



THIS INSTRUMENT made this 9th day of May one thousand nine hundred and eighty.

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. Tarakeswar

Ghosal:.....SON/WIFE/DAUGHTER of Late. Hara Prasanna Ghosal Hindu residing at plot No. 175, Naktala Govt. Scheme No. I, Cal. 47, 81st 24

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. Dag No. 190 (P)....Mouza...Naktala...in Police Station Jadabpur in the District of 24 P. 93...in the Urban area South...under the provisions of L.D.P. Act, 1948/L.A. Act I of 1894 including the plot now in occupation of the DONEE.

AND whereas in accordance with such request and for the purpose of rehabilitation the Government of West Bengal by a lease dated 4/12/76....demised in favour of the DONEE all the piece of land measuring 4 (Four) Cottahs....x....Chattacks....x....Sq. Feet be the same a little more or less recorded in C.S. Dag No. 190 (P)....Mouza...Naktala within the Police Station...Jadabpur in the District of 24 P. 93....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.

V. 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 4/12/76.

NOW THIS DEED WITNESSETH as follows:

1. THAT in consideration of the premises the DONEE hereby surrenders and yields up to the DONOR

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 the DONOR with the aforesaid 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 permises 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, appendages and appurtenances whatsoever with all easements thereto and therein TO HAVE AND TO HOLD 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 to give 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 messuage land 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 4 (Four) Bhattas, ... more or less of homestead land in ^{L.P.} P No. 175 in C.S. Plot No. 190 (P) in Khatian No. of Mouza Naktala J. L. No. 32 P. S. gadabpur in the district of 24 Pgs Sub-Registration Office Alipore butted and bounded in the manner following.

On the North... Hoo Road No. 177

On the East... H.S. Plot No. 176

On the South... H.S. Plot No. 315

On the West... H.S. Plot No. 174

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

Signed and delivered for and on behalf of the Governor

Refugee, Relief and Rehabilitation Department
Government of West Bengal

By the Collector
District

In the presence of:

1st witness
Address
Occupation

.....
Deputy Controller (R)
Calcutta.
Govt. of West Bengal

2nd witness
Address
Occupation

.....
Surveyor
Calcutta District R.R. R. Office
5A, Nurulla Doctor Lane
Calcutta-17



1467

Taraknath Ghosal
Signed by the DONEE

1st witness Krishna Das Sen Occupation Retd.....

Address 1/247, Nantala, Cal-47.....

2nd witness Rabindranath Ray Occupation Rtd.....

Address 1/196, Nantala, Cal-47.....

ADMINISTRATIVE PROVISIONS OF
Exemption from Stamp Duty
under the Indian Stamp Act
1909 or Schedule 1A, No. 35A
Fees paid : Exempt

~~DR. D. R. R. C.~~
R.R.R. DR, WB

who is exempt from personal appearance in the
court under Section 88 Act. XVI of 1909 is
in reference to him) prepared by M.
[Signature]

24 Parganas

Returned for Registration

11
9th May 88

Name
Tarakeswar Ghosal
At
E.
of
Under
Addl.

Tarakeswar Ghosal

[Signature]

RECOVERED BY

Tarakeswar Ghosal

late Haraprasanna Ghosal
Naktala G.S.I
Tadarpur
24 Pgs (S)
Hindler
Retired

Tarakeswar Ghosal

QUANTIFIED BY

Timir Baran Sengupta

REGISTERED IN

I
XVII
149-152
1238
88

late Haraprasanna Sengupta
Naktala G.S.I
Tadarpur
24 Pgs (S)
Hindler
Service

24 Parganas

Timir Baran Sengupta

[Signature]

FORM FOR REGISTRATION NO.

115 A M. P. M. on the 16th

of the 1976

of the 1976

Tara Kishor Ghosal
of the 1976

Tarakiswar Ghosal

16/76 12/1

Registrar of Allpore at Allpore

Tarakiswar Ghosal
of the 1976
of the 1976

Tarakiswar Ghosal



1270

of the 1976
of the 1976

of the 1976
of the 1976

AND WHEREAS the Government has agreed to grant and demise the said piece of land to the Lessee for ninety nine years from the date of these presents for use as homestead upon the Lessee agreeing to pay the rent hereinafter reserved ;

AND WHEREAS the Government has agreed to bear the Stamp Duty payable on these presents as also the registration fees, if any be payable.

