

812 A

(12)

Deed of Conveyance

THIS INDENTURE made this.....day of.....
 one thousand nine hundred and fifty *Sixty Three* BETWEEN THE
 GOVERNOR OF THE STATE OF WEST BENGAL hereinafter called the
 "VENDOR" of the ONE PART and *Sri/Srimati Bina Chatterjee*
 son/wife of..... by caste *Hindal*
 by occupation..... residing at *812A, Patipukur Township*
Calcutta - 28 hereinafter called the "PURCHASER" (which expression
 unless repugnant to context shall be deemed to include his/her heirs, executors,
 administrators, representatives and assigns) of the OTHER PART.

WHEREAS the Government of West Bengal acquired under the Bengal
 Land Development and Planning Act 143 acres of land in Villages Patipukur
 and Kankuri Police Stations Dum Dum and Rajarhat in the district of Twenty
 Four Parganas of which the plot of land hereinafter more particularly
 described in the Schedule hereunder written.

AND WHEREAS after acquisition of the said 143 acres of land the same
 were made over to the Co-operative Homes Ltd. a Society registered under the
 Bengal Co-operative Societies Act under and in accordance with the provisions
 of the Agreement entered into by and between the Vendor and the said Co-opera-
 tive Homes Ltd. dated the.....*16.1.51*.....for the purposes of the develop-
 ment and allotment of the said area of land in plots to Purchasers in accordance
 with the provisions of the terms and conditions of the said Agreement.

AND WHEREAS the said Co-operative Homes Ltd. failed and neglected
 to observe perform and fulfil the terms and conditions of the said Agreement on
 its part contained and the Government terminated the said Agreement on the
*24.1.59*.....and resumes possession of the said area of the land.

AND WHEREAS the Purchaser had prior to the termination of the said
 Agreement entered into an Agreement with the said Co-operative Homes Ltd.
 for the purchase of the plot of land hereditaments and premises mentioned and
 described in Schedule hereunder written and intended to be conveyed and
 transferred to the Purchaser at or for the price or sum of Rs. *1872.00 (One thousand Eight*
hundred Twenty two)
 and had deposited the said sum of Rs. *1706.00*..... with the said
 Co-operative Homes Ltd. on the *6.5.58*..... and the full and final
Payment of Rs. 166.00 to the Government on the 11.11.63.

AND WHEREAS the Purchaser has requested the Vendor to transfer and
 convey the said plot of land to the Purchaser for the consideration aforesaid
 which the Vendor has agreed to do.

Now this indenture witnesseth that in pursuance of the aforesaid agree-
 ment and in consideration of the premises the Vendor doth hereby grant transfer
 and convey unto the Purchaser ALL THAT PIECE OR PARCEL of rent free *P.T.*
 land being Plot No. *812A*..... containing an area of *16.11.70 Chaks - 43.99* portion of
CS. plot no.
 more or less more particularly mentioned and described in the schedule here-
 under written and delineated in the map or plan hereto annexed and therein
 coloured red or HOWSOEVER OTHERWISE the said piece or parcel of land
 or any part thereof now is/are or at any time heretofore was or were situated
 butted and bounded, called numbered or described or distinguished together
 with all ways, paths and passages and drains, lights, privileges, appendages
 and appertences whatsoever to said land belonging or in any way appertain-
 ing or reputed or known to be a part or parcel or member thereof which now is
 or are was or were held used occupied or enjoyed herewith or reversion or

reversions, remainder or remainders rents issues profits thereof and all the right title interest property claim and demand of the Vendor into, out of and upon the said land and every part thereof to have and to hold the same unto the Purchaser absolutely and for ever And the vendor hereby covenants with the Purchaser that notwithstanding any act deed or thing done omitted or knowingly suffered to the contrary the Vendor has full power to grant transfer and convey the said plot of land expressed to be hereby granted transferred and conveyed in manner aforesaid and the Purchaser shall or may at all times hereafter peaceably and quietly possess and enjoy the said land and every part thereof and receive and realise the rent issues and profits thereof without any eviction interruption claim or demand whatsoever by the Vendor or any person or persons claiming lawfully and equitably from under or in trust for the Vendor and the Vendor will at all time hereafter at the cost of the Purchaser requiring the same execute do all such acts and deeds and things for further and more effectually assuring the premises or any part thereof unto Purchaser in the manner as shall reasonably be required and the Vendor doth hereby further covenant with the Purchaser that at the request and costs of the purchaser the Vendor shall produce for inspection such original title deeds as may be in the possession of the Vendor relating to or concerning the said plot of land.

The Schedule above referred to.

All that piece or parcel of rent free land being Plot No. ^{812A} of the development scheme of the Government of West Bengal measuring..... ^{1 (one)} Cotah ^{7 (Seven)} Chitaks ^{43 (Forty Three)} sft. be the same a little more or less being a portion of the rent free land comprised in different-^{portion of} C.S. Plots within J.L. No. 24 and J.L. No. 28 in Mouza Patipukur/Kankuri Sub-Registry Cossipur Dum Dum within the Collectorate and District of 24-Parganas and delineated in the map or plan hereto annexed therein coloured red butted and bounded in the manner following, that is to say.

As per plan

On the north by plot No. ~~.....~~ or by a ^{12-1/2} ~~road~~ road of the scheme of Vendor (Government of West Bengal). Or by the land of.....
 On the east by Plot No. ^{808A} or by a
 road of the scheme of the Government (West Bengal Government) (Or by the land of.....)

In witness whereof the Vendor hath hereunto set and subscribed her hand 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 Secretary, Development Department, Government of West Bengal in the presence of:—

[Signature]
 Special Officer,
 Patipukur Township
 Development Department,
 Calcutta-28

WBGP-59/60-5408R-1M



[Signature]
 H. C. Datta,
 Joint Development Commissioner & Executive Engineer,
 Development and Extension Services, Government of West Bengal.