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District Sub Registrar
Alipore. 24-Parganas
90-7-85

THE DEED OF TRANSFER OF LAND ACQUIRED FOR THE RAJAPUR LAND DEVELOPMENT SCHEME IN FAVOUR OF THE SETTLER IN THE SCHEME

THIS INDENTURE is made this day the 10th July, One thousand nine hundred eighty five BETWEEN the GOVERNOR of the State of West Bengal hereinafter called the Governor' (which expression shall unless excluded by or repugnant to the context be deemed to include his successors in office and assigns of the ONE PART AND Sm. Prity Sengupta D/O Late Jogneswar Sengupta of P-15 Central Park, Calcutta - 32, the allottee hereinafter referred to as 'The Transferee' (which expression shall unless excluded by or repugnant to the context be deemed to include her heirs, executors, administrators representatives and assigns) on THE OTHER PART.

WHEREAS the Governor acquired certain lands at the instance of Central Land & Building Society Ltd. (hereinafter referred to as the 'Society') having its Office at 2/2, Southern Avenue, Calcutta for resettlement of the refugees and creation of better living condition in mouzas Rajapur and Jadavpur Police Station Tollygunj (Now Jadavpur) Parganas Khaspur, District 24-Parganas under the West Bengal Land Development & Planning Act 1948 and took possession of the lands on or about sixteenth October, 1950 whereupon the said lands vested absolutely in the Government of West Bengal hereinafter referred to as the Government free from all encumbrances.

AND WHEREAS pursuant to the provisions of Section 10 of the said Land Development & Planning Act,

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6076(5)

Pinky Singh
F-15, Central Park

37/8-2001

6076(5)

12-20 A.M. on the 10th July 1985



Suklal Chakraborty, ce per
Kettomal A (5) / 122002
Dated 10/7/85
Sp. Secy. & Registrar
24 Parg. (North)

Pinky Singh
S/o Late Jogannar Singh
Daughter of
P-15, Central Park
Calcutta-32
Thana
District 24 Parganas
by Caste / Hindu / Muslim
by profession

for
District Sub Registrar,
Almorah, 24 Parganas
10.7.85

Pinky Singh

Lal Singh
Sachin K. Ghosh
Daughter of
F-15, Sapajura
Janki Das
Calcutta 92
Thana
District 24 Parganas
by Caste / Hindu / Muslim
by profession



Pinky Singh

who is exempt from personal
appearances in this case under
section 88 of Act of 1908 is
(for his residence to be proved by
his seal and signature)

for
District Sub Registrar,
Almorah, 24 Parganas
10.7.85

Sachin K. Ghosh



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The Society entered into an Agreement with the Governor bearing the First day of September, 1950 whereby it is agreed inter alia that the Society should pay to the Government all and every compensation that will be payable in respect of the acquisition of lands and all costs, charges and expenses of the acquisition proceedings as may be estimated by the Collector of 24-Parganas under the Land Development and Planning Act, 1948.

AND WHEREAS in accordance to the provisions of the said Agreement the Society deposited to the Collector of 24-Parganas Rs. 1,12,683.90 being the part of the cost of acquisition of the said lands and possession of the said lands was made over to the said Society with the right to have the lands transferred to the Society upon full payment of the amount of compensation and costs, charges and expenses of the acquisition as aforesaid to enable the Society to sell and transfer the said lands to the bonafide refugees and homeless Government employees in terms of the said hereinbefore in part recited Agreement.

AND WHEREAS the Transferee applied for the land for residential purposes and the Society allotted and delivered possession of 4(four) cottas of lands pertaining to Scheme plot no. 15 hereinafter mentioned and described to the Schedule hereunder on terms and conditions as agreed to between the Society and the Allottee:

AND WHEREAS the Society having failed to comply with the terms and conditions of the said hereinbefore in part recited Agreement the Government determined the said Agreement entered into between the Society and the Governor and resumed the said lands which remained vested absolutely



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absolutely in the Government for dealing with and disposing of the same in execution of the Development Scheme and appointed an Administrator for execution of the said Scheme.

AND WHEREAS the Transferee deposited to the Administrator Rajapur Land Development Scheme through the State Bank of India Alipore Branch by Treasury Challan under Head of Account "483-Capital out-lay on Housing Deduct Receipt & Recoveries on Capital Account Non-Plan" on 3.7.85 the sum of Rs.2,800/- (Rupees two thousand eight hundred) only being the balance of the full price of the Government acquired land pertaining to Scheme Plot No. 15 allotted to the Transferee as aforesaid.

