



प्रतिलिपि के लिए आवेदन की तारीख Date of application for the copy	स्टाम्प और फोलियो की अपेक्षित संख्या सूचित करने की निश्चित तारीख Date fixed for notified the requisite number of stamp and folio	अपेक्षित स्टाम्प और फोलियो देने की तारीख Date of delivery of the requisite stamps and folio	तारीख, जबकि देने के लिए प्रतिलिपि तैयार थी Date on which the copy was ready for delivery	आवेदक की प्रतिलिपि देने की तारीख Date of making over the copy to the applicant	प्रतिलिपि के लिए आवेदन की तारीख Date of application for the copy	स्टाम्प और फोलियो की अपेक्षित संख्या सूचित करने की निश्चित तारीख Date fixed for notified the requisite number of stamp and folio	अपेक्षित स्टाम्प और फोलियो देने की तारीख Date of delivery of the requisite stamps and folio	तारीख, जबकि देने के लिए प्रतिलिपि तैयार थी Date on which the copy was ready for delivery	आवेदक की प्रतिलिपि देने की तारीख Date of making over the copy to the applicant
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Schedule VI - (N.S.) Form No. 2. श्री. राजपदी वीरा बल्लभ ... 12/8/25

1	2	3	4	5	6	7	8
9862	श. राजपदी वीरा बल्लभ	श. राजपदी वीरा बल्लभ	श. राजपदी वीरा बल्लभ	श. राजपदी वीरा बल्लभ	2	6	✓

12/8/25
11/15

वर्ष 4.8.06
दस्तावेज

वर्ष	दस्तावेज	30	50	10	6
4.8.06	दस्तावेज	✓			

RECORDED TO BE TRUE
Record
Commissioner Office, Bangalore
under Section 15 Act 1908

श्री. राजपदी वीरा बल्लभ
श. राजपदी वीरा बल्लभ, रांची
12/8/25

25 Sept 1925
C.L.



राज्य कायदा कमीशन
रांची बंगलूरबाद, रांची
4/8/06

प्रतिलिपि के लिए आवेदन की तारीख	स्टाम्प और फोलियो की अपेक्षित संख्या सूचित करने की निश्चित तारीख	अपेक्षित स्टाम्प और फोलियो देने की तारीख	तारीख, जबकि देने के लिए प्रतिलिपि तैयार थी	आवेदक की प्रतिलिपि देने की तारीख
Date of application for the copy	Date fixed for notified the requisite number of stamp and folio	Date of delivery of the requisite stamps and folio	Date on which the copy was ready for delivery	Date of making over the copy to the applicant
4.8.06	4.8.06	4.8.06	4.8.06	4.8.06

प्रतिलिपि के लिए आवेदन की तारीख	स्टाम्प और फोलियो की अपेक्षित संख्या सूचित करने की निश्चित तारीख	अपेक्षित स्टाम्प और फोलियो देने की तारीख	तारीख, जबकि देने के लिए प्रतिलिपि तैयार थी	आवेदक की प्रतिलिपि देने की तारीख
Date of application for the copy	Date fixed for notified the requisite number of stamp and folio	Date of delivery of the requisite stamps and folio	Date on which the copy was ready for delivery	Date of making over the copy to the applicant

Schedule VI - (N.S.) Form No. 2 कापी नगा (पाली) अधिनियम 1929 का अनुसूची VI

1	2	3	4	5	6	7	8
9862	8	शर सुन्दर शेट	कालीपट्टी वीथी वरुण ... श्री. महला उपर बाजार	शरीफ मुहम्मद ... श्री. महला उपर बाजार

24/07/1929
प्रति लिपि का
4.8.06
दुपचा लिपि का

RECORDED IN THE RECORD KEYS
418706
Commissioner Office, Raichur
Created under Section 25 Act 1929

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...	10
...	55
...	6.90

4/8/06

राज्य कायदा कमीशन
रांची बंगलूरबाद, रांची
4/8/06

952/1929
210/210

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7784

2000Rs.



Salof Ch. Das
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 Neg 26-00
 1039-25

1 In Com tax form
 No 53 G. filed on
 6/10/80

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2 Permission accorded
 C/N. 365/80 vide
 memo. 2362 dt. 15/9/80
 u/s 26 of 1976

6/10/80
 6/10/80
 6/10/80

THIS DEED OF SALE is made on the 6th day of
 October One thousand Nine hundred and Eighty
 BETWEEN Srinati Aparna Ghosh wife of Shri Ramesh
 Chandra Ghosh, by caste Hindu, by occupation
 housewife, resident of Adampur, P.O. and P.S.
 Bhagalpur, District Bhagalpur (hereinafter
 called the VENDOR) of the One Part A N D
 Srimati Sharda Jhunjunwala wife of Sri Vijay
 Kumar Jhunjunwala, by caste Hindu, by
 occupation Business, resident of 'Burdwan
 House', Lalpur, P.S. Lalpur, District Ranchi
 (hereinafter called the PURCHASER) of the

2m 822 D. V. V. ...
 2V 12 Jan (2000 + 900 + 600 + 900 + 20 + 6 + ...)

