

GOVERNMENT OF WEST BENGAL
REFUGEE RELIEF & REHABILITATION DEPARTMENT
WRITERS' BUILDING
CALCUTTA – 700001

No. 3903(17) – Rehab/DS/205/88.

Dated: Calcutta, the 18th July, 1988.

Sub : Regularisation and distribution of agricultural land to individual
D.P. Squatters' in approved post – 50 Squatters'
Colonies.

The Government of India in the Ministry of Home Affairs, Deptt. of Internal Security (Rehab. Divn.) conveyed approval to the regularisation of 607 displaced person Squatters' Colonies set up during the period from 1-1-51 to 25-3-71. This sanction Order of the Government of India was issued in relation to homestead plots only for resettlement of displaced persons in the enlisted Colonies of this group. While going in for regularisation work it has been found on field enquiry and verification that in a large number of such Colonies there are agriculturist families with substantial agricultural land holding per family. A policy decision is, therefore, required to be taken in regard to such agricultural land holding in displaced person Squatters' Colonies.

2. The distribution of holding of agricultural lands by displaced persons did not follow any uniform pattern and the agricultural land holding per family vary widely from Colony to Colony and even among the displaced persons within the same Colony. Besides, the agricultural lands under occupation are generally sub-marginal land per family is within 3 acres.

3. The matter was taken up at the highest level of the State Government. It has been decided that all the agricultural land holding in approved D.P. Squatters' Colonies, involving Khas/Vested lands under the control of Land & Land Reforms Deptt. would be transferred in block to the R. R. & R. Deptt. for rehabilitation of displaced person agriculturists which would be outside the purview of the Section 49 of the W.B.L.R. Act 1955. Regarding the agricultural lands belonging to private land owners which would have to be acquired through land acquisition proceedings, acquisition schemes would have to be drawn up on the basis of actual occupation of agricultural lands by displaced person families. Regularisation of squatting up to a maximum of three acres of Agricultural lands per family would be allowed in all cases. Agricultural lands Beyond three acres per family will be decided upon separately.

4. In the circumstances stated above the undersigned is directed to say that the Governor is pleased to direct that all the agricultural lands (Khas/Vested) under the occupation of displaced persons should be transferred en-block to the Refugee Relief & Rehabilitation Department by the Land & Land Reforms Department and the agricultural lands belonging to private land owners should be acquired through acquisition proceedings under L.A. Act-II of 1948 and occupation of agricultural land up to a maximum of three acres per family should be regularised at present.

The District Magistrates/Collectors and Sub-Divisional Officers are accordingly requested to initiate acquisition proceeding in respect of private agricultural lands and to initiate transfer proposals in respect of agricultural lands belonging to different Departments of the Government of India in so far as Post-50 approved D.P. Colonies are concerned. In respect of agricultural Khas/Vested lands the concerned Addl. District Magistrates (RR) are requested to submit transfer proposals to the concerned Additional District Magistrates (L. & L. R.) under intimation to Government following the same procedure as in case of regularisation of homestead plots in 607-

Group of Post-50 Squatters' Colonies. District Magistrates and Collectors and Sub-Divisional Officers are also requested to treat inter departmental land transfer cases in so far as State Government's lands are concerned in terms of Land & Land Reforms Department's instructions contained in that Deptt.'s Memos bearing Nos. 4961 (18)-LA (II) dated. 22-12-1987 and 297(54)-L.A.(II) dated 18-1-1988.

(D. K. DASGUPTA)

Deputy Secretary.

No. 3903(15)/1(4)-Rehab/DS/205/88.

Copy forwarded for information to :-

1. The Chief Secretary to the Govt. of West Bengal and Chairman State Level Monitoring Committee (RR), Writers' Building, Calcutta – 1
2. Member Board of Revenue & Secretary, Land & Land Reforms Deptt.,
Writers' Building, Calcutta – 1.
&
Member State Level Monitoring Committee (RR),
Writers' Building, Calcutta – 1
3. The Secretary, Finance Department,
Member, State Level Monitoring Committee (RR),
Writers' Building, Calcutta – 1
4. Shri S. Goyal, Director, Rehann. Divison of the Government of India,
Department of Internal Security,
Jaisalmer House, Mansingh Road,
New Delhi – 110011.

&

Member State Level Monitoring Committee.

Calcutta, the 18th July, 1988.

(D. K. DASGUPTA)

Deputy Secretary.

GOVERNMENT OF WEST BENGAL
DIRECTORATE OF REGISTRATION AND STAMP REVENUE
WRITERS' BUILDING, BLOCK – F, KOLKATA

Memo. No. 129/1M-306/10

Dated: 14.1.11.

From : The Joint Commissioner of Stamp Revenue, West Bengal.

To : The Addl. District Magistrate (RR), North 24 Parganas
P.O.- Barasat, District – North 24 Parganas

Sub. : Problem in proving certified copy of registered deed and making
necessary entry in already registered deed.

Ref. : Memo. No. 655/RR/BST. Date 01.12.10

In connection with the subject noted above, the undersigned is directed to say that a certified copy of any document may be issued by copying/photocopying and of comparing it with original record preserved in the office of the authorised officer empowered to register it.

In the referred letter, it has been stated the office copy i.e. the office record of registration is found missing and in some other cases, the original documents have been delivered without making some necessary entries due to inadvertence.

The problem may be solved either by allowing the corrections with the permission of the competent higher authority in both the original and the office records if available and with due consent of the concerned parties or by re-registration of the documents in question with proper approval of the competent authority as no stamp duty and registration fees are chargeable on such documents. Care should also be taken that if the documents are re-registered the parties of the original documents must be the same.

Joint Commissioner of Stamp Revenue,
West Bengal

Government of West Bengal
Refugee Relief & Rehabilitation Department
Writers' Building, Kolkata – 1

312(17) – Rehab – II
3T- 6/04

Kolkata, the 25th Feb., 2009.

From : The O.S.D. & Ex-Officio Dy. Secretary.

To : The District Magistrate,
P.O., Dist.

Sub : Regularisation of unlisted colonies situated on RR/Vested Land.

The undersigned is directed to refer to this Deptt. Memo No. 1049(17)-Rehab-II/3T-6/04, dt. 25.07.07 on the above subject and to state that as per resolution taken in the SAC Meeting held on 5.3.2007, a decision was taken to regularise the unlisted colonies which are situated on RR/Vested Land but are yet to be recognised by the Govt. In the start, Survey work and meeting of SAC held on 11.11.2008, it was also decided to request all the district authorities to start immediate survey work for the identification of such colonies.

2. He is requested to send a list of such unlisted colonies within his jurisdiction incorporating the following information for proper consideration of the matter :-
- i. Total number of families residing in the colony.
 - ii. Percentage of refugee families among total inhabitants.
 - iii. Year of establishment of the colony where necessary.
 - iv. Total area of land, land status, particulars of land (Mouza, Dag No.) where required.

The required information duly authenticated may please be furnished to R.R. & R.Dte., for compilation under intimation to this Deptt.

This may please be treated as extremely urgent.

Officer On Special Duty and
Ex-Officio Deputy Secretary.

No. 312(17)/1(20)-Rehab-II

Copy forwarded for information & necessary action to the:-

D.R.R.C., West Bengal, - with the request to compile the data received from each of the district and to furnish to this Deptt. a complete status report so as to enable this Deptt. to take proper action towards regularisation.

Addl. District Magistrate(RR),
P.O., Dist.
Member, SAC P.O.
Dist.

Kolkata, 25th Feb. 2009

O.S.D. & Ex-Officio Dy. Secy.

Government of West Bengal
Refugee Rehabilitation Department
Writers' Building, Kolkata – 1

No : 739 (19) – Rehab – II/3T-6/2004

Dated, the 17th March, 2005.

From : Shri A. Kanungoe,
OSD & Ex-Officio Dy. Secretary.

To : The Additional District Magistrate,
Office of the District Magistrate,
R.R. & R. Department,
P.O.
Dist.

Sub : Regulation of Unlisted colonies & colonies of 998
Group situated Partly on State Govt. land.

The undersigned is directed to state that in order to re-examine the issue of regularisation of UNLISTED colonies that were not included in any recognised group so far and in respect of those colonies of 998 group which are situated mostly on the State Govt. land & only a minor part belongs to the private owner / Union Govt. he is requested kindly to furnish report information as per two enclosed prescribed proforma at an early date.

Encl. : As stated

OSD & Ex-Officio Dy, Secretary.

Proforma for Report on unlisted group of colonies.

Name of the District :

1. Serial No.
2. Name of the Colony.
3. Total No. of Refugee Families.
4. Whether more than 80% of families are refugees.
5. Area.
6. Whether the entire area is Khas/Vested.
7. Approx. Date of Establishment of the Colony.
8. Reason for non-inclusion in the 998 Group.

Certificates:

1. Certified that the list is exclusive and final and is approved by the DIC and District UCRC.
2. Certified that more than 80% of the families are refugees migrating to India before 25th March, 1971.
3. Certified that the entire land belongs to that State Government and no private or central land or land belonging to Statutory bodies have been included in the colony.
4. Certified that no agricultural land or HS plots of more than 5 Kathas (2 Katha in case of urban area) have been taken into account.

Signature of ADM (RR) / O.C.(RR)/DRO.

Proforma for report on 998 group of colonies which are situated mostly on State Govt. Land & minor part on Private/Union Govt/Local Bodies Land.

1. Name of the colony, its location & Serial No. in the list of 998 group of colonies.
2. Total No. of families of the colony.
3. Total No. of refugee families in the Colony & their percentage of the total No. of families of the colony. It should be above 80%.]
4. Total area of the colony (in acres).
5. The land area of the colony which is vested. Percentage of this area of the total area of the colony. It should be above 80% of the total land.
6. The land area of the colony which is 'Not Vested'. The status of this 'Non Vested Land':- Whether Private/Union Govt. /State Govt. /Local Bodies Land.
7. No. of families living in the vested area & No. of refugee families living in this area.
8. No. of families living outside the vested area and No. of refugee families living in the non vested area.

Certificates:-

1. Certified that the list is exclusive and final and is approved by the District Implementation Committee & District UCRC.
2. Certified that more than 80% of the families are refugees migrating to India before 25th March, 1971.
3. Certified that no agricultural land or Homestead plots of more than 5 katha & 2 katha in case of urban are have been taken into account.

Signature of ADM (RR) / O.C.(RR)/DRO.

Government of West Bengal
Refugee Relief & Rehabilitation Department
Writers' Building, Kolkata – 1

No. 1049(17)-Rehab-II/3T-6/04

Date : 25.07.07

From : The Joint Secretary.

To : The District Magistrate,
.....
P.O.
Dist.

Sub: Regularisation of unlisted colonies situated on RR/Vested land.

The undersigned is directed to state that the State Advisory Committee of this Deptt. has resolved in its meeting held on the 5th March, 2007 that the unlisted colonies which are situated mostly on RR/Vested land but are yet to be recognised by the Government should be regularised forthwith.

Accordingly, in sending herewith a list of such unlisted colonies within his jurisdiction, the undersigned is directed to request him to take necessary action for verification and authentication of the entries made therein and to furnish further information on the following points for proper consideration of the matter –

1. Total number of families residing in the colony.
2. Percentage of refugee families among the total inhabitants.
3. Year of establishment of the colony where necessary.
4. Total area of land, land status particulars of land (Mouza, Dag No.) where required.

The required information duly authenticated may please be furnished to the RR & Directorate for compilation under intimation to this Deptt.

This may please be treated as most urgent.

Joint Secretary

No. 1049(17)/1(21)-Rehab-II, Dt. 25.07.07.

Copy forwarded to the Dy. Refugee Rehabilitation Commissioner, West Bengal, 10, Camac Street, Kolkata – 17, with the request to compile the data received from each of the districts and to furnish to this department a complete status report so as to enable this department to take proper action toward regularisation.

1. The Addl. District Magistrate(RR),
..... District,
P.O. Dist.
2. Shri Samar Mukherjee,
Chairman, State Advisory Committee,
9, Dilkhusa Street, Kolkata – 17
3. The Dy Directorate (Land/Reg.)
Refugee Relief & Rehabn. Dte.
10, Camac Street, Kolkata – 17.
5. Shri Rabi Ganguly, Chairman,
State Advisory Committee,
MA-188, Bidhannagar, Kolkata – 93.

Joint Secretary

GOVERNMENT OF WEST BENGAL
Refugee Relief & Rehabilitation Department
Writers' Buildings, Kolkata – 700001

No. 2335(16) –Rehab.-II/3T-24/2002

Dated, Kolkata, the 22nd October, 2003.

From : The Officer non-Special Duty &
Ex-Officio Deputy Secretary.

To : The Additional District Magistrate (RR), Malda
P.O. – Malda, Dist. – Malda – 732101

Sub : Taking over possession of Khas/Vested
land for regularisation of Colonies.

Ref.: L & L R Department's Mamo. No. 2212 GE
(M) / 3M-49/03 dated 13.08.2003.

The undersigned is directed to forward a copy of the referred Memo. Of the L & L.R. Department and to request him to initiate immediate action thereon.

The undersigned is further directed to request him not to take possession of land for any unrecognised colony. The possession of land for regularization of any colony under 998' group may be taken provided that proposal for land transfer has the approval of the R. R & R. Department on fulfillment of eligibility criterion set for the purpose.

Officer-on-Special Duty &
Ex-Officio Deputy Secretary

GOVERNMENT OF WEST BENGAL
Refugee Relief & Rehabilitation Department
Writers' Buildings, Kolkata – 700001

No. 2504(18) –Rehab
RR/0/2M-7/95

Calcutta, the 18th November, 1996.

From : The Officer-on-Special Duty &
Ex-Officio Deputy Secretary.

To : 1) The Collector _____
P.O. _____, District _____.

2) The Dy. Refugee Rehabilitation Commissioner, W.B.,
10, Camac Street, Calcutta – 700 017.

Sub : Realisation of fees against temporary use of vacant lands of R.R. & R. Deptt, by different organizations.

1. Of late a question arises on the above subject and after careful consideration the Govt. in the R.R. & R. Deptt. has decided that vacant lands of the Govt. in the R.R. & R. Deptt. may be used by the different organisation for recreational purposes, viz. Jatras, Melas, Festivals, etc. with prior permission of the Collector of the district in terms of Rule 477-481 (ii) of the West Bengal L.& L.R. Manual, 91 Mutatis Mutandis on payment of fees @ 7 paise per Sq.ft. per day for Corporation, Municipal and Notified areas and @ 5 paise per Sq.ft. epr day for non-municipal areas concerned of the districts. The terms Sub-Divisional Land & Land Reforms Officer and D.L. & L.R.O. in the Manual shall be substituted by S.D.R. & R.O. and A.D.M. (RR), respectively.

2. The fees will be realized by the R.R. & R. Office concerned with the prior approval of the Collector of the district at the prescribed rate as mentioned in Para 1 above. Formal permission should be given on realization of such fees.

3. Collector, may, however, grant exemption either wholly or in part from payment of fees in terms of Sub-rule (i) and (ii) of Rule 480 read with Rule 12 of chapter III of the W.B. L.R. Manual, considering the nature of performances.

4. The fees are to be credited to the head, “0019-Land Revenue-800-other receipt-9-Misc. Receipt not connected with Govt. Estate” in the relevant T.R. Form by the users.

5. The users concerned will also have to pay charges as may be fixed and imposed upon by the Corporation, Municipal and local authorities of the district where such land is situated.

6. This has the concurrence of the L. & L.R. Deptt. Vide their U.O. No. 223- dt. 10.5.95.

GOVERNMENT OF WEST BENGAL
Refugee Relief & Rehabilitation Department
Writers' Buildings, Kolkata – 700001

No. 403(20)-Rehab-I/3M-1/2007

From: The Joint Secretary

To : 1. The Dy. Refugee Rehabn. Commissioner, WB,
Refugee Relief & Rehabilitation Dte,
10, Camac Street,
Kolkata – 700 017.

2. The District Magistrate,

Sub: Clarification in respect of
the Government Order issued
by the Department.

In continuation of this Department Order bearing no. 782(19)-Rehab-I/3M-1/2007 dt. 7.6.07. communicating the decision that FHTD will be issued in favour of a displaced persons family in respect of the land either allotted to by the Department or remaining under their occupation in the approved colonies as mentioned in the LOP's of the concerned colony since prepared by the competent authority, the undersigned is further directed to clarify that the aforesaid decision will be applicable to or be followed in the matter of issuance of deeds in all the colonies as approved by the Government irrespective of its status as the G.S. or squatters colony.

Joint Secretary

GOVERNMENT OF WEST BENGAL
Refugee Relief & Rehabilitation Department
Writers' Buildings, Kolkata – 700001

No. 782(19)-Rehab-I
3M-1/2007

Date : Kolkata, the 7th June, 2007.

From : The Joint Secretary to the Govt. of W.B.

To : The District Magistrate,

P.O. _____

Dist. _____

The undersigned is directed to state that clarifications regarding quantum of land to be granted in favour of the eligible refugee families in different groups of colonies are being sought for by the R.R. & R. Directorate and district authorities in many cases. It is also stated that the quantum of land for which free hold title deeds are being issued to the refugee settlers in different colonies by the concerned authorities in accordance with the provisions contained in Government Orders issued by the Department from time to time varies widely ranging from 10 Katha to 1.5 Katha per d.p. family according to the status, (G.S. or Squatters' colony) location i.e. urban or rural and availability of land within that colony. Thus the issuing authorities have been facing much difficulties to implement those decisions in terms G.O.s i) 1240(17) Rehab dated 20.04.1987 and ii) 55 Rehab dated 08.01.1998.

The Government for some time past has been considering to formulate an uniform guideline to be followed in the matter on conferment of right and title over the land either allotted to or under occupation of the refugee families in the approved colonies.

After careful consideration of the matter the Governor has been pleased to decide that henceforth F.H.T.D. will be issued in favour of a d.p. family only in respect of the land allotted to by the Department or under their occupation as mentioned in the LOPs of the concerned colonies, prepared by the competent authority.

This order is issued on the recommendation of the Advisory Committee and will take immediate effect.

All previous orders to determine quantum of land for issue of F.H.T.D.s shall stand modified to the extent as above and other provision shall remain in force.

Joint Secretary

GOVERNMENT OF WEST BENGAL
Refugee Relief & Rehabilitation Department
Writers' Buildings, Kolkata – 700001

No. 1621-RR/O/18R-20/2007

Dated : Kolkata, the 27th November, 2007

Sub : - Regularisation of non-existent tank plot within the R.R. Colonies.

The undersigned is directed to state that there are some plot within different R.R. Colonies which have been recorded as tanks plots in the CONRIT Register and L.O.P. of the concerned Colony. On the other hand some plots recorded as Bastu have been converted in a pond/tank by digging or otherwise while developing some adjacent plots. In both the cases problems are being faced towards regularization of these plots with issuing of F.H.T.Ds.

The Government have been considering this matter for some time past. Even discussions have had on this issue in different meeting of the Advisory Committee of this Department.

After careful consideration of different aspects and on the recommendation of the Advisory Committee Government has decided that regularization of the plots mentioned above shall be made in the manner noted hereunder :-

- i) Where the tank plot is recorded as such in the R.O.R., then the L. & L.R. Deptt. shall be moved for necessary change of record/ conversion in individual case.
- ii) Where tank plot is recorded in the CONRIT Register and L.O.P. only but there is no mention in the R.O.R., then the concerned District Magistrate will initiate proposals for conversion of such tank plot into Bastu and send it to the R.R. Commissioner, West Bengal for approval.
- iii) F.H.T.D. will be issued for the entire plot where that plot or part thereof recorded as Bastu has been converted into tank/pond by digging or otherwise.

This procedure will be followed by all concerned with immediate effect.

Ab/- No. 1621/1(7)-Rehab.-I

Sd/- P.K. Chakraborty
Joint Secretary

Copy forwarded for information and necessary action to :-

1. The Deputy Refugee Rehabilitation Commissioner, West Bengal,
R.R. & R. Directorate, 10, Camac Street, Kolkata – 700017.
2. The District Magistrate, _____
P.O. _____, Dist. _____
3. The Additional District Magistrate (RR), _____
P.O. _____, Dist. _____
4. The Chairman, Advisory Committee, R.R. & R. Department.
5. The Land & Land Reforms Department of this Government.
6. P.S. to Minister of State, in-Charge of this Department.
7. P.A. to Secretary of this Department.

Dated, Kolkata,
The 27th November, 2007

Joint Secretary

GOVERNMENT OF WEST BENGAL
REFUGEE RELIEF & REHABILITATION DEPARTMENT
WRITERS' BUILDING
CALCUTTA – 700001

No. 1444(65)RR/O/18R-10/2008.

Dated: Calcutta, the 20th Nov 2008.

From : The Joint Secretary,
RR&R Department,
Government of West Bengal.

To : 1) The District Magistrate
.....

2) The Deputy RR Commissioner, West Bengal.
R.R. & R. Directorate,
10, Camac Street, Kolkata – 700 017.

Sub:- Regularisation of Non-Displaced families residing in recognised/approved
Refugee colonies in different districts.

