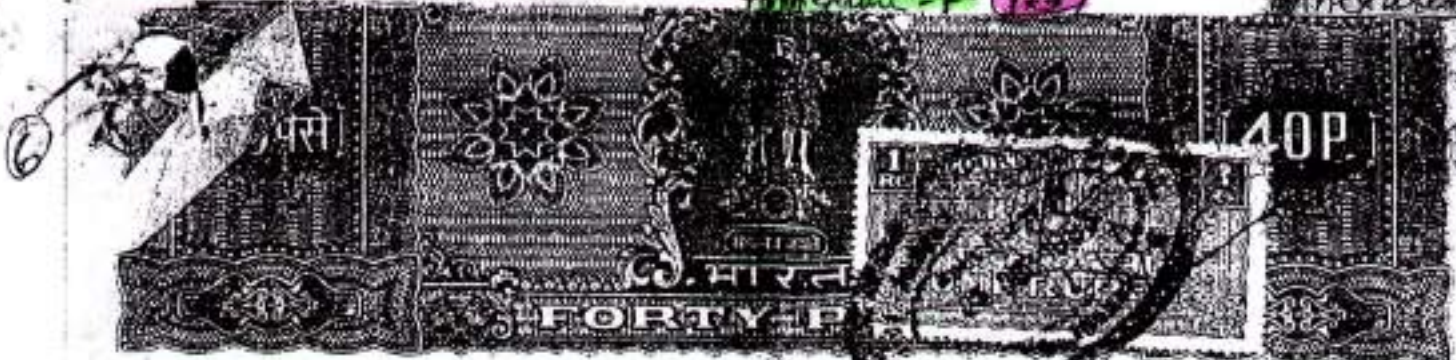


Annexure F 128

INDEXED



| प्रतिलिपि के लिए आवेदन की तारीख<br>Date of application for the copy. | स्टाम्प और फोलियो की अपेक्षित संख्या सूचित करने की निश्चित तारीख<br>Date fixed for notifying the requisite number of stamps and folios. | अपेक्षित स्टाम्प और फोलियो देने की तारीख<br>Date of delivery of the requisite stamps and folios. | तारीख जिस दिनांक के लिए प्रतिलिपि तैयार थी<br>Date on which the copy was ready for delivery. | आवेदक को प्रतिलिपि देने की तारीख<br>Date of making over the copy to the applicant. |
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| 24/9/48  | 24/9/48   | 24/9/48  | 24/9/48  | 24/9/48  |

6

- 1 -

Decree in original suit.

(Order 20 Rules 6 and 7 Code of Civil Procedure).

Dist. 24-parganas.

In the 2nd Court of the Sub-Judge at alipore.

With suit no. 198 of 1948 . Instd. on 6.8.48

Probohd Chandra Chatterjee s/o late A.C. Chatterjee of 4, Prince  
 Buktior Shah Road, P.S. Tollygunge Dist. 24-parganas. and also  
 also of Takipur & Bardwan Dist. Bardwan P.S. Bardwan.

... plaintiff.

Vs.

1. Probohd Chandra Chatterjee, 2. Kumud Chandra Chatterjee both  
 sons of late Abhoy Charan Chatterjee. 3. Deba Prosad Chatterjee  
 4. Satya Prosad Chatterjee. 5. Nilamba Prosad Chatterjee. 6.

Gour Prosad Chatterjee alias Gouranga Prosad Chatterjee

Please See  
 page no 8  
 clause 'E'  
 14/16 & n. Beaman  
 Rahaman Road.