6-10-80 11 वज
 र 1.9.7



श्री - मनि अमरनाथ चौधरी
 जोग प्रमोदा - ज. प्र. चौधरी
 प. वि. वा. न. क. मा. वि. वि.
 रा. गी. वि. वि.

(Handwritten signature)

(Handwritten signature)
 6/10/80

Dr. Aparna Shukla
 6/10/80
 श्रीमती अपरणा शुकल

NO 190 W/46/80
 Dr. Aparna Shukla
 6/10/80



Received draft to
 Rs. 48000/- Forty eight
 thousand only

(Handwritten signature)
 श्रीमती अपरणा शुकल
 6/10/80

in State Bank of India, Ranchi.
 from Sri. Bijn R. ...
 in presence of Mr. D.S.R. 48,000/-
 Ranchi.

Dr. Aparna Shukla
 6/10/80

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 6/10/80

NO 191 W/46/80

Ramesh Chandra
 Shukla
 6/10/80

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 श्रीमती अपरणा शुकल
 6/10/80



- 2 -

Other Part

The terms VENDOR and PURCHASER unless repugnant to the context and excluded by shall mean and include their respective heirs, successors, legal representatives, assigns, administrators and executors.

WHEREAS Late Kalipado Ghosh father of Late Nanda Kumar Ghosh had acquired various properties in village Lalpur in the town of Ranchi.

AND WHEREAS the said Late Kalipado Ghosh purchased in auction purchase from the court of the Sub-Judge, Ranchi in Execution Case No. 231 of 1910 Plots Nos. 85 Area 1.24 acres including tank and drain of 8 feet and Plot No. 82/A area 0.95 acres having Chhaparbandi permanent and heritable right and present Plot No. 15/A area 2.138 Karies and Khas

*Dr. Adarsh Singh
6/10/20*

₹ 822 B 9/1 ✓ - 20 down show

I have handed over a
Bank Draft for Rs Forty
eight thousand on State
Bank of India Ranchi
to Smt Aparna Ghosh
in presence of the DSR
Ranchi

129.50
int. tax.

Vijay Kumar Singh
6/10/80



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- 3 -

Mahal rent payable Rs 64.14 paise along with the other properties situated at Lalpur commonly known as Burdwan Compound, P.S. Ranchi (now Lalpur) District Ranchi and came into possession of the same.

AND WHEREAS Late Kalipado Ghosh died in November, 1929 leaving behind four sons namely Sri Prafulo Kumar Ghosh, Sri Sishir Kumar Ghosh, Dr. Sanat Kumar Ghosh and Sri Nanda Kumar Ghosh who inherited him after his death and came into possession of the properties left by him.

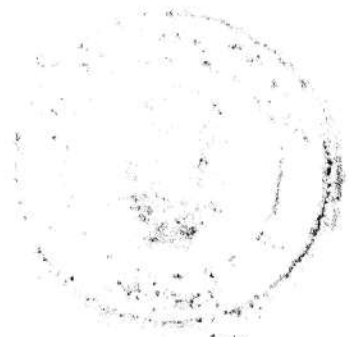
AND WHEREAS the aforementioned four sons of Late Kalipado Ghosh partitioned the properties among themselves by virtue of a registered deed of Partition dated the 29th. May, 1935 registered in the office of the District Registrar, 24 Parganas, Alipore (Calcutta) and entered in Book No. 1,

*Sr. Aparna Ghosh
6/10/35*

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in the



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- 4 -

Volume No. 50, Pages 122 to 141 being Deed No. 2114 for the year 1935 and each of the sons came into separate possession of the properties allotted to him.

AND WHEREAS Municipal Holding No. 694 of Ward No. VII-B of the Ranchi Municipality which is standing on southern portion of M.S. Plot No. 1472 and portion of M.S. plot No. 1473 appertaining to Khas Manal Plot No. 15/A measuring area 2.138 Karies and portion of Plot No. 16 being Holding No. 98-B and 98-A respectively situated in village Lalpur, Ranchi, P.S. and District Ranchi which corresponds to C.S. Plot No. 85 and 82/A and along with other properties were allotted to the said Late Nanda Kumar Ghosh by virtue of the Schedule 'E' to the Partition Deed aforementioned.

AND WHEREAS Late Nanda Kumar Ghosh filed Case No. 329-R-8 of 1942-43 for correction of entry which was allowed on 30th. March, 1943 and was recorded as permanent heritable Chhaparbandi right in his name.

Mr. Nanda Kumar Ghosh

Am 829 x 92 v 20 50112 (10)

9/19/80
not yet



B



- 5 -

AND WHEREAS Late Nanda Kumar died intestate on the 5th. day of July, 1971 leaving behind Mukul Ghosh and others as his heirs who came into possession of the properties left by him.

AND WHEREAS Late Nanda Kumar Ghosh gave the tank in lease to Sri Apurba Kumar Roy for catching fish for a period upto 1976.

