

Admissible under Rule 21 duly stamped Rs. 190

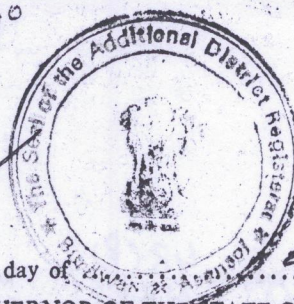
(Ex. No.) under the

Lower Schedule I A No.

Fee Paid

Exempted

31.12.88



317/88

Additional District Registrar of

Asansol

THIS INDENTURE made this 12th day of Oct '88

thousand nine hundred and eighty 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.

Manindra Chandra Shax
Son/Wife/Daughter of Late Radha Ballav Shax
residing at Asansol Govt. colony No-I (Mahisala)

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

Hindu residing at Asansol Govt colony No-I (Mahisala)
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. 48(P) Mouza Asansol in Police Station Asansol in the District of Burdwan in the Urban area under the provisions of L.D.P. Act, 1948/L.A. Act I of 1899 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 demised in favour of the DONEE all the piece of land measuring 7 Cottahs 4 Chattacks 1 Sq. Feet be the same a little more or less (Urban-acquired-lease-gift)

48(P)
recorded in C.S. Dag No. 147(P) Mouza. Asanval within the Police Station Asanval
in the District of Burdwan 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 into and in favour
of the DONEE he/she having agreed to surrender his/her leasehold interest under the said deed of lease
dated. 25th Sept 75.

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 afore-
said 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 permises 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 com-
prised 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 7 (Seven) Catlaahs 04 chatak more or less of
homestead land in P/P No. 148 in C.S. Plot No. 48(P) in Khatian No. 47(P)
of Mouza Asanval J. L. No. 24 P.S. Asanval
in the district of Burdwan Sub-Registration Office. Asanval butted and bounded
in the manner following.

On the North L.O.P. No. 146

On the East L.O.P. No. 149

On the South L.O.P. No. 117

On the West L.O.P. No. 147

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

[Signature]
Sub-Divisional Officer,
Asansol

In the presence of:

1st witness

Address

[Signature]
Rehabilitation Office
ASANSOL

Occupation

2nd witness

Address

[Signature]
R. R. & R. DEPT.

Occupation

Mamun Das Chandra Das
Signed by the DONEE

1st witness

K. M. P. Das Occupation *Service*

Address

124/1, Mahishila Gant. Colony, Asansol, Dist. Burdwan

2nd witness

S. U. Das Occupation *Service*

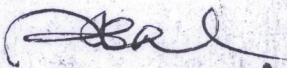
Address

2011, Mohila Colony, Asansol-3



secured by SDO (A) whose
stamp is in personal app-
earance in this office under
Section 103 of Act, XVI of 1908
(no reference to him) proved
by his Seal and Signature,

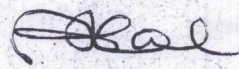
Presented for Registration 11-38 A
on the 12.15 day of Oct 1908
at the Additional District Registrar office
Asansol by Hem Chandra Roy
the executant.


Additional District Registrar of
Burdwan at Asansol


Additional District Registrar of
Burdwan at Asansol

Execution admitted by Hem Chandra Roy
W/o or D/o H. Abirach Ch. Roy
Mahrila S. S. Ch. N. S.
ASANSOL
Dist. Burdwan
By Cust Hindu
By Profession Retired Person

 (317)
Maimin Chandra Dhar


Additional District Registrar of
Burdwan at Asansol

Execution admitted by Kartick Ch. Das
W/o or D/o H. Abirach Ch. Das
Mahrila S. S. Ch. N. S.
ASANSOL
Dist. Burdwan
By Cust Hindu
By Profession Contractor

Kartick chandra Das


Additional District Registrar of
Burdwan at Asansol

Registering Book No. 1
Volume No. 1
Page No. 3061 (1265-1269)
For the year 1908

R.S. Plot no - 140 -
North - Plot no - 141
South - Road - 197
East - " - 141


Additional District Registrar of
Burdwan at Asansol