The Cabinet in its meeting held on the 25th Sep 2008 approved the proposal for Non-Displaced Families residing in the approved colonies. Since, as per government norms an approved refugee colony has at least 80% refugee families residing in it, it is therefore implied that 20% or less of the total no. of families residing in that colony belong to the non-displaced category. These non-displaced families, as per decision of the Cabinet on 26/9/2008 shall be regularized by conferring Lease Hold Right only in respect of the homestead plot of land under their effective possession for a period of 99 years on payment of token SALAMI of Re-1/- per annum.

Now, therefore, the undersigned is directed by order of the governor to say that the following guidelines should be strictly observed while implementing the said Cabinet decision regarding regularisation of the Non-displaced families residing in different approved refugee colonies.

i) Approved colonies belonging to 149/175/607/998/Special Group which are situated exclusively on land belonging to the Refugee Relief & Rehabilitation Department, Government of West Bengal shall be taken up for the purpose of regularization of Non Displaced families as mentioned above.

ii) Homestead plot of land only under effective possession of Non-Displaced families with in these approved colonies shall be allotted on lease hold basis for a period of 99 years on payment of token SALAMI of Re 1/- and lease rent @ Re – 1/- per annum.

iii) The Lessee shall have to deposit the total amount of rent for 99 years & the salami as one time settlement to the State exchequer through T R – 7 Form in appropriate Head of account “0235-Social Security and Welfare-01-Rehabilitation-200-Other Rehabilitation Scheme-011-Receipts From Other Items-27-Other Receipts”.

iv) The existing boundary of the concerned approved colony where regularisation of Non-Displaced families as decided above is being implemented shall remain unaltered i.e., in no case requirement of additional land for this purpose will be entertained by the Government.

v) Leasing of Homestead plots shall be made in the name of the Head of the Non-Displaced family (as *KARTA*) mentioning thereon the names of all other surviving members of that family who are likely to inherit that property in equal share in case of demise of the lessee.

vi) The quantum of land to be leased out will be such as is admissible in case of refugees in terms of existing provisions in this regard.

vii) The RR Directorate in respect of the colonies of Kolkata and The District RR Offices under the control of the District Magistrates are hereby authorised to issue the lease deed to the Non-Displaced families for the purpose of their regularisation subject to terms and conditions as stipulated in the lease deed and in terms of this G.O.

viii) An RR team constituted at the RR Directorate as well as at District level offices shall conduct a survey in the colony for verification of the family details, status of possession and other related matters before issuing the Lease Deed.

ix) The Non-displaced family shall have to submit an affidavit declaring the name, age and relationship with head of the family of all the existing members of the family.

x) The Non-displaced family shall have to submit residential certificate for verification of eligibility.

xi) The lessee shall have no right to sell or transfer the leased out plot or part thereof.

xii) The format of approved lease will be circulated after vetting of the same by the L.&L.R. Department.

Joint Secretary.

No. 1444(65)RR/O/18R-10/2008.

Dated: Calcutta, the 20th Nov 2008.

Copy forwarded for information and necessary action to:-

1. The P.S. to M.O.S. in-charge of this department.
2. The P.A. to Chief Secretary, Government of West Bengal.
3. The P.A. to Secretary of this department.
4. The Chairman, State Advisory Committee.
5. Sri/Smt
Member, State Advisory Committee,
6. The Addl. District Magistrate(RR) ,.....

Joint Secretary.

Government of West Bengal
Refugee Relief & Rehabilitation Department
Writers' Building, Kolkata – 1

No. 1777-Rehab-I
18R-10/2003

Kolkata, the 3rd Dec., 2009

From : The Joint Secretary.

To : 1. The District Magistrate,
2. A.D.M.(RR)
3. D.R.R.C., W.B., RR&R Dte., 10, Camac St. Kol-17
4. D.D. (Land)
5. D.R.O.

In inviting a reference to this Deptt. Memo No. 66(18)-Rehab-I/RR/0/18R-10/2008, dt. 12.01.09, the undersigned is directed to send herewith a revised format of Affidavit to facilitate the matter of issuing lease deeds to the non D.P. families (landless) residing in approved refugee colonies.

Joint Secretary
R.R. & R. Department
Govt. of West Bengal

উদ্বাস্তু কলোনীতে বসবাসকারী উদ্বাস্তু নয় এমন পরিবারগুলির ক্ষেত্রে ইজারা
দলিল প্রদানের জন্য আবেদনপত্রের সহিত প্রদত্ত এফিডেভিটের প্রামাণ্য বসান :-

এ ফি ডে ভি টি

এতদ্বারা নিম্নস্বাক্ষরকারী আমি/আমরা (১) শ্রী/শ্রীমতী.
পিতা/স্বামী. জাতি. বয়স
পেশা. (২) শ্রী/শ্রীমতী.
পিতা/স্বামী. জাতি. বয়স
পেশা. জাতি. বর্তমান ঠিকানা.
..... আমার/আমাদের পরিবারের কর্তা হিসাবে এতদ্বারা প্রতিজ্ঞাপূর্বক কহিতেছি যে,

- ১। আমি/আমরা বা আমার/আমাদের পরিবারের কোনো সদস্য উদ্বাস্তু পরিবারের সদস্য নহে।
- ২। আমি/আমরা উপরোক্ত ঠিকানায় আমার/আমাদের পরিবারসহ দীর্ঘকাল যাবত বসবাস করিতেছি।
- ৩। আমি/আমরা বা আমার/আমাদের পরিবারের কেহ সরকারের নিকট হইতে কোনো পুনর্বাসন সুবিধা পাই নাই।
- ৪। আমার/আমাদের বা আমার/আমাদের পরিবারের কাহারও স্বনামে/বেনামে ভারতবর্ষের কোথাও কোনো বাস্তু/কৃষি জমি বা কোনো গৃহ/প্ল্যাট নাই।
- ৫। আমি/আমরা উক্ত জমিতে ইজারা দলিল পাইলে উদ্বাস্তু ত্রাণ ও পুনর্বাসন বিভাগ হইতে গৃহ নির্মাণের জন্য কোনো রূপ ঋণ পাইবার জন্য অধিকারী হইব না।
- ৬। আমার/আমাদের বাসস্থানের জমির সম্পূর্ণ বিবরণ :-
.....
.....

- ৭। উপরোক্ত জমিটি আমার/আমাদের প্রকৃতি দখলে আছে।
- ৮। উক্ত জমিটিতে আমার। আমাদের অনুকূলে ইজারা দেওয়া হলে ভবিষ্যতে
আমার/আমাদের বা আমার/আমাদের পরিবারের কোনো সদস্যের উক্ত জমিটি বা তার কোনো অংশের বিক্রয় বা
হস্তান্তরের কোনো অধিকার থাকবে না।

- ৯। আমরা/আমাদের পরিবারের আইনসম্মত উত্তরাধিকারীদের পূর্ণ পরিচয় :-

ক্রমিক নং	নাম	বয়স	আমার সহিত সম্পর্ক
১।			
২।			
৩।			
৪।			

- ১০। আমি/আমরা বা আমার/আমাদের পরিবারের কোনো সদস্য ভবিষ্যতে সরকার নিকট হইতে কোনরূপ পুনর্বাসন দাবী করিব না।

(Format of Lease Deed for NDP families)

This Indenture of Lease made this day of of Two Thousand and between the Governor of the State of West Bengal hereinafter referred to as “The Lessor” (which expression shall unless excluded by/or repugnant to the context be deemed to include his successors-in-office and assigns) of the One Part.

And Shri/Smt./Kumari
son/wife/daughter of residing at
Shri/Smt./Kumari
son/wife/daughter of residing at
Shri/Smt./Kumari
son/wife/daughter of residing at
Shri/Smt./Kumari
son/wife/daughter of residing at
Shri/Smt./Kumari
son/wife/daughter of residing at
Shri/Smt./Kumari
son/wife/daughter of residing at

..... hereinafter called “the Lessee” (which expression shall unless excluded by or repugnant to the context be deemed to include his/her heirs, executors, administrators, representatives and assigns) of the Other Part.

AND WHEREAS certain area of land belonging to the Government are allowed to be used refugee from East Pakistan for their residence after construction of structures of using structures of buildings already existing on such lands but some quantum of the said acquisitioned land has been occupied by some landless families, who are not refugees.

AND WHEREAS such landless families are occupying lands in such a manner that it is impossible to segregate the land occupied by them from those of occupied by displaced persons.

AND WHEREAS THE LESSEE (being the head of the family) is one such landless family who has been occupying the piece or parcel of land mentioned and described in the schedule herein under.

AND WHEREAS the Government has agreed to grant and demise the said piece of land to the LESSEE as a head of the family member along with other family members noted in the schedule for Ninety-Nine years from the date of these presents for use as homestead upon the LESSEE agreeing to pay the ground rent herein after reserved.

NOW THIS INDENTURE witnesseth that for the rehabilitation of the LESSEE along with his family who are landless persons, the LESSOR doth hereby, subject to the terms and conditions hereinafter stated, grant and demise the said land to and unto the LESSEE.

ALL THAT the piece or parcel of the land measuring Cottahs Chattaks Sq. Ft. be the same a little more or less recorded in the C.S. Dag No. of Mouza within Police Station in the District of more particularly described in the schedule hereunder written together with all rights, easements and appurtenances to the same belonging save and except all mines and mineral products, buried treasure, coal, petroleum oil and quarries whatsoever in/under of within the said land with liberty for the Lessor and his Lessee, licensee, agents and workmen and all other persons acting on his behalf to dig, search for, obtain and carry away the same on making reasonable compensation to the Lessee on account of any disturbance or damage that may be caused thereby to the surface of the said or any building standing thereon and that such compensation shall in case of dispute to be determined by an officer appointed by the Lessor for this purpose, as nearly as may be in accordance with the provision of the Land Acquisition Acts or Regulations for the time being in force, whose decision thereon shall be final.

To have and to hold the said land unto the Lessee for the period of 99 (ninety-nine) years as from the date of the presents, yielding and paying therefore the annual ground rent of Rupee one per annum at any Govt. Treasury/Sub-Treasury in West Bengal or at such other place as such other place as may be notified by the Lessor for this purpose from time to time.

2. The Lessee, to the extent that the obligation shall continue through the period of the demise, agrees and covenants with the Lessor for this purpose from time to time.
 - a) The lease period shall be for 99 years renewable at the option of the Lessor. The Lessor may, however, renew the lease of the land after the expiry of 99 years on his own or at the request of the Lessee and on such terms and conditions as considered necessary by the Lessor.
 - b) The Lessee shall use the land for the purpose of his residence.
 - c) The Lessee shall duly pay the annual ground rent at the end of every year of the tenancy from the date of the tenancy.
 - d) The Lessee shall not allow any encroachment to be made on the demised land.
 - e) The Lessee shall keep the demise land and the structures that may be erected thereon by the Lessee in a clean and sanitary condition.
 - f) The Lessee shall have proper boundary marks erected on the demised land which shall be easy of identification.
 - g) The Lessee shall pay all local Municipal taxes, rates and assessments that now are or may hereafter during the said term be imposed upon the said land or building erected thereon or upon the Lesser of the Lessee, his permitted sub-lessee or assignee in respect thereof, under any enactment for the time being in force.
 - h) The Lessee shall not to do or permit anything in or upon the demise premise or any part thereof which may be of become a nuisance, annoyance or cause damage to occupiers of other property in the neighborhood.

- i) The Lessee shall register all changes in the possession of the whole of said land or of the building erected thereon whether by transfer, succession or otherwise in the register kept in the office of the local authority having jurisdiction in the area in which the said land is situated for his purpose within one calendar month from the respective dates of such changes (and if such changes are registered in the local sub-registry under the Indian Registration Act, 1908 within one calendar month from the date of registration in such sub-registry).
- j) That all persons acting under the orders of Lessor shall be at liberty after due notice, at all reasonable time in the day time during the said terms to enter upon the said land or any building that may be that may be erected thereon for any purpose connected with the lease.
- k) The Lessee shall not be entitled to alienate the land or sub-divide the land or the buildings erected thereon save and except for partition within family members noted in the enclosed schedule.
- l) The Lessee shall have the right to mortgage or charge the lease-hold interest in the land and/or building to be erected thereon in favour of Life Insurance Corporation of India or any Nationalized or Scheduled Bank or Government or any Govt. Statutory Body or Govt. sponsored Financial Institution for the purpose of getting house building loans and for the purpose of better economic and physical improvement of the structures on the said land without any previous consent of the Government. The Lessee shall within 30 days of the date of execution of mortgage send intimation to the Lessor in writing along with a certified copy of the mortgage deed.

Provided that in the event of the sale or fore-closure of the mortgaged or charged property, the Lessor shall be entitled to claim and recover fifty per cent of the sale price of the land and it shall be the first charge having priority over the said mortgage or charge.

The land as above shall mean and include only the land as allotted to the Lessee for residential purpose and it shall not mean and include any structures built or to be thereon, and for this purpose the Lessee shall not be required to pay to the Government any part of the sale-proceeds of any structures built on the land.

3. The Lessor doth hereby agree and covenant with the Lessee that upon the Lessee duly and punctually paying the rent aforesaid and observing, fulfilling and performing the terms covenants and conditions herein on his part contained the Lessee shall peacefully enjoy the said demise land without any interruption of the Lessor.

4. The Lessee and his successors and assignees shall on the determination of the lease on the expiry of the period of lease yield up the demise premises with all buildings erected thereon and Lessee's fixtures thereto, provided that the Lessor shall pay to the Lessee the value of the said building and fixtures at the date of determination of the lease, such value to be determined in the absence of agreement by a sole arbitrator agreed upon by both the parties or in the absence of such agreement by two arbitrators, one to be appointed by each party. The provisions of the Arbitration Act, 1940 and any statutory modification thereof shall apply such arbitrations.

5. If during the period of the lease the premises are required for a public purpose or for any administrative purpose by the Lessor, the Lessor shall, in accordance with law, be at liberty to take possession of the land together with all buildings, structures and appurtenances on payment of compensation in respect thereof to be determined by the Lessor or by such officer as he may appoint for the purpose, as early as may be, in accordance with the provisions of the Land Acquisition Act or regulation for the time being in force relating to the same and the decision of the Lessor or such Officer shall be final and conclusive. The Lessee, however, shall be entitled in such a case to the right to be heard in person, or through his representative, regarding any objection that the Lessee may reasonably have against any such acquisition and compensation.

6. If the yearly rent hereby reserved or any part thereof shall at any time be in arrears and unpaid for one calendar month next after any of the said days whereon the same shall have become due, whether the same shall have been demanded or not and if there shall have been in the opinion of the Lessor or the competent authority whose decision shall be final, any breach by the Lessee or by any person claiming through or under him of any the covenants or conditions hereinbefore contained and on his part to be observed or performed then and in any such case it shall be lawful for the Lessor or any person or persons duly authorized by him notwithstanding the waiver of any previous case or right of re-entry to enter upon any part of premises hereby demised or of the building thereon or part thereof in the name of the whole to re-enter and there upon the demise and everything therein contained shall cease and determined subject to payment of such compensation for structures/improvement to land to the Lessee as may be determined by the Lessor or by any officer duly appointed in that behalf provided, however that damages on account of breach/breaches will be quantified and recovered/adjusted by the State Government from the compensation to be awarded.

7. No forfeiture or re-entry shall be effected until the Lessor has served on the Lessee a notice in writing:

- i. Specifying the particular breach complained of.
- ii. If the breach is capable of remedy, requiring the Lessee to remedy the breach and the Lessee fails within a reasonable time from the date of service of the notice to remedy the breach if it is capable of remedy, and in the event of forfeiture or re-entry the Lessor may in his discretion relieve against forfeiture on such terms and conditions as he thinks proper.

Nothing in this clause shall apply to entry for breach of covenant against unauthorised sub-division.

SCHEDULE OF FAMILY MEMBERS OF THE LESSEE

Sl. No. Name AgeRelation with the lessee.

- 1.
- 2.
- 3.
- 4.

SCHEDULE OF LAND

ALL THAT piece and parcel of land situate lying at and being in Mouza
J.L. No., C.S. Plot No., E/P.S. No., S.P.No.
LOP No., P.S. in the district of
Sub-Registration Office containing an area of cottahs chattaks sq.ft.
be the same a little more or less and butted and bounded in the manner following that is to say

- On the North by
- On the South by
- On the East by
- On the West by

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

Signed and delivered for and on behalf of the
Governor of West Bengal by the Secretary,
Refugee Relief and Rehabilitation Department,
Govt. of West Bengal.

EXECUTION IS ADMITTED

By 1.
2.
District

In the presence of :

First Witness

Address

Occupation

Second Witness

Address

Occupation

Signed by (Lessee):

- (1) Shri
- (2) Shri
- (3) Shri
- (4) Shri
- (5) Shri
- (6) Shri

In the presence of :

First Witness :

Address :

Occupation:

Second Witness:

Address :

Occupation:

Government of West Bengal
Finance (R e v e n u e) Department

ORDER

No. : 1337 – F
F.T./0/2A-13/02-Regn.

Kolkata, the 27th August, 2009.

WHEREAS the officers of the Refugee, Relief & Rehabilitation Department, Government of West Bengal (hereinafter referred to as the said Department) are required to execute registration of lease deeds in respect of homestead plots only in favour of eligible non-displaced families, now residing in different approved/recognized colonies of the State of West Bengal.

AND WHEREAS it has been decided to confer the power of the Additional District Sub-Registrar temporarily on the officers concerned of the said Department for smooth and speedy implementation of the programme taken by the said Department as per the policy of the Government towards regularisation of the non-displaced persons (landless) residing in approved/recognized refugee colonies in different districts.

NOW, THEREFORE, the Governor is pleased to a point, with immediate effect, the officers in the rank of the District Rehabilitation Officer, the Sub-Divisional Refugee Rehabilitation Officer and the Rehabilitation Officer of the said Department to be the ex-officio Additional District Sub-Registrar within their respective jurisdiction for the purpose of registration of lease deeds in connection with regularization of the non-displaced persons (landless) residing in approved/recognized refugee colonies and not for the purpose of registration of the deeds relating to transfer of land by the said lessee families by means of gift, sale and other mode of conveyance.

This order cancels this Department's Order No. 1116-F.T., Dt. the 28th July, 2009.

By order of the Government

Sd/ - N. C. Basak
Dy. Secy to the Govt. of West Bengal.

No. : 1337 / 1 (41) – F.T., Dated : 27.08.2009

Copy forwarded for information and necessary action to the:

1. The Secretary
Refugee Relief and Rehabilitation Deptt.
Writers' Building, Kolkata – 1

.....

Sd/- Illegible
Dy. Secretary to the Govt. of West Bengal.

No. : (100)
1415-Rehab-I

Dated, the 10th Sept. 2009.

Copy forwarded for information and guidance to the:

1. The A.D.H.(R.R.),
2. The D.R.O.,
3. Shri

Member, State Advisory Committee, R.R. & R. Deptt.

O.S.D. & Ex-Officio, Dy. Secretary.

CHECK – MEMO

Proposal for lease out / renewal of land in favour of Library / Social Organisation.

- 2) i. Proposal initiated for (Club/Library etc.)
ii. Name of the organization
- 2) i. Whether the organization is registered under Indian Society Registration Act 1908 (Yes/No)
ii. Year of Registration
- iii. Registration No.
- 3) i. Proposed area of land to be leased out/already leased outacres.
ii. Area proposed for/covered by the 'Building' acres.
iii. Area proposed for/used as 'Open Space'acres.
iv. L.O.P. (s) involved
v. Name of the Colony with Group & Sl. No.
vi. C.S./R.S. Dag No. (s)
vii. Mouza(s)
viii. J.L. No.
ix. P.S.
x. Status of the Land Acquired / Transferred.
xi. Notification/Declaration No., Date
(In case of acquired land)
xii. Date of receiving possession
- xiii. Name of the body to whom the
Land may be allotted
- 4) i. Whether the land is involved in my Legal matter(Yes / No)
ii. If yes give details
- 5) Do the institution get any help from
Govt. of India / Govt. of West Bengal
- 6) Please enclose the documents with the specific recommendation for leasing / renewal lease.....
 - i. Application of organisation.
 - ii. Copy of recognition / approval / registration.
 - iii. Copy of resolution of SDIC/DIC in which proposal is recommended.
 - iv. Certificate to the affect that the land is free from any encumbrances.
 - v. Site plan one in tracing cloth & two ammonia prints.
 - vi. A report on the activities of the organisation specially stating how it serves refugee families in the neighborhood.
 - vii. Copy of the audit report of last three years.
 - viii. Copy of the lease deed (for renewal case).
 - ix. Copy of the challan through lease rent paid (for renewal case).

Enquiring Officer

S.D.R.R.O./D.R.O.

S.D.O./A.D.M

CHECK - MEMO

Proposal for lease out / renewal of lease of land in favour of School / College.