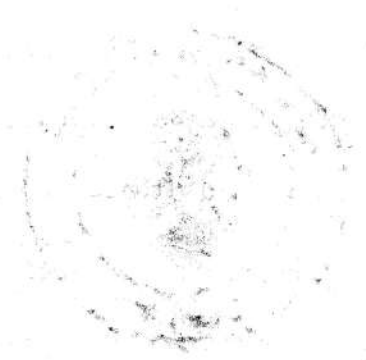
AND WHEREAS the said Apurba Kumar Roy gave up his rights as a lessee and delivered back possession to the heirs of Late Nanda Kumar Ghosh on 19.1.1973.

AND WHEREAS Mukul Ghosh son of Late Nanda Kumar Ghosh alongwith other heirs sold sixty one Kathas 12 Chhstaks more or less out of M.S. Plot No. 1472 and portion of M.S. Plot No. 1473 Municipal Holding No. 694-A of Ward No. VII-B of the Ranchi Municipality to Nirendra Nath Sarkar and others by virtue of a registered deed of sale dated 7th. February, 1973 registered in the office of the District Sub-Registrar,

*Em. Apurba Ghosh
6/10/80*

822 ... W.V. ...

U.S. ...



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- 6 -

Ranchi and entered in Book No. 1, Volume No. 78, Pages 365 to 375 being No. 1564 for the year 1973.

AND WHEREAS the VENDOR purchased 10 Kathas 1 Chhatak of vacant land out of the aforesaid 61 Kathas 12 Chhataks from Shri Nirendra Nath Sarkar and others being portion of M.S. Plot No. 1472 and 1473 bearing Holding No. 694/A within Ward No. VII-B of the Ranchi Municipality, situated at Upper Burdwan Compound, Ranchi by virtue of a registered deed of sale dated 27.1.1975 registered in Book No. 1, Volume No. 85, Pages 502 to 510, being No. 1374 for the year 1975 of the Sub Registration Office, Ranchi and came into possession of the same.

AND WHEREAS the VENDOR has got his name mutated in Case No. 472/76-77 and mutation was allowed on 1.9.1976 in the office of the Circle Officer, Town Anchal, Ranchi and is paying Tax regularly.

S. Aparna Shukla.
6/10/76

to 822 - 5. 9v. v. 20. 06/11/11

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- 7 -

AND WHEREAS the VENDOR being in need of money requested the PURCHASER to purchase the aforementioned lands on a consideration of Rs 48,000/- (Rupees forty-eight thousand) and the PURCHASER agreed to purchase the same at the said price which is fair and reasonable according to price prevalent in the market.

AND WHEREAS the Competent Authority vide his Order dated 16.9.1980 in Case No. 365/80 has granted permission for sale.

NOW THIS INDENTURE OF SALE WITNESSETH that in pursuance of the aforesaid agreement and in consideration of the payment of Rs 48,000/- (Rupees forty eight thousand) by the PURCHASER to the VENDOR as per memo of consideration hereunder written (the receipt whereof the VENDOR does hereby admit and acknowledge and from the same and every part thereof acquit, absolve and discharge the properties and the PURCHASER for ever) the VENDOR does hereby grant,

Dr.
6/10/80
Aparna Prasad.

Sum 8 22 5 40 v
for 186-222

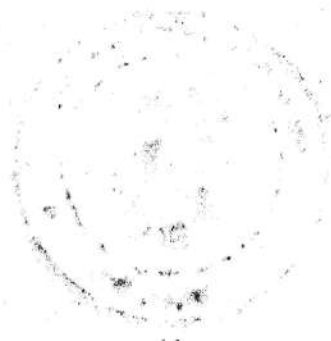
22 43
186-222
186-222



to

convey, assign, sell and transfer absolutely and for ever TO and UNTO the PURCHASER All that piece and parcel of lands measuring 10 Kathas 1 Cahatak more or less standing on portion of M.S. Plot No. 1472 and 1473 Municipal Holding No. 694/A within Ward No. VII-B of the Ranchi Municipality appertaining to Revisional Survey Plot No. 15-A now described as Sub Plot No. 1472 and 1473/E situated at Lalpur in the town of Ranchi, P.S. Ranchi (now Lalpur) District Ranchi more fully described in the Schedule below and shown in Red Wash in the Map attached alongwith the right to use the common road and free from all encumbrances, liens, dispendens of whatever kind and nature together with all rights of paths, pathways, passages, hedges, ditches, water, water courses, lights, rights, liberties, privileges, easements, appendices and appurtenances whatsoever to the said piece and parcel of land, belonging to or in anywise appertaining to or appurtenant there to and the reversion or reversions, remainder or remainders, rents, issues and profits

See Apperance sheet 6/10/20



8

thereof and all the right, title and interest, property, claim or demand of whatsoever kind and nature both in law and equity of the VENDOR into, out or upon the said piece and parcel of land more fully described in the Schedule below and shown in Red Wash in the Map attached and the VENDOR does hereby covenant with the said PURCHASER that the properties hereby granted, conveyed, assigned, sold and transferred absolutely and for ever are free from all encumbrances and that the VENDOR has permanent heritable and transferable Chhaparbandi right and the VENDOR is in exclusive possession and has full power and sole and absolute right to grant, convey, assign, sell and transfer absolutely the lands and every part thereof hereby granted, conveyed, assigned, sold and transferred absolutely and for ever and that the PURCHASER who has been put in vacant possession shall hereafter peaceably hold, use and enjoy and possess the same as his own property without any let, hinderance, interruption, claim or demand by or from the said VENDOR

