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Additional District Records



THIS INDENTURE made this. thousand nine hundred and ninety \$50.54. 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. NI VALLES ..... Chaknabooty. Son/Wile/Daughter of ... Shyama Kaste Chaknabarty.... residing at Mahisila G.S. Colony No. 2 Asamsol T. residing at SHRI/SMT./K-M. Son/Wife/Daughter of ..... residing at SHRI/SMT./KM. Son/Wife/Daughter of residing at SHRI/SMT./KM. Son/Wife/Daughter of residing at ..... SHRI/SMT./KM. Hindu, residing at Mohisila G.S. Colony No. I , Ason Sol I. hereinafter called the "DONEE" (which expression shall unless excluded by or repugnant to the context be

WHEREAS after the partition of India a large number of residents of former East Pakistan now Bangladesh 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;

deemed to include his/her heirs, executors, administrators, representatives and assigns) of the OTHER PART.

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 for a plot of land for his rehabilitation.

(Urban-acquired Lease-gift)

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. 234, July . r. 1983

## 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 hereinaster 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 2. Carlolas. 4 Clade Moore or less of homestead land in 17 No. 134 (P) in C.S. Plot No. 245 (P) in Khatian No.

of Mouza 130 Section 131 No. 24 PS 130 Med in the district of 180 Med Section 24 Sub-Registration Office. 185 Geodes 1 butted and bounded in the manner following:

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- ;	IN WITNESS WHEREOF THE DONOR and THE DONEE have hereunto set and subscribed their respective hands the day, month and year first above profites
	7) The same year miss above without
•	Signed and delivered for and on behalf of the Governor
	Refugee, Relief and Rehabilitation Department Government of West Bengal
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	In the presence of:
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	and Hababilitation Office
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	Signed by the DONEE
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THIS INDENTURE made this. thousand nine hundred and eighty. T. 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/SHT/KM. Sudansan Dasgusta Son/Wife daughter of . H. Taban Kor. Dasgusta. residing at .... Makisels G. S. Colony Tro Taffsano SHRI I SHT KM. ARGON KO. Day Staff Son / wife / daughter of the Jakean KN. Dasguste Daygupla SHRI / SMT / KM ... ELG POLL Son with I daughter of H- Tilian 1 kg. Das grapte SHRI / SMT / KM .... Son / wife / dangeter of ...... residing at ..... SHRI / SMT / KM... Son / wife / daughter of ... residing at ... SHRI / SMT / KM Son / wife / daughter of ...... SHRI / SMT / KM ... Son / wife / daughter of ..... SHR1 / SMT / KM ... Son / wife / daughter of . residing at ... Mahis ila 6.5 Colony wo-7. Marisol hereinafter called the "DONEE" (which expression shall unless excluded by or repugnant to the context be deemed to include his/her beirs, 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 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.

the Government of West Pengal for a plot of land for his rehabilitation. AND whereas the Government of West Bengal with the intent to rehabilitate the Refugees from East Police Station. As and of in the District of Bhoodwar in the Urban area ...... under the provisions of L.D.P. Act, 1948/L.A. Act I of 1894 including the plot new in occupation of the DONEE. (Urban-acquired-lease-gift)

AND whereas the DONEE being a refugee displaced from East Pakistan (now Bangladesh) approached

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. 35-9-23

## NOW THIS DEED WITNESSETH as fellows :

- 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 crection on the said land and other fixtures and fittings and the improvements made by the DONEE thereon to the intent that the torms 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 permises hereinbefore mentioned and to provide edicif to the DONEE in consideration of his/her destitute condition the DONOR doth hereby absolutely give great 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 herefolore were situated obutted and bounded as hereinafter described TOGETHER WITH all ways, paths, passages, easements, privileges, appendages and appurtent aces 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 quigity possess and enjoy the said land hereby given granted and transferred subject to the condition that the DONEE shall have notified written in any manuer whatsoever within a period of 10 (ton) 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 Sponosred, 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

## SCHEDULE

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On the East LOP NO - 175

On the South LOP NO - 175

On the West LOP NO - 178

IN WITNESS WHEREOF THE DONOR and THE DONEE have herounto set and subscribed their Tespéctive 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

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