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8x40
175
July 120/-
July 100/-



258

7/06

ER 2762
29/8

8-8-96 29-8-96 29-8-96 5-9-96 6/9/96

DISTRICT : SOUTH 24-PARGANAS.

In the 6th Court of Assistant District Judge at Alipore.

Title Suit No. ⁹82 of 1958.

Sri Proshat Kumar Roy Plaintiff.

-Versus-

Sri Radha Chaman Roy and Others... Defendants.

Order No.125 dt.17.3.67. Defdt. no.1 the shebait repre-

senting deities- defdts 5 to 8 to-day files a verified petition praying for permission to effect compromise on behalf of the deities defdts.5 to 8 for reasons stated in the petition. The petition of compromise filed by the parties on 16.3.67 for disposal of the suit in terms thereof is put up. Heard lawyer for the defendant no.1. Perused the petition for permission and the petition of compromise. Permission as prayed for on the grounds stated in the petition is granted.

TARAMMA CONSTRUCTION
Proprietor
Murali Ram



TARAMA CONSTRUCTION

A. K. Mitra

Proprietor

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Terms appear to be lawful. Let those be recorded.
Court fees paid are correct.
It is, therefore,

Ordered

Suit be decreed in the final form on compromise in terms of
the solenama which do form part of the decree.

Sd/- A.K.Mitra.

Sub.Judge.

typed by :

D.
D.Das.



(254)

19/26

8-8-96 29-8-96 29-8-96 5-9-96 6/9/96

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Final Decree.

DISTRICT : 24-PARGANAS (S)

In the 6th Court of the sub-Judge at Alipore.

Title suit No.82 of 1958, Instituted on 22.4.58.

1. Sri Probhat Kumar Roy, son of late Ashutosh Roy residing at 91, Masjid Bari Street, Calcutta for self and as Instos. ... Plaintiff.

-Versus-

1. Sri Radha Charan Roy-Managing Trustee-Karta of the joint family and sheba it of the deities defdts.nos.5,6,7 and 8 and in personal capacity.

2. Sri Profulla Kumar Roy. (3) Sri Probodh Kumar Roy.

4. Sri Pronab Kumar Roy. All sons of late Ashutosh Roy residing at 64, Masjidbari Street. Calcutta. for self and Nos.2 & 3 as Trustees.

5. Sree sree Shiva Thakur of 64, Masjidbari St.Calcutta.

6. Sree sree Krishna Radhika(also known as Sre sree Radha Raman) 64, Masjidbari St. Calcutta.

7. Image of Gurudeb Dhruvananda Giri of 64, Masjidbari St. Calcutta.

8. Sree Sree Chandimata, 64, Masjidbari St. Calcutta,

Deities Nos.5 to 8 represented by their shebaht Sri Radha Charan Roy, Defdt.No.1. Defendants.

suit for Administration of Trust and the estate of Ashutosh

TARAMA COMMISSIONER
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Proprietor

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Roy, deceased and for partition of the said estate and for accounts.

The suit valued at Rs. 75,400/- only.

This suit coming on this day for final disposal before Sri A.K.Mitra, Sub-Judge, 6th Court, Alipore in the presence of Sri Debandra Nath Sanyal, Advocate for the plaintiff and in the presence of Sri Anil Kumar Ghose, Advocate for the defendants nos. 1, 5 to 8 and Sri Mohini Mohan Ghose, Advocate for defendants nos. 2, 3 and 4.

It is ordered

that the suit be and the same is decreed in final form on compromise in terms of the solenama which do form part of the final decree.

(Schedule as per annexed sheets)

Given under my hand and seal of this Court, This 17th day of March, 1967.

Sd/- A.K.Mitra.
Sub-Judge.
7.6.67.

Schedule of property.

schedule "A".

All that two storied brick built messuage tenements land hereditaments and premises together with the piece or parcel of land whereon and on part hereof the same is erected and built containing by admeasurement an area of 2 Cott-

TARAMAA CONSTRUCTION

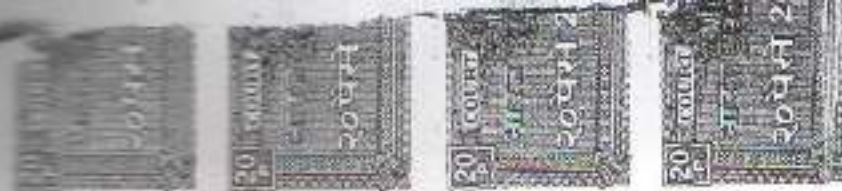
Minal S. M.