*Sm. Aparna Shah
6/16/21*

Die



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or any other person or persons whatsoever claiming through or under the VENDOR either in equity or law or from whomsoever. The VENDOR further covenants with the PURCHASER that the VENDOR shall indemnify the PURCHASER against all losses, damages, claims, demands and liability whatsoever if any which the PURCHASER may sustain, pay or incur or be put to by reason of any defect in title of the said VENDOR to the property here by granted, conveyed, assigned, sold and transferred or any portion thereof or any encumbrance is found out. AND the PURCHASER shall now get her name mutated in the office of the Ranchi Municipality and the State of Bihar and wherever necessary and shall pay all taxes and rents in her own name.

PROVIDED ALWAYS the VENDOR shall at all times hereafter on reasonable request and at the cost of the PURCHASER do and execute or cause to be done and executed all such acts, deeds and assurances that may be necessary for further or more perfectly assuring the title of the

San. Appone Pr. 21.
6/10/81



B

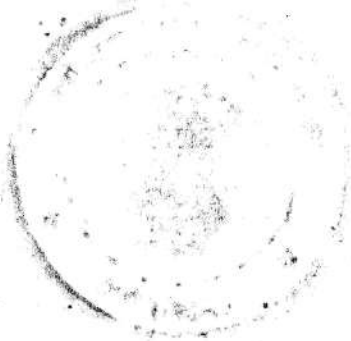
PURCHASER to the properties hereby granted, conveyed, assigned, sold and transferred absolutely and for ever.

SCHEDULE OF THE PROPERTIES REFERRED TO ABOVE -

All that piece and parcel of lands measuring 10 Kathas
1 Chhatrak along with Boundary wall and trees etc. being
the VI END and FILLED UP AREA appertaining to R.S. Plot
No. 15/A, Government Zamabandi No. 583 standing on
portion of M.S. Plot No. 1472 and 1473/E being Holding
No. 694/A within Ward No. VII-B of the Ranchi
Municipality situated at Upper Burdwan Compound, Ranchi,
P.S. and Kotwali and District Ranchi having Chhaparbandi
Right lying within the District Registration and District
Sub Registration Office Ranchi more clearly delineated in
the Map annexed hereto which is the part of this Deed
and along with the right to use the road lying in southern
side which has been shown as common road measuring on -

North: East to West	97 feet
South: "	94 feet
East: North to South	76 feet
West: "	76 feet and bounded and butted as follows:-

*San. Hapur
6/10/81*



[Handwritten signature or mark]

- 12 -

North: Portion of M.S. Plot No. 1472 belonging to Mukul Ghosh and others;

South: Common Road with drain 16'-0" wide on M.S. Plot No. 1472 and 1473;

East : Portion of M.S. Plot No. 1472 , being Sub-Plot No. 1472/A belonging to Shri Akhauri Sachindra Nath;

West: Municipal Road with Drain

Annual Chhaparbandi Rent payable Rs 5.00 (Rupees five) only.

MEMO OF CONSIDERATION

Paid 4-day by Bank Draf No. OL/AH536614 Dt. 6-10-80

on State Bank of India Bhagalpur in presence of

District Sub-Registrar Ranchi ..

Rs 48,000/-

(Rupees forty eight thousand) only.

-contd.-p/13

Sanjiv Kumar Shukla
6/10/80



23

IN WITNESS WHEREOF the VENDOR has put her hand
on the date, month and year above written.

WITNESSES -

1 Ramesh Chandra Ghosh .6/10/80

2 Shishu Lal Jain
Mumbai.
6/10/80

3 Satyendra Nath Sarker.
6/10/80

San. Aparna Ghosh.
6/10/80

VENDOR

4 Bannoo Ram
Mumbai
6/10/80

Typed by -

(N.SAHU)



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95-11-56

Sample

95-11-56
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RANCHI MUNICIPALITY - WARD No. VII B - SHEET No 19.

