

FORM-I

(SCHEDULE-F)

W.B.E.A. Rules, 1954

**[Lease for tea garden retained under
sub-section (1) read with sub-section (3) of
section 6 of the West Bengal Estates Acquisition Act, 1953]**

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(SCHEDULE-F)

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THIS INDENTURE made this day of Two thousand BETWEEN THE GOVERNOR OF THE STATE OF WEST BENGAL hereinafter called the "LESSOR" (which expression where not repugnant to the context shall include the successors in office and assigns) of the ONE PART.

(a) AND son of residing at hereinafter called the "LESSEE" (which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, administrators, representatives and assigns) of the OTHER PART

(a) In case of an individual.

(b) AND son of residing at and son of residing at and carrying on business in co-partnership under the name and style of at hereinafter called the "LESSEES" (which expression shall unless excluded by or repugnant to the context be deemed to include their respective heirs, executors, administrators, representatives and permitted assigns and / or the partners for the time being of the said firm of and their respective heirs, executors, administrators, successors and permitted assigns) of the OTHER PART

(b) In case of a partnership firm.

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

(c) In case of a Company.

WITNESSETH that in consideration of the rent and Salami, covenants and conditions hereinafter reserved and contained, and, on the part of the LESSEE, to be paid, observed and performed, the LESSOR doth hereby grant and demise unto the LESSEE the lands and hereditaments described in Schedule-I subject to the reservation specified in Schedule-II for a term of thirty years from the YIELDING AND PAYING therefor the clear yearly rent @ ₹ 6.50 up to 14/04/2001 and @ ₹ 30/- from 15/04/2001 per acre without any deduction, payable in two equal instalments on or before 31st August and 28th February in each and every year.

AND the LESSEE to the intent that the obligations may continue throughout the period of the demise doth hereby agree and covenant and agree with the LESSOR as follows:—

- (1) That the LESSEE shall pay
 - (a) the said rent and salami at the times and in the manner aforesaid,
 - (b) all arrear rents, if any, at the above rate at the times and in the manner as the State Government may direct, and
 - (c) other rates, taxes and assessments that are now, or may at any time hereafter be, assessed, charged or imposed on the said demised land and hereditaments.

against proper receipts from the Collector for the amounts paid.

No payment shall be recognized by the LESSOR without such receipts.

- (2) That the LESSEE shall himself reside in or near to the said demised lands and hereditaments. In case the LESSEE be unable to so reside in the said demised lands and hereditaments, he shall appoint a manager or agent who shall so reside and shall confer on such manager or agent full powers to act on behalf of the LESSEE in all matters relating to the management of the said land and hereditaments and in observance of the terms, conditions and covenants herein on the part of the LESSEE contained.
- (3) That the LESSEE shall register the name of the said manager or agent for the time being in the District Collector's Office.
- (4) (a) That the LESSEE shall at all time observe and conform to the relevant provisions of the West Bengal Estate Acquisition Rules for the time being in force.
 - (b) That in respect of land comprised in a forest the LESSEE shall be subject to the control and supervision of the State Government.

Provided that conversion of such land shall not be made by the LESSEE by plantation of tea or in any manner whatsoever.

- (5) That the LESSEE shall not dam, obstruct or otherwise divert the flow of any stream or damage or obstruct any spring on the said lands and hereditaments without the previous sanction in writing of the Collector of the district (hereinafter referred to as the "Collector"). He shall at all time give such facilities as may be required for public access to and enjoyment of springs and rights of way hereby reserved.
- (6) (a) That the LESSEE shall not establish any new market or hat on the said lands and hereditaments.
 - (b) That the LESSEE and his managers and agents shall observe the rules of the State Government for the regulation of hats and markets existing in the tea gardens at the date of first lease.
 - (c) That except with the prior permission of the Collector, the LESSEE shall not bring under cultivation of tea any land which was not under such cultivation at the date of commencement of the lease and shall not make any construction for use as factory, office building or quarters for Labourers on any land on which there was no such construction at such date.

- (d) That the LESSEE shall not leave any land comprised in a forest in a tea garden, if deforested in pursuance of any plan for new plantation, unplanted for more than two years.

Provided that the Collector may extend the time limit on the merits of a case but in no case such extension shall exceed three years.

