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



BYAMP AFFIXED BY.

Original

SAME AND MENTAL TRUDENT.

representatives and assigns) of the OTHER PART.

Industrial Co., Ltd., registered under the Companies Act, now in liquidation, (hereinafter referred to as the said "Company") which had its registered Office at Sodepore within the municipal limits of Panihati in the District of 24-Parganas, for resettlement of refugees and creation of better living condition in mouzas Sodepore, Natagarah and Ghola, P. S. Khardah, District 24-Parganas, under the West Bengal Land Development and Planning Act, 1948 and took possession of the said lands on or about the March, 1956 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 at Sec. 10 of the said Land Development & Planning Act the Company entered into an agreement with the Governor bearing date the 17th day of November 1950 whereby it was agreed interalia that the Company 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 Company deposited with the Collector of 24-Parganas Rs. 1,19,185/- being part the costs of acquisition of the said lands and possession of the said lands was made to the said Company with the right to have the lands transferred the Company upon full payment of the amount of compensation and the costs, charges and expenses as aforesaid to enable the Company to sell and transfer the said lands to bonafide 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 Company having failed to comply with the terms and conditions of the said hereinbefore in part recited Agreement, the Government determined the said Agreement dated the 17th day of November, 1950 entered into between the Company and the Governor, 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 had prior to the termination of the said hereinbefore in part recited Agreement dated the 17th day of November 1950 deposited with the Company the sum of Rs. 1625/-.......for the allotment of the plot of land hereinafter mentioned and described in the Schedule hereunder written to the Transferee but no transfer had been effected by the Company in favour of the Transferee of the said land.
- 7. And whereas the Transferee has now applied to the Administrator for allotment of the plot of land mentioned in the Schedule hereunder 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, Sodepore Development Scheme, had agreed to allot to the Transferce.. 5.. (Five ottahs of land, on paymentof the sum of Rs.975/7.....in addition to the sum of Rs 1625/paid by the Transferee to the Company aforesaid towards the pritter ព្ឋ of the said land and upon assignment by the Transferee in favour of the Governor, the claim of the Transferee to recover from the Company the said sum of Rs 1625/-..so deposited as aforesaid by the Transferee with the Company.

- 8. 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
- 9. Now this Indenture Witnesseth that in pursuance of the said agreement and in consideration of the sum of Rs 975/-......paid by the Transferee to the Government on or before the execution of these presents and the Assignment executed by the Transferee in favour of the Governor of the claims of the said Transferee against the Company for the said sum of Rs 1625/-..... so deposited by the Transferee with the Company as aforesaid, the Governor doth hereby grant, transfer, convey and assign unto the Transferee ALL THAT piece or parcel of land delineated 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 piece 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 dewlling house for the residence of himself and the members of his family.
- 10. And this Indenture further Witnesseth that all moneys that may be 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.
 - 11. The Schedule above Referred to.

North by.plot. No.151 on the south byplot No.153n East by Common Road on the West byplot No.144

12. 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, Sodepore Development Scheme, Land & 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 winness)

Development Scheme, Land & Land Gerenue Deptt.

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

Sujit kunan - Ghoor. Signature & address of Witness.

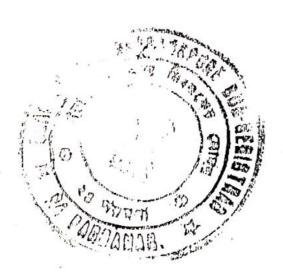
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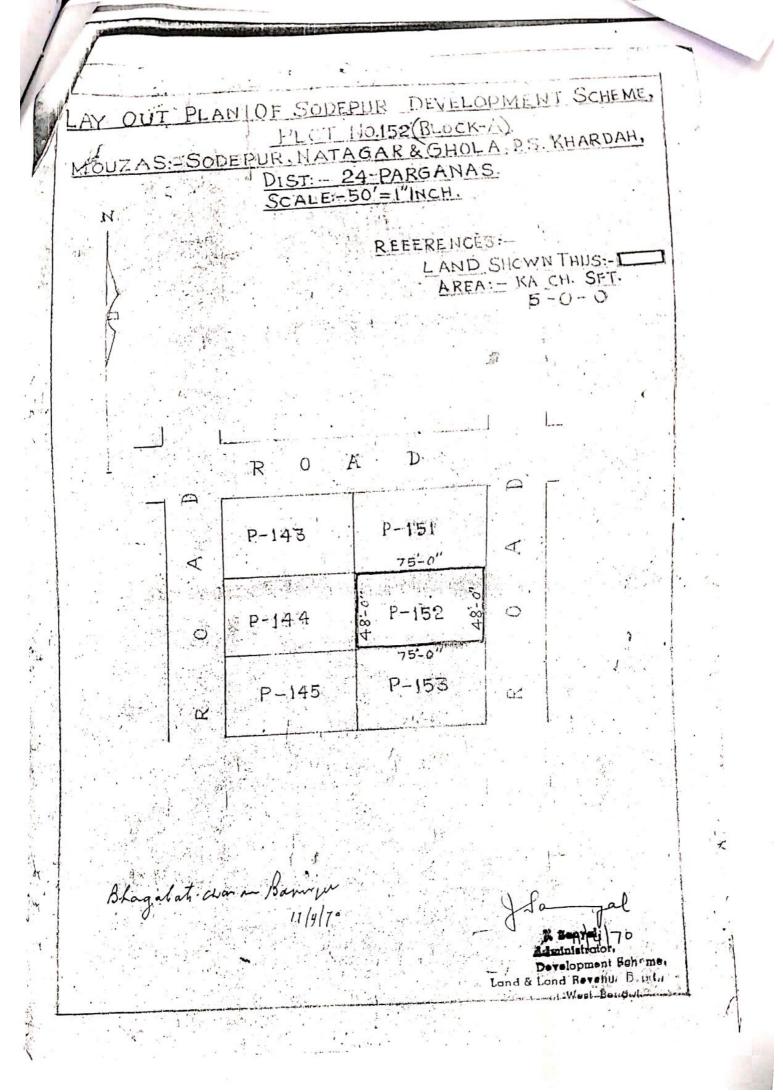
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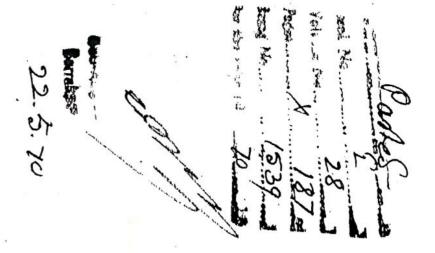
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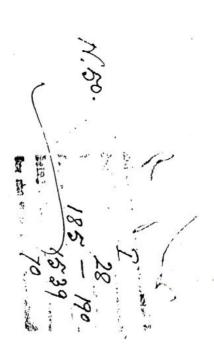
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