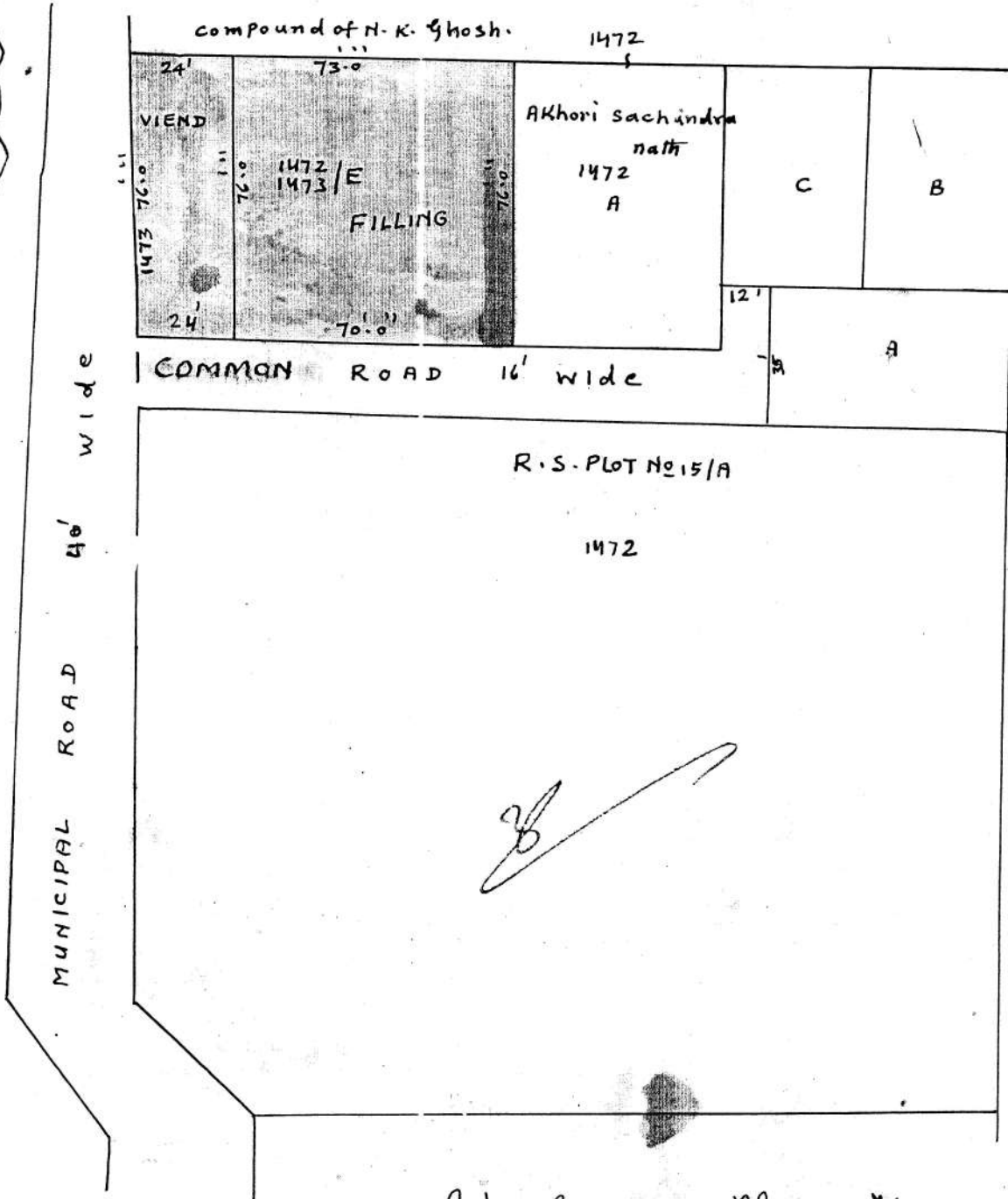
PLOT No. 1472, 1473 (PART) MARKED "E" VILLAGE LALPUR. R.S. PLOT No 15/A.

SLD AREA SHOWN IN RED WASH AREA. 10 KATHAS, 1 ch. (MORE OR LESS).

PURCHASED BY SRIMATI SHARDA JHUNJHUNWALA

Scale 4 1/2" = 1 inch.

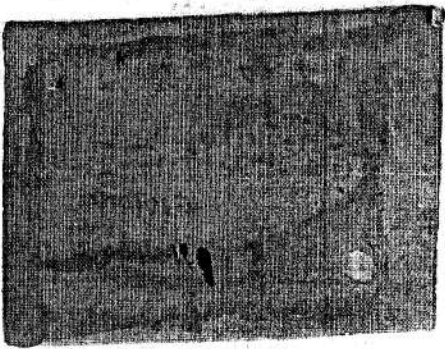
ORIGINAL.



इसका कदम जमीन सहायक नकल और जमीन का है।

Em. Aparna Shukla
6/10/20

Drawn by
A. Khaliya



Registered in

Book No. I

Page No. 521-552

Serial No. 77049

Registered on

25-11-80

at

Registrar's Office

London

London

Civil RK
1327 (21)
32355

Instituted - 03-06-11
Admitted - 29-06-11

23

Civil Room

DECREE IN ORIGINAL SUIT

Order XX, Rules 6 and 7, Code of Civil Procedure

TP 22
1/22

at Ranchi.

In the Court of CIVIL JUDGE Sub Judge VIIIth Ranchi

Title No 311 of 2011

Rohini Jhunjhunwala, S/O SRI VIJAY KUMAR JHUNJHUNWALA, R/O 93-B, Buddhar Compound, P.S Lalpur, P.O Ranchi, Dist - Ranchi

versus
① Vijay Kumar Jhunjhunwala S/O Late - ~~vs~~ Kishorilal Jhunjhunwala
② Siddhath Jhunjhunwala, S/O Vijay Kumar Jhunjhunwala, Both R/O 93-B, Buddhar Compound, P.S - Lalpur, Po Ranchi, Dist Ranchi

③ Smt. Padi Agaswal, D/O Vijay Kumar Jhunjhunwala
w/o Smt. Padi Agaswal, R/O 43 Shampura, Nand Nagar Colony, 81302
Vasna, Bihar, India

Case of Actn - 15-03-02
Suit valued at RS 500,000/-

- (A) An adjudication be declared that the property described in 'Schedule A' below was partitioned by metes and bounds the terms whereof orally settled and subsequently the same was reduced in the Deed of oral partition dated 15 March 2002.
- (B) It is decided that in the partition, the property described in 'Schedule B' below was allotted to the plaintiff and the property described in 'Schedule C' below was allotted to defendant no 2.
- (C) Cost
- (D) Any other reliefs.

