

By Special Messenger

GOVERNMENT OF WEST BENGAL
DEPARTMENT OF URBAN DEVELOPMENT & MUNICIPAL AFFAIRS
Land Cell(Non-Residential),3rd Floor
"NAGARAYAN",DF - 8, SECTOR - I,
SALT LAKE, KOLKATA - 700 064.
Email:jsskd.udma@gmail.com

No. 4150-UD/SL(WR)/9L-1/82

Dated: 27.11.2018

ORDER

Subject : Cancellation of lease hold right of Plot No. EN-66, Sec-V, Salt Lake measuring 2.60622 cottah leased out to M/s. United Industries for manufacturing Steel Furniture.

WHEREAS by a Deed of Indenture executed between the Governor of the State of West Bengal and M/s. United Industries represented by Sri Ujjal Bhattacharjee on 17.06.1989, plot No. EN-66, Sector-V, Salt Lake measuring 2.60622 cottah was leased out to M/s. United Industries for the purpose of manufacturing of steel furniture;

AND WHEREAS the delivery of possession of the aforesaid land was taken over by the said Lessee on 29.05.1992 vide Possession Certificate No. 49 dated 29.05.1992;

AND WHEREAS it is revealed that a G+3 storied building was constructed on the plot and a primary school in the name of "The Holy Trust School" was functioning in the building;

AND WHEREAS vide letter no. 3370(2)-UD/SL(WR)9L-1/82 dated 26th September,2005 a show cause notice was issued from this Department for violation of clause 2(vii) and clause 2(ix) of the lease deed and the lessee was asked to explain why the said plot of land should not be resumed by the Government;

AND WHEREAS vide letter no. 1510(2)-UD/SL dated 10.05.2006 this Department requested the lessee to send necessary reply of the said notice;

AND WHEREAS vide letter dated 10.08.2006 the lessee admitted that they had changed the nature of the said premises and they were running a non profitable organization in the name of Holy Trust School;

AND WHEREAS the said reply of the lessee was not satisfactory and acceptable to this Department;

AND WHEREAS vide letter no. 2915(2)-UD/SL(WR)/9L-1/82 dated 1st September,2006 another show cause notice was issued from this Department under Clause 4 of the lease deed for violation of Clause 2(ix) of the lease deed and the lessee was given 6(six) months time from the date of issue of the notice to remedy the breach;

AND WHEREAS the said notice was returned by the local post office;

AND WHEREAS vide letter No. 1205-UD/SL(WR)/9L-1/82 dated 17.04.2017 this Department again requested the lessee to send replies of the above mentioned notice ;

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AND WHEREAS the said letter was returned by the local post office with a remark 'Deceased';

AND WHEREAS it transpires from field enquiry that the ground floor was used by "Holy Trust School", 1st and 3rd floors were used as B.P.O. named "Capital Number" and a temporary stall of "Snax Point" at the ground floor of the G+3 storied building;

AND WHEREAS vide letter no. 301/1-UD/SL(WR)/9L-1/82 dated 31.01.2018 this Department asked the lessee to attend the hearing on 15.02.2018, but the lessee did not attend the said hearing ;

AND WHEREAS on request of Mr. Uditendu Mukherjee, Advocate of Mr. Ujjal Kumar Bhattacharjee vide letter dated 15th February,2018 this Department vide letter 641(3)/(2)-UD/SL(WR)/9L-1/82 dated 05.03.2018 intimated the lessee to attend the hearing on 08.03.2018 but the lessee again failed to attend the hearing;

AND WHEREAS from the letters dated 22.03.2018, 28.03.2018, 23.03.2018, 28.02.2018 and 11.04.2018 received from Holy Trust Educational Institute Pvt. Ltd, , Lords Overseas Ltd., Harinee Commercial Pvt. Ltd., Holy Trust School and United Industries respectively it transpired that all the above mentioned companies had set up their offices in the said premises;

AND WHEREAS vide no. 1819(6)-UD/SL(WR)/9L-1/82 dated 18.06.2018 another hearing notice was issued from this Department and the lessee was asked to attend the hearing on 26.06.2018;

AND WHEREAS vide letter dated 28.06.2018 the lessee claimed that they were present on 26.06.2018 to attend the hearing but they neither registered any attendance nor made any contact with the land cell(Non-Residential) ;

AND WHEREAS the above claim of the lessee could not be accepted by this Department;

AND WHEREAS vide letter no. 2345-UD/SL(WR)/9L-1/82 dated 03.08.2018 this Department once again issued a hearing notice and asked the lessee to attend the hearing on 13.08.2018;

AND WHEREAS Sri Sanjit Bhattacharjee, claiming himself as the nephew of the lessee Sri Ujjal Bhattacharjee, the lessee of the above mentioned plot, appeared and attended the hearing but could not produce any authorisation letter and also failed to explain why the said plot of land was used for the purpose of Holy Trust School without specific permission of this Department;

AND WHEREAS he was intimated another date of hearing on 29.08.2018. But neither he nor the lessee attended the said hearing;

AND WHEREAS in terms of clause 2(8) of the principle lease deed the said lessee is not entitled to transfer the demised land without prior permission of the Government in writing;

AND WHEREAS in terms of Clause 2(9) of the aforesaid lease deed the lessee is not entitled to change the land use purpose without prior written permission of this Department;

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AND WHEREAS the lessee changed land use purpose and transferred the lease hold right of the demised land without prior permission of this Department;

AND WHEREAS even after getting ample opportunities the lessee failed to come up with satisfactory reply for violation of Clause 2(8) and 2(9) of the lease deed;

NOW, THEREFORE, after careful consideration of this matter and in terms of Clause 4 of the Lease Deed, the undersigned is directed by order of the Governor of the State of West Bengal to determine the lease of Plot No. EN-66, Sector-V, Salt Lake, Kolkata for violation of clause 2(8) and 2(9) of the lease deed and to re-enter into possession of the demised land, immediately.

By Order of the Governor,

sdf

Joint Secretary to the
Government of West Bengal

No.4150/1(5)-UD/SL(WR)/9L-1/82

Dated: 27.11.2018

Copy forwarded for information and necessary action:-

1. M/s. United Industries, Represented by Sri Ujjal Kr. Bhattacharjee
(1) 6/1, Brojomoni Debya Road, Kolkata-700 008.
(2) Plot No. 66, Block-EN,Sec-V, Salt Lake, Kolkata-700 091.
2. The Special Engineer, S.L.R. & D.C., Nirman Bhawan, Salt Lake, Kolkata – 700091.
3. The Executive Engineer(Design), S.L.R. & D.C., Nirman Bhawan, Salt Lake, Kolkata – 700091 with the request to re-enter into possession of the plot under intimation to this Dept.
4. The Executive Officer, Nabadiganta Industrial Township Authority, Unnayan Bhavan, 1st floor, Kolkata-700091. He is requested not to entertain any sort of request from the occupants of the premises at Plot No. EN-66, Sector-V, Salt Lake in future and stop collection of taxes, if any, for the said premises.
- ✓ 5. Computer Cell of this Department with a request to upload the order in the Departmental Website.

[Signature]
Joint Secretary to the
Government of West Bengal