

No 1945 for 1975.
 Stamp Rupees one
 thousand five hun-
 dred twenty seven
 and paise ten only.
 in six sheets.
 Rs 500 + 500 + 500 +
 20 + 4 + 3 + 10 P.R. =
 Rs 1527 10P.



Sd. Satya Narayan Daruka
 L.T.S. of snt Purni Delhi
 (Fdg) by the pen of
 Satya Narayan - Daruka
 S.M. Darbar.

31
 A. 191.50
 N 8.00
 K10) 5.00
 T94.50
 K12) 4.00
 198.50
 Sd. S. De.
 Sub-Registrar, Anandol
 31.3.75
 P.Fee. 1.80 p. inc. F.S.
 realised on 01.4.75.
 Sd. S. De.
 Sub-Registrar, Anandol
 01.4.75
 11-20A
 1975
 Daruka one of
 Satyanarayan Daruka
 Sd. S. De.
 Sub-Registrar, Anandol
 31.3.75

This Deed of Exchange made
 on this date of 31st March one
 thousand nine hundred and
 five between D Sri Satya Narayan
 Daruka son of Late Kedar Nath
 Daruka and (2nd page) (Sd Satya
 Narayan Daruka (L.T.S. of snt P
 Purni Delhi (Fdg) by the pen of
 Darbar. Sd. Santarabhai Mohan
 (Bhai Darbar) - 2 - son Purni Delhi
 Daruka widow of Late Kedar
 Nath Daruka. Hindu business
 residing...

(Handwritten signature/initials)

within P. S. Asansol sub-division

and sub division (3rd page) sd

1) Satyanarayan Daruka
S/o Late Kedar Nath Daruka
2) Shankar Bhai Merumbhai Darbar
Asansol Town
Asansol
Hindu
Business.

Satyam Narayan Daruka L.T.G.
of Smt Purni Debi (W) by the
pen of Satya Narayan Daruka
S.M. Darbar sd. Shankar bhai
Merumbhai Darbar) - 3. Subdi-
vision and Sub-Registration
office Asansol District Burdwan
herein after called the first
party which expression unless
in consistant with the context
will (4th page) sd. Satya Narayan
Daruka L.T.G. of Smt Purni Debi
(W) by the pen of Satya Narayan
Daruka S.M. Darbar sd. Shankar
bhai Merumbhai Darbar) - 4. will
include their respective heirs
executors administrators legal
representatives and assigns
of the one part And S.M. Darbar
alias Shankar Bhai Merumbhai
Darbar son of Meru (5th page)
- 5 - sd. Satya Narayan Daruka
L.T.G. of Smt Purni Debi (W)
by the pen of Satya Narayan
Daruka S.M. Darbar sd. Shankar
bhai Merumbhai Darbar) of Meru

Satyam Narayan Daruka
(S.M. Darbar)
Shankar Bhai Merumbhai Darbar
identified by.

Ramji Harji Patel
Harsi Patel
T.P. S. Asansol
Hindu
Business.
T.G. dispensed with
Ramji Harji Patel
s/o Harsi Patel
Business. Asansol.
sd. S. DE
Sub-Registrar, Asansol
31.3.75

1

Having visited the residence of sm. Purni Debi Darunka wife of late Kedarnath Darunka of Asansol Town. P. S. Asansol District Burdwan by caste Hindu by profession House wife. I have examined the said sm. Purni Debi Darunka who has been identified to my satisfaction by Prabhakumar Mukherjee s/o late Jnanendranath Mukherjee resident of Asansol P. S. Asansol District Burdwan by caste Hindu by profession service and the said sm. Purni Debi Darunka has admitted the execution of this document V.C.T.D. No. 105.