१०००

१०००

FOR PAISE

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| <p>दि आवेदन की<br/>तारीख<br/>Date of application for<br/>copy.</p> | <p>रखाने और फोटोको की अपेक्षा<br/>संख्या सूचित करने की तिथि<br/>तारीख<br/>Date fixed for notifying<br/>the requisite number of<br/>stamps and folios.</p> | <p>आवेदन की तारीख<br/>Date of delivery of the<br/>stamps and<br/>folios.</p> | <p>तारीख, जबकि देने के लिए<br/>प्रतिलिपि तैयार थी<br/>Date on which the copy<br/>was ready for delivery.</p> | <p>आवेदन की तारीख<br/>Date of application for<br/>copy to be<br/>made.</p> |
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7. Sakti Prasad Chatterjee, 8. Pronab Prasad Chatterjee, 9. Ram Prasad Chatterjee nos. 3 to 9 sons of late Charu Chandra Chatterjee -e nos. 6 to 9 being minor one represented by their guardian mother S<sup>m</sup>. Pankojini Devi. 10. S<sup>m</sup>. Pankojini Devi widow of late Charan Chandra Chatterjee all residing at Bakhtiar Shah Road, P.S. Tollugunge, Dist. 24-parganas and also at Takipur, Burdwan dist. Burdwan P.S. Angram.

... defendants.

Claim for partition of the properties in suit and for accounts and for cost in this suit.

paid of /// for partition Rs. 300000/-  
for accounts. Rs. 101/-

total Rs. 30010/-

This suit coming on this day for final disposal before Sri A.M. (torn portion) Sub-Judge in the presence of H.Kar pleader for the plaintiff and of Sri T.Kar, pleader for the defdt. nos. 1 and 2 and Sri B.N.Ghosh pleader for the defendants- nos. 3 to 10. it is ordered and decreed that the suit be axid the same is ~~here~~ hereby decreed on compromise in the preliminary form

that the petition of compromise do form part of this decree.

Given under my hand and the seal of this court,

80 पैसे

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भारत  
FORTY PAISE

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| दिनांक के लिए आवेदन की तारीख<br>Date of application for the copy. | स्टाम्प और फोटोको की अवधि<br>Date fixed for the requisite stamps and photos. | तारीख और फोटोको की आवश्यकता<br>Delivery of the requisite stamps and photos. | तारीख, जबकि देने के लिए प्रतिलिपि तैयार थी<br>Date on which the copy was ready for delivery. | आवेदक को प्रतिलिपि की तारीख<br>Date of making the copy to the applicant. |
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this 25th day of May 1949.

The addresses given & above are the addresses supplied by the plff.  
sd/- illegible.

sd/- Illegible.  
Judge/ 3.9.49.

typed by.

*[Handwritten signature]*  
23/12



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| आवेदन<br>Application for<br>copy. | प्रदाय और फोटो<br>संख्या सुचित करने<br>Date<br>the required<br>stamps are | और फोटो<br>तारीख<br>Delivery of the<br>stamps and<br>copies. | तारीख, जबकि देने के लिए<br>प्रतिनिधि तैयार हो<br>Date on which the copy<br>was ready for delivery. | तारीख, जबकि देने के लिए<br>प्रतिनिधि तैयार हो<br>Date on which the<br>copy is to be delivered. |
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In the Court of the 2nd Sub-Judge at alipore.

title suit no. 198 of 1948.

Subodh Chandra Chatterjee.

... plaintiff.

Vs.

Froboth Chandra Chatterjee and others, ... defendants.

The petition of compromise on behalf of the plaintiff and the defendants nos. 1 to 10 in the above suit most respectfully sheweth :-

1. One Abhoy Chaman Chatterjee, a respectable inhabitant of viillage Takipur Burdwan, and a medical practitioner having a decent practice, died in or about the year 1912 leaving behind him surviving 4 sons viz, (a) Charu Chandra Chatterjee (since deceased) the father of defendants 3 to 9 and husband of defend nt no.10 (b) plaintiff Subodh Chandra Chatterjee (c) Defendant no. 1 Proboth Chandra Chatterjee and defendant no. 2 Kumud Chandra Chatterjee and both moveable and immoveable properties and cash, Since the death of their father, the said Charu Chandra Chatterjee and his said three brothers continued to live joint in ness food wroship and property and undertook various enterprises and business such as Horn Comb & Celluloid Bangles Stationery and Oilman's stores in the ...

