

Government of West Bengal
Land & Land Reforms and Refugee Relief & Rehabilitation Department
Land Development Branch,
Nabanna (6th Floor)
325, Sarat Chatterjee Road, P.O. – Shibpur, Howrah – 711102.

NOTIFICATION

No. 595 - 2P-08/2013

Date: 10-05-2023

Whereas State Government acquired land for settlement of immigrants and for creation of better living condition within some villages by declaring certain development scheme viz. i) Baishnabghata Development Scheme, ii) PurbaPutiary development scheme, iii) Rajapur development scheme, iv) Parnashree Pally development scheme, v) Gopalpur development scheme, vi) Barrackpur development scheme, vii) Bediapara development scheme and viii) Sodepur development scheme (hereinafter called the ' said Schemes') in terms of Section 4 of the West Bengal Land Development and Planning Act, 1948 (hereinafter called the said Act);

And whereas, State Government in the Land & land Reforms and Refugee Relief & Rehabilitation Department intended to regularise the occupiers of the said 8(eight) Development Scheme vide Notification No. 787/2P-8/2013 Dated-25.02.2021.

And whereas the State Government has decided to issue standard format of deed for settlement and regularisation of the occupiers of the said development Schemes.

Now after careful consideration of the matter, the Governor is pleased hereby to issue the following format of deeds:


- i. Annexure – I – Deed of Transfer applicable for allottee.
- ii. Annexure – II – Deed of Transfer applicable for transferee.
- iii. Annexure – III – Demand Notice for deposition of amount payable to Govt.
- iv. Annexure –IV – Letter of allotment for execution of Deed.

for the settlement and regularisation of the occupiers of the said Development Schemes in the manner as may be prescribed.

Also, the occupants who paid full acquisition cost will be waived from payment of stamp-duty and for others, stamp-duty will be calculated on the basis of such set-forth value.

This has the concurrence of Finance Department under UO No: Group A-II/2023-2024/0002, UO Date : 13/04/2023.

By order of the Governor,

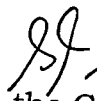

L.R.C. & Secretary to the Govt. Of West Bengal

No. 595 /1(5) - 2P-08/2013

Date: 10-05-2023

Copy forwarded for information and taking necessary action to -

1. The Director of Land Records & Surveys, WB
2. The Collector, North 24-Parganas and South 24-Parganas
3. Joint Secretary to the Govt. Of West Bengal
4. The ADM(LA), South 24-Parganas & ADM(LA), North 24-Parganas and Administrator.


L.R.C. & Secretary to the Govt. of West Bengal



Applicable for Allottee

The Deed Of Transfer Of Land Acquired For The Development Scheme
In Favour Of The Settler In The Scheme.

THIS INDENTURE made this.....day of.....Two
thousand.....BETWEEN THE GOVERNOR OF THE STATE OF WEST
BENGAL hereinafter called "THE Executor" (which terms and expression shall, unless excluded
by or repugnant to the context, be deemed to mean and include his successor-in-office and assigns) of
the ONE PART.

AND

Sri/Smt..... Aadhar No..... PAN -
....., Mob. No..... S/D/W ofresiding at
....., hereinafter referred to as "THE ALLOTEE" (which term and expression shall,
unless excluded by or repugnant to the context be deemed to include their heirs, executors,
administrators, representatives and assigns) of the **OTHER PART**.

1. **WHEREAS** the Government of West Bengal (herein after referred to as "**THE GOVERNMENT**") acquired certain chunk of land under section 4 of the West Bengal Land Development and Planning Act, 1948 (hereinafter referred as the said Act) for settlement of public purposes as defined under section 2(d) of the said Act and created development scheme under section 2(b) of the said Act.

2. **The Government** appointed/
Kanungo's Co-operative Credit Society Ltd(1955)/ Bastuhara Dokandar Samity (1976)/ Sodepur H.B. Town Industrial Development Company Ltd. (1956) (herein after referred to as the said "Society/Samity/ Company") which had its registered office at for resettlement of immigrants and creation of better living condition in Mouza-, J. L. No. and, (herein after referred to as "**said land**"), under the said Act and took possession of the said land on

.....development scheme whereupon the said land vested absolutely in the Government of West Bengal free from all encumbrances.

3. **AND WHEREAS** pursuant to the provision of section 10 of the said Act, the said Society/Samity/ Company entered into an agreement with the Government on (herein after referred to as the said “**Agreement**”) whereby it was agreed inter alia that the said Society/Samity/ Company should pay to the Government all and every compensation that will be payable in respect of the acquisition of said land and all cost, charge and expenses of the acquisition proceedings as may be estimated by the Collector of 24 Paraganas under the said Act.