SCHEDULE 'A'

All the piece and parcel of land measuring an area of 10 (Ten) Kathas of chataks along with boundary walls and double storied building being VI ENO and R.S plot No 15/A Govt. Jamabandi No 585 being portion of MS plot Nos 1472 and 1473 marked as sub plot no 1472, 1473/E, being Holding No. 694/A within old ward No VIII-B and New ward No 18 of the Ranchi Municipal Corporation Ranchi situated at upper Buddhar Compound Ranchi, P.S Lalpur, being chhapraundi rigid, bounded as follows:-

Schedules are in separate sheet



Case No. 29-11-11 Form No. (D-17) O.D. C.P. 201

This suit coming on this 29-10-11 for final disposal before

Shri Prakash Srivastava S.J. VIIIth Bench

day

Makest. Banta

2/22

It is ordered and decreed that the suit is disposed of in the light of the compromise petition and compromise petition along with Memorandum of Joint family partition shall form part of Decree.

and that the sum of Rs. X to be paid by the

to the X

Amount of the costs of this suit with interest thereon at the rate of X

per annum from date to date of realization.

to be paid by hand and the seal of this Court this 22nd October

2011

at the place of the judgment

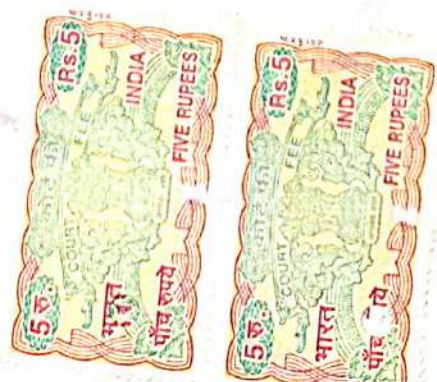
Seal VIIIth Bench 11-11-11

Anjela Masrani
D/C
29-11-11

Prakash Srivastava

COSTS OF SUITS

Particulars	Amount Rs.	Particulars	Amount Rs.
Stamp for complaint	250	Stamp for power	05
Do for power	05	Do for petition or affidavit	20
Do for petition or affidavit	20	Cost for exhibits	
Cost for exhibits		Recorder's fee	
Recorder's fee in Rs		Subsistence	
Subsistence		(a) for defendant or his agent	
Cost for plaintiff or his agent		(b) for witnesses	
Cost for witnesses		Commissioner's fee	
Commissioner's fee	05	Service of process	
Service of process	35	Charging by order	
Charging by order			
Total	315		35 60



Court of O.P. Srivastava S.J. VIIIth Ranchi

T.S. 311/11

24

- North - portion of M.S. plot NO. 1472
- South - 16" wide Common Road
- East - portion of M.S. plot NO 1472 marked as sub plot NO. 1472/A
- west - Municipal Road

3/2

SCHEDULE 'B'

Description of the property allotted in the shade of Rohit Jhunjhunwala

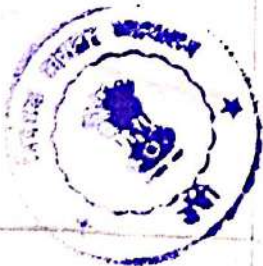
All the piece and parcel of Southern half portion of M.S. plot Nos. 1472, 1473/E measuring an area of 05 (five) Kathas 1/2 chataks out of total area of 10 Kathas of chatak and building standing thereon being portion of Holding NO. 694-A of old ward NO. VIII-B and New ward NO 18 of Ranchi Municipal Corporation Ranchi situated at upper Baidwan Compound Ranchi, P.S Lalpur, having Chhapasbandi right, bounded as follows:-

- North - Half portion of M.S. plot No. 1472, 1473/E allotted to Siddhasth Jhunjhunwala
- South - 16' wide Common Road
- East - M.S. plot NO 1472/A
- west - 40' wide Municipal Road

~~Am~~
DTC
09-11-11

Prabhat
Shrestha
11/11/11

Seal of the Court
Sub Judge VIIIth
11-11-2011



T.S 311/11

25

SCHEDULE 'C'

