

EP
1011/A

THIS INDENTURE made this 24th day of January one thousand nine hundred and ninety four 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. Binapani Majumdar

Son/Wife/Daughter of Bisendra Kishor Majumdar
residing at Bidyogathi Colony, P.S. Jaldarpara, Dt. 24 Parganas (S)
SHRI/SMT./KM. Abhaya Kishor Majumdar

Son/Wife/Daughter of Birender Kumar Majumdar
residing at Bidyogathi Colony, P.S. Jaldarpara, Dt. 24 Parganas (S)
SHRI/SMT./KM. Ashwin Kumar Majumdar

Son/Wife/Daughter of Lt Bisendra Kishor Majumdar
residing at Bidyogathi Colony, P.S. Jaldarpara, Dt. 24 Parganas (S)
SHRI/SMT./KM. Shripati Majumdar

Son/Wife/Daughter of Lt Bisendra Kishor Majumdar
residing at Bidyogathi Colony, P.S. Jaldarpara, Dt. 24 Parganas (S)
SHRI/SMT./KM. Shripati Majumdar

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. 2438-4 Mouza Hoatpara in Police Station Jaldarpara in the District 24 Parganas (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;

AND whereas it has been decided by the Government to make a gift of the said plot of land in favour of the DONEE so as to confer absolute right title and interest in the said land where he has been residing peacefully for a long time more fully described in the schedule hereunder written;

(Urban-Acquired-Gift)

NOW THIS DEED 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 message land hereditaments 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 3K-64-23 Sft more or less of homestead land in E/P No. 10.11/A ^{SR-2492/1} in C.S. Plot No. 24389 in Khatian No. of Mouza Arakpur J.L. No. 39 P.S. Jacharous in the district of Muzaffarpur Sub-Registration Office Alipore butted and bounded in the manner following:

On the North. Colony Road

On the South. Colony boundary

On the East. EP-1030

On the West. EP-1011



NOW THIS DEED 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 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 3K-6A-23 Spt more or less of homestead land in E/P No. 10.11/A ^{SR-2492/1} in C.S. Plot No. 24388 in Khatian No. of Mouza Arakpur J.L. No. 39 P.S. Jacharpur in the district of Antargunas Sub-Registration Office Alipore butted and bounded in the manner following:

On the North Colony Road

On the South Colony boundary

On the East EP-1030

On the West EP-1011

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

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

In the presence of:

1st witness

Address

Occupation

2nd witness

Address

Occupation

1) বিহার পরিচালকালয়;

2) Ashoke Kumar Majumdar

3) Asim Kumar Majumdar.

4) Shipra Majumdar

Signed by the DONEE

1st witness

Address

2nd witness

Address

Occupation

Occupation

CHECKED & VERIFIED
Asmita
SURVEY
R. R. & R. Dir. Govt. West Bengal

Admitted under Rule 21
Exempt from Stamp Duty
under the Indian Stamp Act
1899 or Schedule IA, No 356
Fees Paid Exempt

Execution *of the*
of the
who is Exempt From Personal
appearance is the office under
Section 88 Act XVI of 1908 or
or on reference to him Proved
by Seal and Signature

Adl. District Registrar
Alipore, South 24 Parganas

Adl. District Registrar
Alipore, South 24 Parganas

Presented for Registration
at the office of the
Adl. District Registrar South 24 Parganas
Alipore, South 24 Parganas
by *Birapara Majumdar* *Uttara*
Execution of the
Agency for
Registrar / Clerk

EXECUTION IS ADMITTED
a) *Shri Birapara Majumdar*
Shri Ashoke Kumar Majumdar
Shri Asim Kumar Majumdar
Shri Shipra Majumdar
✓ Sr. of *Sh. Kulinendra Kishore Majumdar*
of *Bigganj Ghos*
Thane *Jayapur*
District *Jayapur*
By cast. *Head* *Senior*
By Profession... *1) Housewife, 2) ...*

- 1) *শ্রী বীরপার মজুমদার*
- 2) *আশোকে কুমার মজুমদার*
- 3) *আসিম কুমার মজুমদার*
- 4) *শ্রীপরা মজুমদার*

- 1) *শ্রী কুলিন্দ্র কিশোর মজুমদার*
- 2) *আশোকে কুমার মজুমদার*
- 3) *আসিম কুমার মজুমদার*
- 4) *শ্রীপরা মজুমদার*

Adl. District Registrar
Alipore, South 24 Parganas

IDENTIFIED BY

Registered in
Book No. *1*
Volume No. *2*
Page No. *185-188*
Building No. *122*
Plot No. *94*

Kulinendra Shome
Son of *Sh. Kabi K. Shome*
Wife of *Bigganj Ghos*
Thane *Jayapur*
District *Jayapur*
By cast. *Head*
By Profession... *Senior*

5-1-94

Kulinendra Shome
Adl. District Registrar
Alipore, South 24 Parganas