Proprietor

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ahs 13 Chittacks more or less situate lying at and being premises No.92, Cornwallis street in sutamutty in the North Division of the town of Calcutta and butted and bounded in the manner following that is to say :-

On the East- Partly by Private Lane and Partly by 91 Cornwallis Street,
 On the North by - Public Lane,
 On the West by - 93, Cornwallis Street and
 On the South by - Private Lane.

Schedule "B" Part-I

All that Partly III and partly IV storied brick built massuage tenement of dwelling house and shop rooms together with the part or parcel of land thereunto belonging whereon and on part whereof the same is erected and built containing by estimation an area of 2 Cottahs be the same a little more or less situate lying at and being Municipal premises No.21A Mohanlal Street and also a portion of premises No. 178A, Raja Direndra street (formerly portion of 21, Mohanlal street) and comprised in part of Holding No.2 sub Division 12 Division II Dehi Panchannogram Thana Ultadinghi sub Registry Office Sealdah in the District of 24 Parganas and butted and bounded in the manner following that is to say:-

TARAMMA CONSTRUCTION
M. M. S. M.
 Proprietor

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On the North- Partly by premises No.1688, Raja Dindndra Street, and partly by the remaining portion of premises No.178A, Raja Dindndra Street,

On the East by - a common passage leading from Mohanlal Street,

On the south by - Mohallal Street and

On the West by - Raja Dindndra Street.

Part II

All that partly III and partly IV storied brick built meassuage tenement or dwelling house and shop rooms together with the piece or parcel of Land thereunto belonging whereon and on part whereof the same is erected and built containing by estimation an area of 2 Cottahs be the same a little more or less situate lying at and being Municipal premises No.1788, Raja Dinendra Street and portion of No. 178A, Raja Dinendra Street (formerly portion of 21 Mohanlal Street) and comprised in holding No.2, Sub-Division No.12 Division II Panchannagram Thana Ultadange Sub Registry Sealdah in the District of 24 Parganas and butted and bounded in the manner following that is to say on the North by a 4 feet wide common passage leading from Raja: Dinendra Street, On the East by a common passage leading from Mohanlal Street, On the south partly by premises No.21A.

TASAMMA CONSTRUCTION
Masud S M
Proprietor



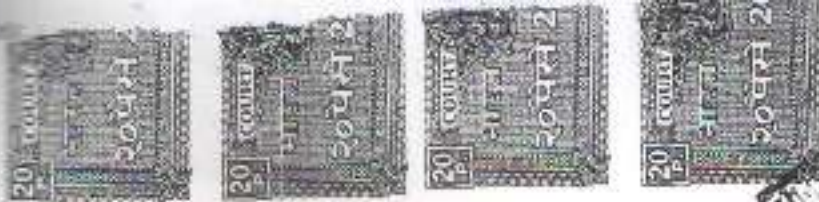
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Mohanlal Street and partly by the remaining portion of 178A,
Raja Dinendra Street and on the West by Raja Dinendra Street
Part III

All that partly III and partly 18 storied brick
built messuage tenement or dwelling house and gardges to-
gether with the piece or parcel of land thereunto belonging
whereon and on part whereof the same is erected and built
containing by estimation an area of 22 cottahs be the same
a little more or less situate lying at and being premises
Nos. 21B and 21D, Mohan Lal Street (Formerly a portion of 21
Mohanlal Street) and comprised in Holding No. 2 Sub Division
12 Division II Dehi Panchannagram in Thana Ultadanga Sub
Registry Sealdah in the District of 24 Parganas and butted
and bounded in the following that is to say On the North by
premises No. 21C, Mohanlal Street, on the East by premises
No. 23 Mohanlal Street on the South by Mohan Lal Street and
on the West by a common passage leading from Mohanlal Street
part IV

All that partly III and partly IV storied brick
built messuage tenement or dwelling house together with the
piece or parcel and land thereunto belonging whereon and on
part whereof the same is erected and built containing by

TARUNIA CONSTRUCTION
Tarunia
Proprietor



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estimation an area of 2 Cottahs be the same a little more or less situate lying at and being Municipal Premises No.21² C, Mohanlal Street (formerly a portion of 21 Mohanlal Street) and comprised in Holding No.2 Sub-Division 12 Division II Debi Panchananogram Thana Ultadinghee Sub Registry office Sealdah in the District of 24 Parganas and butted and bounded in the manner following that is to say on the North by premises No.22 R.G. Kar Road, on the East by premises No.23, Mohanlal Street on the South by premises No.21-8, Mohanlal Street and on the West by a common passage leading from Mohanlal Street.

