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No. of ...
 Date ...
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 Sub-Registrar
 Dum Dum



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Sub-Registrar
Dum Dum

THIS INDENTURE is made this Twenty day of November
 One thousand nine hundred and seventy five
 BETWEEN THE GOVERNOR OF THE STATE OF WEST BENGAL
 hereinafter called the "GOVERNOR" (which expression shall
 include his successors in office and assigns) of the
 ONE PART AND KRISHNAFUR REFUGEE CO-OPERATIVE COLONY LTD.,
 a Society registered under Bengal Co-operative Societies
 Act, 1940 and having its office at Dum Dum Park in the
 town South Dum Dum in the District of 24 Parganas
 hereinafter called the "SOCIETY" (which expression shall
 unless excluded by or repugnant to the context be deemed
 to include its successors and assigns) of the OTHER PART

W H E R E A S the Government of West Bengal
 (hereinafter referred to as the "Government"), has,
 under sub-section (2) of Section 10 of the West Bengal
 Land Development and Planning Act 1948, empowered the
 Society to execute, at its own cost, a development
 scheme set out in Schedule "A" hereunder and to dispose
 of the lands comprised therein on the terms and conditions
 appearing in an agreement entered into between the
 society and the Governor bearing date December the
 21st day of 1951 whereby it was agreed inter alia that
 the Society should pay to the Government all compensation
 to be awarded and all costs, charges and expenses payable
 in respect of the acquisition of lands which is the
 subject matter of the said development scheme and that
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the Society should complete the scheme including all works of development as set forth in the scheme within a period of three years from the date on which possession of the said lands should be given to the Society or such extended period as might be allowed by Government and it was also agreed that the Governor should execute and do all acts and deeds necessary and proper for vesting the said lands in the Society.

AND WHEREAS possession of the lands was duly taken under the provisions of the said Act, which thereupon vested absolutely in the Governor free from all encumbrances.

AND WHEREAS possession of the said lands was made over by the Government to the Society.

AND WHEREAS reference cases for higher valuation relating to an area of 34.35 acres of lands out of the ~~lands~~ ~~lands~~ described in Schedule "B" hereunder written are pending before the Land Acquisition Judge, the estimated financial obligations whereof amounting to Rs. 59,186/- has been deposited with the Collector by the Society.

AND WHEREAS the Society has undertaken to pay to the Govt. all and every amount of additional cost of acquisition that may become payable by it because of the decrees, if any, in the above mentioned pending reference cases for reasons of time and/or rates as also on account

of.....

of the Court's direction and has requested the Governor to grant transfer to the Society the said lands hereditaments and premises mentioned and described in the Schedule "B" hereunder written in order to enable the Society to transfer plots out of the said lands to the respective allottees thereof and the Governor has agreed to the said proposal of the Society subject to the terms and conditions hereinafter expressed.

Now this indenture witnesseth that in pursuance of the said Agreement and in consideration of Rs 3,74,917.93 paid by the Society to the Government and in further consideration of the Society agreeing to reimburse the Government to the extent of the sum, if any, as may be awarded by the reference courts and become payable by the Society to the Government the Governor doth hereby grant, transfer, convey and assign unto the Society ALL THAT piece or parcel of land more particularly delineated in the plan hereto annexed and described in Schedule "A" hereunder written to hold unto the Society free of revenue and free from encumbrances and subject to the provisos following, that is to say, PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED -

(i) that the finally approved Scheme (as it stands after modification so far made in the originally approved Scheme) as set out in Schedule "A" and the lay out plan (thus modified) copy of which is annexed hereto shall be treated as and deemed to be part of this Indenture ;

(ii) that the Society shall dispose of the land within the scheme in the manner hereinafter provided PROVIDED ALWAYS that no land shall

be.....

be utilised or disposed of for any purpose other than that for which it has been allocated in the Scheme without the previous sanction of the Government ;

- (iii) the lands under different allotments in the Scheme shall be disposed of on such lawful terms and conditions and to such classes of persons as are set out in Schedule "C" hereunder ;
- (iv) that the Society shall not dispose of any plot of land at a price higher than that fixed for it and approved by Government, nor shall any land be disposed of by auction ;
- (v) that the Government shall have power to call for from time to time all such information and accounts as may in its opinion be necessary for reasonably satisfying itself that the terms and conditions of disposal of land are being properly complied with; and the Society shall on such requisition furnish forthwith such information and accounts to the Government and the Government may also depute at any time and as often as it may think fit, an Officer to inspect any records, correspondence, plans, accounts and other documents relating to the scheme and the Society and its employees shall be bound to afford facilities to such officer for inspection;
- (vi) that in the event of the Society failing to comply with any of the aforesaid terms and conditions, the Governor may re-enter upon and take possession of the lands other than those which might have been disposed of in accordance with the aforesaid terms and conditions and thereupon such lands which the possession will be so taken over shall forthwith vest in the Governor absolutely and the Governor may either sell such lands and upon such sale the Governor shall after deducting the expenses of taking possession and selling pay the balance of the proceeds of sale to the Society or the Governor may retain the said lands in which case the Society.

society shall be entitled to a payment of the proportionate amount deposited by it in respect of such lands so retained by the Governor with the Collector as compensation and cost of acquisition of any other reasonable and necessary expenditure incurred by it in executing the Scheme less the statutory allowance of 15 per cent for compensation and less any amount that might have been otherwise recovered.

