

THIS INDENTURE made this Twenty First day of July one thousand nine hundred and eighty eight 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.....

Harinarayan aly  
 Son / wife / daughter of Rati Basanta aly  
 residing at Sri Colony  
 SHRI / SMT / KM.....

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.....

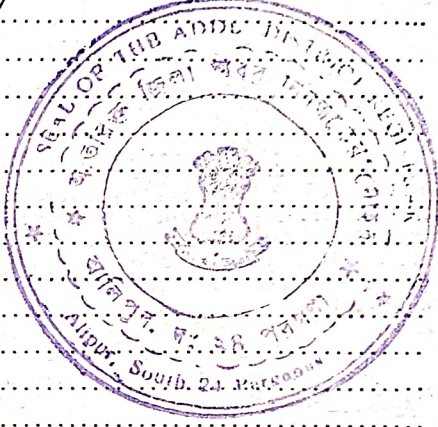
Son / wife / daughter of.....  
 residing at.....  
 SHRI / SMT / KM.....

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. 696 (P) Mouza Kaipur in Police Station Jadarpur in the District of 24 Parganas (South) in the Urban area..... under the provisions of L.D.P. Act, 1948/L.A. Act I of 1994 including the plot now in occupation of the DONEE. (Urban-acquired-lease-gitt)

AND whereas in accordance with such request and for the purpose of rehabilitation the Government of West Bengal by a lease dated 17.5.83 demised in favour of the DONEE all the piece of land measuring 3 Cottahs 3 Chittaks Sq. Feet be the same a little more or less recorded in C.S. Dag No. 696 (P) Mouza Rarpu within the Police Station Jadaipur in the District of 24 Parganas (South) 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 17.5.83.

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, 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 those 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 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 Cottahs 3 Chittaks more or less of homestead land in E/P No. 501, S.P. 519 in C.S. Plot No. 696 (P) in Khatian No. of Mouza Rarpu J.I. No. 33 P.S. Jadaipur in the district of 24 Parganas (South) Sub-Registration Office Duper butted and bounded in the manner following :

- On the North Corporation Road
- On the East E.P. 500
- On the South E.P. 501/A
- On the West Colony Road

IN WITNESS WHEREOF THE DONOR and THE DONEE have herunto 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

Sri R. P. Samaddar  
Director (Rehabilitation)  
R. R. & R. Directorate  
Govt. of West Bengal

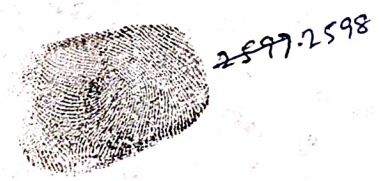
By the Collector .....  
District .....

In the presence of: Deputy Director Development  
Refugee Relief & Rehabilitation Directorate  
Government of West Bengal.

1st witness .....

Address Additional Rehabilitation Office  
Refugee Relief & Rehabilitation Department  
Govt. of West Bengal

Occupation .....



2nd witness .....

Address Kshungo - I  
R. R. & R. Directorate,  
Govt. of West Bengal

Occupation .....

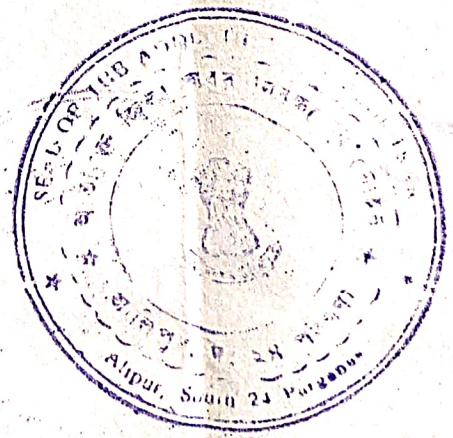
Signed by the DONEE

1st witness Mismal Kanti Bose Occupation Service

Address 2/174A, Sree Colony, Cal-700092

2nd witness Sunil Tarabam Occupation Service

Address 2/190, Sree Colony, Cal-92



Admissible under Rule 21  
 (Exemption from Stamp Duty)  
 under the Indian Stamp Act  
 1899 or Schedule (A), No. 3504  
 Fees paid: Exempt

ADD District Registrar, South 24 Parganas  
 Alipur, South 24 Parganas

presented for Registration  
 at 11:21 AM on the  
 21st day of July 1988  
 at the Office of the  
 Addl. District Registrar, South 24 Parganas  
 Alipur, South 24 Parganas  
 by Hari Narayan Dey  
 Executants/Claimants at  
 the Executants' instance or  
 Attorney for  
 Executants/Claimant  
 of 1988 authenticated by the  
 Under Power of Attorney No.  
 Addl. District Registrar South 24 Parganas  
 Alipur, South 24 Parganas

Muziris Pte  
 Shri

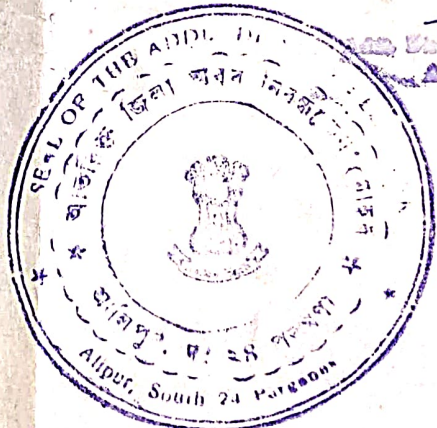
ADD District Registrar, South 24 Parganas  
 Alipur, South 24 Parganas

REGISTERED IN.....

Book No. 1  
 Volume No. XXIX  
 Pages 85-88  
 Being No. 2122  
 for the Year 1988

ADD District Registrar, South 24 Parganas  
 Alipur, South 24 Parganas

777 Judge (S. Division)  
 1st Court, Alipore.  
 TS Ref. No. 447  
 by the P.A. (S)  
 20-9-88



D. D. (Dev)  
 R. R. & R. Directorate W.B.

is exempt from personal appearance in the  
 case under Section 88 Act. XVI of 1908 in  
 reference to him) payed by bl  
 and Stamps.

Shri  
 ADD District Registrar, South 24 Parganas  
 Alipur, South 24 Parganas

EXECUTION IS ADMITTED  
 By Hari Narayan Dey

Son of Late Basanta Dey  
 wife Sree Colony  
 of Jadaypur  
 Thana Jadaypur  
 District 24 Pgs. (S)  
 By Caste Hindu  
 By Profession Jaitoring

Muziris Pte

IDENTIFIED BY  
 Kali Jiban Chatterjee

Son Kali Rajendrak Chatterjee  
 wife Sree Colony  
 of Jadaypur  
 Thana Jadaypur  
 District 24 Pgs. (S)  
 By Caste Hindu  
 By Profession Reld.

Kali Jiban Chatterjee  
 Shri

ADD District Registrar, South 24 Parganas  
 Alipur, South 24 Parganas