Jugsalai, Town Jamshedpur, District Singhbhum East, hereinafter called the FIRST PARTY (which expression unless repugnant the context shall mean and include his heirs, legal representatives and assigns) of ONE PART.

AND

- 1. Smt. Lalita Devi Khirwal, wife of Late Kashinath Khirwal,
- 2. Sri Sanjay Khirwal, son of Late Kashinath Khirwal,
- 3. Sudhir Khirwal, son of Late Kashinath Khirwal,
- 4. Smt. Seema Bharuka, wife of Ashok Bharuka and daughter of Late Kashinath Khirwal, nos. 1, 2 and 3 are residents of Chowk Bazaar, (near Satya Narayan Mandir), Jugsalai, P.O. & P.S. Jugsalai, Town Jamshedpur, District Singbhum East, and No. 4 is the resident of 637, Dakkhin Bari Road, Sri Bhumi Brijdham Housing Complex, Building No. 16 C, Floor, Flat No. 5E, Kolkata, West Bengal, hereinafter collectively called the SECOND PARTY (which expression unless repugnant the context shall mean and include

ATTESTE Their heirs, legal representatives and assigns) of OTHER PART.

COURT Jam WHEREAS the First Party Arun Khirwal and Kashinath Khirwal, E. Singhonum, Jharkha since deceased, the husband of Second Party No. 1 and father of

Second Party No. 2, 3 and 4 are own brothers being sons of Late

Balkishan Khirwal and Mrs. Ratni Devi Khirwal.

WHEREAS the said Bal Kishan Khirwal acquired extensive properties, both ancestral and self acquired in Mauza Jugsalai,

Amething 1 1. Sanjay Khirway. 3. Sudun Khirway.

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Jamshedpur and he was enjoying the aforesaid properties without any interference or hindrance from any quarter.

AND WHEREAS the residential house appertaining to Khata No. 39, Plot No. 962 (a) to (k), total measuring 0.09.46 Hectare stands recorded in the name of Ratni Devi, wife Of Bal Kishan Khirwal in the recent Survey Settlement operation, Record of Right of which was finally published on 10.01.1973.

Similarly residential house appertaining to Khata No. 248, Plot No. 963 (a) to 963 (e) total measuring 0.07.71 Hectare stands erroneously recorded in the name of Biseshwar Agarwal, the uncle of the First Party although the aforesaid property has been in possession of Bal Kishan Khirwal till his life time and after his death, the aforesaid property has been in peaceful possession of the First Party without any interference from any quarter.

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The residential house recorded under Khata No. 29 and the residential house recorded under Khata No. 248 as stated above have been morefully described in Schedule A of this

D WHEREAS the residential house appertaining to Plot No. 175

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of Arun Kumar Khirwal (First Party) and rent in respect of the Aforesaid property is also being paid to the superior landlord, State Uharkhand and the aforesaid property has been in peaceful possession of the Second Party members without any interference from any corner.

AND WHEREAS similarly pucca residential house appertaining to Khata No. 222, Plot No. 174 a, b and c stands erroneously recorded in the name of Anabad Bihar Sarkar and illegal possession of Kashinath Khirwal since 1970 has been mentioned in the recent Survey Settlement operation, Record of Right of which was published on 10.01.1973.

The residential house appertaining to Khata No. 222, Plot No. 174 A, B and C and residential house appertaining to Plot No. 175 A, B and C are morefully described in Schedule B of this Deed.

AND WHEREAS in or about the year 1996 there was an oral partition between the First Party and his brother Kashinath Khirwal, since deceased, pursuant to which the residential house, morefully described in Schedule A of this Deed was allotted in favour of the First Party while the residential house morefully described in Schedule B of this Deed was allotted in favour of the said Kashinath Khirwal and since the aforesaid oral partition, both parties have been in exclusive enjoyment of the respective

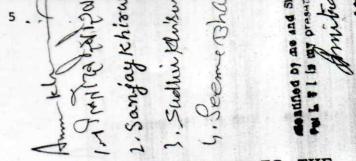
ATTESTE properties so allotted to them since 1996 without any interference

or hindrance from any corner.

t. of iand whereas both parties have thought it expedient to reduce marking writing the terms and conditions which they mutually arrived

> the aforesaid oral partition in order to avoid Litigation and simderstanding between their legal heirs in future and hence this Memorandum of Family Arrangement.





NOW BOTH PARTIES HAVE MUTUALLY AGREED TO THE FOLLOWING TERMS AND CONDITIONS: -

- 1. That the First Party shall continue to hold and enjoy the properties morefully described in Schedule A below as per his own choice and the Second Party shall not cause any hindrance or obstruction to such enjoyment of the property by the First Party.
- 2. That similarly the Second Party members shall continue to hold and enjoy the properties morefully described in Schedule B of this Deed and the First Party and/or his legal heirs shall not cause any obstruction or hindrance to such peaceful enjoyment by the Second Party.



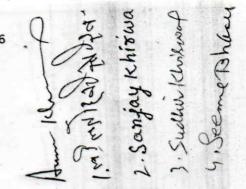
3. That both parties do hereby admit that both the parties have been in separate possession and enjoyment of the properties which have fallen in their respective shares in the oral partition since 1996 and both parties have acted upon the aforesaid oral partition with utmost cordiality and sincerity.

