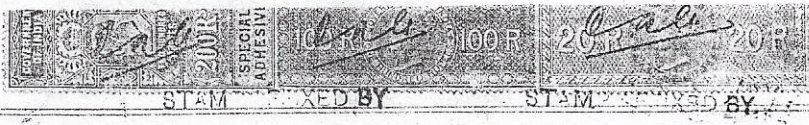


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Calcutta

STAMP SUPPLIANT
CALCUTTA COLLECTORATE

Author's under Rule 41 Correctly stamped or Exempt from stamp duty India.
Stamp Act Sections 7 No. 2/3 Fee paid

This indenture made this eighteenth day of September in the year of

Christ one thousand nine hundred and five Between
Hira Lal Kundu, Moti Lal Kundu, Panna Lal Kundu and Gosi Lal Kundu (sons of Gosai Das Kundu deceased) all of No. 14 Norton Lincars Garden Street in forsook, in the Town of Calcutta by caste Jatbanshi - land holders and Traders (hereinafter together referred to as the said vendors) of the first part. Kaminimoni Dasi widow of the said Gosai Das Kundu deceased of the same place widow of the second part and Buldeo ram Mohata son of Maghi ram Mohata deceased and Behari Lal Mohata son of Mohun ram Mohata deceased both of No. 28 Puloo Thakur Lane in Calcutta aforesaid Nagar Brahmins Traders (hereinafter together referred to as the said purchasers) of the third part. Whereas one Goluck Chunder Kundu who was a Hindu Trader of Calcutta governed by the Bengal School of Hindu Law died intestate about thirty years ago leaving four sons namely Gopi mohun Kundu, Tara Chand Kundu, Pran Kusto Kundu, and Beer Chand Kundu his heir's heir surviving and leaving considerable property both moveable and immovable. And whereas after his death his said four sons took possession of the Estate left by him and continued to live together as members of a Hindu family joint in food worship and Estate. And whereas the said Gopi mohun Kundu and Tara Chand Kundu on behalf of the said joint family carried on from the Twelfth day of April one thousand eight hundred and twenty four on extensive business in Glass ware in partnership with one Ram Kusto Dutt at No. 60 Old China Bazaar Street in Calcutta under the name style and firm of Gopi mohun Kundu and Company in which the said joint family on the names of the said Gopi mohun Kundu and Tara Chand Kundu had a two third share and the said Ram Kusto Dutt the remaining one third. And whereas the said Gopi mohun Kundu died intestate on or about the twenty first day of September one thousand eight hundred and thirty two leaving an only son Madhusudan Kundu his heir surviving and thereupon the said Madhusudan Kundu succeeded his father in the said Glass ware business. And whereas the surviving three sons of the said Goluck Chunder Kundu and the said Madhusudan Kundu some time in or about the year one thousand eight hundred and thirty three out of their share of the income of the said Glass ware business purchased a parcel of land measuring about six kottahs in Norton Lincars Garden Street in Calcutta and erected a messuage or dwelling house thereupon being the premises No. 14 Norton Lincars Garden Street which are hereinafter particularly described and intended to be hereby granted and conveyed. And whereas on or about the twenty eight day of August one thousand eight hundred and thirty nine the said Madhusudan Kundu died without leaving any issue or widow surviving him. And whereas the said Pran Kusto Kundu subsequently died without issue but leaving a widow, Kura maini Dasi. And whereas after the death of the said Madhusudan Kundu the name of the said Beer Chand Kundu was introduced in the said partnership along with that of the said Tara Chand Kundu on behalf of the said joint family. And whereas the said Ram Kusto Dutt died in the month of December one thousand eight hundred and forty seven and thereupon his only son Goro Charan Dutt succeeded to his share and interest in the said partnership business. And whereas disputes and differences having thereafter arisen between the partners the accounts of the said partnership were made up and adjusted and the said Goro Charan Dutt retired from the said partnership business on payment to him of the sum of Rupees Four thousand for his share therein. And the said business was thenceforth carried on by the said Tara Chand Kundu and Beer Chand Kundu on their own account. And whereas the said Tara Chand Kundu died intestate in the year one thousand eight hundred and seventy one leaving an only son the said Gosai Das Kundu his heir surviving. And whereas the said Beer Chand Kundu died intestate in the year one thousand eight hundred and eighty seven leaving neither widow nor issue him surviving but leaving the said Gosai Das Kundu his nephew and sole heir. And whereas the said Kaminimoni Dasi died in the year one thousand eight hundred and eighty eight leaving the said Kaminimoni Dasi his sole widow and the said vendors her