- 1) Name of the School / College:
- 2) Nature of the Institution : Primary / Junior High / High / Higher Secondary / College.
(tick out the relevant one)
- 3) i) Recognised by : WBBSE / WBCHSE / Deptt. Of Edu., Govt. of W.B. / University / Others. (please specify) (tick out the relevant one)
 - ii) Year of recognition
 - iii) Tenure of recognitionyears.
 - iv) Memo No. of recognition Dt.
- 4) i) Proposed area of land to be leased out/already leased out Acres.
 - ii) Area proposed for / covered by the 'School Building'. Acres.
 - iii) Area proposed for / used as 'Open Space / Play Ground' Acres
 - iv) L.O.P. (s) involved
 - v) Name of the Colony with Group & Sl.No.
 - vi) C.S. / R.S. Dag No.(s)
 - vii) Mouza (s)
 - viii) J. L. No.(s)
 - ix) P. S.
 - x) Status of the land. Acquired / Transferred.
 - xi) Notification / Declaration No.
(in case of acquired land)
 - xii) Date of receiving possession
(in case of acquired land)
 - xiii) Name of the body to whom the land may be allotted.
- 5) For existing school only –
 - i) Classes from to
 - ii) No. of Teaching Staff
 - iii) No. of Non-Teaching Staff
 - iv) No of Students
 - v) % of Student from Refugee family
 - vi) No of Rooms Pucca / Kachcha.
- 6) Please enclose the documents with the specific recommendation for leasing / renewal of lease.
 - i) Application of School authority.
 - ii) Copy of recognition / approval.
 - iii) Copy of recognition of SDIC/DIC in which proposal is passed.
 - iv) Certificate to the effect that the land is free any encumbrances.
 - v) Site Plan one in Tracing Cloth & two Ammonia Prints.
 - vi) Consent Letter DPSC to sign in the lease deed (in case of Primary School only).
 - vii) Copy of the lease deed (for renewal case)
 - viii) Copy of the challan through lease rent paid (for renewal case).

.....
Enquiring Officer

.....
S.D.R.R.O./D.R.O.

.....
S.D.O. / A.D.M.

STANDARD FORMAT FOR DULY VETTED
DRAFT LEASE DEED for Primary School

This Indenture of Lease made this day of of Two Thousand and Between the Governments of the State of West Bengal herein referred to as “the Lessor” (which expression shall include his successor in office and assigns) of the One Part.

And the Chairman of the [Name of the District] District Primary School Council (The names of the office bearers and the members of the Executive Committee with their full description should be noted here) situated at District of hereinafter called “the Lessee” (which expression shall include their respective representative successors in office representative or their assigns) of the Other Part.

Whereas certain lands were acquired by the Government of West Bengal through its Refugee Relief & Rehabilitation Department (hereinafter referred to as the ‘Government’) under the provisions of West Bengal Land Planning & Department Act, 1948 of which the plots of land hereinafter mentioned and described in the schedule hereunder written form part and whereas the Government is seized and possessed of the lands mentioned AND Whereas the Lessee applied to the Government for grant and demise unto the Lessee the said plot of land mentioned and described in the schedule hereunder written and described in details for the purpose of construction of school building of for the benefit of the people of the locality who were displaced persons from the erstwhile East Pakistan now Bangladesh and also the people of the adjoining locality AND whereas the Government has agreed to grant and demise the said land to the Lessee on payment of Rs. 1/- per year on the terms and conditions hereinafter expressed and also in Government Order No. - Rehab dated

2. Witnesseth as follows :-

- 1) That in consideration of the Lessee paying rent, rates and taxes as may be assessed by the Government from time to time and the Municipality the governor doth hereby grant and demise unto the Lessee the plots of land mentioned and described in the scheduled hereunder written and delineated in the annexed plan with red border for a period of 99 (ninety nine) years from the date of execution of these presents with right of renewal thereafter.

- 2) That the Lessee shall not change or alter permanently the character of the said land of utilize the plots of land for any purpose of the said Primary School without the consent of the Government first had and obtained in writing.
- 3) That the Lessee shall have no right whatsoever to grant, transfer, convey or sublet the lease-hold interest in the land to any one without consent of the Government first had and obtained in writing.
- 4) That the Lessee shall pay all rent, rates and taxes and other impositions that may from time to time be imposed or levied upon the said land by the Government or any other statutory body payable either by the owner or owner or occupier thereof.

5) That all moneys that may become due and payable by the Lessee under this Lessee shall be paid by the Lessee according to the directions of the Government and upon failure to pay as aforesaid, shall be recoverable as a public demand under the West Bengal Public Demands Recovery Act or any statutory modification thereof for the time being in force. Provided always and it is hereby agreed that should the Lessee fail and/or neglect to pay the rent hereby reserved or any money which become payable by the Lessee to the Government or should the Lessee fail and/or neglect to observe, fulfill or perform any of the terms, conditions or covenants herein contained or the part of the Lessee to be observed, fulfilled and performed, the Government shall have the right to determine and demise hereby granted and re-enter and take possession of the said land mentioned and described in the schedule hereinunder written or any part thereof together with the structure standing thereon.

- 6) Provided further that should the Lessee after duly and faithfully observing and fulfilling all the terms and conditions and covenants herein written desirous of renewing the demise for a further period, shall give six months previous notice thereof then the Lessor may let out the demise for the further period of such terms and conditions as the Lessor may think fit.

The Schedule above referred to :-

All piece and parcel of land measuring more or less bearing
 Part of C.S. Plot No., Mouza -, J.L.No.
 P.S., in the District of
 butted and bounded

On the North by

On the South by

On the East by

On the West by

Under Notification No. Dated and required
 which is delineated in the annexed plan with red border and will from a part of the deed.

In witness whereof the parties to these presents have hereunto set and subscribed their respective hands the day, month and year first above written.

Signed on behalf of the
Governor of State of West Bengal by the
Commissioner, Refugee Relief and Rehabilitation Directorate,
Govt. of West Bengal/District Magistrate/Deputy Commissioner

In the presence of :

- 1.
- 2.

Signed by the Lessee :

- 1.
- 2.
- 3.
- 4.

In the presence of;

- 1.
- 2.

STANDARD FORMAT FOR DULY VETTED
DRAFT LEASE DEED for School
[Other than Primary School]

This Indenture of Lease made this day of of Two Thousand and Between the Government of the State of West Bengal herein referred to as “the Lessor” (which expression shall include his successor in office and assigns) of the One Part.

And the members of the committee of (The names of the office bearers and the members of the Executive Committee with their full description should be noted here) situated at in the District of hereinafter called “the Lessee” (which expression shall include their respective representative successors in office representative or their assigns) of the Other Part.

Whereas certain lands were acquired by the Government of West Bengal through its Refugee Relief & Rehabilitation Department (hereinafter referred to as the ‘Government’) under the provisions of West Bengal Land Planning & Department Act, 1948 of which the plots of land hereinafter mentioned and described in the schedule hereunder written form part and whereas the Government is seized and possessed of the lands mentioned AND Whereas the Lessee applied to the Government for grant and demise unto the Lessee the said plot of land mentioned and described in schedule the hereunder written and described in details for the purpose of development of school for the benefit of the people of the locality who were displaced persons from the erstwhile East Pakistan now Bangladesh and also the people of the adjoining locality AND whereas the Government has agreed to grant and demise the said land to the Lessee on payment of Rs. 1/- per year on the terms and conditions hereinafter expressed and also in Government Order No. - Rehab dated

2. Witnesseth as follows:-

- 1) That in consideration of the Lessee paying rent, rates and taxes as may be assessed by the Government from time to time and the Municipality the Governor doth hereby grant and demise unto the Lessee the plots of land mentioned and described in the scheduled hereunder written and delineated in the annexed plan with red border for a period of 99 (ninety nine) years from the date of execution of these presents with right of renewal thereafter.
- 2) That the Lessee shall not change or alter permanently the character of the said land of utilize the plots of land for any purpose of the said development of the School without the consent of the Government first had and obtained in writing.
- 3) That the Lessee shall have no right whatsoever to grant, transfer, convey or sublet the lease-hold interest in the land to any one without consent of the Government first had and obtained in writing.
- 4) That the Lessee shall pay all rent, rates and taxes and other impositions that may from time to time be imposed or levied upon the said land by the Government or any other statutory body payable either by the owner or owner or occupier thereof.

- 5) That all moneys that may become due and payable by the Lessee under this Lessee shall be paid by the Lessee according to the directions of the Government and upon failure to pay as aforesaid, shall be recoverable as a public demand under the West Bengal Public Demands Recovery Act, 1913. Provided always and it is hereby agreed that should the Lessee fail and/or neglect to pay the rent hereby reserved or any money which become payable by the Lessee to the Government or should the Lessee fail and/or neglect to observe, fulfill or perform any of the terms, conditions or covenants herein contained or the part of the Lessee to be observed, fulfilled and performed, the Government shall have the right to determine and demise hereby granted and re-enter and take possession of the said land mentioned and described in the schedule hereinunder written or any part thereof together with the structure standing thereon and in that event the lessee shall be bound to deliver back possession of the property in question to the Government.

- 6) Provided further that should the Lessee after duly and faithfully observing and fulfilling all the terms and conditions and covenants herein written desirous of renewing the demise for a further period, shall give six months previous notice thereof then the Lessor may let out the demise for the further period of such terms and conditions as the Lessor may think fit.

The Schedule above referred to :-

All piece and parcel of land measuring more or less bearing
 Part of C.S. Plot No., Mouza -, J.L.No.
 P.S., in the District of
 butted and bounded,

On the North by

On the South by

On the East by

On the West by

Which is delineated in the annexed plan with red border and will from a part of the deed.

In witness whereof the parties to these presents have hereunto set and subscribed their respective hands the day, month and year first above written.

Signed on behalf of the
Governor of State of West Bengal by the
Commissioner, Refugee Relief and Rehabilitation Directorate,
Govt. of West Bengal/District Magistrate/ADM/SDO/Deputy Commissioner

In the presence of :

- 1.
- 2.

Signed by the Lessee :

- 1.
- 2.
- 3.
- 4.

In the presence of :

- 1.
- 2.

STANDARD FORMAT FOR DULY VETTED
DRAFT LEASE DEED for for Shop-Plot

This Indenture of Lease made this day of of Two Thousand and Between the Governments of the State of West Bengal herein referred to as “the Lessor” (which expression shall include his successor in office and assigns) of the One Part.

And the Chairman of the [Name of the District] District Primary School Council (The names of the office bearers and the members of the Executive Committee with their full description should be noted here) situated at District of hereinafter called “the Lessee” (which expression shall include their respective representative successors in office representative or their assigns) of the Other Part.

Whereas certain lands were acquired by the Government of West Bengal through its Refugee Relief & Rehabilitation Department (hereinafter referred to as the ‘Government’) under the provisions of West Bengal Land Planning & Department Act, 1948 including the plots of land hereinafter mentioned and described in the schedule hereunder written And Whereas the Lessee applied to the Government for grant and demise unto the Lessee the said plot of land mentioned and described in the schedule hereunder written and described in details for the purpose of running business in the locality by persons who were displaced persons from the erstwhile East Pakistan now Bangladesh and also the people of the adjoining locality AND whereas the Government has agreed to grant and demise the said land to the Lessee on payment of Rs. 1/- per annum for the entire lease period on the terms and conditions hereinafter expressed and also in Departmental Order No. - Rehab dated

2) Witnesseth as follows :-

- 1) That in consideration of the Lessee paying rent, rates and taxes as may be assessed by the Government from time to time and the Municipality the governor/lessor doth hereby grant and demise unto the Lessee the plots of land mentioned and described in the schedule hereunder written and delineated in the annexed plan with red border for a period of 7 (seven) years from the date of execution of these presents on the terms and conditions herein mentioned.
- 2) That the Lessee shall pay the lease-rent @ 4% per annum of the land value i.e. Rs. _ /- per annum for the entire lease period and on payment of first years’ lease rent, the lessee will be given leasehold right for 7 (seven) years with the right of renewal. The annual rent shall be payable on the first date of the next year of the lease and if arrear any, shall be subject to payment of interest @ 5% per annum. The annual lease rent will increase by 10% at the time of renewal.
- 3) That the Lessee shall not change or alter permanently the character of the said land of utilise the plots of land for any purpose except for purpose of the shop (Name of the Lessee) without the consent of the Government first had and obtained in writing.
- 4) That the Lessee shall have no right whatsoever to grant, transfer, convey or sublet the lease-hold interest in the land to any one without consent of the Government first had and obtained in writing.
- 5) That the Lessee shall pay all rent, rates and taxes and other impositions that may from time to time be imposed or levied upon the said land by the Government or any other statutory body payable either by the Lessee.

- 6) That all money that may become due and payable by the Lessee under this Lessee shall be paid by the Lessee according to the directions of the Government and upon failure to pay as aforesaid, shall be recoverable as a public demand under the West Bengal Public Demands Recovery Act or any statutory modification thereof for the time being in force.
- 7) Provided always and it is hereby agreed that should the Lessee fail and/or neglect to pay the rent hereby reserved or any money which become payable by the Lessee to the Government or should the Lessee fail and/or neglect to observe, fulfill or perform any of the terms, conditions or covenants herein contained or the part of the Lessee to be observed, fulfilled and performed, then the Government/Lessor shall have the right to determine and demise hereby granted and to re-enter and take possession of the said land mentioned and described in the schedule hereinunder written or any part thereof together with the structure standing thereon.
- 8) That provided further if the Lessee after duly and faithfully observing and fulfilling all the terms and conditions and covenants herein written desirous of renewing the demise for a further period, then the Lessee shall give six months previous written notice thereof then the Governor/Lessor may let out the demise for the further period on such terms and conditions as the Governor/Lessor may think fit.

The Schedule above referred to:-

All piece and parcel of land measuring more or less being
 Part of C.S. Plot No.in Mouza - J.L.No.
 P.S., in the District of
 Butted and bounded
 On the North by
 On the South by
 On the East by
 On the West by
 and acquired vide Notification No. Dated and
 Declaration No. Dated And possession received on
 which is delineated in the annexed plan with red border and will form a
 part of the deed.

In witness whereof the parties to these presents have hereunto set and subscribed their respective hands the day, month and year first above written.

Signed on behalf of the
Governor of State of West Bengal by the
Commissioner, Refugee Relief and Rehabilitation Directorate,
Govt. of West Bengal/District Magistrate/ADM/SDO/Deputy Commissioner

In the presence of :

- 1.
- 2.

Signed by the Lessee :

- 1.
- 2.

In the presence of ;

- 1.
- 2.

STANDARD FORMAT FOR DULY VETTED
DRAFT LEASE DEED for Club/Sangha etc

This Indenture of Lease made this day of of Two Thousand and Between the Governor of the State of West Bengal hereinafter referred to as “the Lessor” (which expression shall include his successor in office and assigns) of the One Part.

And (names of the institution) a society registered under the West Bengal Society Registration Act XXVI of 1961 represented by (name and designation of the members) and located at P.S. , Kolkata -, District of hereinafter called “the Lessee” (which expression shall include their respective representative successors in office representative or their assigns) of the Other Part

WHEREAS certain lands were acquired by the Government of West Bengal through its Refugee Relief & Rehabilitation Department (hereinafter referred to as the ‘Government’) under the provisions of West Bengal Land Planning & Development Act, 1948 of which the plots of land hereinafter mentioned and described in the schedule in the hereunder written form part AND WHEREAS the Government is seized and possessed of the said plot of land measuring more or less (.....) Cottah Chittaks at L.O.P. No. corresponding to C.S.Dag No. of Mouza -, J.L. No. of (Name of colony) fully mentioned and described in the schedule hereunder written and delineated with Red Border Lines in Plan annexed herewith AND WHEREAS the Lessee approached Government for granting to the Lessee a lease of the said plot of land mentioned and described in the schedule hereunder written for the purpose of the Social Welfare Activities amongst the local people who are displaced persons from the erstwhile East Pakistan now Bangladesh and also the people of the adjoining locality AND whereas the Government has agreed to grant and demise the said land to the Lessee by way of lease at a token premium of Rs. 10/- per Cottah per annum on the terms and conditions expressed in Government Order No.-Rehab. dated and also hereinafter.

NOW THIS DEED witnesseth that in consideration of the purpose for which it is required and in consideration of the Lessee agreeing to pay Rs. /- (Rupees) only towards the agreed token rent @ Re. 1/- per Cottah per annum and also in consideration of the Lessee agreeing to pay the tax and other outgoing as assessed or to be assessed hereafter by the Government or any other authority and in further consideration of the covenants, conditions and stipulation and performed in respect of the demise plot, the Governor as Lessor doth grant and demise up to the Lessee ALL THAT THE PLOT of land mentioned and described in the Schedule hereunder written and delineated with Red Border Lines in the Plan annexed herewith TO HOLD the same for a period of 30 (thirty) years from the date of execution of these presents on the terms and conditions hereinafter expressed with an option for renewal as hereinafter provided.

2. The Lease Covenants with the Lessor as below:- :-

- 1) That the Lessee shall pay all rent, rates and taxes etc. in respect of land and usual premium of Re.1/- per Cottah per annum.
- 2) That the Lessee shall not change or alter permanently the character of the said land or utilise the plots of land for any purpose except other than the purpose of Social Welfare Activities without the consent of the Government first had and obtained in writing.
- 3) That the lease is liable to cancellation in case the land is not utilised for the purpose for which it has been leased out. That the Lessee shall have no right whatsoever to grant, transfer, convey or

sublet lease-hold interest in the land to any one without consent of the Government first had and obtained in writing.

- 4) That the Lessee shall pay all rent, rates and taxes and other impositions that may from time to time be imposed or levied upon the said land by the Government or any other statutory body payable either by the owner or occupier thereof.
- 5) That all money that may become due and payable by the Lessee under this Lessee shall be paid by the Lessee according to the directions of the Government and upon failure to pay as aforesaid, the same shall be recoverable as a public demand under the West Bengal Public Demands Recovery Act or any statutory modification thereof for the time being in force, without prejudice to the right of the Lessor under this judgment.
- 6) Provided always and it is hereby agreed that should the Lessee fail and/or neglect to pay the rent hereby reserved or any money which become payable by the Lessee to the Government or should the Lessee fail and/or neglect to observe, fulfill or perform any of the terms, conditions or covenants herein contained or the part of the Lessee to be observed, fulfilled and performed, then the Governor/Lessor shall have the right to determine and demise hereby granted and to re-enter and take possession of the said land mentioned and described in the schedule hereinunder written or any part thereof together with the structure standing thereon.
- 7) That provided further if the Lessee after duly and faithfully observing and fulfilling all the terms and conditions and covenants herein written desirous of renewing the demise for a further period, shall give six months previous notice thereof then the Lessor may let out the demise for the further period on such terms and conditions as the Lessor may think fit.

The Schedule above referred to :-

All piece and parcel of land measuring more or less being the L.O.P. No., Mouza -, J.L.No. comprising of C.S. Plot No., P.S., in the District of Butted and bounded

On the North by

On the South by

On the East by

On the West by

and acquired vide Notification No.L.Dev. Dated and Declaration No. L.Dev. Dated And possession received on.....

In witness whereof the parties to these presents have hereunto set and subscribed their respective hands the day, month and year first above written.

Signed on behalf of the
Governor of State of West Bengal by the
Commissioner, Refugee Relief and Rehabilitation Directorate,
Govt. of West Bengal/District Magistrate/ADM/SDO/Deputy Commissioner

In the presence of :

- 1.
- 2.

Signed by the Lessee :

- 1.
- 2.

In the presence of ;

- 1.
- 2.

Government of West Bengal
Refugee Relief & Rehabilitation Department
Writers' Building, Kolkata - 1

Memo No. 1216(3)-Rehab-I
10M-3/07

Dated :22/08/07

To

- 1) The Deputy R.R. Commissioner, West Bengal,
R.R. & R. Directorate, 10 Camac St., Kolkata – 17.
- 2) The Superintending Engineer,
R.R. & R. Directorate, 10 Camac St., Kolkata – 17.
- 3) The Dy. Director (Dev.)
R.R. & R. Directorate, 10 Camac St., Kolkata – 17.

The undersigned is directed to send herewith a check memo received from Finance Department in connection with approval of new Schemes in Infrastructure Development Scheme and to request him to follow the check memo while sending new schemes to this Department for sanction.

Sd/-
Joint Secretary

1216(3)-Rehab-I

Dated :22/08/07

Copy forwarded for information & taking necessary action to:

1. The Addl. District Magistrate (RR),
.....
.....

Sd/-
Joint Secretary

C H E C K M E M O

- 1) New Scheme out of State Plan Budget Administrative Approval only.
- 2) Draft Scheme to be circulated with:
 - i) Scheme Name.
 - ii) Implementing Agency.
 - iii) Executing Agency.
 - iv) Time of Implementation.
 - v) Benefit Accrued.
-Link with Annual Plan/11th Five Year Plan.
 - vi) Financial Involvement.
-Means of Finance.
 - vii) a) Vetting by appropriate Technical Authority
b) Site plan to be authenticated by Technical Authority.
For a) & b) Estimate & Site Plan to be accepted & approved by Competent Authority.
 - viii) Compliance of Tender Rules / Financial Rules.
 - ix) Monitoring guide line.
- 3) Minutes of the meeting of Departmental Approval Committee with approved Schemes separately to be forwarded in duplicate.

GOVERNMENT OF WEST BENGAL
Refugee Relief & Rehabilitation Department
Writers' Buildings, Kolkata – 700001

No. : 1230-Rehab-I/4M-12/2009

Dated, the 6th Aug'09.

From : The Joint Secretary

To : The Joint Secretary,
L.&L.R. Deptt.
Writers' Buildings, Kol-1.

As per Govt. decision, Free-hold-Title-Deed has been issued to the eligible refugee families in different G.S. colonies, which were set up on lands acquired by the Govt. in R.R.& R. Deptt. a long time ago. But the refugee families recently have been facing problems during mutation of their plots as the office of BLLROs in different districts have insisted to produce the notification under which the Govt. acquired the total land under occupation of the G.S. Colony, which does not seem to be feasible to comply with by the allottees.

