

## HEWETT POLYTECHNIC, MAHANAGAR, LUCKNOW

Date:- 10/12/2018

### Document in Support of Land Conversion Certificate

On Page Five (05) of Sale Deed of institution land dated 19.02.1954 and in an agreement between Governor of Uttar Pradesh and Hewett Engineering College Society dated 18.09.1955 for land acquirement, use of land is defined. Both documents are uploaded with it. Since land had acquired before the existence of Lucknow Municipal Corporation and Lucknow Development Authority (LDA). Hence yet it is not feasible to provide land use certificate from present Competent Authority. In the year 1954 and 1955 land Conversion law was not in practice as it is at present. It is told by Competent Authority verbally.

  
10.12.18

(Dr. U. C. Bajpai)  
Principal/  
Secretary, Committee of Management

  
(Dr. S. Asthana)  
President

Committee of Management

## हीवेट पालीटेक्निक, विद्यालय लखनऊ की भूमि का विवरण:

हीवेट इंजीनियरिंग कालेज सोसायटी, लखनऊ ने पूर्व में हीवेट पालीटेक्निक विद्यालय कैम्पस में लगभग 45 बीघा जमीन सम्बद्ध कर दी है. उक्त भूमि पर हीवेट पालीटेक्निक विद्यालय स्थापित है तथा चल रहा है उक्त 45 बीघा भूमि विद्यालय के प्रयोजन एवम हित के लिये है।

हीवेट पालीटेक्निक विद्यालय से सम्बद्ध 45 बीघा का विवरण निम्नवत् है।

क्रम सं०	प्लॉट संख्या	रकबा		
		बीघा,	विसवा	विस्वांसी
1	138/1	3	12	0
2	138/2	0	16	0
3	141	0	2	0
4	142	0	3	10
5	143	01	01	10
6	144	0	19	0
7	145	0	07	0
8	146	1	09	10
9	147	0	04	10
10	148	1	06	0
11	151	0	19	0
12	154	1	08	0
13	139	1	08	0
14	140	1	0	10
15	135	30	03	10

कुल योग 45-0-0

*Sugan Pr*

PRESIDENT  
COMMITTEE OF MANAGEMENT  
HEAVY INDUSTRIES

UPRADESH

114/1 101 (101) 2/11 200Rs



1. Brij Gopal, son of the late Lala Raghubar Dayal, by caste Dastogi, by occupation money lender, resident of Mohalla Deja ni Bazar, in the Town of Lucknow, do hereby covenant and declare as follows:-  
 I am the proprietor of thirty four Bighas, four Biswas, and ten Biswasais (34 Bighas, 4 Biswas, and 10 Biswasais) in the village Islambari near Aligarh, Tehsil and District Lucknow. This area is detailed at the foot of this sale deed and also delineated and coloured red in the map attached to this deed. It is part of the village Islambari which was mortgaged by Babu Brijnandan Dayal to my father, the late Lala Raghubar Dayal in 1918 who subsequently sued on his mortgage and obtained a decree for sale. In execution of the decree I purchased the entire village himself in an auction sale on October 21, 1929. The auction sale was confirmed by court on January 3, 1930, and the sale certificate was granted to him on January 13, 1930. Possession was delivered by court on January 24, 1930. Mutation was effected in his name in due course. Under a deed of partition, dated February 14, 1946, and registered on Sheet No. 101, this entire village Islambari fall

*Executed*  
 Brij Gopal  
 19/12/54  
 My father Shri Brij Gopal  
 signed before me  
 Raj Krishna Dasgupta  
 19/12/54  
*Witness*  
 My father Shri Brij Gopal  
 signed before me  
 Raj Krishna Dasgupta  
 19/12/54  
*Witness*  
 Raj Krishna Dasgupta  
 19/12/54  
*Witness*  
 Raj Krishna Dasgupta  
 19/12/54  
*Witness*  
 Raj Krishna Dasgupta  
 19/12/54

*Witness*  
 Raj Krishna Dasgupta  
 19/12/54



2.