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and heirs him surviving **AND WHEREAS** dissensions having arisen between the said widow and sons of the said Gopain Das Kundu the said Hira Lal Kundu and Moti Lal Kundu separated in and from the said Kama Lal Kundu and Chooney Lal Kundu and Kamini moni Dasi since about the month of May one thousand three hundred and Three, and on the Fourteenth day of March one thousand three hundred and four instituted a suit being suit No. 27 of one thousand three hundred and four in the High Court of Judicature at Fort William in Bengal in its Ordinary Original Civil Jurisdiction against the said Kamini moni Dasi Kama Lal Kundu and Chooney Lal Kundu for inter alia ascertainment and declaration of the shares of the said plaintiffs in the said premises No. 44, Rutton Sircar's Garden Street, and for partition thereof **AND WHEREAS** by the decree of the said High Court in the said suit bearing date the Twenty eighth day of June one thousand nine hundred and five it was declared that subject to the right of maintenance of the said Srimati Kamini moni Dasi the said Hira Lal Kundu and Moti Lal Kundu the plaintiffs in the said suit were jointly entitled to one equal half part share of inter alia the said premises No. 44, Rutton Sircar's Garden Street and that the said Hira Lal Kundu and Kamini Lal Kundu were jointly entitled to the other equal half part or share thereof and that a partition of the said premises between the said parties was directed **AND WHEREAS** the said partition of the said premises has not been made, and in consequence of the said contract for sale of the said premises hereinafter mentioned, is intended to be abandoned **AND WHEREAS** the said vendors have agreed with the said purchasers for the absolute sale to them of the said premises No. 44, Rutton Sircar's Garden Street free from encumbrances at or for the price or sum of Rupees Thirty two thousand **AND WHEREAS** the said Srimati Kamini moni Dasi has agreed to join in these presents for the purpose of releasing the said premises from her right of maintenance **Now this Indenture Witnesseth** that in pursuance of the said agreement, and in consideration of the sum of Rupees Thirty two thousand of the lawful money of British India in hand well and truly paid by the said purchasers to the said vendors with the knowledge and consent and privity of the said Srimati Kamini moni Dasi, at or immediately before the execution of these presents the receipt whereof they the said vendors and the said Srimati Kamini moni Dasi do and each well as the said premises, and every part thereof they the said vendors do and each of them do hereby according to their respective shares right title and interest grant transfer convey release and assure **And the said Srimati Kamini moni Dasi with intent to release and discharge the premises from her right of maintenance doth hereby release, and conform unto the said purchasers their heirs, representatives, and assigns All that partly three stories and parity two stories brick built and message, tenement, or dwelling house together with its piece or parcel of rent free land thereunto belonging, and whereon or on part whereof the same is erected and built containing by estimate Five Cottaks and eight Chittacks be the same a little more or less situate lying at and being No. 44, Rutton Sircar's Garden Street in situ in the North Division of the Town of Calcutta, and bounded in manner following (that is to say) On the North by Rutton Sircar's Garden Street, On the East by Rai Dinendra Narain's Partuland On the South by Roy's Lane, and On the West by the house of Gopendra Chandra Mullick **Or howsoever** otherwise the said message, land hereditaments and premises now are or is or heretofore were or was situate, built, bounded, called known, numbered, described or distinguished Together with all buildings yards Courts yards areas drains water courses lights liberties easements privileges Appendages and appurtenances whatsoever to the said message land hereditaments and premises belonging or in any wise appertaining to or with the same, or any part thereof now or here used occupied or enjoyed or reputed to belong or be appurtenant thereto **And all the estate right title interest claim, and demand whatsoever of the said vendors and the said Srimati Kamini moni Dasi respectively into and upon the said message land hereditaments, and premises or any land every part or thereof and all deeds pattas muniments writings, and evidences of title which in any wise relate to the said premises or any part or parcel thereof in the custody possession, or power of the said vendors or any person or persons from whom they or any of them can or may procure the same without any suit at law, or in equity To have, and to hold the said message land hereditaments, and premises hereby granted transferred and conveyed or expressed and intended to be with the appurtenances thereto to the use of the said purchasers their heirs representatives and assigns forever **And the said vendors do and each of them doth hereby for themselves and their and his heirs representatives and assigns******

