

by faith Hindu, by Caste Suri, by occupation Cultivation, resident of Old Sonari, P.O. & P.S. Sonari, town Jamshedpury

District Singhbhum(East), hereinafter called the SECOND PARTY of the second part ;

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1) SMT. MALLIKA MANDAL W/o.Late Narahari Mandal.(2) CHITTA PRASAD MANDAL, (3) NITYA PRASAD MANDAL (4) DHIREN PRASAD MANDAL, (5) JAGANNATH PRASAD MANDAL (6) KANAI PRASAD MANDAL (7) UTTAM KUMAR MANDAL all sons of Late Narahari Mandal, all by faith Hindu, by Caste Suri, by occupation Cultivation, all residents of old Sonari, P.O. and P.S. Sonari, Jamshedpur, District East Singhbhum, hereinafter called the THIRD PARTY members of the THIRD PART ;

AND

KALIPADA MANDAL son of Late Aditya Mandal, by faith Hindu, caste suri, by occupation cultivation, resident of Old ari, P.S. Sonari, town Jamshedpur, District Singhbhum(East), rkhand, hereinafter called the FOURTH PARTY MEMBER of the RTH PART ;

ND

LAKHI PADA MANDAL son of Late Aditya Mandal, by faith Hindu, by Caste Suri, by occupation Cultivation, resident of Old Sonari, P.S. Sonari, Jamshedpur, District Singhblum (East), Jharkhand, hereinafter called the FIFTH PARTY of the FIFTH PART ;

WHEREAS all that entire land mentioned in the schedule As below recorded in the last survey Settlement record finally published in the year 1964 in the name of Aditya Mandal;

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AND WHEREAS after death of said Aditya Mandal his legal heirs successors namely world Chandra Mandal, Phanindra Math Mandal, Narahari Mandal, Kalipada Mandal, Sasadhar Mandal, Lakhipada Mandal, Khudi Ram Mandal and Awadhbala Dasi came in Possession of the same;

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AND WHEREAS while said aforesaid legal heirs of Aditya Mandal came in possession of the same, in the year 1995, survey settlement the name of the said legal heirs, recorded as ratyat in the Khatam jointly,

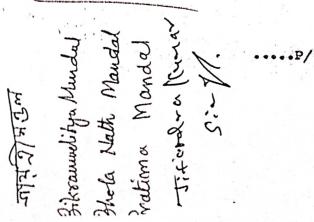
AND WHEREAS amongst the aforesaid legal heirs, sasadhar Mandal and Khudiram Mandal died unmarried issuless and later on Awadh Bala Dasi the widow of said Aditya Mandal also expired leaving behind the Kokil Chandra Mandal, phanindra Nath Mandal, Mandal, Kalipada Mandal and Lakhipada Mandal.

AND WHEREAS aforesaid Phanindra Nath Mandal died leaving whind the aforesaid second party member and Dilip Mandal has his son's legal heirs, successors. Unfortunetly the said Dilip Mandal died unmarried issuless on 15.10.2007 and after his death the second party is the only legal heir and succesors of said Phanindra Nath Mandal;

AND WHEREAS Narahari Mandal also expired leaving behind his legal hoirs, successors the third party members;

AND WHEREAS the aforesaid first party and fourth party and fifth party being recorded tenants and the second party, third party members being the legal heirs of the aforesaid recorded tenant have been exercising all rights of ownership over the schedule -'A' land without any interruption from any body:

AND WHEREAS since the aforesaid first party, second party,



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third party members, fourth party and fifth party are the joint owners of the Schedule 'A' land and house property a family arrangement has already been arrived amongst the aforesaid first party, second party, third party members, fourth party and the fifth party regarding division of the schedule -'A' property amongst themselves in the following manners hereafter appearing;

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The parties are also executing this Memorandum of partition by way of family arrangement in writing in respect of their respective shares of property which has been allotted to them mentioned herein schedules below on the following terms and conditions to avoid any future dispute or misunderstanding if arisen in future amongst the parties or their legal heirs;

NOW THIS INDENTURE WITNESSETH AS FOLLOWS :-

and house property mentioned in the Schedule 'B' below as his own share which is the part of the Schedule 'A' Property.