To mitigate the problem of the refugees, the undersigned is directed to request him to issue necessary instruction to the D.L. & L.R.O. of different districts to render assistance to the refugee people who desires to mutate the plot of land under his effective possession in the G.S. Colonies in the basis of the Free-hold-Title-Deed issued by the Refugee Relief and rehabilitation Deptt. And on verification of the plot in the copies of L.O.P. of that colony without insisting on production of copies of notification under which the Govt. acquired the total land under occupation of the G.S. Colony.

Joint Secretary.

No : 1230/1(60)-Rehab-I
Copy forwarded to:-

Dated, the 6th Aug'09.

1. A.D.M. (RR)/ S.D.O. _____

2. D.R.O. _____

3. _____

Member, State Advisory Committee.

Joint Secretary.

Circular

Subject: Recording of Refugee land.

The R.R. & R. Department in the Govt. of West Bengal in order to Rehabilitate the displaced Refugees from East Pakistan upto 1971 had acquired land as well as obtained the same at various times by other means for their resettlement in various Government Sponsored /squatter colonies in both urban and rural area. Refugees were settled by the R.R. & R. Department by providing homestead land in the urban and agricultural land in addition to homestead land in the rural areas as the cases may be. But many problems have cropped up in recording of such beneficiaries of R.R. & R. Department land as well as the subsequent transferees of such land in a number of places all the districts and as a result there appears to be a stalemate condition in the progress of updating the ROR in respect of the refugees land.

To break this stalemate in the state of affairs the lease deed and particulars of the present occupants must be ascertained and examined carefully.

Generally three types of cases may arise:

1. Land in urban area has been leased out to refugees for 99 years. In the lease deeds, the lessees have not been permitted to alienate the land in any manner, whatsoever or part with possession of the same without special permission of the Government.
2. A gift deed is registered by the SDRRO with special powers by a process of conferment of right and title (CONRIT) in favour of a bonafide refugee and has a non transferable period of 10 years. After the lapse of 10 years the land can be transferred. In certain compassionate cases R.R. & R. Department may allow transfer before expiry of 10 years.
3. Land is also transferred to a refugee through free-hold right and deed (FHTD). The earlier lease deeds are now being converted into free hold title deed. Here also such deed bars any transfer within 10 years.
4. The R.R. & R. Department has also leased out its land to various Schools, Colleges, Clubs, Libraries, Markets, Fisheries etc. from time-to-time to various individuals or agencies also on long-term settlement basis. Here also there is a bar for transfer without prior permission of the R.R. & R. Department.

In a Proceeding with L.R. Department & R.R. & R. Department it was clearly stated that land acquired by the R.R. & R. Department and subsequently transferred to the refugees by dint of CONRIT or free hold title deed should be recorded in the name of R.R. & R. Department first and then khatians should be opened in the name of F.H.T.D. holder on the basis of possession and deed.

In fact, it is observed that the lands of the erstwhile squatter's colonies were allotted to refugees as per layout and plan made by the R.R. & R. Department. But in 90% of the cases the said refugee are occupying land according to their own sweet will.

Secondly in most of the cases the refugees have already sold their lands to non-refugees persons validly and in some cases without any permission.

However after careful consideration of the pros and cons of the cases of the refugee land and in order to up date the relevant Records of Rights it is suggested that:

1. Survey of the land should be made in respect of refugee colony if not at all surveyed. The District R.R. & R. establishment should also be involved in the exercise. The DLLRO shall take it up with the ADM (R.R.&R.) establishment should also be involved in the exercise. The DLLRO shall take it up with the ADM(R.R. & R.)
2. The district R.R. & R. Office/Sub-divisional R.R. & R. Office shall be asked to prepare a list of all R.R. & R. lands their possession as per proforma given in Annexure 'A' within a reasonable time and should be collected by the District Land & Land Reforms Officer, and transmitted to the concerned S.D.L.&L.R.O. and B.L.&L.R.O. to do the needful recording in the R.R.&R. Khatian.
3. As the deeds have been preserved haphazardly in the district R.R. & R. Office monthly, it is best that an inventory of all the lease of all the leases/deeds should also be made by the district R.R.& R./Sub-Divisional R.R. & R. Office as per proforma given in Annexure 'B' within a reasonable time. This can be computerised also for easy access and should be collected by the District Land &

Land Reforms Officer and transmitted to the concerned S.D.L. & L.R.O. and B.L. & L.R.O. to do needful recording.

4. Survey can be carried out immediately on the basis of preliminary reports as to the location of all R.R.&R. colonies and the settlement made on the basis of LOP (Land Outlay Plot no. of R.R.&R. Department) which would require patch kistwar for the whole colony and preparation of hal-sabek list of plot no.s for easy convenience. Survey can be done on the existing scale itself and new roads and other important features within the colony should be delineated without fail. R-O-Rs already framed should be cancelled as per the appropriate section under W.B.L.R. Act.
5. As per possession the recording should be made strictly except in the case of encroachers/transfers made within prohibited period of 10 years wherein the invalid transfers shall not be taken cognizance and the R-O-R shall be left in the name of the R.R.&R. Department. This applies to even cases where there is a discrepancy between the possession details the deed particulars. Possession by the refugee is the basic feature. Non-refugees in possession cannot be recognised and the land would be kept recorded in R.R.&R. Department only.
6. A Khatian should be opened in case of lease deed CONRIT or gift or F.H.T.D. if the concerned refugee has not alienated the land within the prohibitory period in a similar fashion as in pattas by doing a math Khasra under any section of the W.B.L.R. Act, 1955 as would be applicable. If the land is sold within the prohibitory period the record will stand in the name of R.R.&R. Department and not in the name of non refugee purchaser. The Proforma 'B' would be able to provide guidance.
7. If the B-II Touzi Khatian of the R.R.&R. Department has not been up-dated then it should be updated on the basis of information given in proforma 'A'.
8. For the case of a lease deed given to a refugees as in type (i) case, the refugee should be told to convert his lease deed into a free-hold right and title deed (FHTD) at the District R.R. & R. Office and then bring it for recording and in no case recording should be done on the basis of a lease deed.
9. For gift deed given to a refugee a Khatian should be opened model of which is all Annexure 'C'.
10. For free hold title deed given to a refugee recording is shown in model Khatian at Annexure 'D'.
11. For the case of settlement by the R.R. & R. Department as in the case (iv) the model Khatian is given in Annexure 'E'.

It is further impressed that correctness of recording of refugees' lands mostly depends upon the accuracy of the Survey conducted and availability of records from the R.R. & R. local office. In this connection the R.R.&R. Department may be request to facilitate information already available with them.

Immediate steps should be taken so as to complete the enter work within 3 months.

(S. Suresh Kumar)

Director of Land Records and Surveys and
Joint Land Reforms Commissioner, West Bengal.

Memo No. : 7/5061-5160/C/2000

Dated, Alipur, the 25.8.2000

Copy forwarded for information and necessary action to:

1. The Principal Secretary, Land & Land Reforms Department.
2. The Joint Secretary, Land & Land Reforms Department.
3. The District Land & Land Reforms Officer/Sub-Divisional Land & Land Reforms Officer.
4. Sri. _____
5. Sri S. Karmakar, SRO-II Library Section, Dte.
6. Sri A. Chowdhury, M.A., 'C' Group for guard file.
7. Sri T. Manna, UDA, 'C' Group for guard file.

(S. Suresh Kumar)

Director of Land Records and Surveys and
Joint Land Reforms Commissioner, West Bengal.

Annexure – ‘A’

Land Status of Refugee Colonies

Name Of The District:

Name of the Sub-Division:

Category: [G.S. urban/rural/ 149 group/175 group/607group/others]

Sl No	Name of Colony & Type	Quantum of land in acre 1)Asquired (LA Case No. be mentioned) 2) Transferred	Location of Colony Mentioning under which moqsa/Block/ Police Starion	Date(s)/of taking ocer possession of land	Quantum of vacant land in possession (Mention Plot No. (Area).	Quantum of water area/ferry/ Market/Hut Places in the Colony in acres	Area encroached in acres (if any)	Particular of lease- hold properties			Remarks
								Name(s) of the organisation	Total area	Land Schedule	
1	2	3	4	5	6	7	8	9			10

Annexure – ‘B’

Sl No.	Date of Registration	Name of Donee	Father's Name	L.O.P. No.	Mouza	C.S./ R.S. Dag No.	Area	Deed No.	Date of Execution of deed	Name of the Colony	Remarks
1	2	3	4	5	6	7	8	9	10	11	12

P R O F O R M A

Annexure – ‘C’

জিলা নং থানা		মৌজা		জেঃ এলঃ নং		খতিয়ান		
		পরগণা		রেভিনিউ সার্ভে নং		তৌজি নং		
উপস্থিত স্বত্বের			অত্র স্বত্বের দেয়			ধারা মতে ও কোন তারিখ হইতে		
খতিয়ান নং (মায় বাটা)	বিবরণ ও দখলকার (সংক্ষিপ্ত)	পরস্পর অংশ	খাজনা	সেস				মন্তব্য
					পথ ও পূত	শিক্ষা		
					পথ ও পূত	শিক্ষা		
অত্র স্বত্বের বিবরণ ও দখলদার		অংশ	অত্র স্বত্বের বিবরণ ও দখলদার		অংশ	অত্র স্বত্বের শ্রেণী এবং বিশেষ বিবরণ অনুসঙ্গ		
ধারা মতে নোট বা পরিবর্তন মোর (মোকদ্দমা নং এবং সন)								

খতিয়ান নং		অত্র স্বত্বের নিজ দখলীয় জমি					
দাগ নং	জমির রকম	মন্তব্য	জায়গার মোট পরিমাণ		দাগের মধ্যে অত্র স্বত্বের অংশ	দাগের মধ্যে অত্র স্বত্বের অংশের জমির পরিমাণ	
			এঃ	শঃ			
নিজ দখলীয় জমির মোট পরিমাণ							
অধীনস্থ স্বত্বের খাজনা প্রাপকের খতিয়ান নম্বর (মায় বাটা)		অধীনস্থ স্বত্বের বিভিন্ন খতিয়ানের ফর্দ					
অধীনস্থ স্বত্বের মোট পরিমাণ . .							
সর্ব মোট . .							

জিলা		মৌজা		জেঃ এলঃ নং		খতিয়ান নং		
থানা		পরগণা		রেভিনিউ সার্ভে নং		তোজি নং		
উপস্থিত স্বত্তের			অত্র স্বত্তের দেয়			ধারা মতে ও কোন তারিখ হইতে		
খতিয়ান নং (মায় বাটা)	বিবরণ ও দখলকার (সংশ্লিষ্ট)	পরস্পর অংশ	খাজনা	সেস				মন্তব্য
				পথ ও পুত	শিক্ষা		পথ ও পুত	
অত্র স্বত্তের বিবরণ ও দখলদার		অংশ	অত্র স্বত্তের বিবরণ ও দখলদার		অংশ	অত্র স্বত্তের শ্রেণী এবং বিশেষ বিবরণ অনুসঙ্গ		
ধারা মতে নোট বা পরিবর্তন মোর (মোকদ্দমা নং এবং সন)								

খতিয়ান নং		অত্র স্বত্বের নিজ দখলীয় জমি					
দাগ নং	জমির রকম	মন্তব্য	জায়গার মোট পরিমাণ		দাগের মধ্যে অত্র স্বত্বের অংশ	দাগের মধ্যে অত্র স্বত্বের অংশের জমির পরিমাণ	
			এঃ	শঃ			
নিজ দখলীয় জমির মোট পরিমাণ							
অধীনস্থ স্বত্বের খাজনা প্রাপকের খতিয়ান নম্বর (মায় বাটা)		অধীনস্থ স্বত্বের বিভিন্ন খতিয়ানের ফর্দ					
অধীনস্থ স্বত্বের মোট পরিমাণ . .							
সর্ব মোট . .							

Government of West Bengal
Refugee Relief & Rehabilitation Department
Writers' Building, Kol – 1

No. : 451-Rehab-III Kolkata, the 18th March, 2008.
18R-8/06

From : The Officer on special duty &
Ex-Officio Dy. Secy. To the Govt. of West Bengal.
To : The Sub-Divisional Officer,
Kalyani, Nadia.
Sub : Clarification regarding issue of deed of rectification
to the legal heirs of the donee (since deceased)
in receipt of F.H.T.D.
Ref. : Memo No 225/RR/Kalyani, dt. 6/11/06

With reference to the above, the undersigned is directed to say that he may follow the circular no. 261(20)-RR/4M-16/07, dt. 20.02.08 (copy enclosed for ready reference) for disposal of the case, the original Donee since deceased.

OSD & Ex-Officio Dy. Secretary.

Government of West Bengal
Refugee Relief & Rehabilitation Department
Writers' Building, Kolkata – 1

No. : 261(20)-RR/0/4M-16/07
2008. Kolkata, the 20th Feb,
From : The Joint Secretary.
To : 1. The D.R.R.C., West Bengal, 10, Camac Street, Kol-17
2. The Addl. Dist. Magistrate(RR),
P.O., Dist.
3. The Dy. Controller(R), Kolkata, 10, Camac Street, Kol-17
Sub : Guidance for rectification/cancellation of Deeds.

The undersigned is directed to state that guidelines to be followed for rectification/cancellation of title deeds in cases where minor/major mistakes have crept in the principle deed, have already been circulated in terms of this Department Order No. 1700-Rehab/18R-3/2000, dt. 18.07.2000.

2. The Procedures to be adopted for cancellation of title deed where the 'Donee' is agreeable or reluctant to cancel the deed have been provided separately in para 4(a) & (b) of the G.O. in accordance to which the 'Donee' is required to sign the Deed of Rectification or Deed of Cancellation, as the case may be.

3. Now the question arises as to who will sign the Deed of Rectification or Deed of Cancellation on behalf of the 'Donee' (original allottee) when the 'Donee' is not alive.

4. After careful examination of the matter, it has been observed that all the legal heir(s)/Successor(s) of the 'Donee' since deceased may be allowed to sign the deed of rectification or Deed of Cancellation as the case may be provided all the legal heir(s)/Successor(s)/Swear(s) an affidavit to the effect that he/she/they is/are the only heir(s)/Successor(s) of the Donee (original allottee) now deceased after due verification with reference to original records as to ascertain who are actual.

5. This Department Order No. 1700(25)-Rehab/18R-3/200, dated 18.07.2000 stands modified to the extent as above.

6. Other provisions of the said Government Order dated 18.07.2000.will however remain unaltered and in force.

This modification takes immediate effect.

Joint-Secretary.

Government of West Bengal
Land & Land Refoms Department
LR-(A-III) Branch
Writers' Building, Kolkata – 700 001

Memo No. : 1480 (18)-GE (M)/3M-35/09
18.03.2010.

Dated :

From : D. Bandyopadhyay, I.A.S.
Joint Secretary to the Government of West Bengal.
To : The A.D.M. and D.L.& L.R.O.
.....
.....

Sub : Important points to be ascertained before initiation of any proposal for inter-departmental transfer of Government land.

It is often seen that proposals for inter-departmental transfer of Government land -- be it vested land or land belongs to any Department of the State Government other than the Land & Land Reforms Department, are initiated by the DLLROs without proper examination of all necessary points and such proposals are sent to the Land & Land Reforms Department without adequate papers/information causing unnecessary delay in finalisation of such proposal of inter-department transfer of land. In order to avoid such delay the following instructions should carefully be noted.

1. The name of the concerned Department of the State Government who requires land. The 'Requiring Body' should be the Department itself. If the 'Requiring Body' is a Corporation or a 'Body' which functions as an Autonomous Body under the administrative control of the Department, they can not be equated with the Department itself and the land can not be transferred to the Department. In such cases such 'Requiring Body' will have to take the land on lease as per Government norms from this Department.
2. Formal proposal requesting transfer of land should come to the Land & Land Reforms Department from the concerned Department and not from the end of any sub-ordinate office of that Department. Necessary instructions have already been issued by the Land & Land Reforms Department in this regard vide this Department's Memo No. Memo No. 30258 (18)-GE (M)/3M-35/09 dated 03.07.2009. It may be the case that the land-requiring Department itself approaches the District Magistrate & Collector or the DLLRO for transfer of land instead of approaching the Land & Land Reforms Department. In that case, such formal proposal from the land requiring Department should be entertained. However, proposal from any sub-ordinate Office of a land-requiring Department e.g. any Directorate. District Head of Office like Superintendent of Police. Chief Medical Officer of Health and so on and so forth should not be entertained.
3. The proposal so furnished by the concerned Department should contain quantum of land, detailed schedule of land with plot wise break up and sketch map. A copy of the relevant letter of the land-requiring Department addressed to the District Magistrate & Collector or the DLLRO (if that happens at all) seeking transfer of land should be furnished with the proposal.
4. Before initiating any proposal for inter-departmental transfer of land as proposed by any Department of State Government who has furnished formal proposal as mentioned in point no. 2 above, the following points are required to be ascertained.
 - i) Whether the land proposed for settlement is acquired or vested.
 - ii) If acquired whether there is any case against compensation on land acquisition and whether acquisition process is complete.
 - iii) If vested how it is vested, Whether it is under W.B.E.A. Act, 1953 or W.B.L.R. Act, 1955.

- iv) Whether there is any case against vesting of land in any Court of Law of W.B.L.R.T.T. and whether the matter of vesting is still sub-judice.
 - v) Whether the land proposed for transfer is free from encroachment.
5. If the land proposed for transfer belongs to any Department of the State Government other than the Land & Land Reforms Department, then such land owing Department should first relinquish the land in favour of the Land & Land Reforms Department by issuing a formal relinquishment order containing detailed schedule of land with plot wise break up, so relinquished, together with sketch map. It shall be the responsibility of the 'Requiring Body' to get land relinquished.
 6. The classification of land should be mentioned and it should also be mentioned specially whether such recorded classification actually means agri-land or non-agri-land.
 7. Agri-land can not be considered for transfer unless the present mode of use of such agri-classified land is non-agri. In that case, a spot verification report of the concerned B.L.L.R.O. or of any competent officer as may be authorised by the B.L.L.R.O. is required.
 8. Forest land, tribal land, Barga-affected land will not be considered for transfer. Generally, water-body will also not be considered for transfer. However, if any Department of the State Government submits proposal to the Land & Land Reforms Department seeking inter-department transfer of any water body then such water-body may be considered for transfer to that Department subject to submission of an Undertaking by that Department that the nature and character of such water body will not be changed under any circumstances. Land classified as 'orchard' will not be considered for transfer to any Department of State Government. However, if the present status of the 'orchard' class of land is not orchard and if it is possible to change the character of such orchard class of land appropriately to a non-Agri class as per due procedure of law then such land may be considered for transfer to any Department of the State Government if such change of classification is recorded in the R-O-R and authenticated copy thereof is produced with the proposal.
 9. Patta land will not be considered for transfer unless and until such Patta is annulled by the concerned SDO as per due procedure of law and there is no Court case against such annulment. Even in case of annulment, authenticated copy of the proceedings of annulment should be furnished.
 10. If the Government land proposed for transferred is a road side land then before initiating such proposal it should be ensured that public interest like maintenance or broadening of the road will not be affected by such transfer. Necessary clearance from the PWD Authority or NHAI Authority of the Zilla Parishad as the case may be, should be obtained before initiating any proposal for inter-departmental transfer of road side Government land.
 11. Land will be transferred to the concerned Department, free of cost, if the purpose for which the land is required is non-commercial in nature. If the land is required by any Department for commercial purpose, such Department will have to pay full market value of the land. Therefore, at the time of furnishing any formal proposal for inter-departmental transfer of Government land to the Land & Land Reforms Department, the concerned Department who requires land should mention whether the purpose for which the land is required is a commercial purpose or a non-commercial purpose. If the land is required for a particular project, Detailed Project Report should be submitted by the concerned Department showing therein, inter alia, justification of extent of land required and statement of Income & Expenditure.
 12. Report on valuation of land together with sale data containing counter-signature of the DLLRO with due certificate, as required, should be sent with the proposal.
 13. Specific answer with supporting documents and/or relevant papers as the case may be on the aforesaid 12 points should be furnished with the proposal for inter-departmental transfer of land.

The concerned A.D.M. and D.L. & L.R.O. will send copy of this order to all the SDL&LROs and BLLROs under his jurisdiction, without fail and without any delay.

Joint Secretary of the Government of West Bengal.

Memo No. 1480 (18)/1 (85)-GE(M)

Dated : 18.03.2010

Copy forwarded for information to the :

1. A.C.S/Principal Secretary/Secretary,
2. Divisional Commissioner,
3. District Magistrate & Collector,
4. Special Secretary Land & Land Reforms Department.
5. Joint Secretary, Land & Land Reforms Department (All).
6. O.S.D. to the M.I.C., Land & Land Reforms Department in the rank of Joint Secretary.
7. P.S. to Addl. Chief Secretary & Commission General, Land & Land Reforms Department.
8. P.S. to Land Reforms Commission & Principal Secretary, Land & Land Reforms Department.
9. Deputy Secretary, GE (M) Branch.

He as requested to an range to show it to all concerned of GE(M) Branch.

