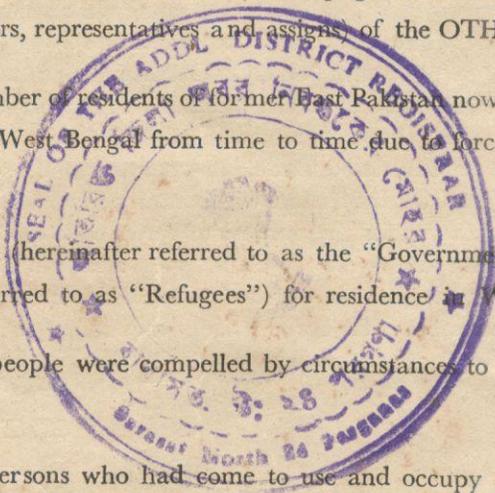


THIS INDENTURE made this Twenty Seventh day of August one thousand nine hundred and ninety Sev.en BETWEEN the GOVERNOR OF THE STATE OF WEST BENGAL hereinafter referred to as the "DONOR" (which expression shall unless excluded by or repugnant to the context be deemed to include his successors-in-office) of ONE PART; AND SHRI/SMT./KM. Santa Lata

Bhatta Chargee
Son/Wife/Daughter of Late Binode Lal Bhatta Chargee
residing at Pratapaditya nagar colony Dumdum 24 Pgs (North)
SHRI/SMT./KM. Asmita Samaddar
Son/Wife/Daughter of Late Binode Lal Bhatta Chargee
residing at Pratapaditya nagar colony Dumdum 24 Pgs (North)
SHRI/SMT./KM. Angli Dey
Son/Wife/Daughter of Late Binode Lal Bhatta Chargee
residing at Pratapaditya nagar colony Dumdum 24 Pgs (North)
SHRI/SMT./KM. Laxmi Bhaduri
Son/Wife/Daughter of Late Binode Lal Bhatta Chargee
residing at Pratapaditya nagar colony Dumdum 24 Pgs (North)
SHRI/SMT./KM. Nirmal Bhatta Chargee
Son/Wife/Daughter of Late Binode Lal Bhatta Chargee
residing at Pratapaditya nagar colony Dumdum 24 Pgs (North)
SHRI/SMT./KM. Bimal Bhatta Chargee
Son/Wife/Daughter of Late Binode Lal Bhatta Chargee by religion
Hindu, residing at Pratapaditya nagar colony Dumdum 24 Pgs (North)
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 the OTHER PART.



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;

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.

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. 1197(10) Mouza Satgaur in Police Station Dumdum in the District of 24 Pgs (N) 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:

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... 3... Cottahs... 5 1/2... Chattacks... 90... Sq. Feet be the same a little more or less recorded in C.S. Dag No... 1197(P)... Mouza... Satguri... within the Police Station... in the District of... 24.12.82... 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.....;

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 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... 3/4... 5 1/2 chatak... more or less of homestead land in E/P No. 9... 4 P no 53... in C.S. Plot No. 1197(P)... in Khatian No. ... of Mouza... Satguri... J.L. No. 20... P.S. Dumdum... in the district of... 24.12.82... Sub-Registration Office... butted and bounded in the manner following:

On the North... Colony Road

On the East... Colony Road

On the South... Others Land

On the West... E/P no - 8

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

1 99

Refugee, Relief and Rehabilitation Department
Government of West Bengal

By the Collector
District

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

2 100

In the presence of:

3 101

1st witness

[Signature]

4 102

Address

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

1. জাতি নিয়ন্ত্রণাধীনে
2. বঙ্গ সরকার
3. কলকাতা
4. মন্ত্রী-অফিস
5. বিহারি এজেন্সি
6. বিহারি এজেন্সি

Occupation

2nd witness

[Signature]

Rehabilitation Officer,
R.R. Directorate
Government of West Bengal

Address

Occupation

Signed by the DONEE

1st witness

Chinmoy Sarkar

Occupation

Business

Address

32/A P. P. Nagar Calcutta 700028

2nd witness

Dr. Jamal Singh

Occupation

Advocate

Address

P.C. Roy Rd, Po. Dula, Andul, Howrah. Pin - 711302 Ph-6691101

CHECKED & VERIFIED

badre
SURVEYOR
R. R. & R. Directorate
Govt. of West Bengal

5 103

6 104

(Exempt from stamp duty)
under the Stamp Act,
1899 or Section 1A, No. 3580
FEES PAID, EXEMPT

[Signature]

Dist. Registrar, North 24 Parganas
District, North 24 Parganas

[Handwritten notes]
is Exempt from personal appearance in the
Court under Section 88 Act. XVI of 1908 in
reference to the period for the
of the Court.

[Signature]

Dist. Registrar, North 24 Parganas
District, North 24 Parganas

- ① Smt. Santi. lata Bhattacharya
- ② Smt. Ashru Samaddar
- ③ Smt. Anjali dey

- ④ EXECUTION IS ADMITTED
- ⑤ BY *Laxmi Bhaduri*
- ⑥ *Normal Bhattacharya*
- ⑦ *Bimal Bhattacharya*

SON OF *late Binode Lal Bhattacharya*
WIFE OF *Pratapa dihya nagar*
THANA *Dum Dum*
DISTRICT *24 Pgs (N)*
BY CASTES *Hindu*
1 to 5 House wife 5+6 Service + Business

জানকী মতা দেবী চার্দ
অক্ষয় সন্ধ্যা
ভদ্রেশ্বরী দেবী
মঞ্জী - ভাদুড়ী
নিষ্কান্তি দেবী চার্দ
চিহ্নক দেবী চার্দ

4-00
27th Aug 27
24 Parganas

Smt. Santi. lata Bhattacharya &
Five others.

জানকী মতা দেবী চার্দ
অক্ষয় সন্ধ্যা
ভদ্রেশ্বরী দেবী
মঞ্জী - ভাদুড়ী
নিষ্কান্তি দেবী চার্দ
চিহ্নক দেবী চার্দ

[Signature]

Dist. Registrar, North 24 Parganas
District, North 24 Parganas



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Serial No... 85
Date... 27

IDENTIFIED BY

Dr. Syamali Sinha
Son of *Ashim Prakash Sinha*
Wife of *P. C. Ray Roa of*
Name *Sakarail*
District *Haurah*
By cast *Hindu*
Profession *Advocate*

Dr. Syamali Sinha