Bhai Darbar a Hindu business-residing at Asansol Town within P. S. Asansol sub-Registry office and sub-division Asansol District Burdwan herein after (6th page) - 6 Satya Narayan Darunka. L.T.G. of smt. Purni Debi (Wife) by the pen of Satya Narayan Darunka. S.M. Darbar. sd. Shankar Bhai Meru Bhai Darbar) hereinafter called (7th page) sd. Satya Narayan Darunka. L.T.G. of smt. Purni Debi (Wife) by the pen of Satya Narayan Darunka. S.M. Darbar. sd. Shankar Bhai Meru Bhai Darbar) 7 - herein after called the second party which express unless in consistent with the context will include his executors, administrators legal representatives and assignments of the other party or the first party claims that the Maharaja of Cossimbazar was the sole owner of lands and premises recorded in C.S. Khatian No 194 and 195 and sub Khatian Nos. 196, 197, and 198

sd. S. D. E.
 Sub-Registrar, Asansol
 31.3.75



Registered in
~~248~~ 26
~~1945~~
 1975

of Asansol Mouza where
 as the first party further claims
 that by a registered Deed of
 Lease dated 4th January 1949
 the Maharaja of Cossimbazar
 granted unto to Kedar Nath
 Daruka (since deceased) the
 father of the first party No 1.

sd. S.D.E.
 Sub-Registrar, Asansol.

31.5.75.

Copied by
 d. Chandhuryamar

sd. M. 31.5.75

and husband of the first
 Party No 2. along with six others
 persons viz Hari Kishan Prosad
 Debfulya Mukherjee, Bhugunati
 Prosad, Motilal Kedia, Nathmal
 Khatian and Ramkishan Shaw

sd. Erita Ganguly
 ex. n. 31.5.75

sd. Hari Pada Maish
 ex. n. 31.5.75

permanent lease of the lands
 and premises recorded in c.s.
 Khatian No 194, 195, and sub-
 Khatians Nos 196, 197 and 198
 of Asansol Mouza and the said

copy copied by
 Banalata Ghosh (BHP page)

copy Read by
 Erita Chatterjee

copy compared by
 Choudhury

sd. M. 13.9.79

Kedarnath Daruka had one-fourth
 share in the said Lease hold
 and whereas the first party
 further claims that by a registered
 conveyance dated 1st December

✓

1958 the said Kedarnath Daruka
purchased from his co-leasees
their three fourth share in
20 acre of land in C.S. plot
No 685 and 37 acre of land
in C.S. plot No 686 included
in the aforesaid lease hold
as delineated in the plan
annexed to the said conveyance
dated 1st ~~Dec.~~ December 1958
and delineated in the annexed
plan being coloured red and
green together with structures
there on and thus became the
full owner of these two
portions and where as on the
death of Kedar Nath Daruka
the first party no. 1 and 2 as
his sole heirs have inherited
all his estate whereas the second
party claims that one Abdul
Hafiz Khan had one sixth share
in all the lands and premises
recorded in C.S. Khatian No 194,
195, and sub. Khatian Nos 196,
197, and 198 of Asansol Mouza
whereas (9th page) - 9 - sd. Satya
Narayan Daruka L.T.G. of Smt.
Purni Debi (Wid) by the pen of Satya
Narayan Daruka. S.M. Diabbar Sd.

51

Shankar Bhai Mem Bhai Darbar) whereas
the second party further claims that he
has by registered deed of conveyance
dated 8th October 1958 purchased the
said one sixth share of the said lands
and premises recorded in C. S. Khatian No
194, 195, and sub Khatian No 196, 197 and
198 from the said Abdul Habiz Khan where-
as the second party further claims that
he has also purchased the right title and
interest of the said Abdul Habiz Khan
in the Decree obtained by him in T.S.
56 of 1949 of the Court of the sub-
judge at Asansol passed in the pre-
liminary form for partition of the
properties included with in C. S. Khatian
No 194 against the predecessor of the
first party and their erstwhile co-sharers
whereas the second party has already
applied for making the said decree final
by appointment of commissioner and the
matter is still ~~sub~~ in ~~sub~~ judice for the purpose
of making a final decree only in terms
of the said preliminary Decree confirmed
up to the Honorable High Court of Calcutta
whereas (10th page) - 10. sd satyanarayan Daruka,
L.T.O. of Smt Purni Devi (W) by the Pen of