10. Guard File.

Joint Secretary to the
Government of West Bengal

Memo No. /L&LR(N)/10

Dated :

Copy forwarded for information to :

- 1)
- 2) B.L. & L.R.O.,
- 3) S.L. & L.R.O., Barasat, Bongaon, Barrackpore, Basirhat.

A.D.M. & D.L. & L.R.O.North 24 Parganas, Barasat.

CHECK – MEMO

Sub : Land Transfer proposal for acres of land contained in Mouza
....., R.S No.,
J.L. No., P.S. District :
Pertaining to

1. Nature of Land :
2. Status of Land :
3. Whether vested of otherwise :
4. The year of coming up of the Colony :
5. No.of Refugee families involved :
6. Date of Squatting by Refugee settler. :
7. Date(s) from which title deeds to be Issued. :
8. Purpose of the land transfer :

Surveyor

K.G.O.-1

R.O.

Dy. Controller(R)

Government of West Bengal
Refugee Relief & Rehabilitation Department
Writers' Building, Calcutta – 1

No. : 264(65)-Rehab/
7P-1/88

Calcutta, the 25th January, 1991.

From : The Deputy Secretary.

To : 1. The District Magistrate,
2. The Sub-Divisional Officer, Barrackpore, Dist. 24-Parganas(North)

Sub : Determination of Refugee Status for the purpose of regularisation of refugee squatters'.

In partial modification of this Deptt. Memo No. 264(75)-Rehab dt. 19.01.88 read with Memo No. 1912(65)-Rehab, dt. 19.05.88 and No. 602-Rehab, dt 20.02.90 on the above subject the undersigned is directed to say that it has been decided that for the purpose of regularisation of displaced family or for the grant of a No Objection Certificate, the certificate of a duly elected President/Secretary of an approved Colony committee shall not be taken into consideration.

2. The M. Ps/M.L.As/Municipal Councilors/Commissioners/Sabhapati of Panchayet Samities / Chairman or Vice-Chairman of Notified area Authorities issuing Certificate containing all materials particulars in the proforma as stipulated in the G.O. under reference may be accepted for the purpose.

Sd/- Illegible
Deputy Secretary
25.01.91

No. 264(65)/1(75)-Rehab.

Copy forwarded for information & necessary action to the :-

1. Refugee Rehabilitation commissioner, W.B., 10, Camac Street, Cal – 17.
2. Dy. Refugee Rehabilitation commissioner, W.B., 10, Camac Street, Cal – 17.
3. Director(R), R.R. & R. Dte., 10, Camac Street, Cal – 17.
4. Dy. Director(R), R.R. & R. Dte., 10, Camac Street, Cal – 17.
5. Dy. Controller(R), R.R. & R. Dte., 5A, Dr. Nurulla Lane, Cal – 17.
6. Addl. District Magistrate, West Dinajpore, P.O.- Balurghat, Dist.- West Dinajpore. This has a reference to this Memo No. 10/RR dt. 8.1.91
7. Dist. Rehabilitation Officer,
8. Sub-Divisional Refugee Rehabilitation Officer,
9. Officer,

Calcutta, The 25th Jan, 1991.

Sd/- Illegible
Deputy Secretary
25.01.91

Government of West Bengal
Refugee Relief & Rehabilitation Department
Writers' Building, Kol – 1

No. : 356-Rehab-I/2P-90/2009

Dated, the 9th March, 09.

From : The Joint Secretary.

To : 1. The District Magistrate,

.....

2. The Addl. District Magistrate (RR),

.....

3. The Sub Divisional Officer

.....

4. Shri
Member, State Advisory Board,
R.R. & R. Department.

The existing format for affidavit being used in this Deptt. Require some modifications to incorporate the provisions for beneficiaries/legal heirs, who were born in India in refugee families that migrated to India before 25th March, 1971.

The undersigned is directed to forward herewith two such newly prepared formats to expedite the distribution of FHTD.

Joint Secretary

হ ল ফ ন্য মা ফ র ম

এতদ্বারা নিম্নসাক্ষরকারী আমি। আমরা ১) _____ পিতা। স্বামী

_____ ব্যস _____ ২) _____ করিতেছি যে আমি। আমার । আমাদের পিতামহ। পিতামহী।

পিতা। মাতা। স্বামী _____ পূর্বপাকিস্তান (অধুনা বাংলাদেশ) হইতে স্থায়ীভাবে আগত এবং

_____ কলোনীর এনুমারেশন প্লট নং _____ সার্ভে

প্লট _____ থানা _____ জেলা _____ অন্তর্ভুক্ত জমিতে ঘরবাড়ি করিয়া

_____ সাল হইতে বসবাস করিতে থাকেন এবং গত _____ তারিখে তিনি প্রয়াত হন। আমি। আমার

প্রয়াত _____ -র উত্তরাধিকারী হিসাবে উক্ত প্লটের জন্য দলিল প্রাপ্তির অধিকারী। উল্লেখ থাকে যে, আমার। আমাদের ভারতীয়

ভূমিখণ্ডে কোনো জমি। জমিখণ্ড নাই।

আরো ঘোষণা করি যে, আমার। আমাদের ভ্রাতা। ভগ্নী। ভগ্নী স্ত্রী। স্ত্রীমতী _____ সাক্ষিন

_____ বিশেষ কারণবশতঃ এখানে বর্তমানে স্থায়ীভাবে বসবাস করেন না। আমি। আমরা চাই, তার। তাদের নাম

আমার। আমাদের সঙ্গে এই প্লটের অংশীদার হিসাবে গণ্য এবং দলিল অনুন্নুপভাবে উল্লিখিত হউক। তার। তাদের অনুপস্থিতিতে তার।

তাদের অংশ আমি। আমরাই দেখাশোনা করিতেছি এবং ভবিষ্যতেও করিব এবং সে। তাহারা যখন স্থায়ীভাবে বসবাস করিতে চাইবে, তখন

নির্দিধায় কোনো ওজর আপত্তি না করিয়া তাকে। তাদের তার। তাদের অংশ বুঝাইয়া দিব।

আমার। আমাদের জ্ঞান ও বিশ্বাস মতে পূর্ববর্ণিত ঘটনাবলী এবং বিবৃতিগুলি সত্য বলিয়া ঘোষণা করিতেছি এবং ইহার কোনো অংশ

যদি পরবর্তীকালে মিথ্যা প্রতিপন্ন হয়, তবে আমাকে। আমাদের প্রদত্ত দলিল বাতিল হইয়া যাইতে পারে।

বর্তমান পরিবারভুক্ত সদস্যদের নাম :

১।

২।

৩।

ঘোষণাকারীগণের স্বাক্ষর ও টিপসই

ম্যাজিস্ট্রেটের স্বাক্ষর ও সীল :-

সনাক্তকারীর স্বাক্ষর

Government of West Bengal
Refugee Relief & Rehabilitation Department
Writers' Building, Kol – 1

No. : 357-Rehab-I/2P-90/2008 Dated, the 9th March, 09.
From : The Joint Secretary.
To : 1. The D. M,
2. The A.D. M,(RR),
3. The S.D.O.
4. Shri
Member, State Advisory Board,
R.R. & R. Department.

Sub : Determination of Refugee Status for the purpose of regularisation of family members of the original refugee squatters' now deceased.

In continuation of this Deptt's. Memo No. 1428(25)-Rehab dt. 13.04.88 the undersigned is directed to send herewith the proforma certificate for beneficiaries/legal heirs who were born in India in refugee families that migrated to India before 25th March, 1971, for necessary action.

The format is noted hereunder:-

PROFORMA CERTIFICATE

Certified that Shri/Smt.
Son/Daughter/Wife
formerly of village P.O.
Dist. P.S. Who
migrated to India on (i.e. before 25.3.1971) and since then he/she was residing at
..... P.O. Dist.
..... P.S. Was a bonafide
displaced person from the then East Pakistan (Now Bangladesh), who died on
.....

Now his/her son/daughter/grandson/grand-daughter is/are living on that plot of land as his/her legal heir(s).

.....
Signature of the Officer.
Issuing Certificate (with his Official Seal).

Joint Secretary.

Government of West Bengal
Refugee Relief & Rehabilitation Department
Writers' Building, Kol – 1

No. : 358-Rehab-I/2P-90/2008

Dated, the 9th March, 09.

Sub : Determination of Refugee Status for the purpose of regularisation of family members of the original refugee squatters' now deceased.

The undersigned is directed to inform him that the Proforma Certificate for determination of Refugee Status for the purpose of regularisation of the family members of the original squatters, now deceased is given below :-

PROFORMA CERTIFICATE

Certified that Shri/Smt.
Son/Daughter/Wife
/formerly of village P.O.
Dist. P.S. who migrated
to India on i.e. before 25.3.1971) and since then he/she was residing at
..... P.O. Dist.
..... P.S. was a bonafide displaced
person from the then East Pakistan (Now Bangladesh), who died on

Now his/her son/daughter/grandson/granddaughter is /are living on that plot of land as his/her legal heir(s).

.....
Signature of the Officer.
Issuing Certificate (with his Official Seal).

Joint Secretary.

Government of West Bengal
Refugee Relief & Rehabilitation Department
Writers' Building, Kolkata – 700 001

Memo No. : 5230(17)-Rehab-II/6P-3/2004 **Kolkata, Dated, the 2nd September, 2004**

To : 1. The Deputy RR Commissioner, West Bengal.
2. The Additional District Magistrate (RR),
All Districts (Except Purulia & Purba Medinipore).

Subject : Leasing out of shops and market plots under the control of Refugee Relief & Rehabilitation Department.

The undersigned is directed to say that this department has been considering for sometime in the past that leasing out of shops and market plots, situated within a recognised colony or on land belonging to the Refugee Relief & Rehabilitation Department, as were described under this Department's Memo No. 3173(8)-Rehab/6L-3/87 dated 17th August, 1987 and Memo No. 55-Rehab dated 8th January, 1998, should be suitable modified and additions and alteration thereto should be consolidated in the form of a general scheme. Accordingly, the following general scheme will be followed henceforth for leasing out of shops and market plots:

2. (a) In all cases, where a set of shops, establishments of commercial value etc., exist on a plot of land which may be broadly called a market or bazaar, long term settlement may be issued to the shop owners for a period of 30 years, with option for renewals of equal periods. The lessee shall be liable to pay 40% of the market value, as may be determined by the Collector of the concerned District, as one time *Salami* and yearly rent of 4% per of the market value. The annual rent will be enhanced by 10% every five years. However, no *Salami* will be chargeable during renewal of the leases.

(b) All such long term leases will be subject to the approval of all Refugee Relief & Rehabilitation Department.

(c) On receipt of clearance from the R.R. & R. Department, an officer of the District R.R. setup, not below the rank of S.D.O., will execute lease deed in favour of the shop owner, on realisation of rent payable for the first year and *Salami*, as may be determined. The annual rent shall be payable on the first date of the next year of the lease and all arrears shall be subject to payment of interest @ 5% p.a.

(d) The District R.R. Offices and Regularisation Section of the Directorate, as the case may be, shall keep a register of all markets and shop plots within their respective jurisdiction, indicating the location and area of the shop, the name of occupier/lessee, rent and salami payable, amount and period of payment towards rent/Salami and date and token number of deposition of the amount into the Government Account and other particulars to keep a track on regular realization of rent and also on settlement of shop plots yet to be settled.

3. The undersigned is further directed to say that in the case of individual applicants who are running small shops or trade, as the case may be, from their respective residential plots in a colony under this

department and have not yet been received FHTD due to commercial usage of the plot in question although they are eligible otherwise, the following provisions will be applicable for these cases.

(i) In cases, where shops are being run from the premise of his residential plot or the shop is an isolated one and not a part of regular or weekly, bazaar or a market, the lease may be offered on following terms and conditions :

- a) The applicant is a bonafide refugee.
- b) He is a normal resident of the colony where the plot is situated.
- c) He holds a trade license from the appropriate authority.
- d) There is no dispute over the plot.

(ii) Such a lease shall be a short term one for a period of 7 years with options for renewals. No Salami shall be payable for leases and the yearly rent payable will 4% of the market value of the land. The annual rent will increase by 10% at the time of renewal.

4. All such leases will have the approval of the department and the lease will be executed by officers of RR & Department, not below the rank of an SDO.

5. All Payment received under this account and related matters will be deposited to the Government Treasury under head "0235-Social Security and Welfare-01-Rehabilitation-200-Other Rehabilitation Schemes-005-Receipts from Market Schemes-05-Rent".

Officer On Special Duty &
Ex-Officio Deputy Secretary.

**Government of West Bengal
Refugee Relief & Rehabilitation Department
Writers' Building, Kolkata – 700 001**

Memo No. : 1128-Rehab-II/6P-3/2004(Pt.-I)

Dated : 1.8.08

C O R R I G E N D U M

The clause 4 of this Deptt.'s Govt. Order bearing No. 5230 (17)-Rehab-II dt. 02.09.04 will be read as "All such leases will have the approval of the department and the lease will be executed by officers of R.R. & R. Deptt. not below the rank of a Deputy Director or by officers of the district administration not below the rank of S.D.O." in place of the previous clause 4 of the aforesaid Govt. Order.

All other terms and conditions will remain unchanged.

Sd/- S. R. Chattaraj,
OSD & Ex-Officio Dy. Secretary.

Memo No. : 1128/1(30)-Rehab-II

Dated : 1.8.08

Copy forwarded for information and necessary action to:-

1. The Dy. Refugee Rehabn. Commission, W.B.,
Refugee Relief & Rehabn. Dte.
10, Camac Street,
Kolkata – 17.
2. The Addl. District Magistrate(R),
.....
.....
3. The S.D.O., Kalyani,
Dist. : Nadia
4. Office Copy.
5. 5 (five) spare copies.

OSD & Ex-Officio Dy. Secretary

Government of West Bengal
Refugee Relief & Rehabilitation Department
Writers' Building, Kolkata – 700 001

Memo No. : 1780(17)-Rehab-II/6P-3/2004 **Dated: Kolkata, the 4th December. 2006**

From : The Joint Secretary.

To : 1. The Deputy RR Commissioner, West Bengal.
R.R. & R. Directorate,
10, Camac Street, Kolkata – 700 017
2. The Additional District Magistrate (RR),
.....
(Except Purulia & Purba Medinipore).

Sub : Leasing out of shops and market plots under the control of Refugee Relief & Rehabilitation Department.

The undersigned is directed to state that it has come to the notice of this Department for some time past that the homestead plots allotted to the refugee families for rehabilitation are being used partly as a shop and partly as a residence. As a result of this, problems are being faced for issuing F.H.T.D. for the plot, as a whole.

After careful consideration of the matter, the Governor has been pleased to decide, that:

- i) In cases, where shops are being run from the premises of residential plots covering more than 25% of that plot, the lease deed will be issued over the area of land used as shop and F.H.T.D. will be issued only for the area used for residential purpose, as per existing rules of R. R. & R. Department.
- ii) In cases, where the shops are being situated on less than and up to 25% of the residential plots, Free Hold Title Deeds may be offered over the entire residential plot, as usual.

This order is issued in partial modification of this Department's Order No. 5230 (17)-Rehab-II dt. 02.03.2004.

All other terms and conditions contained in the order quoted above will remain unchanged.

Joint Secretary.

**Government of West Bengal
Refugee Relief & Rehabilitation Department
Writers' Building, Kolkata – 700 001**

Memo No. : 1153(100)-Rehab-II **Kolkata, Dated, the 22nd July 2009.**

From : The O.S.D. & Ex-Officio
Deputy Secretary.

To : 1. The Deputy RR Commissioner, West Bengal.
R.R. & R. Directorate,
10, Camac Street, Kolkata – 700 017.

2. The ADM (R),
.....
.....
(Except Purulia & Purba Medinipore).

3. The O.S.D.,
.....
.....

4. The DRO/SDRRO/R.O.
.....

Sub : Execution of lease-deeds from the district offices.

It has been observed for sometimes past that the process of execution of lease-deeds in favour of Schools, Colleges, Libraries, Clubs, and Social Welfare Organisation etc. is being delayed for a considerable period of time due to centralised system of execution from the R.R. Directorate Office.

To avoid such unnecessary delay, the Govt. in the R.R. & R. Department has decided that henceforth such execution of lease-deeds will be made from the concerned district and sub-divisional offices. An officer from the district not below the rank of S.D.O. will execute the lease-deed in such case.

O.S.D. & Ex-Officio

Deputy Secretary.

Government of West Bengal
Refugee Relief & Rehabilitation Department
Writers' Building, Kolkata – 700 001

Memo No. : 1801-Rehab/1GR-5/77

Dated: Kolkata, the 16th Feb 1977.

From : The R.C. Ganguly
Deputy Secretary.

To : The RR Commissioner, West Bengal.
R.R. & R. Directorate,
10, Camac Street, Kolkata – 700 017.

Sub:- Revocation of allotment of homestead plots in G.S. Colonies – Delegation of powers therefore.

Sir,

Allotment of homestead plots to eligible Displaced Persons Have been going on since earliest phase of rehabilitation in the state of West Bengal. The intention of the Government in the R.R.&R. Department is that such allottees shall construct dwelling houses on such plots of land as allotted to them. Reports have however been reaching the Government that a sizeable number of such plots remain unutilised for quiet long length of time. This is against the spirit of rehabilitation for want of suitable plots of lands. Many Displaced Persons, otherwise deserving, can not be offered suitable homestead plots of land.

2. The Government in the R.R.&R. Department feel that such unutilised homestead plots of land should immediately be taken over by the government by revoking the earlier allotments.

3. Till now the power of such revocation rests with the RR Commissioner, West Bengal Only. This centralisation of power in only one officer at the state Head Quarter tends to delay things. The Government in the RR department therefore are of the opinion that with immediate effect the RR Commissioner, West Bengal and Secretary to the Government of West Bengal, RR&R Department delegates such powers of Revocation to the various District Magistrates/Deputy Commissioners and Sub-Divisional Officers in the District And Sub-Divisions of West Bengal for the sake of expeditious and quicken disposal of matters relating to revocation of allotment of homestead plots in the G.S. colonies in West Bengal.

5. This order shall take immediate effect.

Yours faithfully,

Sd/-

R.C. Ganguly
Deputy Secretary.

Memo No. : 1801-Rehab/1(66)GR-5/77

Dated: Kolkata, the 16th Feb 1977.

Copy to:-

1) The District Magistrate, Krishnanagore, Nadia.

R.C. Ganguly
Deputy Secretary.

GOVERNMENT OF WEST BENGAL
Refugee Relief & Rehabilitation Department
Writers' Buildings, Kolkata – 700001.

No. : 1230-Rehab-I/4M-12/2009

Dated, the 6th Aug'09.

From : The Joint Secretary

To : The Joint Secretary,
L.&L.R. Deptt.
Writers' Buildings, Kol-1.

As per Govt. decision, Free-hold-Title-Deed has been issued to the eligible refugee families in different G.S. colonies, which were set up on lands acquired by the Govt. in R.R.& R. Deptt. a long time ago. But the refugee families recently have been facing problems during mutation of their plots as the office of BLLROs in different districts have insisted to produce the notification under which the Govt. acquired the total land under occupation of the G.S. Colony, which does not seem to be feasible to comply with by the allottees.

To mitigate the problem of the refugees, the undersigned is directed to request him to issue necessary instruction to the D.L. & L.R.O. of different districts to render assistance to the refugee people who desires to mutate the plot of land under his effective possession in the G.S. Colonies in the basis of the Free-hold-Title-Deed issued by the Refugee Relief and rehabilitation Deptt. And on verification of the plot in the copies of L.O.P. of that colony without insisting on production of copies of notification under which the Govt. acquired the total land under occupation of the G.S. Colony.

Joint Secretary.

No : 1230/1(60)-Rehab-I

Dated, the 6th Aug'09.

Copy forwarded to:-

2. A.D.M. (RR)/ S.D.O. _____
2. D.R.O. _____
3. _____
Member, State Advisory Committee.

Joint Secretary.

Circular

Subject : Recording of Refugee land.

The R.R. & R. Department in the Govt. of West Bengal in order to Rehabilitate the displaced Refugees from East Pakistan upto 1971 had acquired land as well as obtained the same at various times by other means for their resettlement in various Government Sponsored /squatter colonies in both urban and rural area. Refugees were settled by the R.R. & R. Department by providing homestead land in the urban and agricultural land in addition to homestead land in the rural areas as the cases may be. But many problems have cropped up in recording of such beneficiaries of R.R. & R. Department land as well as the subsequent transferees of such land in a number of places all the districts and as a result there appears to be a stalemate condition in the progress of updating the ROR in respect of the refugees land.

To break this stalemate in the state of affairs the lease deed and particulars of the present occupants must be ascertained and examined carefully.

Generally three types of cases may arise :

6. Land in urban area has been leased out to refugees for 99 years. In the lease deeds, the lessees have not been permitted to alienate the land in any manner, whatsoever or part with possession of the same without special permission of the Government.
7. A gift deed is registered by the SDRRO with special powers by a process of conferment of right and title (CONRIT) in favour of a bonafide refugee and has a non transferable period of 10 years. After the lapse of 10 years the land can be transferred. In certain compassionate cases R.R. & R. Department may allow transfer before expiry of 10 years.
8. Land is also transferred to a refugee through free-hold right and deed (FHTD). The earlier lease deeds are now being converted into free hold title deed. Here also such deed bars any transfer within 10 years.
9. The R.R. & R. Department has also leased out its land to various Schools, Colleges, Clubs, Libraries, Markets, Fisheries etc. from time-to-time to various individuals or agencies also on long-term settlement basis. Here also there is a bar for transfer without prior permission of the R.R. & R. Department.