- 2. That the second party have also been allotted the schedule-'C' property (out of the schedule-'A' property) as their own shares and they will possess and enjoy the same as absolute owner thereof.
- 3. That the property mentioned in the Schedule D' below herein, out of the Schedule -'A' property has also been allotted to the third party members as their own shares who will possess and enjoy the same as absolute owners thereof without any interruption from any body.

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4. That the property mentioned in the Schedule 'E' below shall be possession and enjoyed by the fourth party as his own share which is the part of the Schedule . 'A' property.

- 5. That the land and house property as shown in schedule 'F' herein below is the own share of property of the fifth party who will possess and enjoy the same as his own share which is the part of the schedule 'A' property.
- 6. That each party shall be the sole and absolute owner/s of his/their/her respective share of property as allotted to them and fallen in his/her/their shares without any interruption or obstruction from the side of the other Party/parties.
- 7. That each party shall have no claim, demand, right, title over the share/shares of property of the other parties hereof.

That each party shall have every right to get his/her/
the ir share of land and house property mutated in the records
the landlord the state of Jharkhand through C.O.Jamshedpur
and shall pay rent and other charges thereof in his/her/their
names.

- 9. That each party hereby undertakes that neither he/she/ they nor their legal heirs, successors will interfere or disturb the peaceful possession of the other party in future.
- 10. That the parties hereof also agree/s that neither he/she/ they nor their legal heirs, successors shall encroach the property of the other share of property of this deed.
- 11. That the parties hereof also shall be entitled to dispose of his/her/their shares of property by way of sale, gift etc. to any person or persons he/she/thex_like/s.

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12. That the parties hereof also hereby admit this partition of the Schedule 'A' property as has fallen in his/her/their shares mentioned herein schedule below voluntarily without any pressure from any corner and they are satisfied with the property as fallen in their respective share.

The terms and conditions of this memorandum of partition by way of family arrangement shall be binding on all the parties including their heirs, successors.

Be it also noted that this document is typed five sets in original and each copy(document) is substract & exact to each other bearing the signatures of the parties.

SCHEDULE - A.

(Description of the property(entire property)

District Singhbhum(East), District Sub_Registry Office at Jamshedpur, in Mouza Sonari, P.S. Sonari, Thana No. 1156, Ward No. 1, J.N.A.C. under -

Ward	NO.T' J.W.W.C.	G13/2-0-		
	Khata No.	Plot No.		Area.
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<u>01d</u>	113	21	507	0.09.65 Hect.
4	ti T	16.	632	0.42.84 " 0.24.00 "
H		4	634	0.00.60 "
11	11	314	4028	
	14	313	402b	0.00. 15
14		312,314	4 C	0.00.40
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		312,314	403	0.24.90 "
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(Dearription of the Property fallen in the share of Kokil Chandra Mandal first party hereof)

District Singhbhum (East), District Sub-Registry Office at Jamshedpur, in Mouza Sonari, P.S. Sonari, Thana No. 1156, Ward No. 1, J.N.A.C. under -

		Khata	No.	<u> 1</u>	ot No.	Area	Boundary
3	<u>01a</u>		New	010	New	in sq.ft.	
	4		113	21	632(P) (sub-plot (C)	14,086.00	N:Lakhipada Mandal; S:Jagdish Ch.Mandal; & others; E:Proposed Road 10'ft. W:Satyam Enclave;
OF HOTAWAY NOTAWANA				II	632(P) (sub_Plot No.3/A)		N:6'ft.Alley then house of Dr.G.B. Singh; S:16'ft.Road; E:Road; W:20'ft.Road;
WESH WAR	Ship and a			325	634(p) (Sub-plot No.3/B)	1,084.00	N:Kali Pada Mandal; S:16'ft.Road; E:Mallika Mandal & others; W'Lakhipada Mandal;
3012:00				312	403(P) (Sub-plot Nock/1)		NiBank Colony; S:12'ft. Road; E:Portion of Plot No.403; W:Smt.Sanaka Mandal & others.
	10		11	•	403(P) (sub-plot		N:Bank Colony; S:Road; E:Bikram Mahato; WwJ agadish Ch. Mandal;
•					rotal:	31,688.18	Sq.ft.

Which is the part of the Schedule 'A' property .

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