

BEING No. 541  
DATE 19-7-89



19/11/89  
B. Chatterjee  
18/11/89

Admissible under Rule 2  
(Exempt from Stamp Act  
under Section 10 of the  
1899 or Schedule I, No. 100  
of Schedule I, Exempt)

THIS INDENTURE made this eighteenth day of July one thousand nine hundred and eighty nine 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.

Son/Wife/daughter of Sh. Bimal Chandra Ganguly  
residing at L.O.P. 50, Raipur Govt. Colony, No. 11, P.S. Jadavpur  
SHRI / SMT / KM. 24 Parg. (S) Hinda

Son / wife / daughter of .....  
residing at .....

SHRI / SMT / KM .....

Son / wife / daughter of .....  
residing at .....

SHRI / SMT / KM .....

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residing at .....

SHRI / SMT / KM .....

Son / wife / daughter of .....  
residing at .....

SHRI / SMT / KM .....

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. 1265 (P) Mouza Raipur in Police Station Jadavpur in the District of 24 Parg. (S) in the Urban area C.M.C. under the provisions of L.D. Act, 1948/L.A. Act I of 1894 including the plot now in occupation of the DONEE. (Urban-acquired-loase-gift)



AND whereas in accordance with such request and for the purpose of rehabilitation the Government of West Bengal by a lease dated 5.9.75 demised in favour of the DONEE all the piece of land measuring 4 Cottahs Chattacks Sq. Feet be the same a little more or less recorded in C.S. Dag No. 1265(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 5.9.75

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 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 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, appurtenances 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 message 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 Cottahs more or less of homestead land in Plot No. 50 in C.S. Plot No. 1265(P) in Khatian No. of Mouza Raipur J. L. No. 33 P. S. Jadarpur in the district of 24 Parganas Sub-Registration Office Alipore butted and bounded in the manner following :

- On the North Scheme boundary
- On the East 5.1 (Home stead)
- On the South 7.8 (Road)
- On the West Scheme boundary

*Handwritten signature*  
 Seal of the...  
 Alipore





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

833 DMC.P-1

By the Collector  
District

*[Signature]*  
Sub-Divisional Officer,  
South 24 Pgs, Alipore.

*[Vertical signature]*

In the presence of:

1st witness

*[Signature]* R.O.  
Refugee Relief and  
Rehab Deptt, Alipore,  
(Sadar), 24-Parganas (South),  
Govt. of West Bengal.

Address

Occupation

2nd witness

*[Signature]* Bhattacharyya

Additional Rehabilitation Officer,  
Refugee Relief &  
Rehab Deptt (Sadar)  
South 24-Parganas, Alipore

Address

Occupation

*[Signature]*  
Signed by the DONOR

1st witness

Bimal Ghosal

Occupation

Service

Address

P-6, Raipur, Garcia, Cal-84

2nd witness

Babul Mahtabji

Occupation

Business

Address

P-1 Raipur, Cal-84

at 12-30  
12th day of July, 1989  
at the Addl. District Registrar,  
Alipore, South 24 Parganas,  
by *[Signature]* Bimal Ch. Ghosal

CREATION BY *[Signature]* B. C. Laxmi  
*[Signature]* S. B. Saha

who is exempt from personal  
appearance in this office under  
Section 38 of Act XVI of 19  
(or on reference to him) proved  
by his seal and Signature.

WBG-P87/88-3501E-60 M

*[Signature]*

*[Signature]*

18/7/89

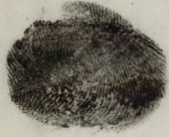
*[Signature]*

Sub-Divisional Officer,  
South 24 Pgs, Alipore,  
Medicine No. 208,  
Regd. on 26.10.87

Sub-Divisional Officer,  
South 24 Pgs, Alipore,  
Medicine No. 208,  
Regd. on 26.10.87



महाराजगंज सरकारी,



L.T. 9 NO 668

Hatindra Kishore Bhattacharya

EXECUTION IS ADMITTED

By Ch. Bimal Ch. Ganguly  
Sons of Kate Anand Ch. Ganguly  
wife of Rampur  
of Rampur  
Thana Jadonpur  
District 24-Parganas (S)  
By Caste Hindu  
By Profession Rajshahi

IDENTIFIED BY  
Hatindra Kishore Bhattacharya

Son of Kate Hatindra Kishore  
wife of Rampur Bhattacharya  
of Rampur Bhattacharya  
Thana Jadonpur  
District 24-Parganas (S)  
By Caste Hindu  
By Profession Service

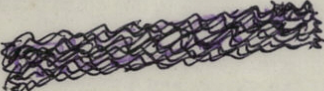
Civil Judge (Sr. Division)  
5th Court, Alipore  
Sult No. 187 of 2009  
by the Plt./Def. I (one)  
Exhibit No. I (one)  
Civil Judge (Sr. Division)  
5th Court, Alipore  
South 24-Parganas  
10/9/10  
19/11/93

RK Chatterjee

Addl. District Registrar,  
South 24 Pgs, Alipore.  
Notification No. 2087  
Beng. dt. 26. 10.87

REGISTERED IN

Book No. 1  
Volume No. 5  
Pages 461 to 464  
Being No. 541  
For the Year 19 89



RK Chatterjee

Addl. District Registrar,  
South 24 Pgs, Alipore.  
Notification No. 2087  
Beng. dt. 26. 10.87



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South 24 Pgs, Alipore.  
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