In a Proceeding with L.R. Department & R.R. & R. Department it was clearly stated that land acquired by the R.R. & R. Department and subsequently transferred to the refugees by dint of CONRIT or free hold title deed should be recorded in the name of R.R. & R. Department first and then khatians should be opened in the name of F.H.T.D. holder on the basis of possession and deed.

In fact, it is observed that the lands of the erstwhile squatter's colonies were allotted to refugees as per layout and plan made by the R.R. & R. Department. But in 90% of the cases the said refugee are occupying land according to their own sweet will.

Secondly in most of the cases the refugees have already sold their lands to non-refugees persons validly and in some cases without any permission.

However after careful consideration of the pros and cons of the cases of the refugee land and in order to up date the relevant Records of Rights it is suggested that:

12. Survey of the land should be made in respect of refugee colony if not at all surveyed. The District R.R & R. establishment should also be involved in the exercise. The DLLRO shall take it up with the ADM (R.R.&R.) establishment should also be involved in the exercise. The DLLRO shall take it up with the ADM(R.R & R.)
13. The district R.R. & R. Office/Sub-divisional R.R. & R. Office shall be asked to prepare a list of all R.R. & R. lands their possession as per proforma given in Annexure 'A' within a reasonable time and should be collected by the District Land & Land Reforms Officer, and transmitted to the concerned S.D.L.&L.R.O. and B.L.&L.R.O. to do the needful recording in the R.R.&R. Khatian.
14. As the deeds have been preserved haphazardly in the district R.R. & R. Office monthly, it is best that an inventory of all the lease of all the leases/deeds should also be made by the district R.R.& R./Sub-Divisional R.R. & R. Office as per proforma given in Annexure 'B' within a reasonable time. This can be computerised also for easy access and should be collected by the District Land &

Land Reforms Officer and transmitted to the concerned S.D.L. & L.R.O. and B.L. & L.R.O. to do needful recording.

15. Survey can be carried out immediately on the basis of preliminary reports as to the location of all R.R.&R. colonies and the settlement made on the basis of LOP (Land Outlay Plot no. of R.R.&R. Department) which would require patch kistwar for the whole colony and preparation of hal-sabek list of plot no.s for easy convenience. Survey can be done on the existing scale itself and new roads and other important features within the colony should be delineated without fail. R-O-Rs already framed should be cancelled as per the appropriate section under W.B.L.R. Act.
16. As per possession the recording should be made strictly except in the case of encroachers/transfers made within prohibited period of 10 years wherein the invalid transfers shall not be taken cognizance and the R-O-R shall be left in the name of the R.R.&R. Department. This applies to even cases where there is a discrepancy between the possession details the deed particulars. Possession by the refugee is the basic feature. Non-refugees in possession cannot be recognised and the land would be kept recorded in R.R.&R. Department only.
17. A Khatian should be opened in case of lease deed CONRIT or gift or F.H.T.D. if the concerned refugee has not alienated the land within the prohibitory period in a similar fashion as in pattas by doing a math Khasra under any section of the W.B.L.R. Act, 1955 as would be applicable. If the land is sold within the prohibitory period the record will stand in the name of R.R.&R. Department and not in the name of non refugee purchaser. The Proforma 'B' would be able to provide guidance.
18. If the B-II Touzi Khatian of the R.R.&R. Department has not been up-dated then it should be updated on the basis of information given in proforma 'A'.
19. For the case of a lease deed given to a refugees as in type (i) case, the refugee should be told to convert his lease deed into a free-hold right and title deed (FHTD) at the District R.R. & R. Office and then bring it for recording and in no case recording should be done on the basis of a lease deed.
20. For gift deed given to a refugee a Khatian should be opened model of which is all Annexure 'C'.
21. For free hold title deed given to a refugee recording is shown in model Khatian at Annexure 'D'.
22. For the case of settlement by the R.R. & R. Department as in the case (iv) the model Khatian is given in Annexure 'E'.

It is further impressed that correctness of recording of refugees' lands mostly depends upon the accuracy of the Survey conducted and availability of records from the R.R. & R. local office. In this connection the R.R.&R. Department may be request to facilitate information already available with them.

Immediate steps should be taken so as to complete the enter work within 3 months.

(S. Suresh Kumar)

Director of Land Records and Surveys and
Joint Land Reforms Commissioner, West Bengal.

Memo No. : 7/5061-5160/C/2000

Dated, Alipur, the 25.8.2000

Copy forwarded for information and necessary action to:

8. The Principal Secretary, Land & Land Reforms Department.
9. The Joint Secretary, Land & Land Reforms Department.
10. The District Land & Land Reforms Officer/Sub-Divisional Land & Land Reforms Officer.
11. Sri. _____
12. Sri S. Karmakar, SRO-II Library Section, Dte.
13. Sri A. Chowdhury, M.A., 'C' Group for guard file.
14. Sri T. Manna, UDA, 'C' Group for guard file.

(S. Suresh Kumar)

Director of Land Records and Surveys and
Joint Land Reforms Commissioner, West Bengal.

Annexure – ‘A’

Land Status Of Refugee Colonies

Name Of The District:

Name of the Sub-Division:

Category: [G.S. urban/rural/ 149 group/175 group/607group/others]

Sl No	Name of Colony & Type	Quantum of land in acre 1)Asquired (LA Case No. be mentioned) 2) Transferred	Location of Colony Mentioning under which moqsa/Block/Police Starion	Date(s)/of taking ocer possession of land	Quantum of vacant land in possession (Mention Plot No. (Area).	Quantum of water area/ferry/Market/Hut Places in the Colony in acres	Area encroached in acres (if any)	Particular of lease- hold properties			Remarks
								Name(s) of the organisation	Total area	Land Schedule	
1	2	3	4	5	6	7	8	9			10

Annexure – ‘B’

P R O F O R M A

Sl No.	Date of Registration	Name of Donee	Father's Name	L.O.P. No.	Mouza	C.S./R.S. Dag No.	Area	Deed No.	Date of Execution of deed	Name of the Colony	Remarks
1	2	3	4	5	6	7	8	9	10	11	12

Annexure – ‘C’

জিলা নং থানা		মৌজা		জেঃ এলঃ নং		খতিয়ান			
উপস্থিত স্বত্তের		পরগণা		রেভিনিউ সার্ভে নং		তৌজি নং			
খতিয়ান নং (মায় বাটা)		বিবরণ ও দখলকার (সংক্ষিপ্ত)		পরস্পর অংশ		অত্র স্বত্তের দেয়			
মন্তব্য		খাজনা		সেস		ধারা মতে ও কোন তারিখ হইতে			
পথ ও পূত		শিক্ষা		পথ ও পূত		শিক্ষা			
অত্র স্বত্তের বিবরণ ও দখলদার		অংশ		অত্র স্বত্তের বিবরণ ও দখলদার		অংশ		অত্র স্বত্তের শ্রেণী এবং বিশেষ বিবরণ অনুসঙ্গ	
ধারা মতে নোট বা পরিবর্তন মোর (মোকদ্দমা নং এবং সন)									

খতিয়ান নং		অত্র স্বত্বের নিজ দখলীয় জমি					
দাগ নং	জমির ব্রকম	মন্তব্য	জায়গার মোট পরিমাণ		দাগের মধ্যে অত্র স্বত্বের অংশ	দাগের মধ্যে অত্র স্বত্বের অংশের জমির পরিমাণ	
			এ:	শ:			
নিজ দখলীয় জমির মোট পরিমাণ							
অধীনস্থ স্বত্বের খাজনা প্রাপকের খতিয়ান নম্বর (মায় বাটা)		অধীনস্থ স্বত্বের বিভিন্ন খতিয়ানের ফর্দ					
অধীনস্থ স্বত্বের মোট পরিমাণ . .							
সর্ব মোট . .							

জিলা		মৌজা		জেঃ এলঃ নং		খতিয়ান নং			
থানা		পরগণা		রেভিনিউ সার্ভে নং		তোজি নং			
উপস্থিত স্বত্তের			অত্র স্বত্তের দেয়			মন্তব্য		ধারা মতে ও কোন তারিখ হইতে	
খতিয়ান নং (মায় বাটা)	বিবরণ ও দখলকার (সংক্ষিপ্ত)		খাজনা	সেস				পথ ও পূত	শিক্ষা
পরস্পর অংশ				পথ ও পূত	শিক্ষা				
অত্র স্বত্তের বিবরণ ও দখলদার				অংশ	অত্র স্বত্তের বিবরণ ও দখলদার			অংশ	অত্র স্বত্তের শ্রেণী এবং বিশেষ বিবরণ অনুসঙ্গ
ধারা মতে লোট বা পরিবর্তন মোর (মোকদ্দমা নং এবং সন)									

খতিয়ান নং		অত্র স্বয়ের নিজ দখলীয় জমি					
দাগ নং	জমির রকম	মন্তব্য	জায়গার মোট পরিমাণ		দাগের মধ্যে অত্র স্বয়ের অংশ	দাগের মধ্যে অত্র স্বয়ের অংশের জমির পরিমাণ	
			এঃ	শঃ			
নিজ দখলীয় জমির মোট পরিমাণ							
অধীনস্থ স্বয়ের খাজনা প্রাপকের খতিয়ান নম্বর (মায় বাটা)		অধীনস্থ স্বয়ের বিভিন্ন খতিয়ানের ফর্দ					
					অধীনস্থ স্বয়ের মোট পরিমাণ . .		
					সর্ব মোট . .		

Government of West Bengal
Refugee Relief & Rehabilitation Department
Writers' Building, Kol – 1

No. : 451-Rehab-III Kolkata, the 18th March, 2008.
18R-8/06

From : The Officer on special duty &
Ex-Officio Dy. Secy. To the Govt. of West Bengal.

To : The Sub-Divisional Officer,
Kalyani, Nadia.

Sub : Clarification regarding issue of deed of rectification to the legal heirs of the donee (since deceased)
in receipt of F.H.T.D.

Ref. : Memo No 225/RR/Kalyani, dt. 6/11/06

With reference to the above, the undersigned is directed to say that he may follow the circular no. 261(20)-RR/4M-16/07, dt. 20.02.08 (copy enclosed for ready reference) for disposal of the case, the original Donee since deceased.

OSD & Ex-Officio Dy. Secretary.

Government of West Bengal
Refugee Relief & Rehabilitation Department
Writers' Building, Kolkata – 1

No. : 261(20)-RR/0/4M-16/07 Kolkata, the 20th Feb, 2008.

From : The Joint Secretary.

To : 1. The D.R.R.C., West Bengal, 10, Camac Street, Kol-17
2. The Addl. Dist. Magistrate(RR),
P.O., Dist.
3. The Dy. Controller(R), Kolkata, 10, Camac Street, Kol-17

Sub : Guidance for rectification/cancellation of Deeds.

The undersigned is directed to state that guidelines to be followed for rectification/cancellation of title deeds in cases where minor/major mistakes have crept in the principle deed, have already been circulated in terms of this Department Order No. 1700-Rehab/18R-3/2000, dt. 18.07.2000.

2. The Procedures to be adopted for cancellation of title deed where the 'Donee' is agreeable or reluctant to cancel the deed have been provided separately in para 4(a) & (b) of the G.O. in accordance to which the 'Donee' is required to sign the Deed of Rectification or Deed of Cancellation, as the case may be.

3. Now the question arises as to who will sign the Deed of Rectification or Deed of Cancellation on behalf of the 'Donee' (original allottee) when the 'Donee' is not alive.

4. After careful examination of the matter, it has been observed that all the legal heir(s)/Successor(s) of the 'Donee' since deceased may be allowed to sign the deed of rectification or Deed of Cancellation as the case may be provided all the legal heir(s)/Successor(s)/Swear(s) an affidavit to the effect that he/she/they is/are the only heir(s)/Successor(s) of the Donee (original allottee) now deceased after due verification with reference to original records as to ascertain who are actual.

5. This Department Order No. 1700(25)-Rehab/18R-3/200, dated 18.07.2000 stands modified to the extent as above.

6. Other provisions of the said Government Order dated 18.07.2000.will however remain unaltered and in force.

This modification takes immediate effect.

Joint-Secretary.

Government of West Bengal
Land & Land Refoms Department
LR-(A-III) Branch
Writers' Building, Kolkata – 700 001

Memo No. : 1480 (18)-GE (M)/3M-35/09

Dated : 18.03.2010.

From : D. Bandyopadhyay, I.A.S.

Joint Secretary to the Government of West Bengal.

To : The A.D.M. and D.L. & L.R.O.

.....

Sub: Important points to be ascertained before initiation of any proposal for inter-departmental transfer of Government land.

It is often seen that proposals for inter-departmental transfer of Government land -- be it vested land or land belongs to any Department of the State Government other than the Land & Land Reforms Department, are initiated by the DLLROs without proper examination of all necessary points and such proposals are sent to the Land & Land Reforms Department without adequate papers/information causing unnecessary delay in finalisation of such proposal of inter-department transfer of land. In order to avoid such delay the following instructions should carefully be noted.

- The name of the concerned Department of the State Government who requires land. The 'Requiring Body' should be the Department itself. If the 'Requiring Body' is a Corporation or a 'Body' which functions as an Autonomous Body under the administrative control of the Department, they can not be equated with the Department itself and the land can not be transferred to the Department. In such cases such 'Requiring Body' will have to take the land on lease as per Government norms from this Department.
- Formal proposal requesting transfer of land should come to the Land & Land Reforms Department from the concerned Department and not from the end of any sub-ordinate office of that Department. Necessary instructions have already been issued by the Land & Land Reforms Department in this regard vide this Department's Memo No. Memo No. 30258 (18)-GE (M)/3M-35/09 dated 03.07.2009. It may be the case that the land-requiring Department itself approaches the District Magistrate & Collector or the DLLRO for transfer of land instead of approaching the Land & Land Reforms Department. In that case, such formal proposal from the land requiring Department should be entertained. However, proposal from any sub-ordinate Office of a land-requiring Department e.g. any Directorate. District Head of Office like Superintendent of Police. Chief Medical Officer of Health and so on and so forth should not be entertained.
- The proposal so furnished by the concerned Department should contain quantum of land, detailed schedule of land with plot wise break up and sketch map. A copy of the relevant letter of the land-requiring Department addressed to the District Magistrate & Collector or the DLLRO (if that happens at all) seeking transfer of land should be furnished with the proposal.
- Before initiating any proposal for inter-departmental transfer of land as proposed by any Department of State Government who has furnished formal proposal as mentioned in point no. 2 above, the following points are required to be ascertained.
 - ✓ Whether the land proposed for settlement is acquired or vested.
 - ✓ If acquired whether there is any case against compensation on land acquisition and whether acquisition process is complete.
 - ✓ If vested how it is vested, Whether it is under W.B.E.A. Act, 1953 or W.B.L.R. Act, 1955.
 - ✓ Whether there is any case against vesting of land in any Court of Law of W.B.L.R.T.T. and whether the matter of vesting is still sub-judice.
 - ✓ Whether the land proposed for transfer is free from encroachment.

- If the land proposed for transfer belongs to any Department of the State Government other than the Land & Land Reforms Department, then such land owing Department should first relinquish the land in favour of the Land & Land Reforms Department by issuing a formal relinquishment order containing detailed schedule of land with plot wise break up, so relinquished, together with sketch map. It shall be the responsibility of the 'Requiring Body' to get land relinquished.
- The classification of land should be mentioned and it should also be mentioned specially whether such recorded classification actually means agri-land or non-agri-land.
- Agri-land can not be considered for transfer unless the present mode of use of such agri-classified land is non-agri. In that case, a spot verification report of the concerned B.L.L.R.O. or of any competent officer as may be authorised by the B.L.L.R.O. is required.
- Forest land, tribal land, Barga-affected land will not be considered for transfer. Generally, water-body will also not be considered for transfer. However, if any Department of the State Government submits proposal to the Land & Land Reforms Department seeking inter-department transfer of any water body then such water-body may be considered for transfer to that Department subject to submission of an Undertaking by that Department that the nature and character of such water body will not be changed under any circumstances. Land classified as 'orchard' will not be considered for transfer to any Department of State Government. However, if the present status of the 'orchard' class of land is not orchard and if it is possible to change the character of such orchard class of land appropriately to a non-Agri class as per due procedure of law then such land may be considered for transfer to any Department of the State Government if such change of classification is recorded in the R-O-R and authenticated copy thereof is produced with the proposal.
- Patta land will not be considered for transfer unless and until such Patta is annulled by the concerned SDO as per due procedure of law and there is no Court case against such annulment. Even in case of annulment, authenticated copy of the proceedings of annulment should be furnished.
- If the Government land proposed for transferred is a road side land then before initiating such proposal it should be ensured that public interest like maintenance or broadening of the road will not be affected by such transfer. Necessary clearance from the PWD Authority or NHAI Authority of the Zilla Parishad as the case may be, should be obtained before initiating any proposal for inter-departmental transfer of road side Government land.
- Land will be transferred to the concerned Department, free of cost, if the purpose for which the land is required is non-commercial in nature. If the land is required by any Department for commercial purpose, such Department will have to pay full market value of the land. Therefore, at the time of furnishing any formal proposal for inter-departmental transfer of Government land to the Land & Land Reforms Department, the concerned Department who requires land should mention whether the purpose for which the land is required is a commercial purpose or a non-commercial purpose. If the land is required for a particular project, Detailed Project Report should be submitted by the concerned Department showing therein, inter alia, justification of extent of land required and statement of Income & Expenditure.
- Report on valuation of land together with sale data containing counter-signature of the DLLRO with due certificate, as required, should be sent with the proposal.
- Specific answer with supporting documents and/or relevant papers as the case may be on the aforesaid 12 points should be furnished with the proposal for inter-departmental transfer of land.

The concerned A.D.M. and D.L. & L.R.O. will send copy of this order to all the SDL&LROs and BLLROs under his jurisdiction, without fail and without any delay.

Joint Secretary of the Government of West Bengal.

Copy forwarded for information to the :

- 11. A.C.S/Principal Secretary/Secretary,
- 12. Divisional Commissioner,
- 13. District Magistrate & Collector,
- 14. Special Secretary Land & Land Reforms Department.
- 15. Joint Secretary, Land & Land Reforms Department (All).
- 16. O.S.D. to the M.I.C., Land & Land Reforms Department in the rank of Joint Secretary.
- 17. P.S. to Addl. Chief Secretary & Commission General, Land & Land Reforms Department.
- 18. P.S. to Land Reforms Commission & Principal Secretary, Land & Land Reforms Department.
- 19. Deputy Secretary, GE (M) Branch.

He as requested to an range to show it to all concerned of GE(M) Branch.

- 20. Guard File.

Joint Secretary to the
Government of West Bengal

Memo No. /L&LR(N)/10 Dated :

Copy forwarded for information to :

- 4)
- 5) B.L. & L.R.O.,
- 6) S.L. & L.R.O., Barasat, Bongaon, Barrackpore, Basirhat.

A.D.M. & D.L. & L.R.O. North 24 Parganas, Barasat.

CHECK – MEMO

Sub : Land Transfer proposal for acres of land contained in Mouza
....., R.S No.,
J.L. No., P.S. District :
Pertaining to

1. Nature of Land :
2. Status of Land :
3. Whether vested of otherwise :
4. The year of coming up of the Colony :
5. No.of Refugee families involved :
6. Date of Squatting by Refugee settler. :
7. Date(s) from which title deeds to be Issued. :
8. Purpose of the land transfer :

Surveyor

K.G.O.-1

R.O.

Dy. Controller(R)

Government of West Bengal
Refugee Relief & Rehabilitation Department
Writers' Building, Calcutta – 1

No. : 264(65)-Rehab/
7P-1/88

Calcutta, the 25th January, 1991.

From : The Deputy Secretary.

To : 1. The District Magistrate,
2. The Sub-Divisional Officer, Barrackpore, Dist. 24-Parganas(North)

Sub : Determination of Refugee Status for the purpose of regularisation of refugee squatters'.

In partial modification of this Deptt. Memo No. 264(75)-Rehab dt. 19.01.88 read with Memo No. 1912(65)-Rehab, dt. 19.05.88 and No. 602-Rehab, dt 20.02.90 on the above subject the undersigned is directed to say that it has been decided that for the purpose of regularisation of displaced family or for the grant of a No Objection Certificate, the certificate of a duly elected President/Secretary of an approved Colony committee shall not be taken into consideration.

2. The M. Ps/M.L.As/Municipal Councillors/Commissioners/Sabhpati of Panchayet Samities / Chairmans or Vice-Chairmans of Notified area Authorities issuing Certificate containing all materials particulars in the proforma as stipulated in the G.O. under reference may be accepted for the purpose.

Sd/- Illegible
Deputy Secretary
25.01.91

No. 264(65)/1(75)-Rehab.