4. **AND WHEREAS** in accordance with the provision of the said Agreement, possession of the said land was made over to the said Society/Samity/ Company with the right to have the land transferred to the said Society/Samity/ Company upon full payment of the amount of compensation and the cost, charges and expenses as aforesaid to enable the said Society/Samity/ Company to transfer the said land to bonafide immigrants of the state of West Bengal in terms of the said Agreement.

5. **AND WHEREAS** in terms of an Agreement made on..... Secretary/ Director of the said Society/Samity/Company had agreed to allot to Sr/Smt....., son/daughter/ wife of, the plot of land of area mentioned in the schedule hereunder written, forming part of portion of the said land so acquired as aforesaid under the said Act for residential purpose, on payment of Rs.- (Rupees) only towards the price of the said land.

6. **AND WHEREAS** the said Society/Samity/ Company failed to comply with terms and conditions of the Agreement and Government determined the said Agreement entered between the said Society/Samity/Company and the Government, and resumed the said land which remained vested absolutely in the Government for dealing and disposing of the same in execution of the development scheme and appointed an administrator for the execution of the said scheme.

7. **AND WHEREAS** the ALLOTEE had prior to the Termination of the said Agreement, deposited with the said Society/Samity/ Company the sum of Rs.- (Rupees Only) towards allotment of the plot of land hereinafter mentioned and described in the schedule

hereunder but no transfer had been effected by the said Society/Samity/ Company in favour of the Allottee.

8. **AND WHEREAS** the Government has considered to regularise all the applications of the occupiers on the land comprised in the Development Schemes under the said Act;

9. **AND WHEREAS** the ALLOTTEE has now applied to the Administrator for settlement of the plot of land mentioned in the schedule hereunder, forming part or portion of the said land so acquired as aforesaid under the said Act for residential purposes

10. **AND WHEREAS** in terms of Notification No.787/1(5)-2P-8/2013 dated 25.2.21 of the Department of Land & Land Reforms and Refugee Relief & Rehabilitation, demand notice was issued for payment of Rs.....(rupees.....) towards acquisition cost as remain unpaid in full/ part with interest on arrear to the allottee, among others;

11. And whereas the Alottee has made payment of all dues in full. Complete and up to date in compliance of the demand notice No..... dated..... of the

12. **AND WHEREAS** the Alottee have requested the Government to execute these presents for the purpose of the plot of land mentioned in the Schedule hereunder, allotted to them and the Transferee and the Government has agreed to do so.

13. **AND WHEREAS** it has been decided by the Government to execute a Free Hold Title Deed (FHTD) for the said plot of land in favour of the ALLOTTEE so as to confer absolute right, title and interest of possession in the land more fully described in the schedule hereunder ;

NOW THIS DEED WITNESSETH AS FOLLOWS:-

1. the EXECUTOR doth hereby execute this deed and transfer absolute title unto the ALLOTTEE ALL THAT PIECE AND PARCEL OF LAND more fully described and specified in the schedule hereunder TO HAVE AND TO HOLD THE SAID land hereby given, granted and transferred unto and to the use of the ALLOTTEE forever.

- II. That on execution of this agreement, the ALLOTEE shall be in possession of the parcel of land more fully described under SCHEDULE to this agreement and shall continue to remain in possession subject to the terms and conditions of this agreement.
- III. That pursuant to the Law and Rules framed thereunder with Regulation applicable for entering into the agreement of allotment of land etc. for the EXECUTOR, this instant agreement has been entered into and as such, the above-mentioned Law/ Rules and Regulation will strictly adhere to the both parties of this agreement in all terms. Further, this agreement would be treated as the ^{Subsisting} substitute agreement for the agreement, if so entered into earlier between the both parties of this Deed. After execution of this instant agreement, all-earlier agreement, if any, executed between the parties, would be considered as invalid and non-operational in law for all purposes;
- IV. That the ALLOTEE(S) shall pay the annual Land Revenue in favour of the Government of West Bengal in the Department of Land & Land Reforms and Refugee Relief & Rehabilitation as raiyat at the rate prescribed under the West Bengal Land Reforms Act, 1955 and Rules in the office of the Block Land & Land Reforms Officer or any other place or places as may be specified for such purposes.
- V. That the ALLOTEE(S) shall pay all rates, taxes, cesses and other outgoing payable in respect of the allotted parcel of land to the State and/or Central Government, and any other local or public authority in time as payable for a raiyat for the time being in force.
- VI. That the allottee / allottees shall enjoy the right, title and ownership over the land so allotted, as prescribed in section 4 of the West Bengal Land Reforms Act, 1955;
- VII. That the ALLOTEE(S) shall pay all charges for consumption of water and/ or electricity in the premises to concerned authorities;
- VIII. That the ALLOTEE(S) shall be eligible to apply before the concerned authorities for mutating their name/s as raiyat(s) in the revenue records accordingly on execution and registration of this deed;
- IX. That the ALLOTEE(S) shall be at liberty to mortgage charge or encumber the said land as prescribed under section 7 of the West Bengal Land Reforms Act, 1955;
- X. That the ALLOTEE(S) shall have right save as hereinafter provided to alienate or transfer the land comprised in the schedule hereunder written in any manner