*See attached  
Deed of Sale  
19.12.59*

to my share and the village was mutated solely in my name. My father and brothers ceased to have any interest in this village which fell to my sole possession. On the abolition of Zamindari from the first of July, 1952, I became the Shasidhar of the area mentioned above and detailed at the foot of this deed and delineated and coloured red in the plan attached herewith. According to the Khataab of 1900 A.D. I am entered as the proprietor of 33 Bighas and 4 Biswas comprising of my Sir, Khudkasht, groves and scattered trees etc. There are also two masonry wells in this area. Besides this area, there are two plots Nos. 186 and 194 which are recorded as Abadi and are in my sole occupation. The area of these two plots is three Biswas and twelve Biswas respectively. On Plot No. 194 stands a gate and some other building and the other plot No. 186 is the approach to the building known as "Thana" from the public road. There is one more plot No. 188 which is also entered as abadi but I have planted some fruit trees on it. by this deed I have sold the whole of the above-mentioned area, namely- the area of thirty three

*[Signature]*  
PRESIDENT  
COMMITTEE OF MANAGEMENT  
NEW DELHI TECHNICAL





(3)

Bigas and four Biswas entered in the Khatauni in my name together with the masonry wells and trees standing on it as well as the three Abadi plots detailed above, namely Nos. 100 with an area of Five Biswas and Ten Biswasia, 100 with an area of three Biswas and 194 with an area of twelve Biswas. The grand total of the entire area owned and sold by me under this deed is thirty four bigas, four Biswas and Ten Biswasia with a Government Revenue of Rs. 100 and annas five only. Whereas my ancestral business was money lending which ever since the partition in the family has gone down considerably. The principal source of subsistence for the family was Zamindari which has also been abolished leaving the above area with me. This was very little income and the cost of management is wholly dis-proportionate to the income derived from it. Besides, I have great difficulty in managing it or making full use of it. The Government has started Mahanagar Scheme in that locality and there is also a possibility of this area being acquired by the Government either by expending that scheme or for the rehabilitation of the displaced persons on this land. If the Government itself acquires this area, the compensation to be paid to me would be very

*Enclosed*

*Bigas*  
*1910*

*[Signature]*

PRESIDENT  
COMMITTEE OF MANAGEMENT



(4)

it by private negotiations and thus to make the best use of this almost profitless land held by me. WHEREAS I have five sons living with me, namely, Raj Kumar who is about 26 years of age, Raj Kishore who is about 21 years of age, Raj Kishan who is about 18 years of age, Raj Saron who is about 19 years of age and Raj Karain who is about 8 years of age. I have one daughter also and my wife living with me. I held a domestic consultation with regard to the future of this land and the adult members of my family including my wife unambiguously expressed the idea that it would be to the benefit of the family to dispose of this land and utilize the proceeds for family necessities and for expansion of the ancestral business so as to create a stable means of livelihood for the family. I have, accordingly, decided to sell it off and spend part of the proceeds in the marriage of my son Raj Kishore which is coming off in May this year and invest the balance in business so as to enhance the income and be in a position to perform marriage of other sons and daughter in a manner befitting the position and status of my family. I have also one other considera-