Part V

All that partly II and Partly III storied brick built messuage tenement or dwelling house together with the piece or parcel of Rent free land thereunto belonging whereon and on part whereof the same is erected and built containing by admeasurement an area of 1 Cottah 4 Chittacks be the same 7.10.1999 from the Ram Krishna Mission to Ashutosh Roy and thereon coloured yellow and on the West by 63 Musjid Baree Street.

2) All that partly II and partly III storied brick built messuage tenement or dwelling house together with

TARAMA CONSTRUCTION

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Proprietor



the piece or parcel of land containing by admeasure ment an area of 2 Cottas 3 Chittacks more or less whereon and on part whereof the same is erected and built situated lying at and being premises No.93 Cornwallis Street in Holding No. 19, Block No.31 in the North Division of the town of Calcutt -a and butted and bounded in the manner following that is to say on the North and South by a Public Lane leading from Cornwallis Street, on the East by premises No.92 Cornwallis Street and on the West by Cornwallis Street.

3) All that partly II and partly III storied brick built messuage tenement or dwelling house together with the piece or parcel of rant free land containing by admeasure- ment an area of 5 Cottaks be the same a little more or less situate lying at and being premises No.83A, 83B and 83C (Formerly No.83) Durga Charan Mitter Street pin Sutanutty in the North Division of the town of Calcutta and butted and bounded in the manner following that is to say on the North by a Sewered ditch, on the East partly by a sewerd Ditch and partly by 81 and 82 Durga Charan Mitter Street, on the South by Durga Charan Mitter Street, and on the west by 85 Durga Charan Mitter Street.

TARAMA CONSTRUCTION

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Proprietor



4) All that one storied brick built messuage tenement or dwelling house together with corrugated iron shed and a tank and together with the piece or parcel of Revenue redeemed land the reunto belonging containing by admeasurement an area of 3 Bighas (3 Cottahs) be the same a little more or less situate lying at and being Municipal premises No. 21A, Barrackpore Trunk Road formerly a portion of No. 13 and thereafter No. 12 Barrackpore Trunk Road in Holding No. 249 B Division No. 1 Sub-Division No. 5 in Dehi Panchannogram Thana Chitpore Sub-Registry Office Cossipore (Dum Dum) in the District of 24 Parganas and butted and bounded in the manner following that is to say on the North by 12B, Barrackpore Trunk Road, on the East partly by Barrackpore Trunk Road and partly by a Temple known as "Bhup Singh Devalaya" and partly by a Municipal godown on the South by Cossipore Municipal Office and on the West by the Bustea Land belonging to Kumar Dharendra Kumar Singh.

The Schedule "D"

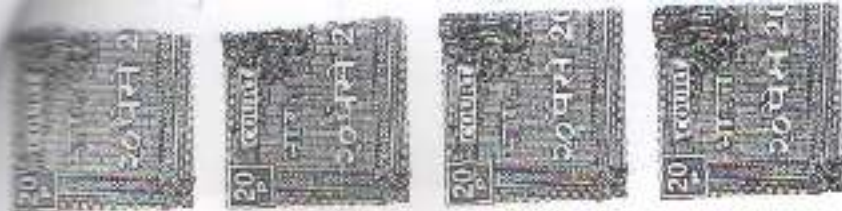
1. All that partly two and partly three storied brick built messuage tenements, lands, hereditaments and premises, together with the piece and parcel of land whereon and on

TARAMA CONSTRUCTION

Manoj Kumar

Proprietor

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part whereof the same is erected and built containing an area of 2 Cottahs more or less and being premises Nos. 92 and 92/1, Mashidbaree Street in the Northern Division of the town of Calcutta and butted and bounded in the manner following that is to say On the East by premises No. 91/1, Masjid Baree Street, on the South by Masjid Baree Street, on the west by premises No. 93 Masjid Baree Street and on the North by premises No. 90A Masjid Baree Street.