whatsoever to any intending purchaser PROVIDED THAT such subsequent purchaser(s) shall remain bound to adhere the terms and covenants of this Deed;

SCHEDULE

ALL THAT PIECE OR PARCEL OF LAND with the following particulars:

1. District:
2. Police Station:
3. Name of Mouza:
4. J.L. No.:
5. Plot No.:
6. Total area of the plot (in decimal):
7. Respective area of the plot allotted (in decimal):
8. Respective area of the plot allotted (in sq. feet):
9. Boundary of the allotted plot/ area:

North-

East-

South-

West-

IN WITNESS WHEREOF THE EXECUTOR and ALLOTEE(S) have hereunto set and subscribed their respective hands the day, month and year first above-written.

For and on behalf of the Governor,

Signed and delivered by the Administrator,Development Scheme

Shri

(Name, Designation and Seal)

for and on behalf of the Government of West Bengal,

Land & Land Reforms and Refugee Relief & Rehabilitation

Department

In the presence of :



1st witness

Address

Occupation

2nd witness

Address

Occupation

.....

Signed by the ALLOTEE(S)

1st witness

Occupation

Address

2nd witness Occupation

.....

Address

The Deed Of Transfer Of Land Acquired For The Development Scheme
In Favour Of The Settler In The Scheme.

THIS INDENTURE made this.....day of.....Two
thousand.....BETWEEN THE GOVERNOR OF THE STATE OF WEST
BENGAL hereinafter called "**THE Executor**" (which terms and expression shall, unless excluded
by or repugnant to the context, be deemed to mean and include his successor-in-office and assigns) of
the **ONE PART**.

AND

a) **Aadhar No**..... **PAN** -
....., **Mob. No**..... S/D/W ofresiding at
....., hereinafter referred to as "**THE TRANSFERREE**" (which term and
expression shall, unless excluded by or repugnant to the context be deemed to include their
heirs, executors, administrators, representatives and assigns) of the **OTHER PART**.

(a) In case of an individual

b)s/d/w of residing at and
.....s/d/w of.....residing at.....and
.....s/d/w ofresiding at and
carrying on business in co-partnership under the name an style of
..... at..... hereinafter referred to as "**THE
TRANSFEREE**" (which term and expression shall, unless excluded by or repugnant to the
context be deemed to include their heirs, executors, administrators, representatives and
assigns) of the **OTHER PART**.

(b) In case of a partnership firm.

c), a company registered under the Companies Act, 1956 /
Companies Act, 2013 CIN No.....having its registered office at

..... hereinafter referred to as "THE TRANSFEREE" (which term and expression shall, unless excluded by or repugnant to the context be deemed to include their heirs, executors, administrators, representatives and assigns) of the **OTHER PART**.

(c) In case of a Company

1. **WHEREAS** the Government of West Bengal (herein after referred to as "**THE GOVERNMENT**") acquired certain chunk of land under section 4 of the West Bengal Land Development and Planning Act, 1948 (hereinafter referred as the said Act) for settlement of public purposes as defined under section 2(d) of the said Act and created development scheme under section 2(b) of the said Act.

2. **The Government** appointed/
Kanungo's Co-operative Credit Society Ltd(1955)/ Bastuhara Dokandar Samity (1976)/ Sodepur H.B. Town Industrial Development Company Ltd. (1956) (herein after referred to as the said "Society/Samity/ Company") which had its registered office at for resettlement of immigrants and creation of better living condition in Mouza-, J. L. No. - and, (herein after referred to as "said land"), under the said Act and took possession of the said land ondevelopment scheme whereupon the said land vested absolutely in the Government of West Bengal free from all encumbrances.