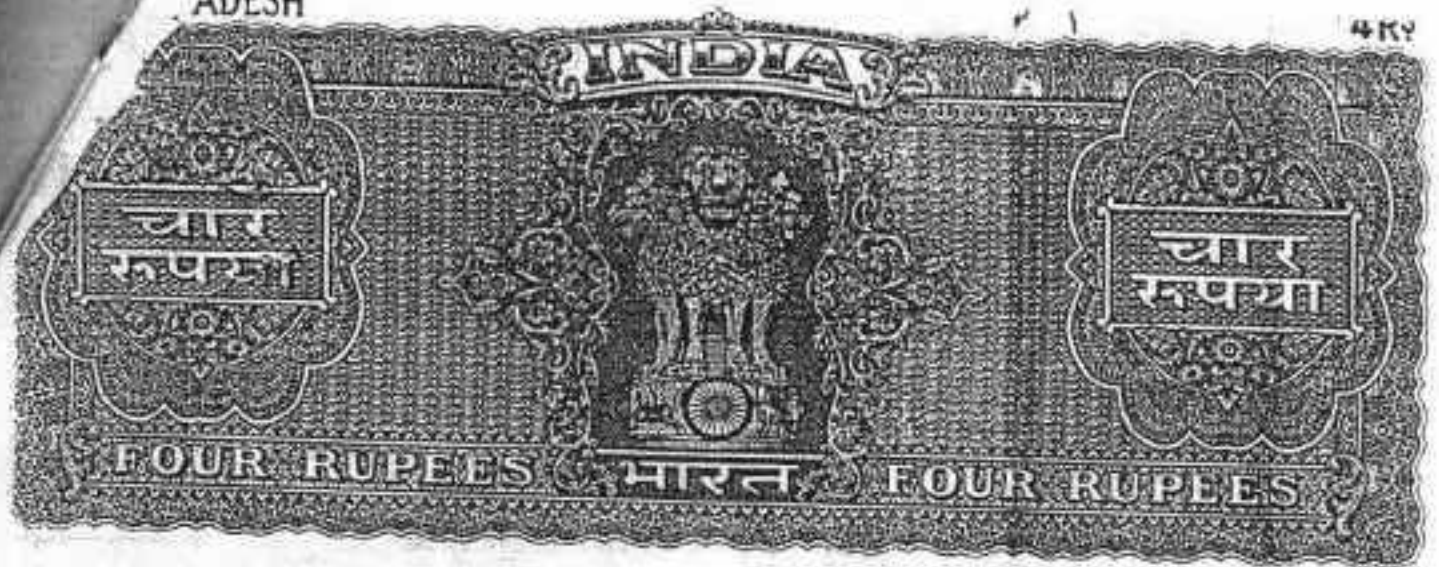
*Executed*

*Rajendra*

*19-11-44*

*Sugandh*

PRESIDENT  
COMMITTEE OF MANAGERS  
AMRITS POLYTECHNIC



(b)

*Executed  
19.2.54*

tion and that is a great consolation to me; I am selling this land to a public institution which is imparting technical education and training. This is the crying need of the country at the present moment. If it flourishes and expands, it would be good for the country, our State the Uttar Pradesh and the city of Lucknow. The public is bound to be benefited by it and my own children and grand-children may also derive benefit from it. I have made all these representations to the authorities of the Hewitt Engineering School, Lucknow, which is a body registered under the Societies Registration Act and which is the purchaser of this deed. They have investigated these as best as they could and found them to be true. Accordingly, in consideration of a sum of rupees Twenty Thousand only (Rs. 20,000/-/-) I have sold the whole of the land mentioned above and detailed below together with all the right, title, interest, property, claim and demand whatsoever pertaining to the aforesaid land together with all the standing trees, buildings, tenements, masonry walls etc. to be held by the purchaser, executors, representatives and

*[Signature]*  
PRESIDENT  
COMMITTEE OF MANAGERS  
HEWITT POLYTECHNIC  
LUCKNOW



51/90

19-2-59  
Bijlopal

Executant

assignees without any reservation whatsoever. I have delivered vacant possession over the entire land, building etc. to the vendee and there is no one else in occupation of any portion of it. The whole of this consideration is being paid before the Sub-Registrar. I have also handed over the title deeds or copies thereof which I held relating to this land. The government revenue relating to this land has been paid by me so far and hereafter the purchaser will be liable therefor. They will also be entitled to have mutation of names effected in their favour. I have sold this property free from all encumbrances on such property and in case there are any encumbrances created by me and disclosed hereafter or purchaser loses the whole or part of the property on the ground of this deed being held wholly or partially void or invalid on any ground for which I may be responsible, I with the whole of my moveable and immoveable property along my legal representatives and assignees shall be liable to reimburse the purchaser with all the loss and damage and the entire cost of construction which may be put up by the purchaser on any portion of the land. The purchaser will be entitled to realise all such amounts from me, my heirs, executors and assignees by sale of the whole of my moveable and immoveable property. WHEREFORE this sale deed is executed and registered by me on my own behalf and on behalf of the whole of my joint family this day, the 19th of February, 1954, so that it may serve as an authority.