Witnesseth as follows :

1. In consideration of the indigent condition of the Lessee, the Lessor doth hereby, subject to the terms and conditions hereinafter stated, grant and demise to and unto the Lessee

ALL THAT the piece or parcel of land measuring 4 (four) cottahs x 4 chattaks x sq. ft. be the same a little more or less recorded in the C. S. Dag No. 140 (P) Mouza Shukla within Police Station Shukla in the district of Shukla

and more particularly described in the schedule hereunder written. To Have and To Hold the same unto the Lessee for the period of ninety nine years as from the date of the presents, yielding and paying the annual rent calculated at the rate of Rupee One per one hundred sq. yds. amounting to the total sum of Rs. 4- (four rupees) as annual ground rent.

2. The Lessee to the extent that the obligation shall continue throughout the period of the demise agrees and covenants with the Lessor as follows :

- (a) The Lessee shall use the land for homestead purposes ;
- (b) The Lessee shall duly pay the annual rent at the end of every year of the tenancy from the date of the tenancy ;
- (c) The Lessee shall not allow within the demised premises any activities subversive of the Government established by law in India ;
- (d) The Lessee shall not allow any encroachment to be made on the demised land ;
- (e) The Lessee shall keep the demised land and the structures that may be erected thereon by the Lessee in a clean and sanitary condition ;
- (f) The Lessee shall have proper boundary marks erected of the demised land which shall be easy of identification ;
- g) The Lessee shall, upon the expiration of the period of the demise or the early determination of these presents, yield up quiet, vacant and peaceable possession of the demised land with any structures that may be erected thereon by the Lessee to the Government.
- (h) The Lessee shall not have any right or be entitled to alienate the land in any manner whatsoever or part with possession of the same without prior written permission of the Government, which may be granted at the discretion of the Government only in special circumstances to avoid undue hardship to the Lessee. In case such consent is given, the Lessee shall pay to Government an amount equal to fifty per cent of the sale price of the land. After the land demised is transferred by the Lessee as above on one occasion, there shall be no subsequent transfer except with the previous written permission of the Government and on such terms and conditions as the Government may deem fit to impose in each particular case.

3. The Lessor doth hereby agree and covenant with the Lessee that upon the Lessee duly and punctually paying the rent aforesaid and observing, fulfilling and performing the terms, covenants and conditions herein on his part contained, the Lessee shall peacefully enjoy the said demised land without any interruption of the Lessor.

4. Provided always And it is hereby agreed that should the Lessee fail and neglect to observe and fulfil any of the major terms and conditions on his part herein contained, or in case the lease is not renewed, the Lessor shall have the right and be entitled to determine the lease forthwith and re-enter into possession of the demised land and the structures that may have been erected there by the Lessee; and upon the Government taking over possession of the premises, compensation for the structures constructed by the Lessee as also for the improvement and development of the land, if any, done by the Lessee will be paid at a valuation to be made by the Government on the basis of the costs of such construction and development less depreciation or on the basis of the market value thereof, whichever is less.

Schedule

ALL THAT piece or parcel of land situate lying at and being in Mouza *Saktala* J. L. No. *32* C. S. Plot No. *190(P)* E/P. No. *175* P. S. *Jadabpur* in the District of *24 Parganas* Sub-Registration Office *Alipore* containing an area of *4 (four)* Cottahs *x* Chattaks *x* Sq. ft. be the same a little more or less and Butted and bounded in the manner following, that is to say, on the North *Road No. 177* on the East *H. S. Plot No. 172* on the South *H. S. Plot No. 218* on the West *H. S. Plot No. 174*

In WITNESS WHEREOF the parties to these presents have hereunto set and subscribed their respective hands the day month and year first above written.

Signed and Delivered

for and on behalf of the

Governor of West Benga.

by the Secretary, Refugee Relief and Rehabilitation Department Government of West Bengal

by the Collector,

K. S. Ghosh

Secretary,

Refugee Relief and Rehabilitation Department, Govt. of West Bengal.

District,

In the presence of:

First witness..... *C. George*

Address.....
Chennai

Occupation.....

Second witness..... *Mahim Narayan Shan*
Substitute

Address..... *Calcutta District R.P. No. 10/1*
45 Shantala Road Calcutta-19

Occupation..... *Swain*

Signed by (Lessee)..... *S. Srinivasan*

In the presence of:

First witness..... *Anil Khusan Chatterjee*

Address..... *179, Nakatala Govt. Scheme No. 1,*
Calcutta 47.

Occupation..... *Retired*

Second witness..... *Prabhat Kumar Dasgupta*

Address..... *11233, 8th Floor - Cal - 47*

Occupation..... *Retired*