Copy forwarded for information & necessary action to the :-

1. Refugee Rehabilitation commissioner, W.B., 10, Camac Street, Cal – 17.
2. Dy. Refugee Rehabilitation commissioner, W.B., 10, Camac Street, Cal – 17.
3. Director(R), R.R. & R. Dte., 10, Camac Street, Cal – 17.
4. Dy. Director(R), R.R. & R. Dte., 10, Camac Street, Cal – 17.
5. Dy. Controller(R), R.R. & R. Dte., 5A, Dr. Nurulla Lane, Cal – 17.
6. Addl. District Magistrate, West Dinajpore, P.O.- Balurghat, Dist.- West Dinajpore. This has a reference to this Memo No. 10/RR dt. 8.1.91
7. Dist. Rehabilitation Officer,
8. Sub-Divisional Refugee Rehabilitation Officer,
9. Officer,

Calcutta, The 25th Jan, 1991.

Sd/- Illegible
Deputy Secretary
25.01.91

Government of West Bengal
Refugee Relief & Rehabilitation Department
Writers' Building, Kol – 1

No. : 356-Rehab-I/2P-90/2009

Dated, the 9th March, 09.

From : The Joint Secretary.

To :
1. The District Magistrate,
2. The Addl. District Magistrate.....
3. The Sub Divisional Officer
4. Shri
Member, State Advisory Board,
R.R. & R. Department.

The existing format for affidavit being used in this Deptt. Require some modifications to incorporate the provisions for beneficiaries/legal heirs, who were born in India in refugee families that migrated to India before 25th March, 1971.

The undersigned is directed to forward herewith two such newly prepared formats to expedite the distribution of FHTD.

Joint Secretary

হ ল ফ ল্য মা ফ র ম

এতদ্বারা নিম্নসাক্ষরকারী আমি। আমরা ১) _____ পিতা। স্বামী

_____ ব্যস ২) _____ করিতেছি যে আমি। আমার । আমাদের পিতামহ। পিতামহী।

পিতা। মাতা। স্বামী _____ পূর্বপাকিস্তান (অধুনা বাংলাদেশ) হইতে স্থায়ীভাবে আগত এবং

_____ কলোনীর এনুমারেশন প্লট নং _____ সার্ভে

প্লট _____ থানা _____ জেলা _____ অন্তর্ভুক্ত জমিতে ঘরবাড়ি করিয়া

_____ সাল হইতে বসবাস করিতে থাকেন এবং গত _____ তারিখে তিনি প্রয়াত হন। আমি। আমার

প্রয়াত _____ -র উত্তরাধিকারী হিসাবে উক্ত প্লটের জন্য দলিল প্রাপ্তির অধিকারী। উল্লেখ থাকে যে, আমার। আমাদের ভারতীয়

ভূমিখণ্ডে কোনো জমি। জমিখণ্ড নাই।

আরো ঘোষণা করি যে, আমার। আমাদের ভ্রাতা। ভগ্নী। ভগ্নী স্ত্রী। স্ত্রীমতী _____ সাক্ষিন

_____ বিশেষ কারণবশতঃ এখানে বর্তমানে স্থায়ীভাবে বসবাস করেন না। আমি। আমরা চাই, তার। তাদের নাম

আমার। আমাদের সঙ্গে এই প্লটের অংশীদার হিসাবে গণ্য এবং দলিল অনুন্নপভাবে উল্লিখিত হউক। তার। তাদের অনুপস্থিতিতে তার।

তাদের অংশ আমি। আমরাই দেখাশোনা করিতেছি এবং ভবিষ্যতেও করিব এবং সে। তাহারা যখন স্থায়ীভাবে বসবাস করিতে চাইবে, তখন

নির্দিধায় কোনো ওজর আপত্তি না করিয়া তাকে। তাদের তার। তাদের অংশ বুঝাইয়া দিব।

আমরা। আমাদের জ্ঞান ও বিশ্বাস মতে পূর্ববর্ণিত ঘটনাবলী এবং বিবৃতিগুলি সত্য বলিয়া ঘোষণা করিতেছি এবং ইহার কোনো অংশ

যদি পরবর্তীকালে মিথ্যা প্রতিপন্ন হয়, তবে আমাকে। আমাদের প্রদত্ত দলিল বাতিল হইয়া যাইতে পারে।

বর্তমান পরিবারভুক্ত সদস্যদের নাম :

১।

২।

৩।

ঘোষণাকারীগণের স্বাক্ষর ও টিপসই

ম্যাজিস্ট্রেটের স্বাক্ষর ও সীল :-

সনাক্তকারীর স্বাক্ষর

Government of West Bengal
Refugee Relief & Rehabilitation Department
Writers' Building, Kol – 1

No. : 357-Rehab-I/2P-90/2008

Dated, the 9th March, 09.

From : The Joint Secretary.

To :

1. The D. M,
2. The A.D. M,(RR),
3. The S.D.O.
4. Shri
Member, State Advisory Board, R.R. & R. Department.

Sub : Determination of Refugee Status for the purpose of regularisation of family members of the original refugee squatters' now deceased.

In continuation of this Deptt's. Memo No. 1428(25)-Rehab dt. 13.04.88 the undersigned is directed to send herewith the proforma certificate for beneficiaries/legal heirs who were born in India in refugee families that migrated to India before 25th March, 1971, for necessary action.

The format is noted hereunder:-

PROFORMA CERTIFICATE

Certified that Shri/Smt.
Son/Daughter/Wife
formerly of village P.O.
Dist. P.S. Who
migrated to India on (i.e. before 25.3.1971) and since then he/she was residing at
..... P.O. Dist.
..... P.S. Was a bonafide displaced
person from the then East Pakistan (Now Bangladesh), who died on

Now his/her son/daughter/grandson/grand-daughter is/are living on that plot of land as his/her legal heir(s).

.....
Signature of the Officer.
Issuing Certificate (with his Official Seal).

Joint Secretary.

Government of West Bengal
Refugee Relief & Rehabilitation Department
Writers' Building, Kol – 1

No. : 358-Rehab-I/2P-90/2008

Dated, the 9th March, 09.

Sub : Determination of Refugee Status for the purpose of regularisation of family members of the original refugee squatters' now deceased.

The undersigned is directed to inform him that the Proforma Certificate for determination of Refugee Status for the purpose of regularisation of the family members of the original squatters, now deceased is given below :-

PROFORMA CERTIFICATE

Certified that Shri/Smt.
Son/Daughter/Wife /formerly of
village P.O. Dist.
..... P.S. who migrated to India
on i.e. before 25.3.1971) and since then he/she was residing at
..... P.O. Dist.
P.S. was a bonafide displaced person from the then East
Pakistan (Now Bangladesh), who died on

Now his/her son/daughter/grandson/granddaughter is /are living on that plot of land as his/her legal heir(s).

.....
Signature of the Officer.
Issuing Certificate (with his Official Seal).

Joint Secretary.

Government of West Bengal
Refugee Relief & Rehabilitation Department
Writers' Building, Kolkata – 700 001

Memo No. : 5230(17)-Rehab-II/6P-3/2004 **Kolkata, Dated, the 2nd September. 2004**

To : 1. The Deputy RR Commissioner, West Bengal.
2. The Additional District Magistrate (RR),
All Districts (Except Purulia & Purba Medinipore).

Subject : Leasing out of shops and market plots under the control of Refugee Relief & Rehabilitation Department.

The undersigned is directed to say that this department has been considering for sometime in the past that leasing out of shops and market plots, situated within a recognised colony or on land belonging to the Refugee Relief & Rehabilitation Department, as were described under this Department's Memo No. 3173(8)-Rehab/6L-3/87 dated 17th August, 1987 and Memo No. 55-Rehab dated 8th January, 1998, should be suitable modified and additions and alteration thereto should be consolidated in the form of a general scheme. Accordingly, the following general scheme will be followed henceforth for leasing out of shops and market plots:

2. (a) In all cases, where a set of shops, establishments of commercial value etc., exist on a plot of land which may be broadly called a market or bazaar, long term settlement may be issued to the shop owners for a period of 30 years, with option for renewals of equal periods. The lessee shall be liable to pay 40% of the market value, as may be determined by the Collector of the concerned District, as one time *Salami* and yearly rent of 4% per of the market value. The annual rent will be enhanced by 10% every five years. However, no *Salami* will be chargeable during renewal of the leases.

(b) All such long term leases will be subject to the approval of all Refugee Relief & Rehabilitation Department.

(c) On receipt of clearance from the R.R. & R. Department, an officer of the District R.R. setup, not below the rank of S.D.O., will execute lease deed in favour of the shop owner, on realisation of rent payable for the first year and *Salami*, as may be determined. The annual rent shall be payable on the first date of the next year of the lease and all arrears shall be subject to payment of interest @ 5% p.a.

d) The District R.R. Offices and Regularisation Section of the Directorate, as the case may be, shall keep a register of all markets and shop plots within their respective jurisdiction, indicating the location and area of the shop, the name of occupier/lessee, rent and salami payable, amount and period of payment towards rent/Salami and date and token number of deposition of the amount into the Government Account and other particulars to keep a track on regular realization of rent and also on settlement of shop plots yet to be settled.

3. The undersigned is further directed to say that in the case of individual applicants who are running small shops or trade, as the case may be, from their respective residential plots in a colony under this department and have not yet been received FHTD due to commercial usage of the plot in question although they are eligible otherwise, the following provisions will be applicable for these cases.

(i) In cases, where shops are being run from the premise of his residential plot or the shop is an isolated one and not a part of regular or weekly, bazaar or hat or a market, the lease may be offered on following terms and conditions :

- a) The applicant is a bonafide refugee.
- b) He is a normal resident of the colony where the plot is situated.
- c) He holds a trade license from the appropriate authority.
- d) There is no dispute over the plot.

(ii) Such a lease shall be a short term one for a period of 7 years with options for renewals. No Salami shall be payable for leases and the yearly rent payable will 4% of the market value of the land. The annual rent will increase by 10% at the time of renewal.

6. All such leases will have the approval of the department and the lease will be executed by officers of RR & Department, not below the rank of an SDO.

7. All Payment received under this account and related matters will be deposited to the Government Treasury under head "0235-Social Security and Welfare-01-Rehabilitation-200-Other Rehabilitation Schemes-005-Receipts from Market Schemes-05-Rent".

Officer On Special Duty &
Ex-Officio Deputy Secretary.

**Government of West Bengal
Refugee Relief & Rehabilitation Department
Writers' Building, Kolkata – 700 001**

**Memo No. : 1128-Rehab-II/6P-3/2004(Pt.-I)
1.8.08**

Dated :

C O R R I G E N D U M

The clause 4 of this Deptt.'s Govt. Order bearing No. 5230 (17)-Rehab-II dt. 02.09.04 will be read as "All such leases will have the approval of the department and the lease will be executed by officers of R.R. & R. Deptt. not below the rank of a Deputy Director or by officers of the district administration not below the rank of S.D.O." in place of the previous clause 4 of the aforesaid Govt. Order.

All other terms and conditions will remain unchanged.

Sd/- S. R. Chattaraj,
OSD & Ex-Officio Dy. Secretary.

Memo No. : 1128/1(30)-Rehab-II

Dated : 1.8.08

Copy forwarded for information and necessary action to :-

1. The Dy. Refugee Rehabn. Commission, W.B.,
2. Refugee Relief & Rehabn. Dte.
10, Camac Street, Kolkata – 17.
3. The Addl. District Magistrate(R),
.....
4. The S.D.O., Kalyani, Dist. : Nadia
5. Office Copy.
6. 5 (five) spare copies.

OSD & Ex-Officio Dy. Secretary

Government of West Bengal
Refugee Relief & Rehabilitation Department
Writers' Building, Kolkata – 700 001

Memo No. : 1780(17)-Rehab-II/6P-3/2004 **Dated: Kolkata, the 4th December. 2006**

From : The Joint Secretary.

To : 1. The Deputy RR Commissioner, West Bengal.
R.R. & R. Directorate,
10, Camac Street, Kolkata – 700 017

2. The Additional District Magistrate (RR),
.....
(Except Purulia & Purba Medinipore).

Sub : Leasing out of shops and market plots under the control of Refugee Relief & Rehabilitation Department.

The undersigned is directed to state that it has come to the notice of this Department for some time past that the homestead plots allotted to the refugee families for rehabilitation are being used partly as a shop and partly as a residence. As a result of this, problems are being faced for issuing F.H.T.D. for the plot, as a whole.

After careful consideration of the matter, the Governor has been pleased to decide, that:

- iii) In cases, where shops are being run from the premises of residential plots covering more than 25% of that plot, the lease deed will be issued over the area of land used as shop and F.H.T.D. will be issued only for the area used for residential purpose, as per existing rules of R. R. & R. Department.
- iv) In cases, where the shops are being situated on less than and up to 25% of the residential plots, Free Hold Title Deeds may be offered over the entire residential plot, as usual.

This order is issued in partial modification of this Department's Order No. 5230 (17)-Rehab-II dt. 02.03.2004.

All other terms and conditions contained in the order quoted above will remain unchanged.

Joint Secretary.

**Government of West Bengal
Refugee Relief & Rehabilitation Department
Writers' Building, Kolkata – 700 001**

Memo No. : 1153(100)-Rehab-II Kolkata, Dated, the 22nd July 2009.

From : The O.S.D. & Ex-Officio
Deputy Secretary.

- To :
1. The Deputy RR Commissioner, West Bengal.
R.R. & R. Directorate,
10, Camac Street, Kolkata – 700 017.
 2. The ADM (R),
.....
.....
(Except Purulia & Purba Medinipore).
 3. The O.S.D.,
.....
.....
 4. The DRO/SDRRO/R.O.
.....
.....

Sub : Execution of lease-deeds from the district offices.

It has been observed for sometimes past that the process of execution of lease-deeds in favour of Schools, Colleges, Libraries, Clubs, Social Welfare Organisation etc. is being delayed for a considerable period of time due to centralised system of execution from the R.R. Directorate Office.

To avoid such unnecessary delay, the Govt. in the R.R. & R. Department has decided that henceforth such execution of lease-deeds will be made from the concerned district and sub-divisional offices. An officer from the district not below the rank of S.D.O. will execute the lease-deed in such case.

O.S.D. & Ex-Officio
Deputy Secretary.

Government West Bengal
Refugee Relief & Rehabilitation Department
Writers' Buildings, Kolkata 700 001.

Memo No. 5202 (17) – Rehab II /5L-14/04
2004

Kolkata, Dated. 30 August

To: 1) The Deputy RR Commissioner, West Bengal.
2) The Additional District Magistrate (RR), _____

Subject: Leasing out of tank fisheries under the control of RR&R Deptt.

The undersigned is directed to say that this department has been considering for sometime in the past that the existing practice for leasing out of tank fisheries under the control of the department, as were described under No. 55-Rehab/RR/O/SQC-Dev-13/93-(A) (PI-I), dated 8th Jan, 1998, and No. 2490 (17)-Rehab/6L/77/76, dated 10th July, 1987, should be modified and additions and alterations thereto should be consolidated in the form of a general scheme. Accordingly, the following general scheme will be followed henceforth for leasing out of water bodies and tank fishers :

1. The lease of water bodies/tank fishers will be offered to registered Fishermen's Co-operative Society on condition of payment of rent @ Rs. 300/- per acre or as may be determined by the Committee set up in terms of amended provision of LR Manual, whichever is higher.
2. The interested FCS will submit an affidavit confirming payment of lease rent as may be determined according to the provisions of LR Manual, in case such assessment is higher than Rs. 300/- per acre.
3. They will also have to agree that the rate of rent will remain same, as determined initially, for first two years and then there will be a yearly increase of 5% for the rest period of lease.
4. The lease will be for 7 years with provisions for renewal for another 7 years provided the rent has been paid regularly and the fishery is kept in perfect cultivatable condition as may be certified by the Fisheries Department.
5. One of the Condition of lease will be that the water body will not be used for any purpose, like water sports etc. without prior written permission from the RR & R Department.
6. Water areas of one hectare & above will be leased by the RR & R Department while those below 1 hectare but above 1 acre may be leased by the RR & R Directorate.

7. Smaller water bodies, below one acre in aggregate, may be leased by the District RR officers not below the rank of a S.D.O.
8. District RR Officials will make every endeavor to form FCS where one does not exist but in case of small water bodies where formation of FCS is not a viable option, the water bodies may be leased to individual genuine refugee fisherman with no other source of income except that from fish catching and trading to be so certified by the authority who are eligible to issue refugee certificate in terms of existing G. O. of the Department. When more than one such person apply for lease for a particular tank, the lease may be offered to the highest bidder keeping the reserve rent at Rs. 300/- per acre. However, such lease will be initially for three years with provisions for renewal for another three years subject to an increase of rate payable by 5% after every two years.
9. In cases where the FCS continued to be in possession of the tank after their previous lease / allotment expired, their lease proposal will be considered only after they clear all previous dues for the period of their unauthorised possession at the present rate now fixed in terms of clause 1, above but they will not be asked to pay, any interest thereon.
10. The concerned district office will maintain a register of all water bodies within their jurisdiction and enter all relevant details regarding the lease and payment of lease rent at regular interval.
11. Any amount received as lease rent or any other related purpose will be paid directly to the Government Treasury under head "0235-Social Security and Welfare-01-Rehabilitation-200- Other Rehabilitation Schemes -011-Receipts from other items-27-Other receipts"

Officer On Special Duty
& Ex-Officer Deputy Secretary.

Procedure of Leasing Out Water Bodies

1. All proposals for leasing out water bodies belonging to the RR&R Department should be in accordance with the provisions of circular no 5202-Rehab II/L-14/04, Dated 30/8/2004.
2. The proposal should accompany following documents in original:
 - a) The application from the intending lessee.
 - b) Copy of registration Certificate.
 - c) The affidavit stating their willingness to pay rent at the rate of Rs 300/- per acre or as may be fixed as economic rent by the Collector of the district, whichever is higher; to keep the body fit for pisciculture to be certified by the Fisheries Department, not to use the body for any other purposes other than pisciculture without written permission from the R.R.&R. department.
 - d) A site plan of the water body with details land schedule.
 - e) A brief history of the water body, if it is being used for pisciculture activities, including the history of any court case.
 - f) Check-Memo, as enunciated below.

The Check-Memo

1. Name of the applicant;
2. Status of the applicant; Registered FCS / Unregistered FCS / Individual;
3. Registration Number (in case of registered FCS);
4. Name of the Water Body (If any);
5. Total area;
6. Rent proposed;
7. Whether the applicant is at present in occupation of the water body and if yes, date from which;
8. Amount payable for such occupation;
9. Whether the amount has been paid and if yes, Challan No , and date (Copy to be enclosed);
10. Detail land schedule in a separate sheet;
11. Acquisition details including notification, declaration no with date, date of taking over possession / if on transferred land or vested land, detailed to be furnished including date of taking over possession;
12. Whether all the documents listed above have been enclosed.

STANDARD FORMAT FOR DULY VETTED
DRAFT LEASE DEED for Water – Body

This Indenture of Lease made this day of of Two Thousand and Between the Governments of the State of West Bengal herein referred to as “the Lessor” (which expression shall include his successor in office and assigns) of the One Part.

And the members of the committee of _____ (The names of the office bearers and the members of the Executive Committee with their full description should be noted here) situated at District of hereinafter called “the Lessee” (which expression shall include their respective representative successors in office representative or their assigns) of the Other Part.

Whereas the lessor is seized and possessed of the water-body particularly described in the schedule hereunder written And Whereas the Lessee approached to the Government in the refugee Relief and Rehabilitation Department for obtaining a lease of the said water body particularly described in the schedule. Now This Indenture Witnesseth that the consideration of the rent hereinafter reserved and conditions and covenants on the part of the lessee to be observed and performed the Lessor hereby demise unto the Lessee All that the Water-Body particularly described in the schedule hereunder written to have and to hold the said Water-Body hereby demised or expressed so to be to the Lessor for a term of 7(Seven) years from the date of execution of these presents on the terms and conditions herein mentioned yielding and paying therefore during the said term the rent of Rs - _____ per annum for the first two years of the lease – period and then there will be an yearly increase of 5% of the lease-rent for the rest period of lease.

2. The Lessee hereby covenants with the Lessor as follows :-

- 1) That the Lessee shall pay the annual – for the first year of the Lease before its execution that for subsequent years in advance before 31st day of march immediately preceding the year for which the rent is payable
- 2) All arrears of rent shall carry interest @ 6% 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 employ or allow to be employed any means or methods of fishing which are may be considered as objectionable by the collector / District Land & Land Reforms Officer / Additional District Magistrate (R).
- 4) 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 water-body or commit any act in contravention of the terms and conditions as stated in G.O. No _____ dated _____ of the R.R.&R Department of the Government of West Bengal.
- 5) That the Lessee shall preserve the limits of 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.
- 6) 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 & Land Reforms Officer / Additional District Magistrate (R) / Sub-Divisional Officer.

- 7) That the Lessee shall have no right to ferries on the water-body, nor shall he have any rights whatsoever to the subsoil of the property or any minerals therein.
- 8) That the Lessee shall not be entitled to transfer such tank / water-body except by way of a simple mortgage or a mortgage by a deposit of the title deeds in favour of Scheduled Bank or a Co-operative Society or a Corporation owned or controlled by the Central or State Government or both for the purpose of obtaining loan for the development of tank / water-body or for the improvement of pisciculture
- 9) That the Lessee shall take every step to maintain the embankment of the water-body in the proper shape and size and shall ensure that no part of the water body is filled up by any means whatsoever.
- 10) That in the event of any breach by the Lessee of any of the covenants hereinafter contained then in any such case this lease shall at the option of the Lessor and notwithstanding the waiver of any previous breach, cease and determined.
- 11) That the Lessee shall have the right of renewal after completion of the lease period for a further period of 7 (seven) years provided the lease-rent has been paid on a regular basis and the said water-body is kept in perfect cultivable condition as will be satisfied by the Fisheries Department, Government of West Bengal.

