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 ..... Sub - Divisional Officer, Siliguri.

In the presence of:

1st witness .....

Address ..... Rehabilitation Officer R. R. & R. Deptt. Siliguri.....

Occupation .....

2nd witness .....

Address ..... Head Clerk R. R. & R. Deptt. Siliguri.....

Occupation .....

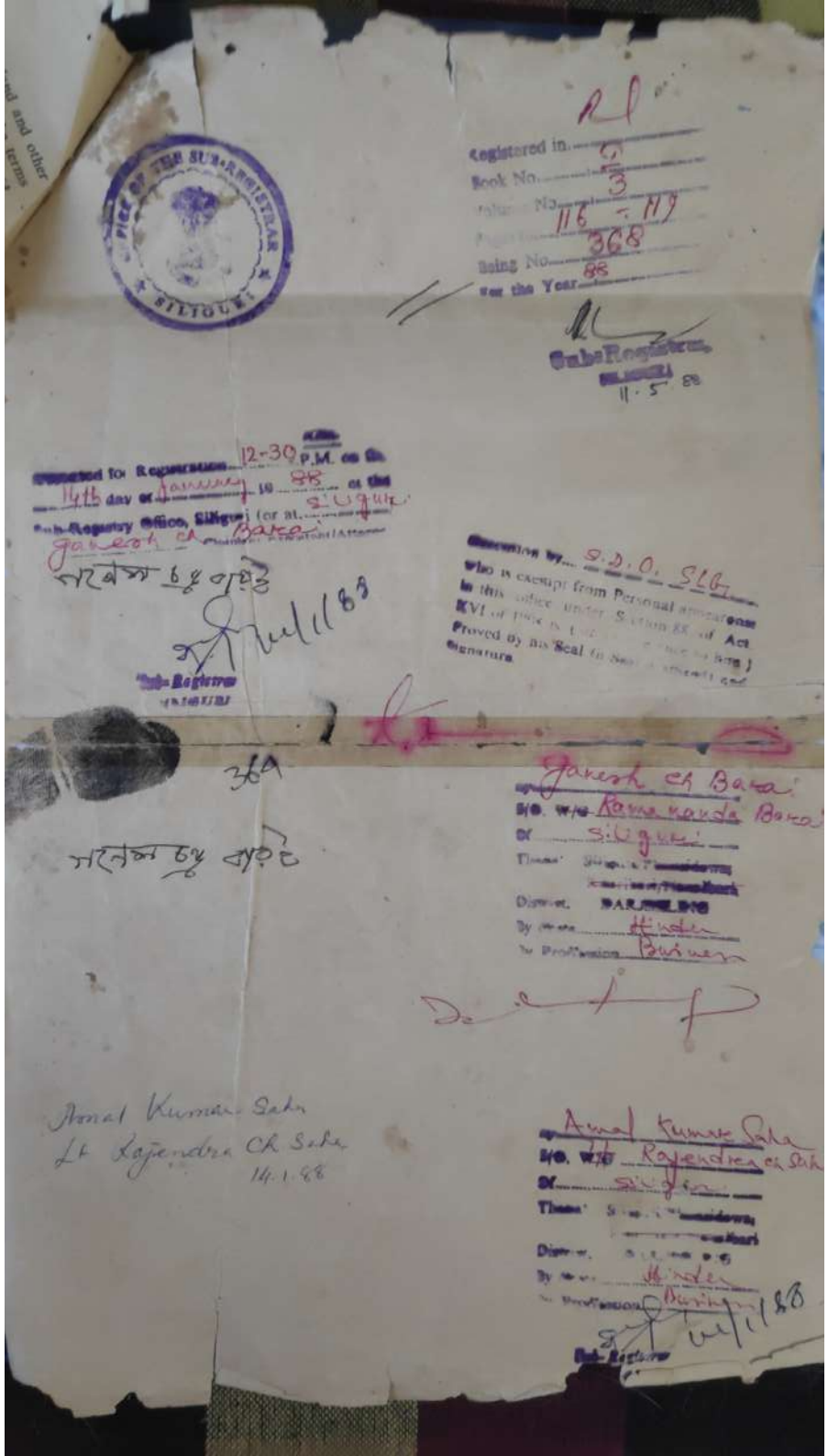
Signed by the DONEE

1st witness Arun Bhattacharya Occupation Service

Address No. 1 Dabgram Siliguri

2nd witness Nitai Sarkar Paul Occupation Service

Address No. 1 Dabgram Siliguri



Registered in Book No. 3 Volume No. 116 - 87 Being No. 368 for the Year 88

Sub-Registrar
11.5.88

Presented for Registration 12-30 P.M. on the 14th day of January in 88 at the Sub-Registry office, Siliguri (or at Siliguri)

Ganesh Ch Barai

Executed by S.D.O. SLG who is exempt from Personal appearance in this office under Section 88 of Act XVI of 1908 and Proved by his Seal (or Seal and signature)

Sub-Registrar

368

Ganesh Ch Barai
S/o. W/o Kamakanda Barai
of Siliguri
Thana
District DARJEELING
By Hindu
by Profession Business

Amal Kumar Saha
Lt Rajendra Ch Saha
14.1.88

Amal Kumar Saha
S/o. W/o Rajendra Ch Saha
of Siliguri
Thana
District
By Hindu
by Profession Business

Sub-Registrar

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 the DONOR with the aforesaid buildings, structures, fixtures, etc. AND the DONOR hereby releases the DONEE his/her heirs, executros, 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 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 5 (five) cottahs more or less of homestead land in E/P No. 459 in C.S. Plot No. 13684 in Khatian No. 151 of Mouza Baligori J. L. No. 110 P. S. Baligori in the district of Darjeeling Sub-Registration Office Baligori butted and bounded in the manner following.

On the North Road

On the East L.O.P- 458

On the South Sweeper passage

On the West L.O.P- 460.

ORIGINAL

IX 18(33)/85 Pt. I
Dt. 15/12/15

14Th January.

THIS INDENTURE made this ... day of ... one 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 ... Ganesh Ch. ... Barai ... SON/WIFE/DAUGHTER of ... Rama ... nanda Barai Hindu residing at ... Dalegram G.P. Lohamora P.S. Islipur 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. ... 13.684 ... Mouza ... Islipur ... in Police Station ... Islipur ... in the District of ... Darjeeling ... in the Urban area ... Islipur Municipality ... 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 ... 11/3/86 ... demised in favour of the DONEE all the piece of land measuring ... 5 ... Cottahs ... X ... Chattacks ... X ... Sq. Feet be the same a little more or less recorded in C.S. Dag No. 13.684 ... Mouza ... Islipur ... within the Police Station ... Islipur ... in the District of ... Darjeeling ... 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 ... 11/3/86

NOW THIS DEED WITNESSETH as follows:

I. 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 ... and described

(Urban-acquired-lease-gift)

SUBJECT TO RULE 21
Deed execution does not require Stamp duty under the Indian Stamp Act, 1899 Schedule I No. ... Schedule I A. No. ...
FEE PAID.

SUB-REGISTRAR
SILIGURI

14/1/88

SUB-DIVISIONAL OFFICER
DISTRICT OFFICER & REFUGEE RELIEF & REHABILITATION OFFICER
SILIGURI.