The Deed of Transfer of Land Acquired for the Purba Putiary Development Scheme in favour of the Settler in the Scheme

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The Indian stamp duty;

The Indian stamp act amended in 1976.

The Indian stamp act

2. Whereas the Governor acquired certain lands at the instance of the Bastuhara Dokandar Samity (hereinafter referred to as the said "Samity") which had its registered Office at 114/1, Tollygunge Road, Calcutta-25, in the district of 24-Parganas, for resettlement of refugees and creation of better living condition in meuza purba Putiary and Bansdroni, P.S. Tollygunge, District 24-Parganas, under the West Bengal Land Development and Planning Act, 1948 and took possession of the said lands on or about the October 1954 whereupen the said lands vested absolutely in the Government of West Bengal (hereinafter referred to as "The Government"), free from all encumbrances.

Japan : lat Chaplanta & fagean harrelak Brantes for Registration A. M./P.M. on the ND V. 1993 at the Same Burit ration Office Al'port bout & Parganas by Baccutan ' as one of the Execuint / "liments or Lal Attorney for Tompom Exceptant / (iment under a Ch Power of attorney No of 19..... authenticated by the THE OS ... BONISTED OF H. P. Manie Barken Gardra Banik Service Service ADDL DIST SUB-RESISTRAS ANDORS, SOUTH AS-PARGANAS Mimai Mondal S/O Late H.f. Morold.

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- 3. And whereas pursuant to the provisions at section 10 of the said Land Development and Planning Act the Samity entered into an agreement with the Governor bearing data the 5th day of March,1952 whereby it was agreed inter alia that the Samity should pay to the Covernment all and every compensation that will be payable in respect of the acquisition of said land and all costs, charges and expenses of the acquisition proceedings as may be estimated by the Collector of 24-Parganas under the West Bengal Land Development and Planning Act, 1948.
- 4. And whereas in accordance with the provisions of the said agreement the Society deposited with the Collector of 24-Parganas %.65,000 being part of the costs of acquisition of the said lands and possession of the said lands was made over to the said Samity with the right to have the lands transferred to the Samity upon full payment of the amounts of compensation and the costs, charges and expenses as aforesaid to enable the Samity to sell and transfer the said lands to bona fide refugees and homeless Government employees and homeless persons of the State of West Bengal in terms of the said hereinbefore in part recited Agreement.
- 5. And whereas the Samity having failed to comply with the terms and conditions of the said hereibbefore in part recited Agreement, the Governor determined the said Agreement, dated the 5th day of March, 1952 entered into between the Samity and the Governor, resumed the said lands which remained vested absolutely in the Governor for dealing with and disposing of the same in execution of the development scheme and appointed an Administrator for the execution of the said scheme.
- 6. And whereas the Transferee has now applied to the Administrator for allotment of the plot of land mentioned in the Schedule hereinder written, forming part or portion of the said lands so acquired as aforesaid under the Land Development and Planning Act, for residential purposes and the Administrator, Development Schemes,

had agreed to allot to the Transferee 5 (five) Cottans of land, on payment of the sum of Rs. 4,220.00 only.

7. And whereas the Transferee has requested the Governor to execute these presents for the purpose of vesting the said lands, allotted to him, the Transferee and the Governor has agreed to do so.

8. Now this Indenture Witnesseth that in consideration of the sum of Rs.4,220.00 paid by the Transferee to the Government on or before the execution of these presents Governor doth hereby grant, transfer, convey and assign unto the Transferee ALL THAT piece or parcel of land delincated in the map hereinto annexed and described in the Schedule hereunder written TO HOLD the same unto the Transferee free from encumbrances but subject to payment of such rent as may be determined to be payable in respect of the said pirce or parcel of land AND the Transferee hereby convenants with the Governor that he shall not without the sanction, in writing, of the Government first has and obtained, use the land for any purpose whatsoever other than for erection of dwelling house for the residence of himself and the members of his family.

9. And this Indenture further Witnesseth that all moneys that may become payable by the Transferee shall, in addition to other remedies that may be available to the Governor or the Government for the realisation of the same, shall be realisable as a public demand under the Bengal Public Demands Recovery Act or any statutory modification thereof for the time being in force.

All that piece of land situated in mauzas Purba Putiary and Remarkable Jurisdiction list No. 43 & 45, P.S. Regent Park, Sub-registration office Alipora, District South 24-Parganas containing an area of more or less 5 (five) Cottahs of land comprising scheme plot No.7(bestu) in mauza Banadanai, act. No. 45 within Block No.Nil and butted and bounded in manner following, that is to say on the North by Road, on the South by Road, on the East by Road, and on the West by Plot



No.8, under the Calcutta Municipal Corporation.

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

Signed, sealed and delivered by the Administrator, Development Schemes, Land and Land Revenue Department, Government of West Bengal, Writers' Buildings, Calcutta, for and on behalf of the Governor of the State of West Bengal in the presence of :-

(Signature and address of witness Covt. of W.B. Japan lal Chathrobarty Land & Land Reforms Defst. Gast of West Bugal. (Signature)

. Signed, sealed and delivered by the Transferee in the presence of :

(Signature and address of witness)

Ni mai Mondal Mondal New Tallygung Forther Hand H. P. Mondal New Tallygung

(Signature)

Typed by me as per approved proforma.

Japan lal Calkerharty
Land & Land Reforms Defort.
Good. of West Burgal.

SCHEME PLOT NO. 7 OF PURBA POTIARY.
DEV. SCHEME, P.S. REGENT
PARK, SOUTH 24-PARGANAS, SCALE-1"=20 ROAD >50'< PLOT NO. 7 PLOT NO: 8 Anea-5 Cottas ,50'€ ROAD Lead Com Company 24 2226