AND WHEREAS the Transferee agrees and undertakes to pay such further sum as may be on the basis of any further amount which may become payable towards the compensation for acquisition and the proportionate costs of such acquisition as a result of of any decision in any reference case or any proceedings that might have been or may be instituted in respect of the acquisition of the said lands as aforesaid.

AND WHEREAS the Transferee has requested the Governor to execute these presents for the purpose of vesting the land allotted to her in the Transferee and the Governor has agreed to do so.

NOW THIS INDENTURE WITNESSETH that in consideration of the sum of of Rs. 6,400/- (Rupees six thousand four hundred) only paid by the Transferee as aforesaid towards the price of the land and of the Agreement and undertaking of the Transferee to pay to the Government any further sum as may be payable hereafter as a result of any decision in reference case or any proceedings that might have been or may be instituted in respect of the acquisition of the lands in pursuance of the Agreement, the Governor doth hereby grant transfer convey the assign to the Transferee ALL



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ALL THAT piece or parcel of land described in the Schedule hereunder written to hold the same unto the Transferee free from any encumbrances but subject to payment of such rent as may be determined to be payable in respect of the said piece or parcel of land.

AND THIS INDENTURE FURTHER WITNESSETH that any further sum that may be payable hereafter as aforesaid shall form a charge or mortgage on the said piece of land and the Governor shall have all powers and remedies available as mortgage in accordance with the provision of the Transfer of Property Act or any other Statutory modification thereof for the time being in force including the power to appoint a Receiver of the piece or parcel of land with all building structures as may in the meantime be erected therein by the Transferee and to sell the same and apply the net sale proceeds towards the payment of the amount due to the Government and pay the balance of such net sale proceeds after such payment to the Transferee.

AND THIS INDENTURE WITNESSETH THAT the Governor hereby covenants with the Transferee that he has not any time done or knowingly committed or suffered any act, deed or thing whereby he is in any way prevented or restrained from transferring the said land unto the Transferee in manner aforesaid and the Transferee hereby covenants with the Governor that she will not without the sanction in writing of the Government first have obtained use of land for any purpose whatsoever other than for the erection of dwelling house for the residence of herself and members of her family.

AND THIS INDENTURE FURTHER WITNESSETH that monies that may become payable to the Transferee shall in addition to other remedies, that may be available to the Governor or Government for the realisation as a public demand under Bengal Public Demand Recovery Act or any statutory modification thereof for the time being in force.



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THE SCHEDULE ABOVE REFERRED TO:

All the piece of land situated in mouzas Rajapur J.L.No.23 and Jadavpur J.L.No.35 Police Station Tollygunj (now Jadavpur) Sub-Registry office Alipore District 24-Parganas containing as area of more or less 4(four) cottas comprising Scheme plot no. 15 butted and bounded in the manner following:

ON THE NORTH BY SCHEME ROAD NO. 12
 ON THE EAST BY SCHEME ROAD NO. 10
 ON THE SOUTH BY SCHEME PLOT NOS. 13 & 13/1
 ON THE WEST BY SCHEME PLOT NO. 15/1:

The land in question is situated within Jadavour Municipality now under Calcutta Municipal Corporation.

IN WITNESS WHEREOF the Parties to these presents have hereunto set their hands seals the day and the year first above written.



Signature & address
of the witness:

Briandru Nath Shakti

Signed sealed &
delivered in the
presence of:

Head Surveyor,
Land Acquisition Deptt (South)
24 Parganas

Prepared by:

S.L. Chakravorty
(S.L. CHAKRAVORTY)
Surveyor, Land Acqn. Deptt
24-Parganas (South)

Typed by: *T.K. Nag*
(T.K.NAG) Alipore

Signed, sealed and delivered
by the Administrator, Rajapur Land
Development Scheme
Land Acquisition Officer,
Alipore 24-Parganas for and on
behalf of the Governor of the
State of West Bengal in presence
of:

H. Choudhury
(H. CHOUDHURY)
Administrator
Rajapur Land Development Scheme
Jadavpur, 24-Parganas

Spl. L. A. Officer,
24-Parganas (South)
Alipore

Prity Sen Gupta
(PRITY SENGUPTA)

6076(3) *Prity Sengupta*
815 Centre Park
C-37

3/7/85



District Registrar
Alipore, 24-Parganas

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Volume No	160
Pages	244
Being No	9493
of the Year	1985
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1 rule sheet

District Registrar,
Alipore, 24-Parganas.

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