- (vii) that if at any time hereafter the Governor shall be entitled to exercise the power of resumption of the said lands and shall fail to exercise such power, the Society may at any time give to the Governor notice in writing calling upon him to exercise within one year after receipt of such notice by him the same shall be deemed to be waived and thereafter shall cease to be exercisable and the said lands shall thenceforth be and remain vested in the Society absolutely and for ever ;
- (viii) should any dispute or difference arise concerning any covenant, clause or thing herein contained, the opinion and decision of the Government upon dispute or difference shall be final and conclusive ;

SCHEDULE "A" ABOVE REFERRED TO

NAME OF THE DEVELOPMENT SCHEME :

THE KRISHNAPUR REFUGEE CO-OPERATIVE COLONY LIMITED

(a) Area of operation : the land is situated within village Krishnapur, J.L.No. 17, P.S. Rajarhat, District 24 Parganas comprising C.S.Plots 2323, 2324, 2326, 2327, 2330 to 2333, 2343 to 2373, 2376 to 2393, 2395 to 2404, 2413 to 2417, 2425 to 2432, 2440, 2442 to 2491 and 2555 to 2558, measuring more or less 85.33 acres.

(b).....

(b) Costing of the Scheme :

<u>Land Purchasing</u> : Cost of acquisition of 87'67 acres or lands and costs of purchasing already made	...	Rs 4,70,000/-
<u>Land Reclamation</u> : Raising of 236 Bighas of lands to 3' ft(av.) above the existing level	...	Rs 5,30,000/-
<u>Engineering works</u> : (a) Road Building of 3,01,760 sft. with 15', 12' and 10' as carriageways respectively on 40', 30', 25' and 20' and 15' wide roads with one brick soling and 6" of Jhama metal @ Re.1/- per sft.	...	Rs 3,02,000/-
(b) Drains and culverts	...	Rs 2,80,000/-
(c) Ghatla making of 14 such @ Rs 5,000/- per capita	...	Rs 70,000/-
(d) Cost of sinking of Tube-wells of 25	...	Rs 20,000/-
<u>Incidental costs</u> : Establishment, Audit charges, legal and other charges..		Rs 1,24,300/-
	<u>Total :</u>	<u>Rs 17,96,300/-</u>

Costing of the Scheme :

Recoupaents

By sale of :-

1.(a) Residential lands 147 Bighas @ 435/- per Cottah (av.)	...	Rs 12,69,000/-
(b) Residential lands 3 Bighas 10 Cot. @ 5000/- (converted from Commercial Land	...	Rs 3,50,000/-
(c) Commercial land 2 Bighas 7 Cot. @ 285/- per Cottah	...	Rs 1,34,000/-
2. Betterment Charges	...	Rs 43,300/-
	<u>Total :</u>	<u>Rs 17,96,300/-</u>

SCHEDULE.....

SCHEDULE "B" ABOVE REFERRED TO:

Area involved in reference cases
xxxx pending before the Land Acquisition Judges :-
the land is situated within village Krishnapur, J.L.
No. 17, P.S. Rajarnat, District 24 Parganas, comprising
C.S.Plots 2324, 2326, 2327, 2332, 2349, 2353 to 2355,
2368 more or less 34.55 acres.

SCHEDULE "C" ABOVE REFERRED TO :

Terms and conditions of disposal of land :-

(a) Lands under different allotments in the Scheme shall be disposed of by outright sale to the individual allottees as freehold at prices to be fixed with the approval of the Government under clause (iv).

(b) Lands allocated for common purposes under the Scheme shall vest in the Society, free of rent, and shall be liable to resumption by Government, without any compensation, if they are used without the permission of the Government for any purpose other than that for which they are allocated.

(c) Allotment of plots shall be made only to homeless Government Officers and bonafide East Bengal Refugees.

(d) One family shall not get more than one plot of homestead land.

IN.....

IN WITNESS WHEREOF the parties to these present have hereunto set and subscribed their respective hands and seal the day month and year first above-written.

For and on behalf of the Governor of the State of West Bengal by the Secretary to the Land Utilization, Reforms and Land and Land Revenue Department, Government of West Bengal in the presence of :



Deo Singh
Secretary to the Govt of West Bengal
Land Utilization and Land & Land Revenue Dept

For and on behalf of the Director of Land Utilization and Land Revenue Department, Government of West Bengal

SIGNED, SEALED AND DELIVERED for and on behalf of Krishnapur Refuge Co-operative Colony Ltd., by... *Sushil Kumar Mukherjee* ... who has also affixed his signature hereto as such in the presence of....
Sri. Sushil Kumar Mukherjee
87 Dum Dum Road, Calcutta.



Sushil Kumar Mukherjee
Director.

Krishnapur Refuge Co-operative Colony Ltd

Sushil Kumar Mukherjee
Director.

Comp. with the Land Draft
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12-19 '15

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