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FOR PAISE

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| प्रतिलिपि के लिए आवेदन की<br>तारीख<br>Date of application for<br>the copy. | स्वाम्य और फोलियो की अपेक्षित<br>संख्या सूचित करने की निश्चित<br>तारीख<br>Date fixed for notifying<br>the requisite number of<br>stamps and folios. | प्रतिलिपि के लिए फोलियो<br>की तारीख<br>Date of delivery of the<br>stamps and<br>folios. | तारीख, जबकि देने के लिए<br>प्रतिलिपि तैयार थी<br>Date on which the copy<br>was ready for delivery. | आवेदक को प्रतिलिपि देने की<br>तारीख<br>Date of making over the<br>copy to the applicant. |
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2 -

Enamel Soap and Lantern Factory and of late chiefly in land development schemes to purchase and sell lands themselves and along with capitalist parties such as Messrs. Mugneeram Bangur & Co., The Calcutta Properties Ltd. the Calcutta Company Ltd. and during this period when they lived jointly and carried on business as aforesaid various properties were acquired and several ventures were taken in hand which are still being carried on by the parties. The said Charu Chandra Chatterjee died on 5th November 1945 leaving behind him defendants 3 to 9 as his sons, and defendant no. 10 as his widow, his legal heirs under Hindu Law. Since after the death of the said Charu Chandra Chatterjee dispute arose as to the ownership of the said properties and business between the parties, the defendant nos. 3 to 10 claiming them as the self acquired properties of the said Charu Chandra Chatterjee, while the plaintiff and defendants 1 and 2 ~~had~~ claimed the whole of the said properties and business as joint family properties each having an undivided one-fourth share therein alongwith the said Charu Ch. Chatterjee deceased on grounds inter alia that the properties were acquired and the business carried on by the united efforts skill and labour of all the members of the joint family and that the funds of the said Charu Chandra Chatterjee were also used for the

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गौरी प्रसाद  
GOURI PRASAD  
FORT PAISE

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| प्रतिलिपि के लिए आवेदन की तारीख<br>Date of application for the copy. | प्रतिलिपि की संख्या<br>Copying number of the copy. | प्रतिलिपि के लिए आवश्यक स्टाम्पों की संख्या<br>Number of the requests stamps and other fees. | तारीख, जबकि देने के लिए प्रतिलिपि तैयार थी<br>Date on which the copy was ready for delivery. | आवेदक को प्रतिलिपि देने की तारीख<br>Date of making over the copy to the applicant. |
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- 3 -

karta of the joint family. Under such circumstances the plaintiff filed this suit for partition account and appointment of a Receiver. Now as this suit for Partition and the various proceedings arising out of the same is likely to ruin the parties materially besides the heavy expenditure involved in a contested protracted litigation, and as there are several unexecuted ventures of considerable magnitude, and there are heavy liabilities of the estate, the well-wishers and relations of the parties intervened, and the parties have at the intervention of common friends and relations, after taking competent and independent legal advice, arrived at an agreement to settle their disputes amicably with a view to save the estate and parties from protracted and costly litigation, ruinous to all concerned and have compromised this suit on the following terms. By the compromise the plaintiff and defendants 1 and 2 have give up considerable portions from their shares in consideration of purchasing peace and preserving family honour and to make and provide for adequate distribution amongst all. The terms of the said compromise are manifestly for the benefit and welfare of the minor and have been fully explained to the defendant no.

... and ... guardian of the ...



| प्रतिवेदन के लिए आवेदन की तारीख<br>Date of application for the copy. | रजिस्ट्रार और फीस को की अपेक्षा राशियां सूचित करने की तिथि<br>Date fixed for notifying the requisite number of stamps and folios. | अपेक्षित स्टाम्प और फोलियो देने की तारीख<br>Date of delivery of the requisite stamps and folios. | तारीख, जबकि देने के लिए प्रतिवेदन तैयार हो<br>Date on which the copy was ready for delivery. | अवेक को प्रतिवेदन देने की तारीख<br>Date of making over the copy to the applicant. |
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minor defenants 6 to 9. A preliminary decree for partition may accordingly be passed in terms of this petition of compromise after recording the ~~tax~~ terms thereof.

2. The distribution of the estate is made in terms and conditions as hereinafter contained, and the shares of the parties are declared as hereinafter mentioned in the respective properties mentioned in the respective item or items hereunder.

allotment of shares.