Bijlopal  
19-2-59

Executant.

List of Plots Sold.

Plot No.	Area.	Annual revenue or rent.
00	Sigra. Biswa. Biswan- sis.	
	1 - 0 - 0	

Bijlopal



85  $\frac{21}{31}$

7.

Plot No.	Area.	Annual Rev. or rent.
138/1	3 - 12 - 0	
138/2	0 - 16 - 0	
141	0 - 2 - 0	
142	0 - 3 - 10	
143	1 - 1 - 10	
144	0 - 19 - 0	
145	0 - 7 - 0	
146	1 - 9 - 10	(24 plots.)
147	0 - 4 - 10	Rs. 7/5/5 (as Seven, as five and piec three only.)
148	1 - 6 - 0	
149	0 - 3 - 0	
150	1 - 2 - 0	
151	0 - 19 - 0	
154	1 - 8 - 0	
167	0 - 12 - 0	
169	0 - 9 - 0	
170	0 - 14 - 10	
171	6 - 13 - 10	
√190	0 - 9 - 10	
191	0 - 10 - 10	
259	0 - 17 - 0	
139	1 - 8 - 0	(3 Plots.)
140	1 - 0 - 10	Rs. 0/4/9 Four annas and nine piec.
260	0 - 6 - 0	
87	0 - 9 - 10	
150	0 - 14 - 0	(6 plots.) Rs. 1/11/- Rupees one & annas eleven only.
186	0 - 10 - 0	
193	0 - 15 - 0	
201	0 - 10 - 0	
202	0 - 18 - 0	
Abani, plot no. 166	0 - 5 - 10	Nil.
do 168	0 - 3 - 0	
do 194	0 - 12 - 0	
Total	34 - 4 - 10	

Thirty four Bighas, Four Biswas, 103 Bisvansis.

Rs. 9/5/-  
Rs. Nine & annas Five only.

*Ex-England*  
*Anglo-Ind*  
*19-11-54*

*Suzanne M*

# Agreement

AN AGREEMENT made the 18<sup>th</sup> day of November, 1955 between the Governor of the State of Uttar Pradesh (hereafter called "The Governor") of the one part and the Hewett Engineering College Society

*M. D. Mathur*  
Advocate & Notary  
Lucknow

Lucknow an association registered under the Societies Registration Act XXI of 1860 (hereinafter called "The Association") of the other part.

WHEREAS the Association has made an application to the Government of the State of Uttar Pradesh (hereinafter called "the State Government") to acquire for the purposes of the Association under the provisions of the Land Acquisition Act, 1894, the land described in Schedule hereto.

AND WHEREAS the State Government is satisfied that the association is a company within the meaning of section 3 (e) of the said Land Acquisition Act.

AND WHEREAS the State Government, after making and holding such inquiry as is required and prescribed by law, is satisfied that the acquisition of the said land is needed for the construction of a work, viz. *Hewett Engineering School building and other* and that such work is likely to prove useful to the public.

AND WHEREAS under section 41 of the said Land Acquisition Act it is necessary that the association should enter into an agreement with the Governor regarding matters specified in the said section.

NOW that it is hereby agreed and declared as follows:

- (1) That the association will pay to the State Government or such person or persons as the Provincial Government may appoint in this behalf all such sums of money as shall be awarded under the provisions of the Land Acquisition Act, 1894, as compensation to any person or persons who may be found on inquiry held under the provisions thereof to be interested in the said land;
- (2) That the association will pay to the State Government from its funds all such other charges as may be incidental to the acquisition of the said land under the provisions of the said Land Acquisition Act;

(2-a) That the Association will further pay to the State Government compensation on account of rights of intermediary which vested in the State Government in pursuance of the notification under Section 4 of the Zamindari Abolition and Land Reforms Act.