satya narayan Darunka, s.m. Darbar sd.
shankar Bhai, mem bhai Darbar) whereas
the first party and their said predecessor
Kedarnath Darunka filed M.S. 171 of 1958
of the court of the sub-Judge at Asansol
Against the second party in respect
of certain premises included in the
said C.S. Khation No 194 and 195
aforesaid which was decreed by the
sub-Judge court at Asansol. whereas
the second party preferred an appeal
against the said judgement and decree
passed in the M.S. 171 of 1958 of the
said court of the sub-Judge at Asansol
before the Honible court whereas the
said predecessor of the first party Kedar
nath Darunka during the pendency of
the said first Appeal before the Honible
High court filed three successive suits
against the second party for rents of
subsequent periods and prayed for the
execution of the aforesaid Decree in M.S.
171 of 1958 in M.Ex. case No 9. of 1964
of the said court and on application of

the 2nd party the (11th page) II - sd. satya
Narayan Darunka, L.T.S of snt pwinideli
(11/11) by the pen of satya Narayan Darunka, s.m.

Darbar, sd. Shankar Bhai Mem bhai
Darbar) the said ex case and also the
subsequent money suits were also stayed
as per orders of the said court of the
sub judge and of the Honible High court
calcutta on the second party's depositing
certain sums there in as cash security
and on ~~further~~ furnishing of the Bank
securities for the aforesaid stay of the
execution case and of the suits mentioned
herein above whereas the said first
Appeal no 401 of 1964 of the High court
calcutta has since been disposed of
whereby the said Appeal was allowed
and the original money suit - No 171 of 1958
of the said court of the sub-judge was
dismissed with cost and as a result
where of the three subsequent suits have
become barred by res judicata whereas
the first party intends to go up higher
to the supreme court against the said
decision of the Honible High court whereas
the aforesaid litigations have embittered
the relationship between the parties and
if such (12th page) sd. satyanarayan Daruka,
L.T.O. of smt. Purni Debi (W) by the pen
of satyanarayan Daruka. S.M. Darbar. sd

shankar bhai Merubhai Darbar)-12- if
such litigations further continue up to
the highest court- the parties will be put
to immense costs and their relation
will be further embittered. whereas
in order to establish peace and amity
between the parties and to put an end of
all their litigations in respect of the
aforesaid properties the first party and
the second party through the mediation
of common friends and well wishers
have agreed to settle their aforesaid
disputes on terms and conditions as herein
after provided. Now in pursuance of the
said agreement and in consideration
of the mutual exchange of the properties
the parties hereto viz the first party and
the second party do hereby execute this
Deed of exchange and the same witnesseth
as follows D that in consideration of the
second party's relinquishing of all his
right title and interest in the lands and
properties described in schedule B here-
under the first party in exchange of such
(13th page) -13- sd. Satya Narayan Daruka.
L.T.D. of Smt Purni Debi (Wife) by the pen of
Satya Narayan Daruka. S.M. Darbar, sd.
shankar bhai Merubhai Darbar) of such.

5

relinquishment conveys unto the second party all his right title and interest in the lands and premises together with all houses walls appendages, equipments described in schedule "A" hereunder written and delineated in the accompanying plan and shown there in within Red Borders 2) that in consideration of the lands and premises described in schedule "A" hereunder written the second party conveys unto the first party all his right title and interest in the lands and premises described in schedule "B" hereunder written 3) that this exchange is made free from all encumbrances on either side. 4) that it is hereby agreed between the parties and specifically declared that the land shown in the accompanying plan within yellow borders is hereby kept as common passage of the parties hereof 5) that the second party shall be entitled to withdraw from all courts concerned all security deposits moneys Bank guarantees that the second party had to furnish give and deposits for stay of (14th page) -14- s.d. satyanaray
Dauka. L.T.O. of SM. Darbar. Shankar Bhai