A) In all the Burdwan properties (ancestral and after acquired) more fully described in the plaint schedule in lot 32 at moujas takipur, Chowari, Bilyagram, Asinda, Belari within P.S. Oushgram, & Joykrishnapur, Bahri Ghanna within P.S. Galsi in the district of Burdwan (excepting Bonpas station property at mouja Belari P.S. Oushgram provided for in clause F hereunder) the plaintiff, defendant no.1 and defendant no. 2 will each get  $\frac{1}{4}$ - (four annas) share, while the defendants no. 3 to 10 will get the remaining  $\frac{1}{4}$ - (four annas) share.

B) The said parties viz. (i) the plaintiff, (ii) the defendant no. 1 (iii) defendant no.2 and (iv) defendant nos. 3 to 10 will get like shares viz.  $\frac{1}{4}$ - (four annas) each

in the land measuring 4 Bighas 10 afts. at Mouja Naktola within P.S. Kollingunge being 199, 201, 278 and 40

उपरोक्त

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भारत  
FORTY PAISE

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Date of application for  
the copy.

साम्य और कोलियों की अवधि  
संख्या सूचित करने की तिथि  
तारीख  
Date fixed for notifying  
the requisite number of  
stamps and folios.

अवधि संपन्न होने की तिथि  
दिनांक  
Date of delivery of the  
requisite stamps and  
folios.

तारीख, जबकि देने के लिए  
साम्य प्रतिवेद तैयार की  
जाएगी  
Date on which the copy  
was ready for delivery.

आवेदक को प्रतिवेद देने की  
तारीख  
Date of making over the  
copy to the applicant.

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mouja naktola dist. 21 parganas.

*Handwritten initials*

c) The lands measuring 4b-9k-60h-22aft. at premises no. 372, Russa Road P.S. Tollgyunge (67, Sultan Alam Road) obtained from Messrs. Mugheeram Bangur & Co, under deed dated 30.11.36, 907445 and dated 1.8.45 now comprising the Charu Chandra Market and the adjoining lands, together with all buildings, sheds, structures and fixtures and all appurtenances thereunto belonging being lot no. 3 and part of lot 1 item (3) of the plaintiff schedule, the parties do get the following shares viz. pliff. one anna, defendant no. 1 two annas defendant (no. 2 two annas, defendant 3 to 9 one anna six pies each and defendant no. 10 six pies.

d) The existing land business of the parties is declared to be a partnership business of all the members of the said joint family being the plaintiff and defendants 1 to 10. The lands of Raj Kumar Park and Charu Chandra Park in Regent Park within P.S. Tollgyunge which are under agreements of partnership with the Plaintiff's Properties Ltd. with Charu Chandra dated 1.8.41 and 17.7.45 and being

*Charu Chandra*





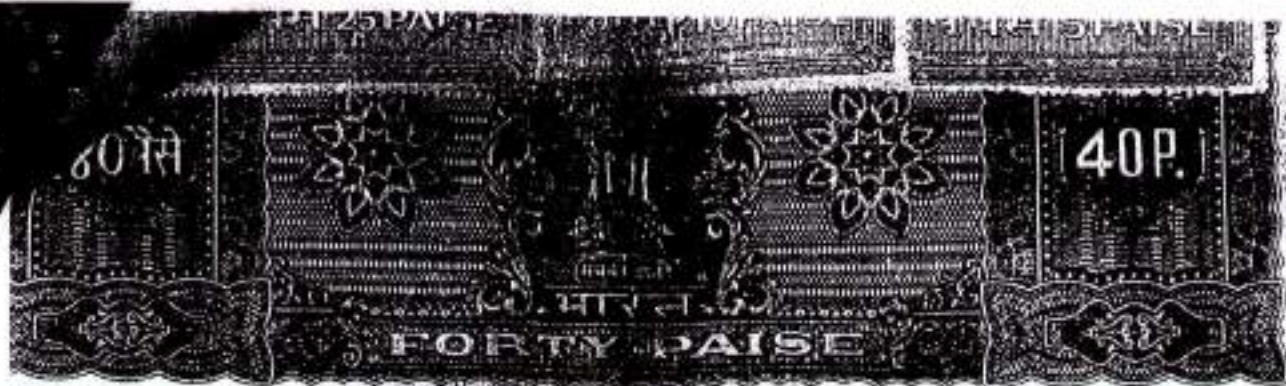
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| आवेदन के लिए आवेदन की तारीख<br>Date of application for the copy. | छात्र और फीसियों की उपेक्षित संख्या सूचित करने की निर्दिष्ट तारीख<br>Date fixed for notifying the requisite number of stamps and folios. | अर्पण का तारीख<br>Date of delivery of the requisite stamps and folios. | तारीख, जबकि देने के लिए प्रतिलिपि तैयार थी<br>Date on which the copy was ready for delivery. | आवेदक को प्रतिलिपि देने की तारीख<br>Date of making over the copy to the applicant. |
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neighbourhood which are to be obtained from the said clakutta properties its agreement and arrangement with them, and all of which are now being dealt with by the parties with the said company by virtue of the aforesaid agreements by transacting business, are hereby declared to form part of and to be properties of the said partnership business known and to be named as Messrs. Charu Chandra Chatterjee and Company. The shares of the parties in the said partnership business are declared as follows :-

