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does not require stamp duty)
under the Indian Stamp Act
1899 Schedule I to Section 1
or under the Bengal Stamp
(Amendment) Act 1922 Schedule
I A & B.

not paid as under.
(Signature)
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Deed of Agreement :

Sri Jyotirmoy Roy son of late Jitendra Kishore Roy
by caste Hindu, by profession service, residing at
9, Nepal Bhattacharjee 1st Lane, Calcutta-26.

..... 1st Party

Sri Parash Nath Chatterjee, s/o Late Kedar Nath
Chatterjee, by caste Hindu, by profession Service, Secret
Bastuhara Dakandar Samity, residing at Bansdrom, P.S.
Tollygunge, Dt. 24 Parganas

2nd Party

P.T.O.

THIS INDENTURE made this the 10th day of September in the year One thousand Nine hundred and Fifty-two between "Bastuhara Dokandar Samity, Calcutta" being a society registered under the Societies Registration Act, 1860 (Act XXI of 1860), and having its registered Office located at Keoratola, within the Municipal limits of Calcutta, hereinafter called the Society (which expression shall unless anything is indicated to the contrary by the context or subject its successors in interest assigns) of the One Part, and Sri Gyotirmoy Roy son of Late A. K. Lendra Nishore Roy and a Hindu by religion by occupation residing at No. 7, Nafal Ashok Chakraborty St. Lane Cal. 26. hereinafter called the Allottee (which expression shall unless anything is indicated to the contrary by the context or subject mean and include his heirs, administrators, executors, representatives and assigns) of the Other Part Witnesseth :—

WHEREAS the Society was registered under the Societies Registration Act, 1860, with inter alia the object of purchasing, taking on lease or otherwise acquiring lands, buildings and other immoveable properties for the settlement of the members of the Society.

AND WHEREAS the Society by the Memorandum of Agreement dated the 5th day of *March* in the year One thousand Nine hundred and Fifty-two entered into an agreement with the State of West Bengal inter alia to execute and complete the Development scheme annexed to the said Memorandum of Agreement in respect of land measuring more or less 12 18 acres or 36 bighas 16 cottahs 14 chataks in area and situated in village or mouza Purba Putiary (J. L. No. 43) & Bansdroni (J. L. No. 45) within the jurisdiction of Police Station Tollygunge in Sadar Subdivision (Alipore) in the district of the 24-Parganas within a period of three years from the date of delivery of possession of the said lands or within such extended period, as may be allowed by the Government of West Bengal in this behalf and subject to the terms and conditions mentioned in the said Memorandum of Agreement.

AND WHEREAS the terms and conditions of disposal of the said land by the Society as set forth in schedule A annexed to the said Memorandum of Agreement are that :—

- [a] Lands under different allotments in the said scheme shall be disposed of by outright sale to the individual allottees as free-hold at prices to be fixed with the approval of the Government of West Bengal under clause 8 of the said Memorandum of Agreement ;
- [b] Lands allocated for common purposes under the said scheme shall vest in the Society free of rent and shall be liable to resumption by the Government of West Bengal without any compensation if they are used without the permission of the Government for any purpose other than for which they are allocated ;
- [c] Allotment of plots of land shall be made only to immigrants who have migrated into the State of West Bengal on account of circumstances beyond their control ;
- [d] One family shall not ordinarily get more than one plot of homestead land ;
- [e] The built-up area shall not exceed two thirds of the area of each plot ;
- [f] It must be certified by each allottee that he has got no home of his own in West Bengal ;

[Signature]
Sub-Registrar Alipore
Sadak

[g] No allottee should be permitted to construct any service latrine on the plot allotted to him and every allottee must have a septic latrine in each house at his own cost. In case of any violation of this instruction the Government of West Bengal will have the option to resume the plot concerned and dispose of it in any manner the Government thinks fit :

AND WHEREAS the Government of West Bengal by its Land & Land Rev. Dept. notification Nos. 8478L. Dev. & 16344L. Dev., dated 19th June 1951 & 4th December 1951, published in the Calcutta Gazette, dated 19th July 1951 & 20th December 1951 respectively and acquired the said land under Section 6 of the Land Development and Planning Act (W. B. Act No. XXI of 1948) published in the Calcutta Gazette dated 13th March 1952, for the Society, and delivered possession of the said lands to the Society on the 3rd day of March ~~1952~~ *September 1953*

AND WHEREAS the Society has accordingly offered the said lands for sale to its members subject to the terms and conditions of the said Memorandum of Agreement whereof clauses 8 and 9 are as follows : -

- " 8. The prices of the lands under different allotments of the scheme shall, with the approval of the Government be so fixed as to reimburse the certified amount recoverable by the Society.
9. The Society shall not dispose of any plot of land at a price higher than that fixed for it nor shall any land be disposed of by auction. For the present the price of each cottah of land should be fixed at Rs. 264/- only. If in course of the execution of the scheme or thereafter it is found that the cost has been exceeded the recovery of the excess amount should be made proportionately from the allottees."

AND WHEREAS the allottee being a member of the Society and having read and understood the Memorandum of Association as well as the Constitution and Rules of the Society has declared and hereby declares that the Allottee has got no house or home in his or her own name in the State of West Bengal.

AND WHEREAS the Allottee has offered to purchase plot No 90 measuring more or less 5 cottahs >chattaks and > sft. in area in and out of the said lands under the said scheme and more specifically described in the Schedule "A" annexed hereto and delineated in red in the map or plan annexed hereto, subject to the terms and conditions of the said Memorandum of Agreement and the terms and conditions set forth hereunder,

AND WHEREAS the Allottee has declared and hereby declares that he intends to erect a house for his own dwelling on the aforesaid plot No 90 if allotted to him by the Society.