2. All that three storied brick built messuage, tenements lands and hereditaments and premises together with the piece and parcel of land whereon and on part whereof the same is erected and built containing an area of 4 Kottahs more or less and being premises No. 91 Masjid Baree Street in the northern division of the town of Calcutta and butted and bounded in the manner following that is to say On the North by premises No. 90A Masjid Baree Street on the East by Public Road Masjid Baree Street, on the South by Public Road Masjid Baree Street, on the West by common passage and premises Nos. 92 and 92/1, Masjid Baree Street.

3. All that two storied brick built two storied house at Banaree in Debuthpura Mahala No. 30/24 which is butted

TARAMA CONSTRUCTION

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and ~~located~~ bounded on the North by house of Madhusudan Chatterjee and Nrisunha Deb Chatterjee, on the East by house of Niroderanjan Chatterjee, on the South by Municipal Lane and on the West by Municipal Lane.

4. All that piece and parcel of rent paying land in Pergana Baliguri, Mouza Purba Ramnagore, P. S. Tarakeswar in the District of Hooghly recorded in the Record of Rights in the name of the Defendant No. 1 Radhacharan Ram as per particulars below :-

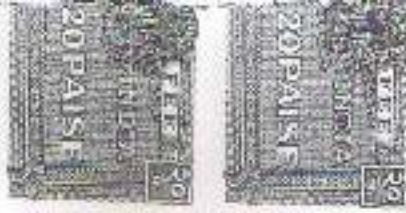
<u>Khatian No.</u>	<u>Dag No.</u>	<u>Nature of land</u>	<u>Area in acra.</u>
65	1928	Sali	.10
	2079		
	4367	"	.08
	5517	"	.06
	4368	Sund	.01
	4022	"	.02
	4212	"	.01
66	4216	Danga	.18
	4367	Sali	.60 Acres.
	4022	Sund	.03
	4023	Danga	.014
	4212	Sund	.05
	4216	"	.03
			<u>1.25 Acres</u>

TARAMA CONSTRUCTION

Proprietor

M. M. S. M.

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<u>Whation No.</u>	<u>— 13 — Dag No.</u>	<u>Nature of land</u>	<u>Area in Acre</u>
1671	4013	Suna	'10
	4022	Suna	'05
	4212	"	'07
	4216	Danga	'05
67	1807	Sali	<u>'27 Acres</u>
80	4005	Suna	'54
	4012	"	'27
	4014	Tani	1'02
	4015	Bastu	'41
	4016	Garden	'10
	4016	Garden	1'83
	4018	Suna	'82
166	4010	Suna	<u>4'45 Acres</u>
1237	nil		'10
153	4134	Danga	'20
	4135	Tank	'10
	4136	Doba	'20
	4155	Bastu	'57
	4157	Doba	'12
	4159	Suna	'39
			<u>1'82 Acres</u>

TARAMA CONSTRUCTION

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Proprietor



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<u>Khatiam No.</u>	<u>Doc No.</u>	<u>Nature of land.</u>	<u>Area in acre.</u>
190	4160	Bhita	117
735	4017	Suna	147
988	1459	Sali	120
	1583	"	109
			<u>129 Acre</u>
989	1484	Sali	128
	1738	"	155
			<u>183 Acre</u>
327	831	Sali	133
(Manza Tangra)	950	Sali	118
			<u>151 Acre</u>

(ii) The sum of Rs. 61503.26 is claimed by the defendant No. 1 (as Plaintiff) in the Hon'ble High Court Suit No. 1628 of 1959 pending before the said court.

Verification.

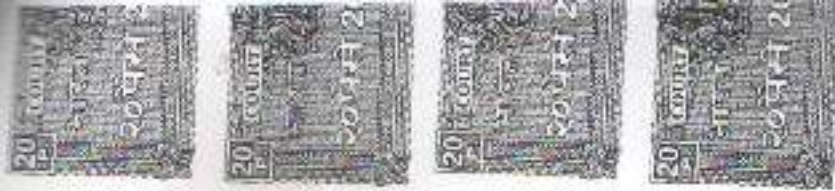
Statements contained in the foregoing plaint are

true to my knowledge and belief.

Typed by :

D. Das. 29/1/66

TARAPPA CONSTRUCTION
M. S. S. S.
 Proprietor



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FILED ON 18 MAR 1967

In the Court of the Sixth Subordinate Judge at Alipore.
District 24 Parganas.
Title Suit No.62 of 1958.

