

THE DEED OF TRANSFER OF LAND ACQUIRED FOR THE RAJAPUR
DEVELOPMENT SCHEME (PLOT NO. P 6/13) TO SHRI SUNILCHANDRA
SIRCAR.



Administrative Rule 21 and 21A
 Mode _____ of the
 Bengal _____ in agricultural
 Tenancy _____ (or exempt
 from or _____ stamp duty)
 under the Stamp Act, 1899
 vide No. 23 + 5 (C)
 Fee paid -

A 201
 R 21
 2016

The Deed of Transfer of land acquired for the Rajapur Development Scheme in favour of the settler in the Scheme.

This indenture made this ~~Twenty-seventh~~ day of ~~January~~ one thousand nine hundred and sixtytwo 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 her successor in office and assigns) of the one Part and Sri Sunilchandra Sircar son of the Late Krishnalal Sircar residing at 5B Dover Lane Extension, Government Quarters, Calcutta-29, hereinafter referred to as "the Transferee", (which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, administrators, representatives and assigns) of the OTHER PART.

2. Whereas the Governor acquired certain lands at the instance of the Central Land and Building Society Ltd.,

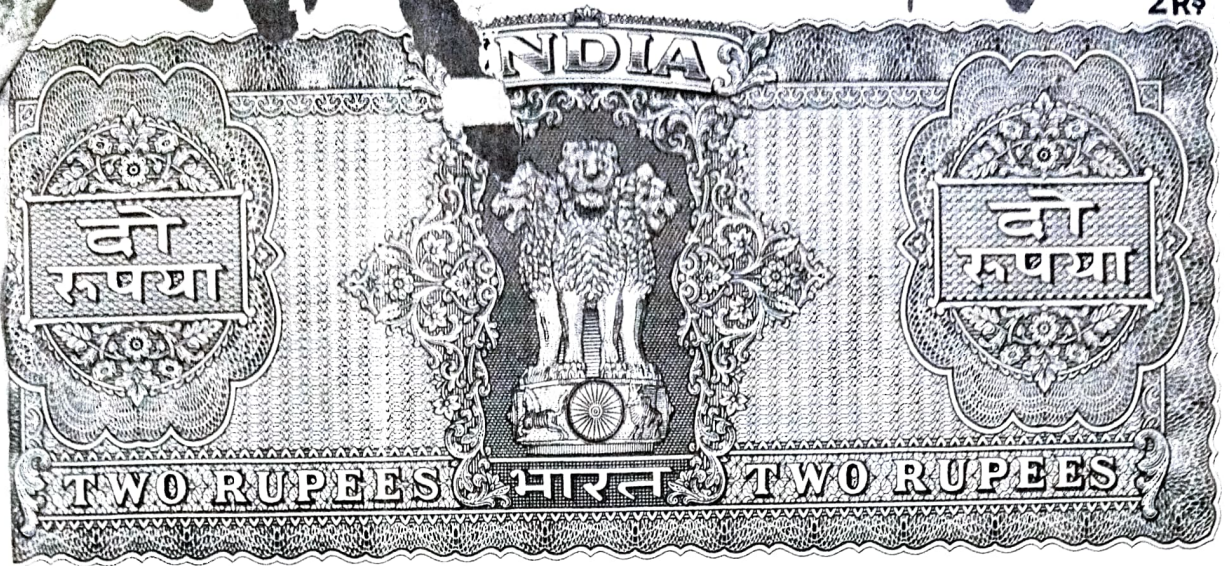


- 2 -

(hereinafter referred to as the said "Society") having its office at No.2/2, Southern Avenue within the municipal limits of Calcutta in the district of 24-Parganas for resettlement of refugees and creation of better living condition in mouzas Rajapur and Jadavpur P.S. Tollygunge, Parganas Khaspur, District 24-Parganas, under the West Bengal Land Development and Planning Act, 1948, and took possession of the said lands on or about the 6th October 1950 whereupon the said lands vested absolutely in the Government of West Bengal (hereinafter referred to as "The Government") free from all encumbrances.

3. And whereas pursuant to the provisions of section 10 of the said Land Development and Planning Act the Society entered into an agreement with the Governor bearing date the 1st day of September, 1950 whereby it was 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 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 & Planning Act, 1948.