4. That both parties shall be entitled to carry out necessary repair/renovation/construction of a new building in their espective properties and both parties undertake to extend cotion to the other party in all matters including putting their

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the parties will pay the rent and other charges in respect of the properties held by each of them and each party shall be entitled to deal with their share of the property independently as

r has/their own choice.



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6. That both parties mutually have agreed to abide by the terms and conditions set forth hereinabove with utmost cordiality and sincerity.

SCHEDULE A

1. All that piece of homestead land appertaining to Khata No. 39, Plot No. 962 (a) to (k), total measuring 0.09.46 Hectare together with the residential house standing thereon situated within Ward No. 4, Mauza Jugsalai, Town Jamshedpur, District Singbhum East and bounded as follows: -

NORTH Station Road

SOUTH Tapariya Complex

EAST Remaining portion of the house (nij)

WEST House of Kailash Singh

2. All that piece of homestead land appertaining to Khata No. 248,

Plot No. 963 (a) to (e), total measuring 0.07.71 Hectare together with the residential house standing thereon situated within Ward No. 4, Mauza Jugsalai, Town Jamshedpur, District Singbhum East and bounded as follows: -

NORTH Station Road

HEMANT KUMAR

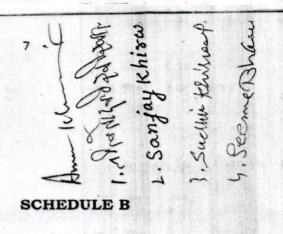
HOTARY Gout, of India

SOUTH Tapariya Complex Court, Jamshedo

EAST Tapariya Complex

WEST Remaining portion of the house (h)





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1. All that piece of homestead land appertaining to Khata No. 212, Plot No. 175 a, b and c, total measuring 0.03.40 Hectare together with the residential house standing thereon situated within Ward No. 8, Mauza Jugsalai, Town Jamshedpur, District Singbhum East and bounded as follows: -

NORTH Railway Line

SOUTH Road

EAST Railway Land

WEST Remaining part of the House in Plot No. 174 a, b, c

2. All that piece of homestead land appertaining to Khata No. 222, Plot No. 174 a, b and c, total measuring 0.02.77 Hectare together with the residential house standing thereon situated within Ward No. 3, Bazaar Moholla, Mauza Jugsalai, Town Jamshedpur, District Singbhum East and bounded as follows: -

NORTH Railway Line ATTESTED

SOUTH Road

EAST

Remaining par Couthe House in Plot No. 175

Land of Kanhaiya Lal Khirwal

IN WITHNESS WHEREOF BOTH

ARTIES HAVE SET THEIR RESPECTIVE HANDS ON THIS THE



28/5/13

DAY, MONTH, PLACE AND YEAR AFOREMENTIONED IN PRESENCE OF WITNESSES.

Witnesses: -

Signature of First Party

1.

2.

Signature of Second Party

ग्रिम्हिक्शियाता.

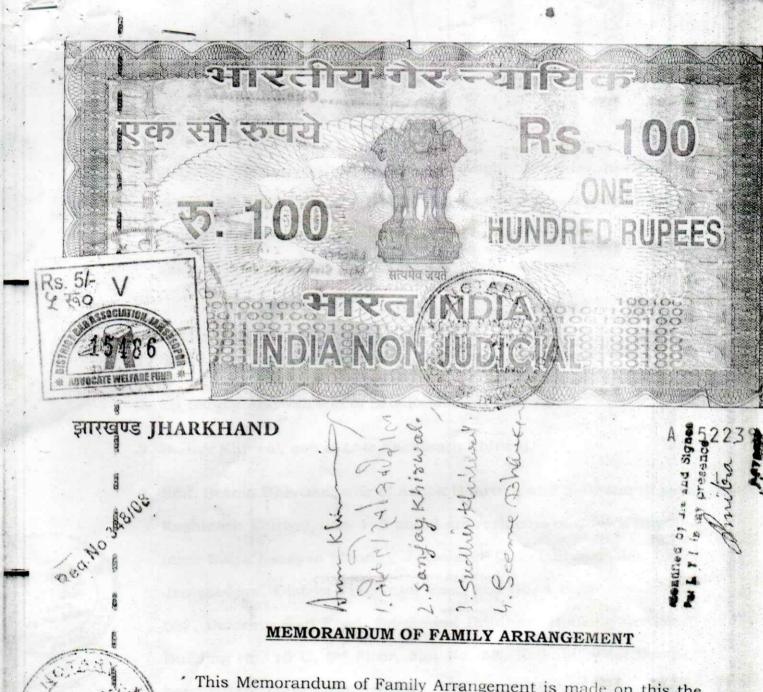
2. Sanjay Khirwal.

3. Sudhin Kliswof.

4. Seemy Bhares







This Memorandum of Family Arrangement is made on this the day of March 2013 at Jamshedpur evidencing the terms and conditions of an earlier Oral Partition entered into by and

ATTESTED the parties in the year 1996.



BETWEEN

MOTARY Govt. of India

VIRENDRA NATHAP ANDRINCOURT mar Khirwal, son of Late Bal Krishan Khirwal, by ESINGHBHIM, JSR

contation business, resident of "Ratan Bagh",

ugsa Inear Tapadia Complex), P.O. & P.S.