9

Memorandum (Bhai Darbar) stay of execution of
the aforesaid decree passed in M.S. 171
of 1958 of the court of the sub-judge
at Asansol but later on set aside by
the Hon'ble ~~the~~ High Court in appeal
and also for stay of subsequent money
suits referred to herein above which
shall similarly be dismissed for non-
prosecution and the first party hereby
agree to file necessary applications
in the said money suits in the court
concerned and hereby specifically give
their unconditional consent to such
withdrawal by the second party from the
aforesaid proceeding mentioned above.
6. That all benefits and rights under
the pre-judges court Asansol and confirmed
by the Hon'ble High Court in appeal
that the second party has derived by his
purchase under his conveyance from
Abdul Hafiz Khan aforesaid are here
by given up by the second party subject
to the conditions and stipulations menti-
oned herein above and the first party's
transfer of the lands and premises des-
cribed in the schedule "A" hereunder
unto the second party. The said (15th
page) - 15 - Sd. Satya Narayan Dairuka

8

L.T.O. of smt Purini Devi (Wf) by the
pen of satyamarayan Darrka. s. ni Darbar.
sd. Shankar Menon (Bhai Darbar) said
title suit No 56 of 1949 of the sub-
Judge's court Asansol shall therefore
stand dismissed for non-prose-
cution and the parties will bear their
costs therein. 7) That save and
except as above none of the parties
hereto have anything due from the
other in respect of costs and other
dues in respect of the aforesaid
suits and proceedings (8) That the
first party hereby under takes and
agrees that the transfer of the "A"
schedule property hereof is made
unto the second party free from all
encumbrances and the first party takes
upon themselves the responsibility and
guarantees effective and full title
there to unto the second party and
further undertakes to settle up all
claims from third party if any at their
own costs and to maintain the second
party's title and possession there in
and as conveyed hereby. 9. That for
the purpose of stamps duty market-



value of each of "A" schedule And
"B" schedule property is fixed at Rs.

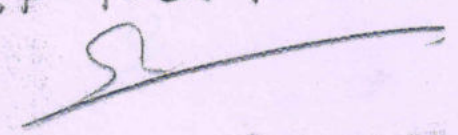
30000/- schedule = A" within (16th part)

-16. sd. satya Narayan Daruka L.T. 9.
of smt purni Devi (F.T.) by the pen of
satya Narayan Daruka. S.M. Darbar.
sd. Shankar Bhai men Bhai Darbar
within District Burdwan. P.S. Asansol.
within Asansol Municipality all that piece
and parcel of lands and premises
measuring one Bigha five cottah

two chataks equivalent to 0.415.
(point four one five) acres being portions
of C.S. plot No 685 (six hundred
eighty five) area 20 acres (point

two zero acres) equivalent to twelve
cottah two chataks and part of C.S.
plot No 686 (six hundred eighty-six)
area 0.215. (point two one five) acres
equivalent to thirteen cottah as shown

in the annexed plan and shown there
in within Red borders together with
all houses buildings structures fittings
and fixtures there on and recorded
in C.S. Khataon Nos. 194 (one hundred
Ninety four) and 195 (one hundred Nine
five) Rent of Rs. 50 = 25P to be paid



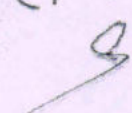
to land lord i.e. State of West Bengal
 Schedule 13 within District Bardwan
 P.S. Asansol within Asansol mouza
 now within Asansol Municipality
 one sixth share in all the followings

C.S. plots - Area in acre
 C.S. plot No -
 685 (six eighty five) 2.09 (Two point zero nine) (i.e. excluding portion mentioned in schedule "A" partd-17/-)