AND WHEREAS the Society has agreed to sell to the Allottee the said plot No 90 subject to the terms and conditions of the said Memorandum of Agreement and the terms and conditions set forth hereunder.

AND WHEREAS the Allottee has paid by way of earnest money and part payment of the price of the said plot No. 90 to the Society the sum of Rs. *one thousand three hundred twenty only* in the manner and on the dates set forth in schedule "B" annexed hereto/ the receipt of which sum the Society hereby acknowledges and discharges the Allottee with respect thereto and from the same.

Now this Deed Witnesseth:

That the Society and the Allottee hereby mutually agree with each other that:—

- [1] This agreement is subject to the provisions of the Memorandum of Association and the Constitution and Rules of the Society and the said Memorandum of Agreement between the Society and the State of West Bengal :
- [2] The Society agrees to sell and the Allottee agrees to purchase in absolute rights the said plot No 90 on payment of the full price for the same to be determined in the manner as provided herein :
- [3] The Society acknowledges receipt of the sum of Rs. *1326/-* by way of earnest money and part payment of the price for the said plot No. 90 .
- [4] The price of each cottah of land of the said plot No 90 is provisionally fixed at Rs 264/- (Rupees two hundred and sixty-four only) provided, however, that the allottee shall be liable and hereby undertakes to pay within such time as may be prescribed or extended from time to time by the Society at such higher rate than the said rate of Rs. 264/- per cottah as may be determined by the Society on grounds of excess cost of development and increment in price of lands or compensation under the award, if any, of the Arbitrator under the provisions of West Bengal Land Development and Planning Act 1948, read with the Land Acquisition Act 1894 (Act 1 of 1894) or under any decree or order of any competent Court or authority, with respect thereto :

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- [5] All unpaid purchase money including the increase in price over and above the said price of Rs. 264/- per cottah determined by the Society under the foregoing clause (4) shall be a first charge on the said plot No. 90
- [6] The Society shall be entitled to resume and acquire the said plot No. 90 together with all structures and improvements thereon at the cost price if the Allottee fails to pay the increase in the said price within the time prescribed or extended under the foregoing clause (4) or to pay the unpaid purchase money, if any, in due time, and shall be entitled to set off all its dues from the Allottee against the said cost price payable by the Society on such resumption or acquisition, and shall be bound to pay the balance of such cost price to the allottee ;
- [7] The Allottee shall be entitled to have a proper conveyance from the Society on payment of the full price for the said plot No. 90 as determined under the foregoing clause (4) and the costs of such conveyance to the Society ;
- [8] The Allottee shall be entitled to take possession, and the Society undertakes to deliver possession, of the said plot No. 90 on execution of this Indenture ;
- [9] The Allottee shall not be entitled to build, and undertakes not to build, any structure on the said plot No. 90 except according to the plan first approved by the Society ;
- [10] The Allottee shall not be entitled to construct and undertakes not to construct, any service privy on the said plot No. 90 and shall construct only septic latrine or septic privy thereon at his own cost subject to the prior approval of the Society ;
- [11] The Allottee undertakes not to have or hold any other plot in the said scheme either in his own name or in the name of his wife and on breach of this condition the Society shall be entitled to resume or acquire or re-purchase all such plots held by the allottee in his own name and in the name of his wife at the cost price of the allottee or his wife ;
- [12] The Allottee undertakes to comply with the terms of the said Memorandum of Agreement ;

[13] The Allottee agrees to make such use of the lands allocated for "common purpose" under the said scheme as may be approved of or directed by the Society, such as tanks, roads, play grounds, schools, temples etc.

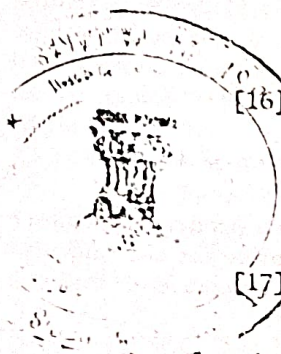
[14] The Allottee undertakes to observe the rules and regulations regarding sanitation, health, drainage, roads, water-system, passage, pathway, conservancy, common decency, etc.

[15] The Society undertakes to look after the welfare and interest of the Allottee in respect of the said plot No. 90, and assures peaceful possession and enjoyment of the said plot No. 90 to the allottee :

[16] The Allottee undertakes not to sell the said plot No. 90 within 5 years from the date of possession thereof to any persons other than the Society if the Society or any of its nominees is ready and willing to purchase the same at the market price :

[17] The foregoing terms and conditions shall be covenants remaining with the land.

In witness whereof the parties hereto set their hands and Seal on the day and the year first mentioned.



Sadar.

Schedule "A"

Bastuhara Dokandar Samity's Scheme plot No. 90 measuring 5 k. x ch. 7 sft. in Mouza Purba Putiyari J. L. No. 43 & Bansdroni J. L. No. 45. P. S. Tollygunge, Dist. 24-Parganas.

Schedule "B"

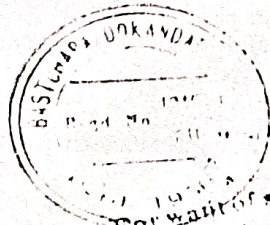
Date of Payment Amount.

Rs 1320/-

Total—

Signed, sealed and delivered in the presence of Santosh K. Dasg.

Jyoti Kumar Ray



For want of space, sheet of paper attached for endorsement.

Prasanna Nath Pattg

Secretary, BASTUHARA DOKANDAR SAMITY

Sub Registrar Alipore Sadar.