grant transfer, and convey the said mesuage land hereditaments and premises hereby granted transferred and conveyed or expressed, and intended so to be unto and to the use of the said Purchasers their heirs representatives and assigns in manner aforesaid And that the said Purchasers their heirs representatives and assigns shall and may at all times hereafter peacefully and quietly possess and enjoy the said mesuage land hereditaments and premises and receive the rents issues and profits thereof without any lawful obstruction interruption claim or demand whatsoever from or by the said Vendors or the said Bromati or Kaminimoni Dasi or any person or persons lawfully or equitably claiming from under or in trust for them or from or under any of their ancestors or any person or persons lawfully or equitably claiming as aforesaid And further that they the said Vendors and all persons having or lawfully or equitably claim any estate or interest whatsoever in the said mesuage land hereditaments and premises or any part thereof from under or in trust for them the said Vendors or any of them or from or under any of their or ancestors shall and will from time to time and at all times hereafter at the request and costs of the said Purchasers their heirs representatives and assigns do and execute or cause to be done and executed at such acts deeds and things whatsoever for further better and more perfectly assuring the said mesuage land hereditaments and premises and every part thereof unto and to the use of the said Purchasers their heirs representatives and assigns in manner aforesaid as shall or may be reasonably required In Witness whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written

Hera Kall Sondar

Mahall Kunt

Punnabala Chondro

Chooney Lall Chondro

Signed Sealed and Delivered

at house Kattin Sircari Garden Street

located in the presence of

Pranathu Sircari apotant
to Muzi Mammul Rajawalla

Explained by the
Pranathu Sircari

Identified by ^{kan} Kaminimoni Dasi
by the mark of Pranathu Sircari
Muzi Mammul Rajawalla

Received the day and year first above written of and from the abovesaid Pulleo nam Mohata and Behari Lal Mohata the sum of Rupees Thirty two thousand being the full consideration of Rs 32000 above money above expressed to be paid by them to us by G. C. Sircari No. 17132, 17133, 16474

three pieces at Rs 10,000 each	Rs 30,000
PA 63109 one piece for Rs 1000	Rs 1,000
31 CA 08942 one piece for Rs 500	Rs 500
99 Small notes and silver	Rs 399
Paid as earnest money	Rs 101
<i>with</i>	Rs 32,000

Hera Kall Sondar
Pranathu Sircari

Hera Kall Sondar
Mahall Kunt
Punnabala Chondro
Chooney Lall Chondro



Signature

Presented for registration between the hours of 12 and 10 m.
on Tuesday, the 19th day of Sept 1903 at the Joint Sub-Registry
Office of Calcutta at Barabazar, Calcutta.

General Govind Chandra
Gosain & Co. Chartered Accountants
Occupation: Chartered Accountants, residence: 41 Ratan Sarker's Serdara
Name: Govind Chandra, District: Calcutta.

One of the Guarantors
Govind Chandra

Kalichandra Chatterjee
Buckley
19. 9. 1903

Every one is admitted by the
authorities to the extent of the law and for
the purpose of the law, Govind Chandra
Govind Chandra all of the same place of birth
& occupation. who are identified by the
Gen. of no. 3, Ratan Sarker, Calcutta
Govind Chandra a few other names
Calcutta.

Govind Chandra
1921

Kalichandra
1922

Govind Chandra
1923

Provisional Fee

Govind Chandra
1924

Kalichandra Chatterjee
Buckley
19. 9. 1903

San widow of Gossain Das Kundra at 104/1 North
Sarcars Garden Street, Calcutta Municipal
Landholder. I have this day examined her, who
has been identified by satisfaction by Shyamal
Krishna Bysack son of - Brajanatha Bysack of
Boys Lane, Calcutta Town Medical Practitioner
and the said Kundra money has admitted
the execution of this document.

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Kamini Kauri Das
by the hand of
Shyamal Krishna Bysack

Shyamal Krishna Bysack

Vali Chandrasekhar
H. W. Kes
19. 9. 1893