3. **AND WHEREAS** pursuant to the provision of section 10 of the said Act, the said Society/Samity/ Company entered into an agreement with the Government on (herein after referred to as the said "**Agreement**") whereby it was agreed inter alia that the said Society/Samity/ Company should pay to the Government all and every compensation that will be payable in respect of the acquisition of said land and all cost, charge and expenses of the acquisition proceedings as may be estimated by the Collector of 24 Paraganas under the said Act.

4. **AND WHEREAS** in accordance with the provision of the said Agreement, possession of the said land was made over to the said Society/Samity/ Company with the right to have the land transferred to the said Society/Samity/ Company upon full payment of the amount of compensation and the cost, charges and expenses as aforesaid to enable the said Society/Samity/ Company to

transfer the said land to bonafide immigrants of the state of West Bengal in terms of the said Agreement.

5. **AND WHEREAS** in terms of an Agreement made on, Secretary/ Director of the said Society/Samity/Company had agreed to allot to, son/daughter/ wife of, the plot of land of area mentioned in the schedule hereunder written, forming part of portion of the said land so acquired as aforesaid under the said Act for residential purpose, on payment of Rs./- (Rupees) only towards the price of the said land.

6. **AND WHEREAS** the said Society/Samity/ Company failed to comply with terms and conditions of the Agreement and Government determined the said Agreement entered between the said Society/Samity/Company and the Government, and resumed the said land which remained vested absolutely in the Government for dealing and disposing of the same in execution of the development scheme and appointed an administrator for the execution of the said scheme.

7. **AND WHEREAS** the ALLOTTEE had prior to the Termination of the said Agreement, deposited with the said Society/Samity/ Company the sum of Rs./- (Rupees Only) towards allotment of the plot of land hereinafter mentioned and described in the schedule hereunder but no transfer had been effected by the said Society/Samity/ Company in favour of the Alottee.

8. **AND WHEREAS** the ALLOTTEE had transferred the land subsequently to the Transferee (current occupier) vide deed no..... dated/ chain deed numbers dated and the transferee(s) is/are in possession of the demised land.

9. **AND WHEREAS** the Government has considered to regularise all the applications of the occupiers on the land comprised in the Development Schemes under the said Act;

10. **AND WHEREAS** the Transferee has now applied to the Administrator for allotment of the plot of land mentioned in the schedule hereunder, forming part or portion of the said land so acquired as aforesaid under the said Act for residential/commercial purposes.

11. **AND WHEREAS** in terms of Notification No. 787/1(5)-2P-8/2013 dated 25.2.21 of the Department of Land & Land Reforms and Refugee Relief & Rehabilitation, demand notice was issued

for payment of Rs.....(rupees.....) towards penalty of such transfer;

12. And whereas the Transferee has made payment of all dues in full. Complete and up to date in compliance of the demand notice No..... dated..... of the

13. **AND WHEREAS** the Transferee have requested the Government to execute these presents for the purpose of the plot of land mentioned in the Schedule hereunder, transferred to them and the Government has agreed to do so.

14. **AND WHEREAS** it has been decided by the Government to execute a Free Hold Title Deed (FHTD) for the said plot of land in favour of the TRANSFEREE so as to confer absolute right, title and interest of possession in the land more fully described in the schedule hereunder ;

NOW THIS DEED WITNESSETH AS FOLLOWS:-

- XI. the EXECUTOR doth hereby execute this deed and transfer absolute title unto the ALLOTEE ALL THAT PIECE AND PARCEL OF LAND more fully described and specified in the schedule hereunder TO HAVE AND TO HOLD THE SAID land hereby given, granted and transferred unto and to the use of the TRANSFEREE forever.
- XII. That on execution of this agreement, the TRANSFEREE shall be in possession of the parcel of land more fully described under SCHEDULE to this agreement and shall continue to remain in possession subject to the terms and conditions of this agreement.
- XIII. That pursuant to the Law and Rules framed thereunder with Regulation applicable for entering into the agreement of allotment of land etc. for the EXECUTOR, this instant agreement has been entered into and as such, the above-mentioned Law/ Rules and Regulation will strictly adhere to the both parties of this agreement in all terms. Further, this agreement would be treated as the ^{superceding} substitute agreement for the agreement, if so entered into earlier between the both parties of this Deed. After execution of this instant agreement, all-earlier agreement, if any, executed between

the parties, would be considered as invalid and non-operational in law for all purposes;

