

E.P. 131

THIS INDENTURE made this Thirtieth day of September 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.

PANKAJ KUMAR DATTA
Son/Wife / daughter of Late Upendra Narayan Datta
residing at Bidhanpally
SHRI / SMT / KM.

Son / wife / daughter of
residing at

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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. 116 p. Mouza Kandakani Police Station Rejpur in the District of Barisal in the Urban area under the provisions of the Land Acquisition Act, 1894.

AND whereas in accordance with such request and for the purpose of rehabilitation the Government of West Bengal by a lease dated 23.6.84 demised in favour of the DONEE all the piece of land measuring 4 (Four) Cottahs 14 (fourteen) Chattaaks x Sq. Feet be the same a little more or less recorded in C.S. Dag No. 116P Mouza Kandakoni within the Police Station..... in the District of 24 parganas 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 4 Cottahs 14 ch only more or less of homestead land in E/P No. 131SP-130 in C.S. Plot No. 116P in Khatian No. of Mouza Kandakoni J. L. No. 49 P. S. Reprint Park in the district of 24 parganas (C) Sub-Registration Office Alipore butted and bounded in the manner following:

On the North R.P. No. 130

On the East R.P. No. 132

On the South COLONY ROAD

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

By the Collector
District

[Signature]
Deputy Director (Development)
Refugee Relief & Rehabilitation Directorate,
Government of West Bengal.

In the presence of:

1st witness

[Signature]
Additional Rehabilitation Officer

Address **Refugee Relief & Rehabilitation Department**
Govt. of West Bengal

Occupation

2nd witness

[Signature]
Kanungo - I
R. R. & R. Directorate,
Govt. of West Bengal.

Address

Occupation

[Signature]
Pankaj Kumar Datta

Signed by the DONEE

1st witness

[Signature]
Arbinda Kishore Singh

Occupation

[Signature]
Rtd.

Address

270 Beahampatti, Calcutta

2nd witness

[Signature]
Bipin Kundu

Occupation

[Signature]
Senior

Address

288 Bidhan Pally, Calcutta

Admissible under Rule 2)
(Exempt from Stamp Duty)
under the Indian Stamp Act
899 or Schedule I A No. 3561
Fees paid : Exempt.

REGISTERED BY D.D. (Dev)
P.R. S. R. Directorate
who is exempt from personal appearance in the
Muns under Section 88 Act XVI of 1908 is
(by or reference to him) served by his
and Clerks

[Signature]
Addl. District Registrar, South 24 Parganas
Alipore, South 24 Parganas

[Signature]
Addl. District Registrar, South 24 Parganas
Alipore, South 24 Parganas

Presented for Registration
at A.M./P.M. on the
..... 13 day of 19 88.
at the Office of the *
Addl. District Registrar, 24 Parganas
B. S. S. North 24 Parganas
by Pankaj Kumar Datta
Executants or one of
the Executants claimants or
Attorney for of
Executants Claimant
of 19 authenticated by the
Under Power of Attorney No
Addl. District Registrar North 24 Parganas
Barasat North 24 Parganas

IDENTIFIED BY
Pankaj Kumar Datta
Son of Late upendra Nath Datta
of Bidhanpally
Pujari - Pankaj
24 Parganas
By Court
Profession
Service

Pankaj Kumar Datta

Pankaj Kumar Datta

[Signature]
Addl. District Registrar, South 24 Parganas
Alipore, South 24 Parganas

REGISTERED IN

Book No. I
Volume No. 39
Pages 113-116
Serial No. 2879
of the Year 1988

IDENTIFIED BY

Susmit Nag
Son of S. R. Bhattacharya
of Manoj Rayan Pujari
Pujari - Pankaj
24 Parganas
By Court
Profession
Service

