

THIS INDENTURE made this Four day of April one thousand nine hundred and eighty eight BETWEEN the GOVERNOR OF THE STATE OF WEST BENGAL hereinafter referred to as the "DONOR" (which expression shall unless excluded by or repugnant to the context be deemed to include his successors in office) of ONE PART AND SHRI/SMT/KM.

1) Sailendra Nath Ghosh
Son/Wife / daughter of Late Chintaharan Ghosh
residing at Sanhati Colony

SHRI / SMT / KM. 2) Shibani Ghosh
Son / wife / daughter of Shri Sailendra Nath Ghosh
residing at Sanhati Colony

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residing at

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hereinafter called the "DONEE" (which expression shall unless excluded by or repugnant to the context be deemed to include his/her heirs, executors, administrators, representatives and assigns) of OTHER PART.

WHEREAS after the partition of India a large number of residents of former East Pakistan crossed over and came to the territory of the State of West Bengal from time to time due to force of circumstances beyond their control.

AND whereas the Government of West Bengal (hereinafter referred to as the "Government") offered all reasonable facilities to such persons (hereinafter referred to as "Refugees") for residence in West Bengal.

AND whereas a considerable number of such people were compelled by circumstances to use vacant lands in the urban areas for homestead purposes.

AND whereas the DONEE was one of such persons who had come to use and occupy a piece of land particularly described in the schedule hereunder.

AND whereas the DONEE being a refugee displaced from East Pakistan (now Bangladesh) approached the Government of West Bengal for a plot of land for his rehabilitation.

AND whereas the Government of West Bengal with the intent to rehabilitate the Refugees from East Pakistan now Bangladesh acquired land in C.S. Dug No. 563 (E) Mouza Raipur in the District of 24 Parganas (S) and the provisions of L.D.C. Act, 1948/L.A. Act I of 1894 including the plot now in occupation of the DONOR

Respectfully Signed on behalf of the Government of West Bengal

AND whereas in accordance with such request and for the purpose of rehabilitation the Government of West Bengal by a lease dated 16-1-84 demised in favour of the DONEE all the piece of land measuring 3 Cottahs 14 Chatacks X Sq. Feet be the same a little more or less recorded in C.S. Dag No. 563 (P) Mouza Raipur within the Police Station Jadarpur in the District of 24 Parganas and more particularly described in the schedule hereunder written for a period of Ninety-nine years as from the date of the demise on the terms and conditions mentioned therein.

AND whereas it has been decided by the Government to confer absolute right title and interest by way of gift in the said demised land more fully described in the schedule hereunder written unto and in favour of the DONEE he/she having agreed to surrender his/her leasehold interest under the said deed of lease dated 16-1-84.

NOW THIS DEED WITNESSETH as follows :

1. THAT in consideration of the premises the DONEE hereby surrenders and yields up to the DONOR all that the land comprised in and demised by the hereinbefore in part recited lease and described in the schedule hereunder written with all buildings, structures and erection on the said land and other fixtures and fittings and the improvements made by the DONEE thereon to the intent that the terms created by the said lease and all estate and interest of the DONEE in the said land or by virtue of the said lease be absolutely and forever extinguished and the said land may revert to the DONOR with the said buildings, structures, fixtures, etc. AND the DONOR hereby releases the DONEE his/her heirs, executors, administrators from all claims, demands and liability arising under or in respect of the said land AND the DONEE hereby relinquishes all claims of compensation for any buildings, constructions and fixtures, etc. as erected and made on the said land with all fixtures and fittings.