Sri Probhat Kumar Roy, son of late Ashutosh Roy, residing at 91, Masjidbaree Street, Calcutta-for self and as Trustee Plaintiff.

-Versus-

1. Sri Radha Charan Roy- Managing Trustee-Karta of the joint family and Shebait of the deities defendants 5,6,7 and 8, and in personal capacity.
 2. Sri Prafulla Kumar Roy, (3) Sri Probodh Kumar Roy,
 4. Sri Pronab Kumar Roy, all sons of late Ashutosh Roy, residing at 74, Masjidbaree Street, Calcutta, for self and Nos.2 and 3 as Trustees.
 5. Sree Sree Shiva Thakur,64, Masjidbaree Street.
 6. Sree Sree Krishna Radhika(also known as Sree Sree Radha Raman) 64, Masjidbaree Street, Calcutta.
 7. 3Image of Gurudev Dhruvananda Giri of 64, Masjidbaree Street, Calcutta.
 8. Sree Sree Chandimata, 64, Masjidbaree Street, Calcutta.
- Deities Nos.5 to 8 represented by their Shebait Sri Radha Charan Roy, Defendant No.1. Defendants.

*Form part of the final decree
Sd. A.K. Mukherjee
Sub. Judge
7-6-67*

*TARAMAAN INSTRUCTION
Mural Mohan
Proprietor*

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The humble petition of the parties hereto in the above suit.

Respectfully Sheweth :-

(a) It is hereby agreed and declared that Radha Charan Ray the Defendant No.1 is the sole and absolute owner of the premises No.91, Masjid Bari Street, Calcutta, being the item No.(2) of the Schedule D property of the plaintiff. The Plaintiff is in occupation of a portion of the said premises as a licensee. That the Plaintiff shall vacate the portion of the premises No.91 Masjid Bari Street in his occupation, on the expiry of one year from this date and in the meantime the Defendant No.1 shall allow the Plaintiff to live therein as a licensee as before.

(b) It is hereby agreed and declared that save and except the said premises No.91, Masjid Bari Street, all other immoveable properties specified in schedule 'D' of the plaint jointly belong to the Plaintiff and the Defendants Nos.1-4 in equal shares. And it is hereby further declared that in lieu of their respective undivided 1/5th share in the said properties, the Plaintiff and the Defendants Nos.1-4 are respectively allotted the properties set out below.

(c) That Premises No.92/1, Masjid Bari Street in the

TARAMA'S REPRODUCTION

Proprietor

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town of Calcutta is allotted to the plaintiff Provat Kumar Ray and is valued at Rs. 23,911/00 measuring 1 katha 0 chh. 43 Sq. ft. as per valuation report by L. K. Banerjee, Engineer and he shall henceforth hold the same absolutely and in severalty from the parties to this suit.

(d) That the premises No. 92, Masjid Bari Street in the town of Calcutta being item No. (1) of the Schedule D of the Plaintiff is allotted to the Defendants Nos. 2 and 3 Prafulla Kumar Ray and Probodh Kumar Ray jointly and is valued at Rs. 14,263/00 measuring 1 katha 0 ch. 36 Sq. ft. as per valuation report by L. K. Banerjee, the Engineer and the said Defendants Nos. 2 and 3 shall henceforth hold the same absolutely and in severalty from the other parties to the suit.

(e) That the property known as D/30/24, Debnathpura, Dengalitola, Varanasi in the State of Utter Pradesh described in Item No. (3) of Schedule D of the Plaintiff being the Benares property, is allotted absolutely to Defendant No. 1, Radha Charan Ray and is valued at Rs. 6,000/00, and henceforth he shall hold the same in severalty from the other parties to the suit.

(f) That the properties recorded in Dags Nos. 4014, 1015

TARAMA CONSTRUCTION
M. C. S. M.
Proprietor

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and 4016 under Khatian No.60 of Mouza Purba Ramnagar, P. S. Thak Tarakeswar, District Hooghly measuring 2.34 acres being a portion of Item No.(4) of Schedule D shall remain joint and is valued at Rs.2000/-.

