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Secured

September 7

THIS INSTRUMENT made this 7th day of September 1952 one thousand nine hundred and fifty-two 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 Nitai Mukherjee
 residing at Late Nagendra Nath Mukherjee
 SHRI / SMT / KM Bopuji Saha
 Son / wife / daughter of Late Nagendra Nath Mukherjee
 residing at Bopuji Saha
 SHRI / SMT / KM Dakal Mukherjee
 Son / wife / daughter of Late Nagendra Nath Mukherjee
 residing at Bopuji Saha
 SHRI / SMT / KM
 Son / wife / daughter of
 residing at
 SHRI / SMT / KM
 Son / wife / daughter of
 residing at
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 Son / wife / daughter of
 residing at
 SHRI / SMT / KM
 Son / wife / daughter of
 residing at
 SHRI / SMT / KM

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. 1058 (P) Mouza Satgaon in Police Station Dum Dum in the District of P. S. in the Urban area under the provisions of L.D.P. Act, 1948/L.A. Act I of 1894 including the plot now in occupation of the DONEE. (Urban-acquired-lease-gift)

Attested
Sobalal Ahluwalia

AND whereas in accordance with such request and for the purpose of rehabilitation the Government of West Bengal by a lease dated 24.12.82 demised in favour of the DONEE all the piece of land measuring 2 Cottahs, 4 Chatacks, X Sq. Feet be the same a little more or less recorded in C.S. Dag No. 1658 (P.) Mouza Satgachi within the Police Station Dum Dum in the District of 24 Bargana 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 24.12.82

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 the DONEE shall be at liberty to mortgage charge or encumber the said land with the Life Insurance in India or any Nationalised or Scheduled Bank, Co-operative Bank or Government or any Government Sponsored Financial Institution within this period of ten years for the purpose of construction of a residential building thereon 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 2 K. 4 Ch. X more or less of Homestead land in E/P No. 134 (SP-138) in C.S. Plot No. 1658 (P.) in Khatian No. of Mouza Satgachi, J. L. No. 20 P. 8 in the district of 24 Bargana Sub-Registration Office Bose butted and bounded in the manner following:

- On the North Colony Road
- On the East Colony Road
- On the South E.P. 135
- On the West E.P. - 14

Attested
Sobal Chh

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 *H.R.* Deputy Director (Development) ...
District Refugee Relief & Rehabilitation Directorate,
Government of West Bengal.

In the presence of:

1st witness *Sanjay* Rehabilitation Officer
Refugee Relief & Rehabilitation Department
Govt of West Bengal

Address

Occupation

2nd witness *Sanjay* Refugee Rehabilitation Director
10 Camac Street Calcutta

Address

Occupation

1) T. 466
2) 467
3) 468

1) Lt. G. of Sr. Mitra 'Mandir' ...
2) *Harendra Shyam Mukherjee*
Harendra Shyam Mukherjee
Signed by the DONEE

1st witness *P. Patil Banerji* Occupation *X*

Address *72/150, Jessore Road - Cal-28*

2nd witness *Mohitosh Ghosh* Occupation *X*

Address *99/2 Jessore Road, Cal-28*

Attested
Sabaal Ahh

Stamp Duty
under the Stamp Act
1899 or Stamp Act No. 26 of 1923

244
By Srinivasan

Personal appearance in
Act. XVI of 1908



[Signature]
Addl. District Registrar, North 24 Parganas
Bansat, North 24 Parganas

[Signature]
Addl. District Registrar, North 24 Parganas
Bansat, North 24 Parganas

Presented for Registration
at 11.30 AM, on the
24th day of Sept, 1987
at the Office of the
Addl. District Registrar, North 24 Parganas
Bansat, North 24 Parganas
by Netai Mukherjee
Except in the case of one of
the following claimants or
Attorney-at-Law
Execution of this
of the contents of the
Under the Stamp Act No. 26 of 1923
District Registrar, North 24 Parganas
Bansat, North 24 Parganas

EXECUTION IS ADMITTED

By Netai Mukherjee
& two others

Son Lata Nagendra Nath Mukherjee
wife

of Bajji Colony

Thana Sim-Sim

District 24 Parganas

By Handa

By 12/10/87 (31/5/87)

- [Signature]*
L. T. G. of Srinivasan Mukherjee
- Handa Mukherjee
- DUKAL Mukherjee

- [Signature]*
L. T. G. of Srinivasan Mukherjee
- Handa Mukherjee
- DUKAL Mukherjee

[Signature]
Addl. District Registrar, North 24 Parganas
Bansat, North 24 Parganas

REGISTERED IN.....

1. F
2. 241-244
3. 361
Year 1987

[Signature]
Addl. District Registrar, North 24 Parganas
Bansat, North 24 Parganas

Attested
Sachin Chak

IDENTIFIED BY.....

Juda Bhawan Datta

Son Lata Lalit Chandan Datta

wife Bajji Colony

Thana Sim-Sim

District 24 Parganas

By Handa

[Signature]
Addl. District Registrar, North 24 Parganas
Bansat, North 24 Parganas