(3) That upon the association having made all payments incidental to the acquisition of such land as mentioned in clauses (1) and (2) hereof, the Governor will forthwith, in consideration of the payment of such compensation money and cost of the acquisition, convey and grant to the association the said land described in the schedule hereto TO HOLD the same to the said association for ever subject to the conditions hereinafter set forth, namely—

- (a) that the association, its successors and assignees will use the said land for the the aforesaid purpose and for no other purpose without the previous sanction in writing of the State Government;
- (b) that the association shall within three years of being put in possession of the said land erect and complete all such buildings and other necessary for the aforesaid school/association and shall maintain the same at its own expense, provided that the State Government may for sufficient reason extend the period mentioned in this clause. If at any time the State Government consider that the progress of the work is not satisfactory the State Government shall be entitled to order that for the purposes of clause (3) (c) following there has been a breach of the terms and conditions of this agreement (such order shall be final and binding on the Association);
- (c) That the Association will allow free use of the said land and buildings constructed thereon to the public for the purposes aforesaid in accordance with the rules and by-laws of the Association which have been registered and deposited with the Registrar, Joint Stock Companies, and will not alter the said rules and by-laws in such a manner as to restrict the use thereof to any degree beyond the restrictions now in force under the existing rules of the Association;

(d) that if the said land or any part or parts thereof shall no longer be required by the Association then the Association will forthwith relinquish and restore the same after removing all buildings and structures, etc. to the Governor at a price equal to the amount paid by it under the said Land Acquisition Act [including the amount awarded in respect thereof under section 23 (2) of the said Act.]

(e) that in case of a breach by the Association of any of the terms and conditions of this agreement, the Governor shall be entitled to re-enter on the whole of the said land without payment of any compensation to the Association and upon such re-entry the interest of the Association in the said land shall cease.

(f) that, in the event of re-entry by the Governor of the said land under this clause the Association shall be entitled to remove within six months from the date of such entry all buildings and structures, etc. on the said land provided that all buildings and structures not removed within the period aforesaid, shall vest absolutely in the Governor and all rights of the Association shall cease in respect of such buildings and structures, etc. without any compensation;



ATTESTED

*M. D. Mathur*  
28/11/55  
M. D. MATHUR  
Advocate & Notary  
LUCKNOW U.P. INDIA

*M. D. Mathur*  
President  
Committee of Management  
HEWETT POLYTECHNIC  
LUCKNOW

*M. D. Mathur*

*D. P. Singh*  
PRESIDENT  
COMMITTEE OF MANAGEMENT  
HEWETT POLYTECHNIC  
LUCKNOW

*A. S. Thame*  
Secretary,  
Hewett Engineering College Society  
LUCKNOW

*M. D. Mathur*

(g) that, should any dispute or difference arise touching or concerning the subject-matter of this agreement or any covenant or clause or things therein contained other than a dispute or difference as to the valuation of the buildings determined or to be determined under the provisions of above clauses the same shall be referred to the Secretary to the ~~State~~ <sup>State</sup> Government in the ~~Public~~ <sup>Power</sup> (A) Department whose opinion and decision upon such dispute or difference shall be final and conclusive and binding on the parties hereto.

*M. J. ...*  
*...*

*M. J. ...*

THE SCHEDULE

Plot No. 135. Mauza Islambari, District Lucknow.  
42 Bighas - 3 Biswas. (26.5 ams)

IN WITNESS WHEREOF the parties hereto have hereunto set their hand the day and the year first written.

Witnesses:

(1) *K. Chandra*  
Address 208, Carlton Hotel,  
Lucknow.

*[Signature]*  
Secretary Manager.  
For and on behalf of the  
Association.



(2) *Arif Ahmad Abbasi* *[Signature]*  
Address Editor Daily Jagaz,  
13, Jangal Bahar, Lucknow.

Witnesses: *[Signature]*  
Asst. Secretary to Government,  
Uttar Pradesh  
Power  
Education (A) Department.

ATTESTED

*20.4.10*  
**R. N. MATHUR**  
Advocate & Notary  
LUCKNOW U.P. INDIA

(1) *A. Hussain*  
Address Assistant Secretary to  
Govt. U.P. Irrigation Dept.

(2) *[Signature]*  
Address Asst Secy to Govt,  
U.P. Irrigation Dept.