4. And whereas in accordance with the provisions of the said agreement the Society deposited with the Collector of

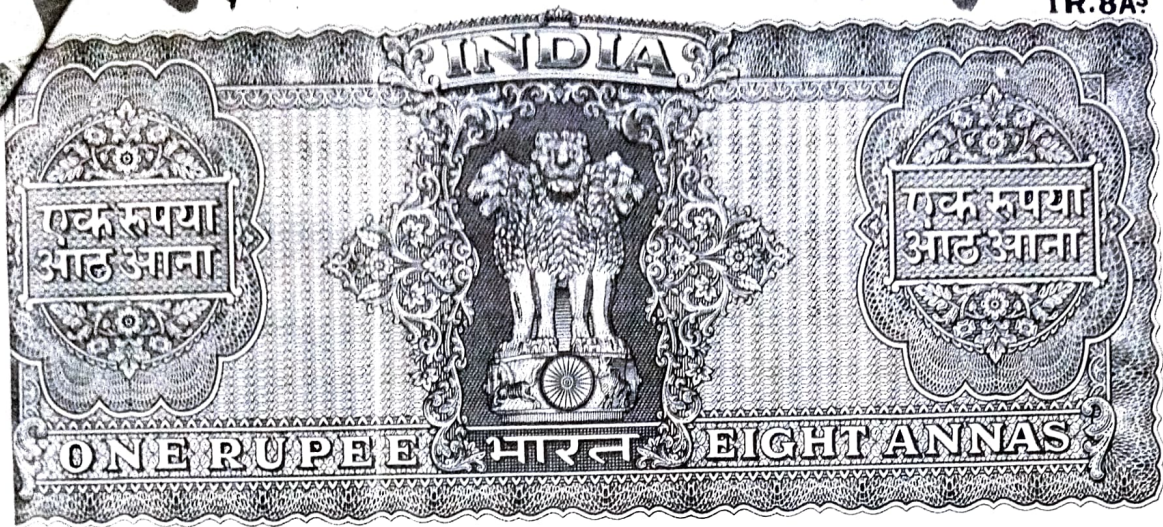


- 3 -

24-Parganas Rs.1,12,683=90 nP. being part of the costs 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 the costs, charges and expenses as aforesaid to enable the Society to sell and transfer the said lands to bonafide refugees and homeless Government employees in terms of the said hereinbefore in part recited Agreement.

5. 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 in the Government 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 applied to the Administrator for allotment of the plot of land mentioned in the schedule hereunder written forming part or portion



- 4 -

of the said lands so acquired as aforesaid under the Land Development & Planning Act, for residential purpose and the Administrator, Rajapur Development Scheme, had agreed to allot to the Transferee 3 Cottahs - 12 Chhataks and 34 sq.ft. of land, on payment of the sum of Rupees Five thousand three hundred and sixteen and eleven naye paise (Rs.5,316=11 nP.) only towards the price of the said land and agreeing to pay such further sum as may be fixed by the Government 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 any decision in any reference case or any proceeding that might have been or may be instituted in respect of the acquisition of the said lands as aforesaid.

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

8. Now this Indenture Witnesseth that in consideration of the sum of Rs.5,316=11 nP. paid by the Transferee as aforesaid towards the price and of the agreement and

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without the sanction, in writing, of the Government first had

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undertaking of the Transfree to pay to the Government any further sum as may be payable hereafter as a result of any decision in reference case or any proceeding that might have been or may be instituted in respect of acquisition of the said land and in pursuance of the said agreement the Governor doth hereby grant transfer convey and assign unto the Transferee ALL THAT piece or parcel of land delineated in the map hereunto 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 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 or parcel of land and the Governor shall have all the powers and remedies available as a mortgagee in accordance with the provisions of the Transfer of Property Act or any statutory modification thereof for the time being in force including the power to appoint a Receiver of the said piece or parcel of land with all ancillary powers to such Receiver to take possession of the said piece or parcel of land with all buildings and structures as may in the meantime be erected thereon by the Transferee and to sell the same and apply the net sale proceeds towards 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 she has not at any time done or knowingly omitted or suffered any act, deed or thing whereby she is in any way prevented or restrained from transferring the said land unto the Transferee in the manner aforesaid And the Transferee hereby covenants with the Governor that he shall not without the sanction, in writing, of the Government first had

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, be realisable as a public demand under the Bengal Public Demands Recovery Act or any statutory modification thereof for the time being in force.

10. The schedule above referred to. All that piece of land situated in mouza Rajapur Jurisdiction list No.23 P.S. Tollygunge Sub-registration office Alipore District 24-Parganas containing an area of more or less 3 Cottahs - 12 ch. 34 sq.ft. comprising plot No.P6/13 and butted and bounded in manner following, that is to say on the North by plot No.P6/12 on the south by plot No.P6/11 on the East by the Union Board Road and on the West by Scheme road.

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, Rajapur Development Scheme, I.C. Office, Alipur, 24-Parganas, for and on behalf of the Governor of the State of West Bengal in presence of:



[Handwritten Signature]
.....
(Signature)

Karti Chatterjee
d. A. Deptt, Alipore.
27.1.62.

.....
(Signature and address of witness)

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

Sunil Chandra Sircar
.....
(Signature) 27.1.62

Bishnu Chandra Sircar, Rajapur Development Scheme, Alipur, 24-Parganas, Calcutta - 21
.....
(Signature and address of witness) 27.1.62.



COMPUTER DEVELOPMENT SCHEME
AUTHORISED BY STATE GOVT. OF BENGAL
 (USUALLY CALLED CENTRAL PARK)

PLAN OF PLOT NO. 6/13 SHOWN WITHIN RED VERGE IN THE PLAN

SCALE: 50' = 1"

COMPLETING G.S. PLOTS 273, 274 & 275 OF MOUZA JADAVPUR J. L. NO. 35 AND G.S. PLOTS 1, 6, 7, 8, 9, 11, 25, 36, 38-52, 866 & 867 OF MOUZA RAJAPUR J. L. NO. 23 P. S. SADAR TOLLYGUNGE, DT. 24-PARGANAS.

REFERENCE

- | | |
|----------------------------|---|
| 1. ONE STORED BUILDING |  |
| 2. TWO STORED BUILDING |  |
| 3. C.S. BOUNDARY | BROKEN LINE |
| 4. C. SCHEME PLOT BOUNDARY | --- FIRM LINE |