- (e) That the LESSEE shall not fell trees in land comprised in a forest in a tea garden without prior permission of the State Government, and if so required by the State Government, shall submit a plan for the maintenance and felling of tree.
- (7) (a) That the LESSEE shall maintain the boundaries of his tea garden clear of jungle and shall get them so cleared at least once a year not later than the end of February. He shall also maintain all the boundary marks in good condition.
- (b) That the LESSEE shall on being required so to do erect and maintain in good order at his own expenses all boundary lines and marks; provided that in the event of his failing or neglecting to carry out any necessary repairs within 30 days from the date of receipt of the notice from the Collector, the LESSOR may repair the same and recover from the LESSEE all costs and expenses thereof.
- (c) That if, at any time, the Collector is of the opinion that the state of the boundary marks or lines is such that a re-survey of the area is necessary, he may direct such re-survey to be made, and may recover from the LESSEE the cost of such re-survey.
- (8) That if, on any such re-survey or otherwise, it shall be found that the LESSEE is in possession of lands in excess of the said lands and hereditaments, the LESSOR shall be entitled forthwith to recover possession of such excess area and the LESSEE shall forthwith deliver over possession of the same. The LESSOR may, however, allow the LESSEE to continue in occupation of such excess area in which case such excess area shall be deemed to be included in this demise and the LESSEE in such case shall be bound and liable to pay, in addition to the rent therein reserved, such rent for the excess area as may be determined by the Collector in accordance with the provisions of the West Bengal Land Reforms Act, 1955 as amended from time to time. The rent so determined for the excess area shall be payable from the date of granting or renewal of the lease or from the date from which the land is proved to have been occupied by the LESSEE.
- (9) That the LESSEE shall, at all times allow the officers of the Government of West Bengal authorized on that behalf free and undisturbed access to the said lands and hereditaments for the purposes of inspection, survey and otherwise.
- (10) That the LESSEE shall, in such form as may, from time to time, be prescribed by the State Government furnish the Collector with full information as to births and deaths in the lands and hereditaments and as to the progress of cultivation and outturn of tea.
- (11) That the LESSEE shall furnish proper and suitable accommodation for the residence of chaukidars, if any be found necessary to be appointed in such gardens to carry out the duties imposed under the West Bengal Panchayat Act, 1973.

(12) (a) That the LESSEE shall not sub-let the said lands or hereditaments or any part thereof:

Provided that lands comprised in the said lands and hereditaments, without reducing tea plantation area, may be used by the lessee who is interested, for growing horticulture and medicinal plant as may be suitable to the agro-climatic conditions of the region, on an area not exceeding 3% of the total grant area of the tea garden, with the prior permission of the Collector:

Provided further that lands comprised in the said lands and hereditaments may be used for setting up dairy farm by the Lessee who is interested, to generate manure out of cattle dung or wastes for consumption of the lessee tea garden to promote organic tea cultivation on an area not exceeding 20 acres:

Provided also that lands comprised in the said lands and hereditaments may be used by the Lessee who is interested to install micro hydel power plant (100 KW) and small hydel power plant (25 MW) set up by the lessee(s), for the use of tea garden with the prior permission of the competent authority and surplus hydel power generated from the said plant, shall be sold to the West Benaal Slate Electricity Distribution Company Limited which shall have prior right of purchase;

(12A) That the LESSEE may, on its own, undertake tea tourism project within the retained area:

Provided that both in the plains and hills, land meant for tea tourism shall be limited to 5 acres. In the plains, civil construction not exceeding G+1 shall be done on an area not more than 1.5 acre while in hills, it shall be done not exceeding single storey (G) on an area not more than 2.00 acre and the remaining area shall be kept open for landscaping and other beautification work.

Note I– The expression “on its own” shall mean only a project undertaken by the management of the lessee tea garden company in its original name or any other name changed under section 13 of the Companies Act, 2013.

Note II– For this purpose, the proposal in a prescribed format shall be submitted to the Collector who will, after verification, send it to the State Level Screening Committee as laid down in the Tea Tourism Policy of the State Government. The sanction order shall be issued by the Tourism Department.

(13) (a) That the LESSEE shall not transfer, by way of sale or gift or otherwise, tea garden(s) without the formal sanction of the LESSOR, failing which the lease shall be determined:

Provided that LESSEE shall not club or amalgamate tea garden(s), in part or in full, without the formal sanction of the Collector.

Provided further that no prior sanction shall be necessary for mortgage of leasehold interest in the land of a tea garden with a Scheduled Bank by the deposit of lease deeds and all such leasehold interest in the land of tea garden shall be reported to the Collector within 30 days of the date of actual mortgage.

(b) That the lease-hold interest shall be heritable.

