Land & Land Reforms Officer or any other place(s) as may be specified for such purposes.
- V. That the ALLOTTEE(S) shall pay all rates, taxes, cesses and other outgoing payable in respect of the allotted parcel of land to the State and/or Central Government and/or any local or public authority in time as payable for a raiyat for the time being in force.
- VI. That the ALLOTTEE(S) shall not use the allotted land for any purpose other than the purpose for which it has been allotted.
- VII. That the ALLOTTEE(S) shall have right save as hereinafter provided to alienate or transfer the land, so allotted, in any manner whatsoever, to any intending purchaser PROVIDED THAT such subsequent purchaser(s) shall remain bound to adhere to the terms and covenants of this Deed.
- VIII. That the ALLOTTEE(S) and the subsequent purchaser will inform in writing about such alienation or transfer to the "EXECUTOR" within 1(one) month of such transfer.
- IX. If the ALLOTTEE(S) or the subsequent purchaser violates the terms of this deed, the deed of conveyance will become void immediately.

LAND-SCHEDULE

Particulars of the Plot(s) of Land

1. District—
2. Police Station—
3. Name of Mouza with J.L.No.—
4. L.R. Plot No(s).—
5. Respective area of the plot allotted—
6. Total area—
7. Purpose of the allotted land—
8. Boundary of the allotted plot/area—
In the North
In the East
In the South
In the West

IN WITNESS WHEREOF THE EXECUTOR and THE ALLOTTEE(S) herein have executed this Deed by their respective signatures and seals on the day, month and year first above written.

Signed, Sealed and delivered by :-

.....

(Name and Designation)

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)

For and on behalf of the transferee/vendee in the presence of :

1.

(Signature & Address of witness)

2.

(Signature & Address of witness)"

.....
Signature (with Seal if any)

.....
Signature (with Seal if any)

By order of the Governor,

SMARAKIMAHAPATRA
Secretary to the Government of West Bengal