(g) That the properties recorded in Dags Nos.4134, 4135, 4136, 4155, 4157, 4158 and 4159 under Khatian No.189 being a portion of item No.4 measuring 1.84 acres of Mouza Purba Ramnagar P. S. Tharakeswar, District Hooghly is allotted to Radha Charan Roy absolutely and in severalty from other parties to suit and the same is valued at Rs.1000/-.

(h) That the properties recorded in Dags Nos.1459, 1563 under Khatian No.988 and Dags Nos.1484 and 1688 under Khatian No.989 measuring 1.42 acres of Mouza Purba Ramnagar, P. S. Tarakeswar, District Hooghly and being a portion of Item No.4 of Schedule D allotted to Prafulla Kumar Roy absolutely and in severalty from the other parties in suit and is valued at Rs.1000/-.

(i) That the properties recorded in Dags Nos.4005, 4012 and Dag No.4013 under Khatian No.1671, 4012 under Khatian No.60 measuring 1.39 acres of Mouza Purba Ramnagar, P. S. Tarakeswar, District Hooghly and being a portion of Item

TARAMMA CONSTRUCTION
Proprietor
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No.(4) of Schedule D of the plaint are allotted to Pravat Kumar Roy absolutely and in severalty from the other parties to the suit and is valued at Rs.1000/-

(j) That the properties recorded in Dags Nos.4367/4417, 4367 and 4368 under Khatian No.65 Dags Nos.841 and 950 under Khatian No.327 and Dags Nos.1807 and Nos.1928/2079 under Khatian Nos.67 and 65 respectively measuring 1.47 acres of Mouza Ramnagar P.S. Terakeswar, district Hooghly and being a portion of Item No.(4) of Schedule D of the plaint are allotted to Prabodh Kumar Roy absolutely and in severalty from the other parties to the suit, and the same is valued at Rs.1000/-

(k) That the properties recorded in Dag No.4018 under Khatian No.190 and Dag No.4017 under Khatian No.735 measuring 1.46 acres of Mouza Ramnagar P.S. Terakeswar district Hooghly and being a portion of Item No.(4) of Schedule D are allotted to Prabodh Kumar Roy absolutely and in severalty from other parties to the suit and valued at Rs.1000/-

(l) It is hereby agreed and declared by and between the parties hereto that the premises No.12A Barrackpur Trunk Road, described as item no.(4) of the plaint as also in schedule "C" of the Trust Deed dated 18.2.1947 shall be

TARAMAA CONSTRUCTION
Mukul
Proprietor

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secular property absolutely freed from the Trust and also from the provisions therein made for the performance of Deva Seba and periodical festivals, etc, and that the Plaintiff and each of the Defendants Nos.1-4 shall have an undivided one fifth share in the same. It is hereby further declared that save and except the said premises No.12A, Barrackpur Trunk Road, all other properties described in Schedules "A" and "C" of the plaint shall be Dabutter property and shall form part of the Trust Estate, and the Trustees shall use and hold the premises No.64 Masjid Bari Street, for the location of the deities therein and for the residence of the Plaintiff and the defendants Nos.1-4 and their respective families as provided in the said deed of Trust.

(m) It is hereby declared that in lieu of payment and distribution of the entire surplus income of the Trust Estate to the plaintiff and defendants Nos.1 to 4 in equal shares for their absolute use and benefit as provided in the Deed of Trust dated 18.2.1947 the parties hereto have agreed to partition the premises NO.12A, Barrackpur Trunk Road in Dahi Panchanagram P.S. Chitpur, District 24-Paraganee being Item No.(4) of Schedule C of the plaint and bet

TARAMMA CONSTRUCTION
Murali
 Proprietor

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being Item No.(3) of Part II of the Deed of Family Settlement dated 18.2.1947 and the parties hereto declare the said 12A, Barrackpur Trunk Road property as a secular property free from all trust and charges and obligation for Deb Sheba and Puja and periodical festivals and other allowances as appearing in the said Deed of Trust and accordingly the Plaintiff and the Defendants Nos.1,2,3 and 4 having agreed to make an amicable partition of the said property & have a plan prepared in respect thereof by Sri L.K.Banerjee the Engineer and Valuer showing the passages and paths therein for user by the parties and the allotments shown as Lots A to E and the tank in the said Plan and the Report of the said Engineer annexed hereto are accepted by the Plaintiff and defendants Nos.1 to 4 in the following manner:-

TARAMIA CONSTRUCTION
Amal Banerjee
 Proprietor

- 1) Lot A measuring 4 Kathas 12 ch.0 Sq. ft. is allotted to the Plaintiff Provat Kumar Roy and valued at Rs.38,000/-, and he shall henceforth hold the same absolutely and in severalty from the other parties to the suit.
- ii) Lot B measuring 5 Kathas 12 ch.0 Sq. ft. is allotted to the Defendant No.4 Pronab Kumar Roy and valued at Rs.38,062/-, and he shall henceforth hold the same absolute-

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ly and in severalty from the other parties to the suit.