2. NOW THIS DEED ALSO WITNESSETH that in consideration of the premises hereinbefore mentioned and to provide relief to the DONEE in consideration of his/her destitute condition the DONOR doth hereby absolutely give grant and transfer unto the DONEE ALL THAT PIECE AND PARCEL OF LAND more fully described in the schedule hereunder written as homestead land OR HOWSOEVER otherwise the said land hereditaments and premises are or is at any time or times heretofore were situated butted and bounded as hereinafter described TOGETHER WITH all ways, paths, passages, easements, privileges, THE SAID land hereditaments and premises hereby given granted and transferred unto and to the use of the DONEE forever AND the DONEE shall and may at all times hereafter peaceably and quietly possess and enjoy the said land hereby given granted and transferred subject to the condition that the DONEE shall have no right save as hereinafter provided to alienate or transfer in any way the land comprised in the schedule hereunder written in any manner whatsoever within a period of 10 (ten) years from the date of these presents without obtaining prior written permission of the DONOR which shall not be obligatory on the part of the DONOR and which will be granted only in exceptional circumstances of hardship PROVIDED THAT THE DONEE shall be at liberty to mortgage charge or encumber the said land with the Life Insurance Corporation of India or any Nationalised or Scheduled Bank, Co-operative Bank or Government or any Statutory Body or Government Sponsored Financial Institution within this period of ten years for the purpose of construction of a residential building therein and for the purpose of better economic and physical improvement AND THE DONOR and all persons lawfully and equitably claiming as aforesaid shall and will from time to time and at all times hereinafter at the request and costs of the DONEE do or execute or cause to be done and executed all such acts, deeds and things whatsoever for further better and more perfectly assuring the said mortgage hereditaments and premises and every part thereof unto the DONEE in the manner aforesaid as shall or may be reasonably required.

SCHEDULE

ALL THAT PIECE OR PARCEL OF LAND measuring 3 C. 14 Ch. X Sft. more or less of homestead land in E.P. No. 53 (S.P. 74) in C.S. Plot No. 563 (P) in Khatian No. of Mouza Raipur J. L. No. 33 in the District of 24 Parganas (S) Sub-Registration Office Alipur butted and bounded in the manner following:

- On the North C.S. 121
- S.P. 75
- Colony Road
- Colony Road

WITNESSES WHEREOF THE DONOR and THE DONEE have herewith set and subscribed their hands the day, month and year first above written.

and delivered for and on behalf of the Governor
Refugee, Relief and Rehabilitation Department
Government of West Bengal

By the Collector
District Deputy Director (Development)
Refugee Relief & Rehabilitation Directorate,
Government of West Bengal.

T/533

In the presence of:

1st witness
Additional Rehabilitation Officer
Address Refugee Relief & Rehabilitation Department
Govt. of West Bengal.



534

Occupation

2nd witness
Kanungo - I
Address R. R. & R. Directorate,
Govt. of West Bengal

1) Sailendra Nath Ghose

2) Sibani Ghose

Occupation

Signed by the DONEE

1st witness Manoranjan Chatterjee Occupation Service
President
Address 2/26 Sardar Colony, Calcutta - 700 092

2nd witness Bijay Kumar Chatterjee Occupation Retired
Address 4/32 Sardar Colony, Calcutta 92



admissible under Rule 21
(Exempt from Stamp Duty)
under the Indian Stamp Act
1899 or Schedule III No. 3561
Dues paid - Exempt

D. S. (Dw) - G.B.
R.R.R. Directorate

Applicant exempt from personal appearance in the
case under Section 88 Act XVI of 1908 in
accordance with the order (passed by the
Court) in the case.

District Registrar, South 24 Parganas
Alipur South 24 Parganas

Registrar, South 24 Parganas
Alipur South 24 Parganas

Presented for registration
at ... on the
... day of ... 1988
at the Office of the
Addl. District Registrar, 24 Parganas.
Baraset, South 24 Parganas
by Sailendra Nath & Sibani Ghosh
Executors of the will of late
the Executors of the will of
Attorney for
Executors of the will
of 19 ...
Under Power of Attorney No. ...
of District Registrar North 24 Parganas
Baraset North 24 Parganas

IDENTIFIED BY
Sailendra Nath Ghosh S/O Late
Chintohar Ghosh & Sibani
Ghosh

Wife of Late Chintohar Ghosh
Sambati Colony
Jadarpur
24 P.S. (S)
Caste Hindu
Service I & R Service

- 1) Sailendra Nath Ghosh
- 2) Sibani Ghosh

- 1) Sailendra Nath Ghosh
- 2) Sibani Ghosh

Signature



REGISTERED IN
1
VI
289-292
448
88

IDENTIFIED BY
Pinali Mukherjee

Sasanka Mukherjee
3/57, Sambati Colony
Jadarpur Cal-47.
24 P.S. (S)
Caste Hindu
Service

Pinali Mukherjee
Secretary
Sambati Colony Committee

Signature

Signature