(17th part) sd satya Narayan Daruka.
 L.T. 9.06 Smt Purni Debi (17) by the
 pen of satya narayan Daruka. S.M. Darbar.
 sd. Shankar Bhairam Bohar Darbar) - 17 -

C.S. plot No - Area in acre
 686 (six eighty six) (part) 0.315 (zero point three one five) (i.e. excluding portion mentioned in schedule "A")

682 (six eighty two)	0.70 (point seven zero)
681 (six eighty one)	1.24 (one point two four)
684 (six eighty four)	0.74 (point seven four)
688 (six eighty eight)	1.11 (one point one one)
689 (six eighty nine)	0.23 (point two three)
693 (six ninety three)	1.44 (point four four)
704 (seven zero four)	1.34 (one point three four)
705 (seven zero five)	1.66 (one point six six)
706 (seven zero six)	3.68 (Three point six eight)
707 (seven zero seven)	1.40 (Point four zero)



708 (Seven zero eight) . 09 (point zero nine)
 709 (Seven zero nine) 1.66 (one point six six)
 769 (Seven six nine) . 07. (point zero seven)
 770 (Seven seven zero) 1/8 (point one eight)
 771 (Seven seven one) . 35 (point three five)

cmdp. 18. (18th page) - 18 - sd. satyanarayan
 Daruka. L.T.D. of smt Purni Debi (P.D.)
 by the pen of Satya Narayan Daruka. S.M.
 Darbar. sd. Shankar Bhai Meru Bhai
 Darbar). 18 - C. S. plot No.

Area in acre
 61 (point six one)
 20 (point two zero)
 39 (point three nine)
 39 (point three nine)
 39 (point three nine)

In witness whereof the parties hereto
 above put their respective signature
 on the day month and year signature
 of the 1st party sd. satya Narayan Daruka
 signature of the 2nd party sd. S.M. Darbar
 sd. Shankar Bhai Meru Bhai Darbar. witne-
 sses Jagdish Prasad Talan Asansol. 4) sd.
 Prabulla Kumar Mukherjee Asansol. 5) sd.
 Sunil Kumar Mukherjee Advocate Asansol.
 Typed by Jiten Chakraborty Civil Court.
 Asansol. No 823 value Rs 15217=00 (500x3+21+
 4+3) sold to sri satya narayan Daruka Asansol

8

Asansol from Asansol
Treasury on 29.3.75. sd.
N. Pathak Stamp clerk.
Asansol Treasury 29.3.75

copied by.
sd. Choudhury Amar Ah.
ex. M. 31.5.75.

Ready by
sd. Gita Ganguly
ex. M. 31.5.75

compared by.
sd. Hari Pada Maji
ex. M. 31.5.75


copy copied by.
Banalata Ghosh.
ex. M. 13.9.79

copy ready by
Gita Chatterjee
13.9.79

copy compared by.
Choudhury Amar Ah.
FM. 13.9.79

True copy.
sd. S. D. C.
Sub-Registrar, Asansol.
31.5.75

certified to be a true
copy.