Description of the property allotted in the
shade of Siddhath Jhunjhunwala

✓
/m

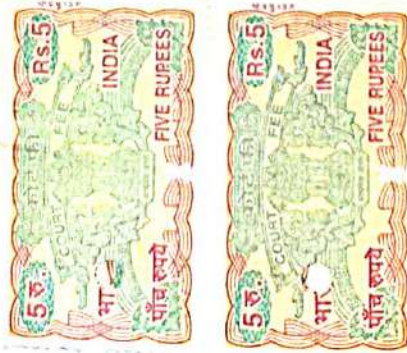
All the pece and parcel of Northern half portion of M.S. plot NOS 1472, 1473/E measuring an area of 05 (five) Kathas 1/2 chataks out of total area of 10 Kathas of Chhatuk and building standing thereon being portion of Holding No. 694-A of old ward No VIII B and New ward NO. 18 of Ranchi Municipal Corporation Ranchi situated at Upper Burdwan Compound Ranchi, P.S Lalpur, having Chhapabandi right, bounded as follows:-

- North - portion of M.S. plot NO. 1472
- South - Half portion of M.S. sub plot NO 1472, 1473/E allotted to Rohit Jhunjhunwala
- East - portion of M.S. plot NO 1472
- West - 10' wide Municipal Road.

Am
C/C
09/11/11

Siddhath
Shrivastava

Sule Judge VIIIth
11-11-2011





26
C-89
20/10/11

IN THE COURT OF SUBORDINATE JUDGE-VIII, RANCHI

TITLE SUIT NO. 311 OF 2011

Rohit Jhunjhunwala

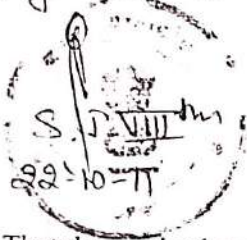
.....Plaintiff

-Versus-

Vijay Kumar Jhunjhunwala & Others

..Defendants

TS 311/11
Court of S J VIII
Ranchi



Humble compromise petition
on behalf of plaintiff and
defendants is as under;

1. That the parties have amicably settled their dispute outside the court in order to avoid protracted court litigation on the terms and conditions reduced in the Memorandum of Oral Partition dated 15th March, 2002.
2. That the parties have agreed and hereby declare that the suit property described in Schedule 'A' of the plaint was partitioned by metes and bounds the terms whereof orally settled and subsequently the same was reduced into writing in the form of Memorandum of Oral Family Partition on 15th March, 2002 and the same is hereby made part of the compromise petition.

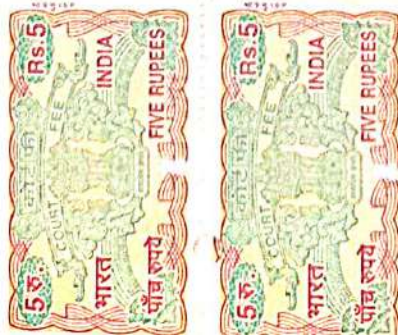
Accepted
Sd/- member
Alok Kataria
22-10-11



3. That the property described in 'Schedule B' of the plaint was allotted to the plaintiff and the property described in 'Schedule C' of the plaint was allotted to defendant No. 2 as per the terms and conditions of Memorandum of Oral Partition dated 15th March, 2002. b
/w
4. That the parties hereby agree that if any of the parties decides to sale the property of his part, the first preference shall be given to the other party and if the other party does not agree to purchase the property on market value then they shall jointly sell the entire property to third party or stranger.
5. That it is further agreed that neither of the parties shall be entitled to rent out the suit property of his part to third party or stranger without the written consent of other.
6. That the original documents are being filed before this Hon'ble Court with a separate list.
7. That this compromise petition is being filed bonafide and in good faith and there is no impediment in law in accepting the compromise and making the compromise petition part of the decree.

It is, therefore, prayed that
Your Honour may be pleased to
decree the suit in terms of the
compromise as agreed between
the parties and making this

Accepted.
Member LK Adhikari
22-10-11



Last Memorandum of asset partition
dated 13th March, 2002 as a
compromise petition part of the
decree;

AND

For this the parties named
above shall ever pray.

X
W

Rohit
2

Identified by me

[Signature]
19/10/11

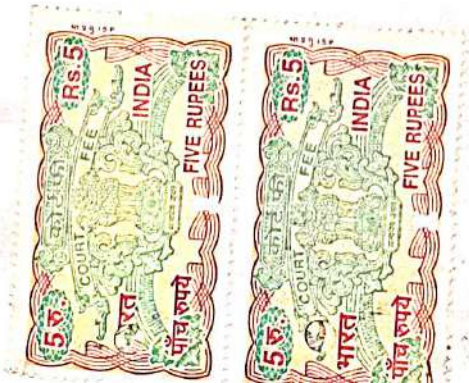
[Signature]

[Signature]
[Signature]

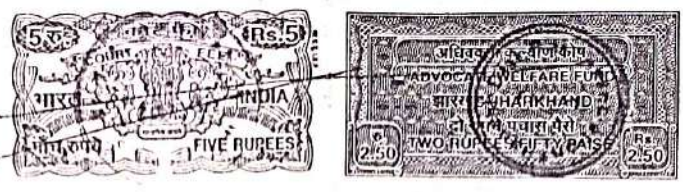
Identified by me

[Signature]
19/10/11

Accepted
member LK Adalat
22-10-11



1790
21/10/11



20

AFFIDAVIT

8
M

I, Rohit Jhunjhunwala son of Sri Vijay Kumar Jhunjhunwala, resident of 98-B, Burdwan Compound, P. S. Lalpur, P.O. Ranchi, District, Ranchi, Jharkhand do hereby solemnly affirm and declare that the statement made in paragraphs 1 to 6 above are true to the best of my knowledge, information and belief and the rest are by way of submissions before this Hon'ble Court.