plaintiff, one anna, defendants 1 and 2 - two annas each, defendant no. 3, one anna & six pies each, defendant no. 10 six pies.

A formal deed of partnership will if necessary be executed by and between the parties in the above terms declaring the above shares of the parties in the assets and business of the said company. For better and proper management of the said partnership business the defendant no. 2, Debaprosad Chatterjee, defendant no. 3, Debaprosad Chatterjee, is hereby declared to be the authorised agent to have full control and management of the said partnership business and Messrs. Charu Chandra Chatterjee and Debaprosad Chatterjee are hereby



| तिथि के लिए आवेदन की<br>तारीख<br>Date of application for<br>the copy. | छाप और फोलियो की अवधि<br>सेवका सुचित करने की तिथि<br>तारीख<br>Date fixed for notifying<br>the requisite number of<br>stamps and folios. | तिथि के लिए फोलियो<br>की आवश्यकता<br>Date of delivery of the<br>requisite stamps and<br>folios. | तारीख, जबकि देने के लिए<br>प्रतिलिपि तैयार थी<br>Date on which the copy<br>was ready for delivery. | आवेदक को प्रतिलिपि देने की<br>तारीख<br>Date of making over the<br>copy to the applicant. |
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with the common consent of all parties herein. The said Kumud Chandra Chatterjee and Debaprosad Chatterjee will have full and absolute power and authority to deal with all matters and do all acts relating to the said company in their discretion such as appointed, make demands, sue others, demand performance, realise money, sign cheques, drafts, promissory notes, hundies, agreements, etc., and debts sell properties, enter into new and deal with subsisting contracts, demand performance thereof, and give discharge to others, and do whatever is necessary for the welfare and benefit of the company and on behalf of all the parties and their acts deeds and decisions in all matters concerning the company shall be final and binding on all the parties and shall not be questioned by the parties and will be all bound by all such acts done by the said Kumud Chandra Chatterjee and Debaprosad Chatterjee on their behalf and on behalf of the said company, as if the said acts and decisions will include the existing contracts and properties of the said properties ltd. re : Ram Coomar Park and lands as per agreements with them dated and Debaprosad Chatterjee will be involved



| प्रतिलिपि के लिए आवेदन की तारीख<br>Date of application for the copy. | स्वाम्य और फोलियो की अपेक्षित संख्या सूचित करने की निश्चित तारीख<br>Date fixed for notifying the requisite number of stamps and folios. | अंतिम स्वाम्य और फोलियो देने की तारीख<br>Date of delivery of the stamps and folios. | तारीख, जबकि देने के लिए प्रतिलिपि तैयार थी<br>Date on which the copy was ready for delivery. | आवेदक को प्रतिलिपि देने की तारीख<br>Date of making over the copy to the applicant. |
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by them., and they will have also the power to appoint other members of the family on suitable remuneration as will be deemed fit and necessary by them for rendering services to the company. All previous acts deeds & transactions made done or committed by the parties are hereby ratified and the above- sharers of the parties in the partnership comes into effect from the death of Charu Ch. Chatterjee .