(iii) Lot C measuring 5 kathas 12 Ch. 0 Sq. ft. and the half portion of the Tank measuring 6 Kathas 12 Ch. 26½ Sq. ft. are allotted to the Defendant No.3 Probodh Kumar Ray and valued at Rs.37,881/- (Rs.34,500/- for lot C and Rs.3,381/- for the said half portion of the tank), and he shall henceforth hold the same absolutely and in severalty from the other parties to the suit.

iv) Lot D measuring 5 kathas 12 ch. 0 Sq. ft. and the other half portion of the Tank measuring 6K-12 Ch-26½ Sq. ft. are allotted to the defendant No.2 Prafulla Kumar Ray and valued at Rs.37,881/- (Rs.34,500/- for lot D and Rs.3,381/- for the other half portion of the tank) and he shall henceforth hold the same absolutely and in severalty from the other parties to the suit.

v) Lot E is allotted to the defendant No.1 Radha Charan and valued at Rs.42,068/- comprising land (1) North West portion 7 kathas, 6 ch, 43 Sq. ft. (ii) Central portion 6 kathas 11 Ch. (iii) South West portion 7 kathas 11 Ch. 11 Sq. ft. and he shall henceforth hold these same absolutely and in severalty from the other parties to the suit.

TARAMAA CONSTRUCTION

Manal S.M.

Proprietor



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(iv) It is hereby agreed and declared that the remaining Trust Estate ~~xxxx~~ of schedule A and C of the plaint consisting of -

- a) 92, Cornwallis Street, Calcutta.
- b) 93, Cornwallis Street, Calcutta.
- c) 64, Masjid Bari Street, Calcutta.
- d) 83A, B and C, Durga Charan Mitter Street, Calcutta.

TARAMA CONSTRUCTION
Murali Srinivasan
Proprietor

shall be treated as absolute Debutter properties to be used for the purpose of the Trust as laid down in the said Deed of Settlement viz., for the worship of the deities and the image of Swami Dhruvananda Giri and performance and observance of the periodical festivals and annuities and allowances mentioned in the said Deed of Settlement and other directions therein, and the parties hereto agree and declare that the Trustees shall keep the Trust Estate in tact and waive for ever all claims and surplus profits and partitions and shall abide by the terms and conditions therein. It is hereby declared that for the benefit of the Deities, Defendant Nos. 5/6, the profits and income of the said properties shall be spent for the better performance of Deb Seva and periodic festivals, as specified in the said Deed of Trust

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TARAMAA CONSTRUCTION

M. M. S. M.

Proprietor

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and the Trustees shall manage the same, and they shall form part of the Trust property.

o) It is hereby agreed and declared that the Trustees for the time being shall convey by proper documents their respective properties described in Sch. 'B' of the said Deed of Trust specifically given to the respective parties to this suit by and under the said Deed of Trust within two months from the date of this petition of compromise, failing which any of the parties hereto shall be at liberty to have the conveyance executed through this Court, and the party failing or refusing to execute the same, shall be liable for all costs attendant thereto.

p) It is hereby declared that in terms of the said Deed of Trust dated 18.2.1947 the Trust Premises described in Schedule B of the said Deed of Trust as also in the Schedule B of the plaint are already freed from the Trust and at the properties comprised therein have already vested absolutely in the respective parties as follows :-

1) Premises No.21C, Mohanlal Street, Calcutta to Provat Kumar Ray Plaintiff,

2) Southern separated portion of Premises No. 178A,



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Raja Dinendra Street, Calcutta (Old No. 21A Mohanlal Street and portion of 178A Raja Dinendra Street, Calcutta) as shown in Plan prepared by Shri L.K. Banerjee, Engineer & Valuer, to Radha Charan Ray, defendant No. 1 and annexed hereto.