- XIV. That the TRANSFEREE shall pay the annual Land Revenue in favour of the Government of West Bengal in the Department of Land & Land Reforms and Refugee Relief & Rehabilitation as raiyat at the rate prescribed under the West Bengal Land Reforms Act, 1955 and Rules in the office of the Block Land & Land Reforms Officer or any other place or places as may be specified for such purposes.
- XV. That the TRANSFEREE shall pay all rates, taxes, cesses and other outgoing payable in respect of the allotted parcel of land to the State and/or Central Government, and any other local or public authority in time as payable for a raiyat for the time being in force.
- XVI. That the transferee shall enjoy the right, title and ownership over the land so allotted, as prescribed in section 4 of the West Bengal Land Reforms Act, 1955;
- XVII. That the TRANSFEREE shall pay all charges for consumption of water and/ or electricity in the premises to concerned authorities;
- XVIII. That the TRANSFEREE shall be eligible to apply before the concerned authorities for mutating their name/s as raiyat(s) in the revenue records accordingly on execution and registration of this deed;
- XIX. That the TRANSFEREE shall be at liberty to mortgage charge or encumber the said land as prescribed under section 7 of the West Bengal Land Reforms Act, 1955;
- XX. That the TRANSFEREE shall have right save as hereinafter provided to alienate or transfer the land comprised in the schedule hereunder written in any manner whatsoever to any intending purchaser PROVIDED THAT such subsequent purchaser(s) shall remain bound to adhere the terms and covenants of this Deed;

SCHEDULE

ALL THAT PIECE OR PARCEL OF LAND with the following particulars:

1. District:
2. Police Station:
3. Name of Mouza:
4. J.L. No.:
5. Plot No.:
6. Total area of the plot (in decimal):
7. Respective area of the plot allotted (in decimal):

8. Respective area of the plot allotted (in sq. feet):

9. Boundary of the allotted plot/ area:

North-

East-

South-

West-

IN WITNESS WHEREOF THE EXECUTOR and TRANSFEREE have hereunto set and subscribed their respective hands the day, month and year first above-written.

For and on behalf of the Governor,

Signed and delivered by the Administrator,Development Scheme

Shri

(Name, Designation and Seal)

for and on behalf of the Government of West Bengal,

Land & Land Reforms and Refugee Relief & Rehabilitation
Department

In the presence of :

1st witness

Address

Occupation

2nd witness

Address

Occupation

.....

Signed by the ALLOTTEE(S)

1st witness

Occupation

Address

2nd witness Occupation

.....

Address

Annexure-III

Demand Notice

Government of West Bengal

Land & Land Reforms Refugee Relief & Rehabilitation Department

LDP Branch, 6th Floor, Nabanna

Memo No.-

Dated-

To

Sri/ Smt.

Address:

Sub. - Demand notice in pursuance of Notification 787/1(5)-2P-8/2013 dated
25.2.21

In reference to the above, you are requested to deposit Rs. (Rupees
.....) by 2 (two) months from the date of issuance of this letter as
residual amount of acquisition cost along with interest thereof/ as penalty for transfer for
settlement of below mentioned schedule of land on the following government deposit head of
account.

Deposit Head of Account-

Schedule of Land

1. District:
2. Police Station:
3. Name of Mouza:
4. J.L. No.:
5. Plot No.:
6. Total area of the plot (in decimal):
7. Respective area of the plot allotted (in decimal):
8. Respective area of the plot allotted (in sq. feet):

Administrator,

_____ Development Scheme

Annexure-IV

Letter of Allotment

Government of West Bengal

Land & Land Reforms Refugee Relief & Rehabilitation Department

LDP Branch, 6th Floor, Nabanna

Memo No.-

Dated-

To

Sri/ Smt.

Address:

Sub. – Letter of Allotment in pursuance of Notification 787/1(5)-2P-8/2013
dated 25.2.21

Ref.- Demand notice issued vide no.-..... dated.....

In reference to the above, I am directed to inform you that the State Govt has approved the proposal for conversion of leasehold land acquired under Land Development & Planning Act, 1948 to raiyati land in the below mentioned schedule in favour of original leasee/transferee. You are requested to execute deed of transfer as attached within by 2 (two) months from the date of issuance of this letter.

Schedule of Land

1. District:
2. Police Station:
3. Name of Mouza:
4. J.L. No.:
5. Plot No.:
6. Total area of the plot (in decimal):
7. Respective area of the plot allotted (in decimal):
8. Respective area of the plot allotted (in sq. feet):

Administrator,

_____ Development Scheme