- (c) That in the case of a transfer of such lease-hold interest, whether in full or in part, the same shall be subject to the provisions of any law for the time being in force and applicable thereto and also subject to prior consent of the Collector.
 - (d) That every transfer, whether in full or in part, or succession by inheritance, or clubbing or amalgamation shall be registered in the Collector's Office within two months of the date of transfer or succession or clubbing or amalgamation.
 - (dd) That the transferee, other than by inheritance, shall be required to enter into a fresh lease on payment of salami at the rate laid down in paragraph 1B of Schedule-F within three months of expiry of the unexpired period of lease.
 - (e) That if the transferee or successor by inheritance or the person clubbing and amalgamating the garden fails so to register the transfer or succession or clubbing or amalgamation, the Collector may at his discretion impose such fine not exceeding ₹ 20,000.00 as may appear to him reasonable.
- (13A) That the running of a tea garden without valid lease agreement shall not be permissible and the Collector may, in his discretion, impose such fine, not exceeding ₹ 500.00 per day, as the Collector may determine for unauthorized operation of a tea garden.
- (13B) That if the LESSEE fails to utilize the land for the purpose it was leased out, the Collector may, after giving the LESSEE an opportunity of being heard, determine the lease.
- (14) (a) That the LESSOR may, without prejudice to any other right or remedy hereunder, forthwith determine this lease on breach of the provisions of clause (2) or clause (12) hereof.
 - (b) That on breach of the provisions of clause (3) hereof, the LESSEE shall on demand pay forthwith to the Collector such fine, not exceeding ₹ 100.00 for every day during which such breach continues subject to a maximum of ₹ 5,000.00 in the aggregate, as the Collector may determine.
 - (c) That on breach of the provisions of any of the clauses Nos. (5), (6), (10) and (11) hereof, except sub-clause (e) of clause (6) the LESSEE shall pay forthwith to the Collector such fine, not exceeding ₹ 500.00 for every day during which such breach continues, subject to a maximum ₹ 20,000.00 in the aggregate, as the Collector may determine.
 - (cc) That on breach of provisions of sub-clause (e) of clause (6), the Lessee/Lessees shall pay, on demand, to the Collector a fine of ₹ 5,000.00 for every tree felled. The tree/trees felled illegally without prior permission of the State Government shall be forfeited by the Collector.
 - (d) That if any breach of the terms and conditions hereof continues even after the levy of the maximum fine hereinbefore provided in respect thereof, this lease shall forthwith be determined.
- (15) That on the expiration of the period of the lease or earlier determination thereof, the LESSEE shall forthwith make over quiet vacant and peaceful possession of the said lands and hereditaments to the said Collector on behalf of the LESSOR.

- (16) (a) That the LESSEE shall be entitled to the renewal of this lease for a further period of 30 years and to successive renewals for similar periods, subject to the rules and the terms and conditions of this lease and to such other terms and conditions as the State Government may, from time to time, consider it necessary to impose and include in such renewed lease or leases and subject further to such rent as may then be fixed, provided that such additional terms and conditions shall not be inconsistent with the law regulating such leases and shall not have retrospective effect.
- (b) That all arrears of rent, costs, fines and other monies payable by the LESSEE hereunder and all expenses in connection with inspections, survey and measurements may be recovered as a public demand under the Bengal Public Demand Recovery Act or any statutory modification thereof for the time being in force.
- (c) That if at any time the lands and hereditaments cease to be used by the LESSEE as a tea garden or they are abandoned, the LESSOR shall determine the lease forthwith.
- (d) That the LESSEE shall, at the end of each financial year, report to the Collector concerned regarding payment of wages, salary and PF in respect of the tea garden within the 30th day of June of the next financial year. Non-payment of gratuity and labour welfare fund shall be reported to the Collector by the concerned officials of the Labour Department within the 31st day of July of the next financial year. The Collector shall initiate the process for determination of the lease of the tea garden and send it to the State Government for determination, if the lessee defaults in making payment of wages, salary, PF, labour welfare fund and gratuity including the land rent.

SCHEDULE-I

(Here set out a full description of the lands with reference to plan, if any)

SCHEDULE-II

- (1) Coal, minerals, precious stones and quarries of every kind and all rights of way and other reasonable facilities as may be required for working, getting and carrying away the same.
- (2) All rights of fishery in the streams, tanks and other waters on the said demised lands.
- (3) A public and general right of way for all purposes over a strip of land 20 yards in width on both banks of every stream available in the opinion of the LESSOR at any time of the year for boat traffic.
- (4) Free access at all times for the public to all springs on the said demised lands which shall in the opinion of the LESSOR be necessary for the public use.
- (5) A public and general right of access to all public roads on the said demised land, subject to the condition that no easement can be claimed by the public in respect of the roads and that the LESSEE shall have right on reasonable grounds to temporarily close or to divert such roads.

(6) Rights of ingress and egress over the demised land for all persons including the State Government to and from the lands surrounded by the demised lands as may be possessed by any such persons or the State Government.

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 for and on behalf of the
Governor of West Bengal by the
District Magistrate & Collector,
..... in presence of.

1.
(Name of the witness)

Signed by the said two witnesses in the presence of:

The common Seal of
has been affixed hereto.

By

1.
Director,
(Name and signature of Director)

2.
Director,
(Name and signature of Director) and

The Directors thereof who have also affixed their Signatures hereto as such in the presence of:

1.
(Name and Signature of witness)

2.
(Name and Signature of witness)