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STAMP SUPPLEMENT  
Calcutta District

Articles under Rule 41  
Stamp Act Schedule 7  
Correctly stamped on Exempt from stamp duty  
No. 23 Fee paid

This Indenture made this Eighteenth day of September in the year of Christ one thousand nine hundred and five Between Hara Lal Kundu, Moti Lal Kundu, Panna Lal Kundu and Chami Lal Kundu (sons of Gosain Das Kundu deceased) all of M. H. Nutton Lancers Garden Street in forasant in the Town of Calcutta by caste Indians - land holders and Traders (hereinafter together referred to as the said vendors) of the First part Haramoni Dasi widow of the said Gosain Das Kundu deceased of the same place Hindu widow of the second part and Buldeo ram Mohata son of Mughiram Mohata deceased and Behari Lal Mohata son of Mohundram Mohata deceased both of No. 28 Shuboo Thakur's Lane in Calcutta of said Hagar 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, Ram Kusto Kundu and Beer Chand Kundu his heirs being surviving and leaving considerable property both moveable and immoveable 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 entered on from the Twenty eighth day of April one thousand eight hundred and twenty four an 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 being 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 success of the said Glass ware business purchased a parcel of land measuring about Six Centilles in Nutton Lancers Garden Street in Calcutta and erected a messuage or dwelling house thereupon being the premises No. 44 Nutton Lancers Garden Street which are hereinafter particularly described and intended to be hereby granted and conveyed AND WHEREAS on or about the Twenty eighth day of August one thousand eight hundred and twenty nine the said Madhusudan Kundu died without leaving any issue or widow surviving him AND WHEREAS the said Ram Kusto Kundu subsequently died without issue but leaving a widow Hara 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 Gooroo 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 Gooroo Charan Dutt retired from the said partnership business on payment to him of the sum of Rs 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 twenty one leaving an only son the said Gosain Das Kundu being 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 Gosain Das Kundu his nephew and sole heir AND WHEREAS the said Haramoni Dasi died in the year one thousand eight hundred and thirty eight leaving the said Haramoni Dasi his sole widow and the said vendors her

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and heirs him surviving **AND WHEREAS** discussions having arisen between the said widow, and sons  
of the said Gosain Das Kundu the said Hira Lal Kundu and Noto Lal Kundu separated in 1878 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. 227 of one thousand nine 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. 111 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 receipt of maintenance of the said Primate Kamini moni Dasi the said Hira Lal Kundu  
and Noto Lal Kundu the plaintiffs in the said suit were jointly entitled to one equal half part share  
of inter alia the said premises No. 111 Rutton Sircar's Garden Street and that the said Kama Lal  
Kundu and Chooney 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 effected **AND WHEREAS** the said partition of  
the said premises had not been made, and in consequence of the contract for sale of the said premises here  
after 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. 111 Rutton Sircar's Garden Street free  
from incumbrances at or for the price or sum of Rupees Thirty two thousand **AND WHEREAS** the said  
Primate 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 Primate Kamini moni Dasi at or immediately before the execution of these  
presents (the receipt whereof they the said vendors and the said Primate Kamini moni Dasi do and each  
of them doth hereby admit and acknowledge and from the payment of the same and of any part  
thereof hereby release us for ever discharge the said purchasers their heirs representatives and assigns as  
well as the said premises and every part thereof) they the said vendors do and each of them doth hereby  
according to their respective shares right title and interest grant transfer convey release and assure  
**And** the said Primate Kamini moni Dasi with intent to release and discharge the premises from  
her right of maintenance doth hereby release and confirm unto the said purchasers their heirs  
representatives and assigns **All** that partly three stories and partly two stories brick and  
messuage tenement or dwelling house together with the 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  
Cantals and eight Chittacks be the same a little more or less situate lying at and being No. 111 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 Basti land On the South by Roy's Lane and On the West by the house of Epebra  
Khandar Mullick **Or howsoever** otherwise the said messuage land hereditaments and premises now and  
or is or heretofore were or was situate built bounded called known numbered described or designated  
Togetther with all buildings yards Court yards areas sewers drains water courses rights liberties or easements  
privileges Appurtenances and Appurtenances whatsoever to the said messuage land hereditaments  
and premises belonging or in any wise Appertaining to or with the same or any part thereof now held  
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 Primate Kamini moni Dasi  
respectively into and upon the said messuage land hereditaments and premises or any land every part or  
thereof **And** all deeds patta 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 the aid of  
suit at law or in equity **To have** **All** to hold the said messuage land hereditaments and premises  
hereby granted transferred and conveyed or expressed and intended so to be with the Appurtenances  
unto 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 their heirs representatives



grant transfer and convey the said message 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 peaceably and quietly possess and enjoy the said message 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 Srimati or Khumini moni 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 And that free from all incumbrances whatsoever made or suffered by the said vendors or 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 message 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 all such acts deeds and things whatsoever for further better and more perfectly assuring the said message 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

Signed Sealed and Delivered  
at now Kuttan Sircar's Garden Street  
Calcutta in the presence of

*Pranata Lila* aforesaid  
to *Nrupi Maccul* *Aparajita*  
*Saha*

*Hera Lal* Vendor

*Mati Lal* Kumbhar

*Purna Lal* Cooroo

*Chooney Lal* Cooroo

Explained by me  
*Pranata Lila*

Identified by *Pranata Lila*  
by the age of *Pranata Lila*  
*Pranata Lila*

Received the day and year first above written of and from the abovenamed *Pulver* sum of  
*Mohata* and *Behari Lal Mohata* the sum of Rupees Thirty two thousand being the full conector of Rs 2000  
above money above expressed to be paid by them to us by G. C. in the nos 17132, 17133, 16474

Three pieces at Rs 10,000/- each	Rs 30,000/-
PA 63109 one piece for Rs 1000/-	Rs 1,000/-
SA 08942 one piece for Rs 500/-	Rs 500/-
99 Small articles and Belves	Rs 399/-
Paid to earnest money	Rs 101/-
<b>Total</b>	<b>Rs 32,000/-</b>

*Pranata Lila*

*Hera Lal* Vendor  
*Mati Lal* Kumbhar  
*Purna Lal* Cooroo  
*Chooney Lal* Cooroo



*Secretary*