E) The properties (1) 14/16 Dr. Daudar Rahanan Road purchased from Jatindra Nath Das by deed dated 9.10.45 being lot no.5 of the plaint schedule (2) 41, Russa Road obtained from Messrs. Mugneeran Bangur & Co. under deed dated 1.8.45 being lot no.1 item (1) of the plaint schedule (3) P. nja Shahapur land and tank measuring about 7 bighas (bet (better known as Karmani land) on Jyotish Roy Road P. S. Behala to be obtained from Messrs. Mugnee Ram Bangur & Co, as already settled and agreed upon are allotted to Kumud Chandra Chatterji and Beoprosad Chatterjee absolutely in equal shares.

F) In the Lake Road land and house purchased by three conveyances dt. 2.3.1910, 8.10.1936 and 7.10.1937 measuring about one Bigha two kottas six chittaks fifteen three storied partly two storied and partly one storied



| प्रतिनिधि के लिए आवेदन की तारीख<br>Date of application for the copy. | स्टाम्प और फोलियो की अपेक्षित संख्या सूचित करने की तिथि तारीख<br>Date fixed for notifying the requisite number of stamps and folios. | अपेक्षित स्टाम्प और फोलियो देने की तारीख<br>Date of delivery of the requisite stamps and folios. | तारीख, जबकि देने के लिए प्रतिनिधि तैयार थी<br>Date on which the copy was ready for delivery. | आवेदक को प्रतिनिधि देने की तारीख<br>Date of making over the copy to the applicant. |
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masonry buildings, structures and fixtures etc. standing thereon being lot no.9 of the plaint schedule as also in the puccas building with land measuring one bigha twelve kottas eleven chittaks nine square feet at Bonpas station P.S. Cungegra Mouja Belari dist. Burdwan being item no.1 and 2 of lot 32, the shares of the parties are declared as follows :-

the plaintiff, defendant no.1 defednt. no.1 and 2 each having three annas share, while the defend nts 3 to 9 ea each having one anna share. The said properties are however ma and shall constitute and absolute Private Family Trust Estate named and known as "Abhay Charan Chatterjee Family Trust" of for the benefit of the heirs of late Abhay Charan Chatterjee, for the preservation of family honour and traditi n andfor the up-keep of the annual Sree Sree Durga Puja Sree Sree Kalipuja Sree Annapurna Puja and Ratha Jatra and such other purposes as the trustees may deem fit and proper. A Board of Trustees will be formed consisting of the eldest male member from each branch of the heirs of Abhay Charan Chatterjee, being his 4 sons, as trustees, who will jointly deal with , collect and spend money, manage and administer thē trust estate according to the opinion of the ~~majority~~ majority of the Trustees. The present Trustees being Sabodh Chandra Chatterjee, Probodh Ch.



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Chatterjee Kumud Ch. Chatterjee and Debaprasad Chatterjee being the eldest male member from each branch of the heirs of Abhoy Charan Chatterjee deceased. The trustees will have no power of alienation by way of sale or gift or mortgage except with the consent of all the beneficiaries. If any member of the family of the parties would fall in distress at any time the committee will sympathetically treat his case and provide for his maintenance. The defendant no. 10 Ss. Pankojini Devi will also be a trustee during her life only along with the other trustees appointed as aforesaid. A formal Trust deed declaring the above trust will be made and executed by and between the parties giving effect to the above terms and provisions of necessary.

G) The plaintiff, the defendant no. 1 and defendant no. 2 in lieu of their shares in the rest of the immoveable properties described in plaint schedule will each get free from all encumbrances whatsoever five cottahs of land more or less from 67, Sultan Alam Road (being item 3 of lot 1 of the plaint schedule) and one bigha fifteen cottas land more or less from Ram Coomar Park and Charu Chandra Park (being lot 33 of plaint schedule) freed and purchased at the cost of the defendant 3 to 10 who take the remaining immoveable properties subject to all liabilities. In respect of the said one bigha fifteen cottas land to be made over



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to each of the plaintiff, defendant no.1 and 2 from the Ram Kumar Park and Charu Chandra Park, the defendant nos. 3 to 10, at proper conveyances executed in favour of the said plaintiff, defendant no. 1 and defendant no.2 by the Calcutta properties Ltd. free from all encumbrances within one year from the date of the preliminary decree paying therefor the full purchase price themselves. In default of compliance of the same, the plaintiff, defendant no.1 and defendant no.2 will get along with the defendants 3 to 10 shares the parties have in the partnership business of Messrs. Charu Chandra Chatterjee & Co. as provided in para D above, in the rest of the immoveable properties in suit.

