

THIS INDENTURE made this Twenty fourth day of January 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. Barun Chandra

Son/Wife/Daughter of late Ramnath Chandra Banerjee
residing at Mekeji Nagar Colony

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

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Son/Wife/Daughter of

residing at

SHRI/SMT./KM.

Son/Wife/Daughter of

Hindu residing at

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. 4(P) Raipur Mouza Raipur & Shikpur Police Station Idaipur in the District of 22 P.S. (P) 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)



AND whereas in accordance with such request and for the purpose of rehabilitation the Government of West Bengal by a lease dated.....22.1.83.....demised in favour of the DONEE all the piece of land measuring.....2.....Cottahs.....Chattacks.....Sq. Feet be the same a little more or less recorded in C.S. Dag No. 4(P) Raipura Mouza Raipura within the Police Station. J.A. Raipura in the District of 29.1.83 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.....22.1.83.....

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, 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 herein-after 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 kh. 5 ch. 11 sq. more or less of homestead land in E/P No. 70513-51-29712 in C.S. Plot No. 4(P) Raipura Mouza Raipura in Khatian No. 559 Raipura in the district of 29.1.83 J.L. No. 33-42 P.S. J.A. Raipura in the manner following: Sub-Registration Office... Raipura... butted and bounded

On the North... G/rap Road
On the East... E.P. - 709
On the South... E.P. - 705 A
On the West... Road

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:

Deputy Director (Development)
Refugee Relief & Rehabilitation Directorate
Government of West Bengal.

1st witness

Address

Kaoungo-1
R R & R Directorate,
Govt. of West Bengal.

Occupation

2nd witness

Address

Additional Rehabilitation Officer,
Refugee Relief & Rehabilitation Department,
Govt. of West Bengal.

Occupation

Banwari Chandra Banerjee
Signed by the DONEE

1st witness

Chitra Prasad Das

Occupation

Sevak

Address

2/49 Nalanda Marg, Cal-91

2nd witness

Subharish B. Bhattacharya

Occupation

Sevak

Address

4/25 A. K. Road, Cal-91



presented by By Director
R.R. R. R. R.
 and is exempted from personal appearance in the
 High Court Section 95 Act XVI of 1908 is
 of the order of the court made by the
 and the Registrar.

District Registrar,
 Aligarh, South 24 Parganas

District Registrar,
 Aligarh, South 24 Parganas

24th Jan 89

Sri Barun Chandra Banerjee

Late Ramesh Chandra Banerjee
 Netaji Nagar Colony
 Jadavpur
 24 Pgs (South)
 Hindu
 Service

Barun Chandra Banerjee

Barun Chandra Banerjee

District Registrar,
 Aligarh, South 24 Parganas



Susanta Choudhury

Harindra C. Narayan
 Choudhury
 Netaji Nagar Colony
 Jadavpur
 24 Pgs (South)
 Hindu
 Service

245-2468
 662
 87

Susanta Choudhury
 District Registrar, Aligarh, South 24 Parganas