S. D. C.
Sub-Registrar, Asansol
13.9.79



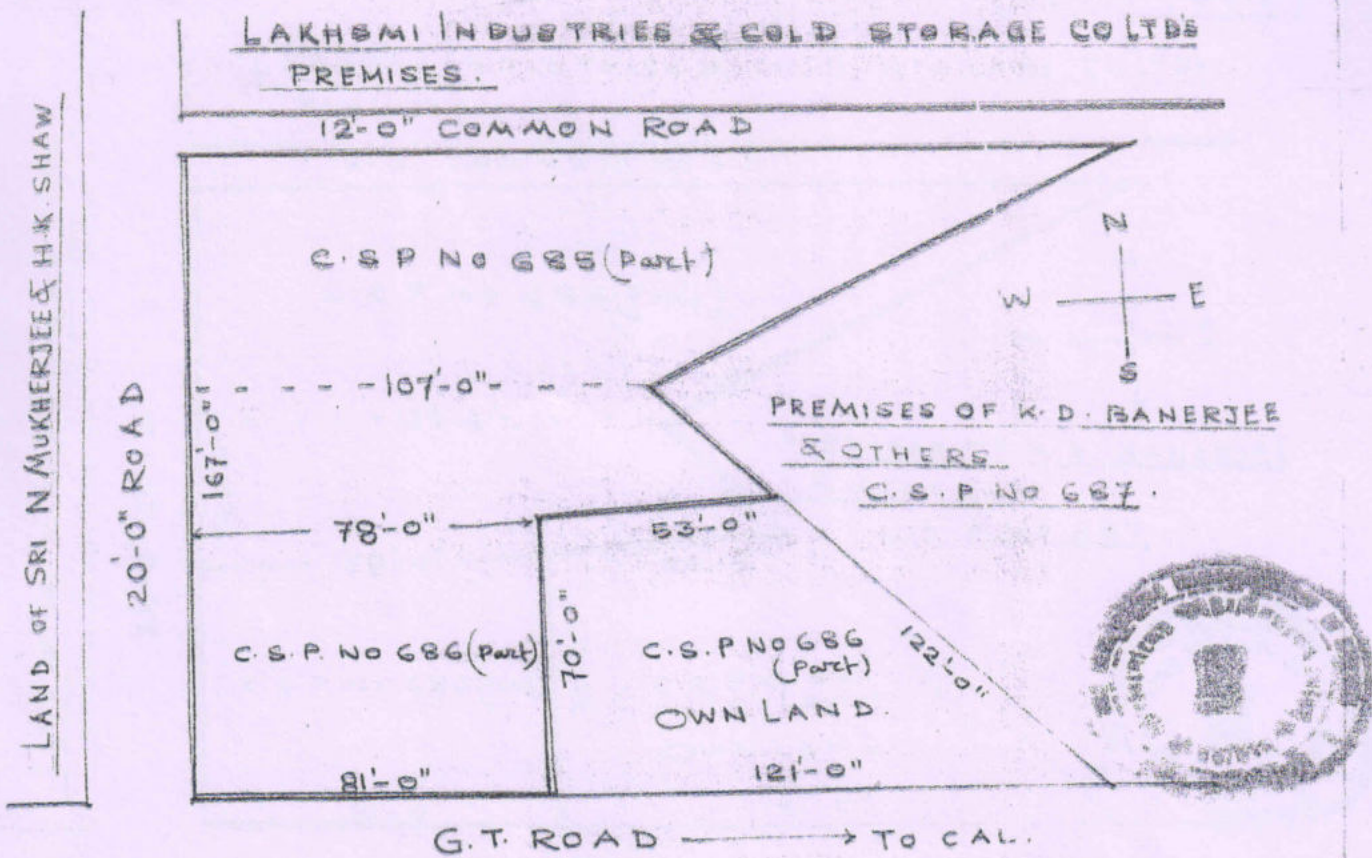
SKETCH PLAN OF LAND TRANSFERRED TO SRI SM
DARBAR BY SRI SATYANARAYAN DARUKA AND SMT
PURNI DEVI DARUKA WITHIN C.S. PLOTS 685 & 686
MOUZA ASANSOL G.T. ROAD MURGASOL ASANSOL

SCHEDULE OF C. S. PLOTS

C S P	B	K	Ch	AcRA
685	0	12	2	0.20
686	0	13	0	0.215
Total	1	5	2	0.415

SCALE - 40 FT = 1 IN

LAND TRANSFERRED SHOWN
WITHIN RED BORDER



LAND OF SRI N. MUKHERJEE & H. K. SHAW

20'-0" ROAD



*Prepared by
Chaitanya Choudhary
13.9.79*

*Satyana ray and Daruka
LT 9 A Smt Purni devi
by the per of Satya narayana
& Shankar ban Merubhan
Dar bar
Signature of parties*

*Sub-Registrar, Asansol
13.9.79*

4
7-
20
30