H) The defendants no.3 to 10 complying with the terms of clause C above will get the rest of the immoveable properties described in the schedule to the plaint each having 1/8th share therein subject however to all existing mortgages charges and other debts and also subject to all previous alienations. The interest of defendant no.10 will be that of a Hindu Widow's Estate. The defendants no.3 to 10 will however pay the entire price which was paid for obtaining the lands at Aluja Raipur & Khanpur (being lot no.1 items no.7 to 16 of plaint schedule) from Messrs. Mughnaram Bangur & Co. under deed dated 1.8.45 and the said sum will be paid by the defendant 3 to 10 to



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M/S. Charu Chandra Chatterjee & Co. which will pay the said amount to the Calcutta Properties Ltd. in repayment of the loan due to them Re : ACC/ Charu Ch. Park & Ram Coomar Park in Regent Park Schemes.

I) A full and complete account of all dealings and business transactions of the parties shall be made within 3 months from date amicably and all sums appropriated by either party and all sums found due to either party on such accounting shall be payable to and or adjusted in the account of the parties concerned according to the following shares.

plaintiff- one anna, defendant no.1 ... two annas, defendant no.2 ... two annas, defendant no. 3 to 9 ... one anna & six pies each, defendant no.10 - six pies.

failing which however the same will be made and done by Commissioner of Accounts to be appointed by the court in this suit, as per dates to be supplied by the parties, and on ascertainment of the sum found due to or payable by either party, the parties will pay or get the respective sums in their said respective shares.

J) The outstanding loan in respect of the Ram Coomar Park and Charu Chandra Park Under the agreements of purchase

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- 13 -

dt. 1.8.43 and dt. 17.7.45 between Charu Chandra Chatterjee and the Calcutta Properties Lt. including that of income tax payable therefore shall be borne by the aforesaid Messrs. Chara Ch. Chatterjee & company all other debts secured and unsecured, and liabilities of all kinds including that for the Dawodar embankment work and losses as well as the income tax liabilities of the estate shall be borne and payable by the defendants 3 to 10 in consideration of their taking the bulk of the properties of the estate so that the plaintiff and defendant no. 1 and 2 and the properties allotted to them are not saddled with any liability whatsoever, and the defendant no. 3 to 10 will indemnify and keep the plaintiff, defendant 1 and 2 indemnified against all such liabilities claims and demands whatsoever as and when occasion may arise.

K) The defendants 3 to 10 shall out of the lands allotted to them in clause G make free gifts of the several plots of land to the several persons specifically mentioned hereunder from out of the lands of lot 2 of plaint schedule, at their own cost, so as to carry out the last wishes of late Charu Chandra Chatterjee their predecessor in interest Krishna padmanarjee s/o late Debedra nath Banerjee ...





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- ... 2 kottas from out of 33 Jyotish Roy Road.
- Durga pada Banerjee son of late Debendra nath Banerjee... 2 kottas from out of 33 Jyotish Roy Road.
- Upapada Mukherjee s/o late Girish Chandra Mukherjee... 2 kottas from out of 33 Jyotish Roy Road.
- Tarapada Mukherjee s/o late Girish Ch. Mukherjee ... 2 kottas from out of 33 Jyotish Roy Road.
- Kala Chand Goswami (Gurudev) ... 2 kottas from out of 33 Jyotish Roy Road.
- Dinkim Chandra Mukherjee & brothers, Sons of late Nirode Ch. Mukherjee ... 4 kottas from out of 33, Jyotish Roy Road.
- Sons of Kamini Kumar Bhattacharjee ... 2 kottas from out of 33 Jyotish Roy Road.
- Sabitri Debi widow of late Santosh Banerjee ... 2 kottas from out of 33, Jyotish Roy Road.
- Protiva Debi wife of Bhirendra nath Banerjee..... 2 kottas from out of 33 Jyotish Roy Road.
- Jharna Devi d/o Kumud Chandra Chatterjee ... 2 kottas from out of 33 Jyotish Roy Road.
- Ashalata Devi wife of Sama prasanna Banerjee ... 2 kottas from out of 33 Jyotish Roy Road.
- ... 2 kottas from out of 33 Jyotish Roy Road.