3) Northern portion of premises No. 178A Raja Dinendra Street, Calcutta (Old Nos. 178B Raja Dinendra Street & portion of 178A Raja Dinendra Street, Calcutta) as shown in the Plan prepared by Shri L.K. Banerjee, Engineer & Valuer, to Prafulla Kumar Ray Defendant No. 2 and annexed hereto.

4) Premises No. 21B, Mohanlal Street, Calcutta (Old Nos. 21B & D, Mohanlal Street, Calcutta) to Probodh Kumar Roy, defendant No. 3.

5) Premises No. 11/1, Gulu Detagar Lane, Calcutta, to Pronab Kumar Ray, defendant No. 4.

Q) It is further declared that after the demise of the Defendant No. 1 Radha Charan Roy, the opinion of the majority of the Trustees for the time being shall prevail in all matters concerning the Trust properties in suit.

R) The Plaintiff and the defendants Nos. 1 to 4 shall be deemed to mean their heirs executors administrators representatives and assigns and they shall be bound by the

TARAMAA CONSTRUCTION

M. D. S. M.

Proprietor

a



Terms and Conditions of this petition of compromise and the Deed of Trust as modified hereby and the Plaintiff withdraws all allegations and all charges of default, Devastation, waste and misappropriation by the Defendant No.1 made in the plaint.

S) The Defendant No.1 withdraws all allegations made by him in his Written Statements against the Plaintiff and Defendants 2,3 and 4.

T) Each party gives up all his claims for accounts against each other and one another.

U) It is hereby agreed and declared that the parties hereto shall have no further claims and demand whatsoever against each other and one another in respect of the matters questions and issues raised in the instant suit and the parties waive all other claims and demands whatsoever, each party waiving all claims of owelty money which has been settled and adjusted out of Court.

V) It is hereby admitted and declared that the Defendant No.1 has no right, title or interest in the premises No.170 Harrison Road and in the Good will and assets of the partnership firm of "Asutbah Roy Profulla Kumar Roy" and

TAPAMAA CONSTRUCTION
Manoj Kumar
Proprietor

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that the said premises No.170, Harrison Road and the said Good Will and assets belong to the said firm absolutely and with which the defendant No.1 has no concern. The Defendant No.1 shall at the costs of the Plaintiff and the defendants Nos. 2 to 4 execute such documents as may be required by them, disclaiming all his right title and/or interest in the said premises No.170 Harrison Road and in the Good will and assets of the said firm, and recording full satisfaction of all his claims and demands against the said partnership firm.

TARAMA CONSTRUCTION

M. M. M. S. M.

Proprietor.

W) The value of the property hereby partitioned between the Plaintiff and the Defendants Nos.1-4 in 5 equal shares, is Rs.2,47,066/- and the stamp duty shall be paid by the Plaintiff, Defendants Nos.1, 2, 3&4 in equal shares.

X) Plans and reports of the Engineer and Valuer Sri L. K. Banerjee are made parts of the petition of Compromise.

Y) Each party shall bear his own costs of the suit.

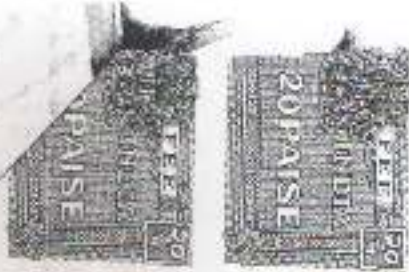
Your petitioners therefore pray that the suit be decreed finally on in terms of this petition of compromise and this petition do form part of the Decree.

And your petitioners as in duty bound shall ever pray.

Verification

We, the Plaintiff and the Defendants do hereby

g.



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declare that the statements herein are true to our knowledge.
We sign this Verification today the 16th day of March, 1967
at the Alipur Judge's Court Bar Library.

Sd/- Provat Kumar Roy.


Sd/- Radha Charan Roy.

Sd/- Prefulla Kumar Roy.

Sd/- Prabodh Kumar Roy.

Sd/- Pranab Kumar Roy.

Typed by :


D. Das. 3.8.96.

TARAMAA CONSTRUCTION

Pranab Kumar Roy

Proprietor

Copy to be made

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TARAMAA CONSTRUCTION
Mural
Proprietor



Examined and found to be a true copy and correctly stamped.
Name: Chandra Mondal
Alipore
Date: 3/9