1. 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 water-body 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.

The Schedule above referred to :-

Particulars of the water-body:-

All piece and parcel of land measuring more or less
 being Lay-out Plot No (Tank) and being Part of C.S. Plot No.
, in Mouza - J.L.No. P.S.
, in the District of
 Butted and bounded
 On the North by
 On the South by
 On the East by
 On the West by

Which is delineated in the annexed plan with red border and will form a part of the deed.

In witness whereof the parties to these presents have hereunto set and subscribed their respective hands the day, month and year first above written.

Signed on behalf of the
Governor of State of West Bengal by the
Commissioner, Refugee Relief and Rehabilitation Directorate,
Govt. of West Bengal/District Magistrate/ADM/SDO/Deputy Commissioner

In the presence of :

1.

2.

Signed by the Lessee :

In the presence of ;

1.

2.

Government of West Bengal
Refugee Relief & Rehabilitation Department
Writers' Buildings, Kolkata 700 001.

No. 1390(60)-Rehab-I
4M-4/ 2011

Dated, Kolkata, the 30th July, 2012

ORDER

The Governor is pleased to dissolve the existing District Implementation Committees of Refugee Relife & Rehabilitation Department in different districts in this state and consitiute new District Implementation Committees of this Department in the district headed by one of the Additional District Magistrates from each district for the purpose of periodical review and monitoring the progress of work related to this Department undertaken in this districts.

2. The W.B.C.S. Officer-in-charge of Rehabilitation Work, a senior R.R. Officer of District level, the Land Acquisition Officer entrusted with the R.R. work and such other Officer as the district authority deems necessary may be included in the said Implementation Committee.

3. The list of 2(two) non-official nominated members of the district Implementation Committee from each district is placed below:-

District	Name	Postal Address
Howrah	1. Pulak Roy 2. Rajib Banerjee	1. Vill. Gouripur, P.O. - Dakshin Ramchandrapur P.S. - Uluberia, Dist. Howrah, Pin – 711315. 2. “Sanghati Abasan” (Tentulkuli Abasan), Vill. Pakuria, P.O. Salap, P.S. Domjur, Dist. Howrah, Pin - 711409
Hoogly	2. Asima Patra 2. Tapan Dasgupta	1. Vill. Muidipur, P.O. Mazinan, Dist. Hooghly Pin – 782302. 2. Purbasha, flat no. 1/2, Phoolpukur Road, Chinsurah, Dist. Hoogly, Pin – 712101.
Nadia	1. Pundarikakshya Saha 3. Ujjal Biswas	1. Vill. Baralghat, P.O. & P.S. Nabadwip, Dist. Nadia Pin – 741302. 2. Mohitosh Biswas Street, P.O. Krishnanagar, P.S. Kotwali, Dist. Nadia, Pin – 741101.

South 24 Parganas	1. Mofarjal Hossain 2. Sakti Pada Mondal	1. Jagannathpur, P.O. R.K.Pally, Sonarpur, near Sonarpur College, Kolkata – 700150 2. 15/1, Sahapur Main Road, Kolkata – 700 038.
North 24 Pargans	1. A.T.M. Abdullah 2. Patha Bhowmik	1. Vill.& P.O. Neehalpur, P.S. Basirhat, Dist. North 24 pgs. 2. No.3, Bijoyagar, P.O. & P.S. Naihati, Dist. North 24 Pgs.,Pin – 743165
Bardhaman	1. Banamali Hazra 2. Prabhat Kumar Chatterjee	1. P.O. & Vill. Palar, P.S. Bhatar, Dist. Bardhaman, Pin – 713125 2. Vill. & P.O Gopal Math (near Unnyan Samity) Durgapur, Pin – 713217.
Jalpaiguri	1. Purna Prabha Barman 2. Chandan Bhowmick	1. Natunpara, P.O. & Dist. Jalpaiguri Pin-735101 2. Opposite LIC Office, Santipara, P.O. & Dist. Jalpaiguri, Pin-735101.
Coochbehar	1. Rabindranath Ghosh 2. Argha Roy Pradhan	1. Nutan Pally (A.C.D.C. unit), P.O. & Dist. Coochbehar, Pin-736101 2. P.O. Haldibari, Dist. Coochbehar, Pin-735122.
Murshidabad	1. Md. Ali 2. Subodh Chandra Das	1. S/o. Late Md. Idris Ali, 16, Vivekanada Road, Lalbagh, P.O. & P.S. & Dist. Murshidabad, Pin-742149. 2. 2 No. Banjetia Paschimpara, P.O. Banjetia, Dist. Murshidabad, Pin-742102.
Malda	1. Chaitali Ghosh Sarkar 2. Indranil Roy	1. South Sarbamangala Pally, Dist. Malda, Pin-732101. 2. 73/1, Palm Avenue, 1st floor, Kolkata-700 019.

Uttar Dinajpur	1. Shekhar Chandra Roy 2. Ashim Ghosh	1. Vill. Dudhanda, P.O. Tunglei Billpara, Dist. Uttar Dinajpur, Pin-733129. 2. S/o. Late Rabindranath Ghosh, P.O. & Vill. Tarangapur, P.S. Kaliaganj, Dist. Uttar Dinajpur, Pin-733129.
Birbhum	1. Monirul Islam 2. Sukumar Mukherjee	1. Vill. Nabagram, P.O. Apadanga, P.S. Lavpur, Dist. Birbhum, Pin-731303. 2. P.O. Tarapith Pandapara, P.S. Margram, Dist. Birbhum, Pin-731233
Bankura	1. Alok Sen Majumder 2. Subhasis Batabyal	1. Idga Mahalla, P.O. & Dist. Bankura, Pin-722101. 2. C/o. Sanat Banerjee, Doltala, Dist. Bankura, Pin-722101
Paschim Medinipur	1. Dinen Roy 2. Uttra Singh	1. Vill. & P.O. Abashgarh, P.O. Medinipur, P.S. Kotwali, Dist. Paschim Mednipur, Pin-721101 2. C/o. Tarun Hazra, Chandrakona Road, P.O. Satbankura, Dist. Paschim Medinipur, Pin-721253
Dakshin Dinajpur	1. Biplab Khan 2. Satyendranath Roy	1. Vill. & P.O. Chakvrigu, P.S. Balurghat, Dist. Dakshin Dinajpur, Pin-733102. 2. Gangarampur, Vill. Bataskuri, P.O. Jallalpur via Gangarampur, Dist. Dakshin Dinajpur.
Kolkata	1. Debabrata Majumder 2. Ratna Dey	1. 3/11, Bijaygarh, Kolkata-700032. 2. 34/1A, Rahim Ostagar Road, P.S. Lake, Kolkata-700045.

4. The Committee members would sit at least once every month to review the progress of work with reference to targets and sort out problems and bottlenecks at various stages of implementation through mutual discussions across the table. The minutes of the meeting of the implementation Committee are to be forwarded to the Refugee Relife Commissioner at 10, Camac Street, Kolkata-700017 and also the Refugee Relief & Rehabilitation Department regularly preferably by the 1st Week of the next month.

5. The District implementation Committees will start their functioning with immediate effect.

6. This order issues under the guidelines of this Department's D.O. No. 13-28 Rehab, dt. 26/05/1997, read with 65(16)-Rehab dt. 18/06/1987.

By order of the Governor

Sd/- P.K. Chakraborti
Special Secretary to the
Govt. of West Bengal

No. 1390(60)-Rehab-I

Copy forwarded for information & necessary action to :-

1/The D.M. , -----
-----.

2/The ADM(R) ,-----

3/The S.D.O., -----

4/ The R.R. Commissioner W.B., R.R. Directorate, 10, Camac Street, Kolkata-700017.

5/ The D.R.R.C., W.B., R.R. Directorate, 10, Camac Street, Kolkata-700017.

6/ Shri/Smt. -----

7/ The P.S. to the MOS, R.R. & R. Department, Govt. of West Bengal, Writers' Buildings, Kolkata-700001.

8/ The P.A. to the Principal Secretary, R.R. & R Department, Govt. of West Bengal, Writers' Buildings, Kolkata-700001.

9/ The P.A. to the Special Secretary, R.R. & R. Department, Govt. of West Bengal, Writers' Buildings, Kolkata-700001.

10/ Office copy.

11/ Spare copies.

Dated, Kolkata, the 30th July,2012

Assistant Secretary

Government of West Bengal

R.R. & R. Department

R.Hab. Branch

No. 2168-Rehab./18R-3/91

**From : Shri B.B. Bhawal,
Joint Secretary.**

**To : The Deputy Refugee Rehabilitation Commissioner,
R.R. & R. Dte. 10, Camac Street, Calcutta 17.**

Dated Calcutta, the.....190.....

Sub : Issuance of Title Deed to the purchaser – allottee
of Tarapukuria G.S. Scheme.

The matter relating to the issuance of title deeds to the refugees of Tarapukuria G.S. Scheme, who deposited pre-rate costs of their plots allotted by this Deptt, was under consideration of the Govt. in the Refugee Relief & Rehabilitation Deptt, for some time past.

The undersigned is now directed to say that following decisions in the matter have been taken.

1. Sale deeds in the prescribed form (Xerox-copy enclosed) have to be given to the purchasers from whom pro-rata cost has been realised by State Government in Tarapukuria Govt. Scheme, the form of this deed will be different from the form of free-hold tile deed usually given to the refugee under “Regularisation” Schemes. In cases in other colonies where cost has been realised, sale deed in similar form will be given to such cases.
2. In case the purchaser is deed, his legal heir will be considered or issue of the sale deed. In case of dispute of succession, succession certificate issued by the proper civil court will be insisted on.
3. In the case where lease deed, instead of sale deed, was issued, proper sale deed may be issued by procuring surrender of the lease deed.
4. In the cases where a part payment was accepted, the remaining cost of land should not be realised.
5. In the matter of stamp duty, the procedure adopted in earlier cases should be followed in these cases too.
6. Cases of disputes of civil matter should be referred to the Govt. in the Refugee Relief & Rehabilitation Deptt. for decision.
7. These deeds when executed will be taken into account for the total of the deeds executed in the jurisdiction of Deputy Controller (R), Barrackpore to show the total achievement in the issue of deeds.

Joint secretary

From No. XXX, S.I., 1024

Government of West Bengal

R . R . & R .

Department

From : The Joint Secretary.
: The Deputy Controller (RR), Barrackpore,
31, River side Road, Barrackpore,
To North 24-Parganas.

No. 4195 – Rehab. / 18R – 3/91. dated Calcutta the 17th Dec., 1992.

Sub : Issuance of deed to the
Legal heirs of deceased
Purchaser / allottee of Tara –
Pukuria G.S. Scheme.

The undersigned is directed to refer to this Memo. No. 150 dated 16.4.92 on the subject indicated above and to say that Government Pleader's opinion in the matter of determination of legal heirs may be obtained first and thereafter action may be taken accordingly.

Joint Secretary.

AB/-

Deed of Conveyance

“THIS INDENTURE made this the _____ day of _____. Two thousand _____ between the Governor of the State of West Bengal, hereinafter called the Vendor (which term shall unless repugnant to or excluded by the context to be deemed to include his successors and assigns) of the one part and _____ son/daughter/wife of _____ by caste _____ by profession _____ residing at _____, hereinafter called the “PURCHASER” (which term shall unless repugnant to or excluded by the context be deemed to include his heirs, executors, administrators, representatives and assigns) of the Other Part :

Whereas the Vendor is Seized and possessed of or otherwise well and sufficiently entitled as absolute proprietor in possession thereof to the land hereditaments and premises hereinafter fully set forth and subscribed and intended to be hereby granted transferred and conveyed.

And whereas the Vendor has allowed the purchaser to be in occupation of the said lands hereditaments and premises.

And whereas THE VENDOR hath agreed with the purchaser for the absolute sale to him or the said land hereditaments and premises and the inheritance hereof in fee simple in possession free from encumbrances at or for the price of Rs. _____ (Rupees in word) payable by the purchaser.

Contd.....2..

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the said sum of Rs. _____ (Rupees in word only) paid to the vendor by the purchaser by Challan no. _____ of ___/___/___ for Rs. _____ deposited with R.B.I. Calcutta the vendor doth hereby grant convey and transfer unto the purchaser free from encumbrances and that land hereditaments and premise mentioned and described in the schedule hereunder written OR Howsoever otherwise the said land hereditaments and premise of any part thereof now are or is or heretofore were or was situated, Tenanted butted bounded called known numbered described or distinguished TOGETHER WITH all yards courts areas sewers Drains ways paths passages fences walls water, Water–courses lights rights liberties privileges easements appendages and appurtenances whatsoever to the said land hereditaments and premise belonging or in any wise appertaining or usually hold or enjoyed therewith or reputed to belong or to be appurtenant there to AND all the estate right title interest claim and demand whatsoever of the vendor in to or upon the said land hereditaments and premises or any part thereof TOGETHER WITH all deeds, pattahs and muniments of the little whatsoever in any wise exclusively relating to or concerning the said land hereditaments and premises or any part there of which now are or hereafter shall or may be in the possession power and control of the vendor or any other person or persons from whom he or any of them may procure the same without any action or sell TOGETHER WITH the benefit of all covenants relating to any deeds pattahs or Munimemnts of title whatsoever in any way relating to and concerning the said land hereditaments and premises or any part thereof TO have AND TO HOLD the said land hereditaments and premises hereby granted transferred and conveyed or expressed so to be unto and to the use of the purchaser absolutely and forever AND the vendor doth hereby covenant with the Purchaser that notwithstanding any act deed or thing by the vendor done executed or knowingly suffered to be contrary

be the vendor is now lawfully rightfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said land hereditaments and premises hereby granted transferred and conveyed or expressed in manner aforesaid so to be and every part thereof for a perfect and indefeasible estate of inheritance without any manner of condition use trust or other thing whatsoever to alter defeat encumber or make void the same AND that notwithstanding any such act deed or thing whatsoever as aforesaid the vendor has now in himself good right all full power to grant the said land hereditaments and premises hereby granted transferred and conveyed or expressed aforesaid AND the Purchaser shall and may at all times hereafter peacefully and quietly possess and enjoy the said hereditaments and premises and receive the rent issued and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the vendor or any person or persons lawfully or equitably claiming from under or in trust for him AND THAT free and clear and freely and clearly and absolutely discharged saved harmless and kept indemnified against all estates and encumbrances created by the vendor any person or persons lawfully or equitably claiming from under or in trust for him AND FURTHER the vendor and all person or persons having or lawfully or equitably claiming any estate or interest in said land hereditaments and premises or any of them or any part thereto from under or in trust for the vendor shall and will from time to time and at all times hereafter at the request and costs of the Purchaser do and execute or cause to be done or executed all such acts, deeds and things whatsoever for further and more perfectly assuring the said land hereditaments and premises and every part thereof unto and to the use of the purchaser in manner aforesaid as shall or may be reasonably required.

: THE SCHEDULE ABOVE REFERED TO :

ALL THAT the piece and parcel of land hereditaments and premise measuring more or less _____ cottahs approximately (North ____, South ____, East ____, West ____) being layout plot no. ____ of _____ colony as per plan No. _____ enclosed, being part of C.S.plot no.____ of Mouja.- _____ J.L.No.____ in the District of _____ acquired by the West Bengal Government under Declaration no._____ dated _____ and bounded on the East by _____120.West by _____ South _____, North by _____.

In witness whereof the parties to these presents have hereunto set and subscribed their respective hands the day month and year first above written.

SIGNED AND DELIVERED.

For and on behalf of the
Governor of the State of West
Bengal by the District Collector ,
_____ District in the presence of

1.

2.

SIGNED AND DELIVERED.

By the said purchaser

In the Presence of –

1.

2.

(Sample)

DEED OF RECTIFICATION

This indenture made this _____ day of _____ Two thousand eleven between the Governor of the state of WEST BENGAL hereinafter referred to as the DONOR (Which expression shall excluded by or repugnant to the context be deemed to include his successors-in-office and assigns.) of the one part.

1 Sri/Smt/Km _____
Son/Wife/Daughter of _____

Residing at LOP No ____ of _____ Colony hereinafter called DONNEE (Which expression shall unless excluded by or repugnant to the context be deemed to include his / her heir, executor, administrator, representatives and assigns) of the other part.

Whereas by an indenture dated _____ the donor being absolute owner donated the homestead / agricultural land mentioned and described in the schedule thereunder written in favour of the done for his / her permanent rehabilitation and also for consideration mentioned there in which was registered in BOOK NO - __, VOLUME NO - __, PAGES - __ to __, BEING NO - __, for the year ____ of the office of the Additional District Register, Nadia District.

And whereas during execution of the said indenture, which is hereinafter referred to as the Principal Deed, the following mistakes and inaccuracies have accidentally and inadvertently crept in the said Principal Deed , which require rectification.

And whereas the DONEE (S) requested the DONOR to rectify those mistakes and inaccuracies to convey the flawless and correctly to him/her/them as required under the law and DONER has agreed to rectify those mistakes hereinafter appearing.

Now this indenture witnesseth that the principal DEED shall be rectified and corrected in the following manner, namely,

In the schedule the Lay out plot which comprised in the MOUZA and C.S. / R.S. Dag No has not been correctly written and described which should be substituted and described as MOUZA _____, J.L.NO - _____R.S. Dag No- _____.

In the schedule of the principal deed the area of the land has been written and recorded as _____ cottah _____ chattaks _____ sft, which should be substituted and read as as _____ cottah _____ chattaks _____ sft.

That as rectified and modified and as aforesaid the Principal Deed shall remain in full force and effect and this Rectified Deed should form part of the Principal Deed.

In Witnesseth whereof the parties hereunto set and subscribed their hands & seals, the day, month and year first above written.

Signed and delivered for
and on behalf of the GOVERNOR.

DONOR

Refugee Relief & Rehabilitation Department
Government of West Bengal,
By The Collector, District:-Nadia.

In the presence of:-

1st Witness: _____

Address: _____

Occupation: _____

2nd Witness: _____

Address: _____

Occupation: _____

Signed by the DONEE in the presence of:

DONEE

1st Witness: _____

Address: _____ Occupation: _____

2nd Witness: _____

Address: _____ Occupation: _____

(SAMPLE)

DEED OF RECTIFICATION

[Where The Deed Holder(s) is dead]

This indenture made this _____ day of _____ Two thousand eleven between the Governor of the state of WEST BENGAL hereinafter referred to as the DONOR (Which expression shall excluded by or repugnant to the context be deemed to include his successors-in-office and assigns.) of the one part.

1 Sri/Smt/Km _____

Son/Wife/Daughter of _____

Residing at LOP NO ____, of _____. Colony hereinafter called DONNEE (Which expression shall unless excluded by or repugnant to the context be deemed to include his / her heir, executor, administrator, representatives and assigns) of the other part.

Whereas by an indenture dated _____ the donor being absolute owner donated the homestead / agricultural land mentioned and described in the schedule thereunder written in favour of the donee for his / her permanent rehabilitation and also for consideration mentioned there in which was registered in BOOK NO – __, VOLUME NO - __, PAGES ____to __, BEING NO - ____, for the year ____ of the office of the Additional District Register, _____ District.

And whereas during execution of the said indenture, which is hereinafter referred to as the Principal Deed, the following mistakes and inaccuracies have accidentally and inadvertently crept in the said Principal Deed , which require rectification.

And whereas the done, Sri. _____ S/O Lt. _____ died on _____ living behind following legal heirs.

1. _____ W/O Lt. _____

2. _____ S/O Lt. _____

And whereas the legal heir of the DONEE requested the DONOR to rectify those mistakes and inaccuracies to convey the flawless and correctly in favour of _____ S/O _____ as required under the law and DONER has agreed to rectify those mistakes hereinafter appearing.

Now this indenture witnesseth that the principal DEED shall be rectified and corrected in the following manner, namely,

In the schedule the Lay out plot which comprised in the C.S. / R.S. Dag No has not been correctly written and described which should be substituted and described as R.S. Dag No - ____.

In the schedule of the principal deed the area of the land has been written and recorded as _____ cottah _____ chattaks _____ sft, which should be substituted and read as as _____ cottah _____ chattaks _____ sft.

That as rectified and modified and as aforesaid the Principal Deed shall remain in full force and effect and this Rectified Deed should form part of the Principal Deed.

In Witnesseth whereof the parties hereunto set and subscribed their hands & seals, the day, month and year first above written.

Signed and delivered for
and on behalf of the GOVERNOR.

DONOR

Refugee Relief & Rehabilitation Department
Government of West Bengal,
By The Collector, District:-_____.

In the presence of:-

1st Witness: _____

Address: _____

Occupation: _____

2nd Witness: _____

Address: _____

Occupation: _____

DONEE

Signed by the DONEE in the presence of:

1st Witness: _____ Occupation: _____

Address: _____

2nd Witness: _____ Occupation: _____

Address: _____