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Chandra Chatterjee ... 5 kottas from Sultan Alam Road (lot 1  
 item 3 of plaint schedule) & 10 kottas from charu park (lot  
 33 of plaint schedule ) & cash Rs.10000/-

Sm. Anupama Devi wife of Amar natn Banerjee daughter of Charu  
 Chandra Chatterjee . 5 kottas from Sultan Alam Road (lot 1  
 item 3 of plaint schedule & 10 kottas from charu Park (lot  
 33 of plaint schedule ) & cash Rs.10,000/-.

The other three daughters of late late Charu chandra Chatterjee  
 viz. sm. Chapala Bala Devi , Sm. Kasala bala Devi & Sm.  
 Binapani Devi have been given lands and cash by way of free gift  
 as per the last wishes of their said deceased father.

Jamini Mohan Mukherjee son of Rampada Mukherjee ....2 kottas of  
 land from out of 33 Jyotish Roy Road.

Krishna Dhon Mukherjee son of Rampada Mukherjee ... 2 kottas of  
 land form out of 33 Rytish Roy Road.

Sm. Hiron Moyi Devi w/o Sarat Ch. Chatterjee .... 2 kottas of  
 land form out of 33 Jyotish Roy Road.

Regarding the lands of Charu Chandra Park to be  
 gifted as aforesaid, the defendant no.3 to 10 get the same  
 purchased at their own costs from the calcutta properties ltd.

Amud Chandra Chatterjee and Debendra Chatterjee

40P.

भारत  
FORTY PAISE

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Chatterjee will pay a sum of Rs. 700/- for the marriage of Jharna Devi daughter of Kumud Chandra Chatterjee and will also provide for the costs of the Road etc. of the 67 Sultan Alam Road Scheme.

L) Defendant no. 2 Kumud Chandra Chatterjee will get absolutely and free from all encumbrances the Brahmopur Garden and land being lot no. 18 and 30 of plaint schedule.

K) The defendant no. 1 will get a cash sum of Rs. 25000/- for her pilgrimage and pious and religious acts from defendants 3 to 9 her sons, who are to get the full value of the paid up shares in the Calcutta company Ltd. for Rupees one lac and five thousand subject to all subsisting loans, liens & charges thereon. The debts 3 to 9 will also bear and pay the loan advances by the Calcutta Company limited for the Damodar Embankment works.

N) The shares of the parties in the Charu Chandra Estates limited as declared and registered in the books of the said company will remain as it is and in tact and will not be affected, by this.

O) The defendants no. 1 and 2 will be entitled to

(Pankaj Chatterjee Seal)



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they are able to build their own residential houses, which time is provisionally fixed as tow years.

P) The parties will carry into effect the above terms amicably within one year failing which they will nominate a Commissioner of Partition to effect the partition in terms hereof and in default a Commissioner of Partition will be appointed by the court to effect partition in terms of this compromise at the cost of the parties.

Q) Defendants no. 3 to 10 will however in order to carry out the terms of this compromise be entitled to take get Release of six Bighas & Five cottas of land from out of Ram Kumar Park & Charu Park (lot no. 33 of the plaint schedule) from the calcutta properties ltd. paying at the same time the price therefor the Messrs. Charu Chandra Chatterjee & Co. Likewise the defendant no. 2 and 3 in order to build their dwelling houses will be intitled to take & get release of three bighas and three cottas land from the said Charu Chandra Park and Ram Coomar Park from the calcutta properties ltd. paying at the same time the price therefor to Messrs. Charu Chandra Chatterjee & Co.

The plaintiff and the defendants 1 to 10 there-

by your honour will be graciously pleased to...



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terms of the above compromise and pass a preliminary decree for partition and that this compromise petition do form part of the decree and to pass such other order or orders as your honour deems fit and proper.

And for this your petitioners as in du ty bound shall every pray.

typed by. *RAK* 22/12