Sworn and signed at Ranchi on this the 19th day of October, 2011.

19/10/11 at 2.30 pm.

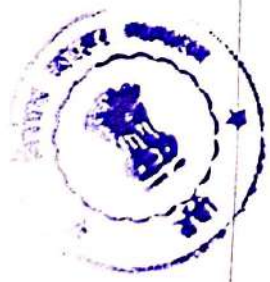
Rohit Jhunjhunwala
Mukesh Basra, Adv.

Deponent

Identified by me

[Signature]
19/10/11

19/10/11





30

AFFIDAVIT

CF 91
dt 20/10/11

g
m

I, Vijay Kumar Jhunjhunwala, son of Late Kishorilal Jhunjhunwala, resident of 98-B, Burdwan Compound, P. S. Lalpur, P.O. Ranchi, District, Ranchi, Jharkhand do hereby solemnly affirm and declare that the statement made in paragraphs 1 to 6 above are true to the best of my knowledge, information and belief and the rest are by way of submissions before this Hon'ble Court.

Sworn and signed at Ranchi on this the 19th day of October, 2011.

19/10/11 at 2.30 PM.

Vijay K. Jhunjhunwala
Alpana Bhusan, Adv.

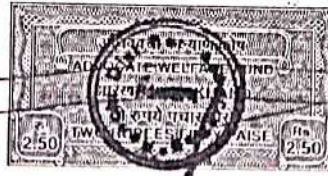
Vijay K. Jhunjhunwala
Deponent

Identified by me

Alpana Bhusan
Adv
19/10/11

19/10/11





31

CF 92
CH 20/10/11

10
/11

AFFIDAVIT

I, Siddharth Jhunjhunwala, son of Sri Vijay Kumar Jhunjhunwala, resident of 98-B, Burdwan Compound, P. S. Lalpur, P.O. Ranchi, District, Ranchi, Jharkhand do hereby solemnly affirm and declare that the statement made in paragraphs 1 to 6 above are true to the best of my knowledge, information and belief and the rest are by way of submissions before this Hon'ble Court.

Sworn and signed at Ranchi on this the 19th day of October, 2011.

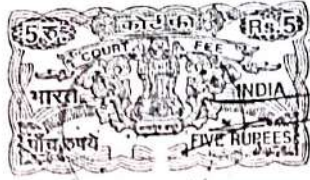
19/10/11 at 2:30 P.M.
Siddharth Jhunjhunwala
Alpana Basuman, Adv

Deponent

Identified by me

Alpana Basuman Adv
19/10/11





32

CF 93
CH 20/10/11

11
2

AFFIDAVIT

I, Priti Agarwal, daughter of Sri Vijay Kumar Jhunjhunwala, wife of Sri Jitendra Agarwal, resident of 43 Shampura, Nand Nagar Colony, Sigra, Varanasi, Utter Pradesh do hereby solemnly affirm and declare that the statement made in paragraphs 1 to 6 above are true to the best of my knowledge, information and belief and the rest are by way of submissions before this Hon'ble Court.

Sworn and signed at Ranchi on this the 19th day of October, 2011.

19/10/11 at 2:35 PM

Priti Agarwal
Alpana Bhusan, Adv.

P. Agarwal
Deponent

Identified by me

19/10/11

Alpana Bhusan
Adv.
19/10/11



12/22

This Memorandum of Oral Family Partition is made on this the 15th day of March Two Thousand Two (2002) of the Christian Era.

Between

1. **Vijay Kumar Jhunjhunwala** son of Late Kislorilal Jhunjhunwala by faith Hindu, by occupation Business, resident of 98-B, Burdwan Compound, P.S. Lalpur, District Ranchi. (hereinafter shall be called the First Party) of the First Part.

And

2. **Rohit Jhunjhunwala** son of Sri Vijay Kumar Jhunjhunwala, by faith Hindu, by occupation Business, resident of 98-B, Burdwan Compound, P.S. Lalpur, District Ranchi, (hereinafter shall be called the Second Party) of the Second Part.

And

3. **Siddharth Jhunjhunwala** son of Sri Vijay Kumar Jhunjhunwala, by faith Hindu, by occupation Business, resident of 98-B, Burdwan Compound, P.S. Lalpur, District Ranchi, (hereinafter shall be called the Third Party) of the Third Part.



②
Rohit

③
[Signature]

④
P. Agarwal



34

And

13/2

④ Agarwal

4. Smt. Preeti Agarwal wife of Sri Jitendra Agarwal and D/o Sri Vijay Kumar Agarwal, by faith Hindu, by occupation Housewife, resident of 43 Shampura, Nand Nagar Colony, Sigra Varanashi (U.P.) (hereinafter shall be called the Fourth Party) of the Fourth Part.

③

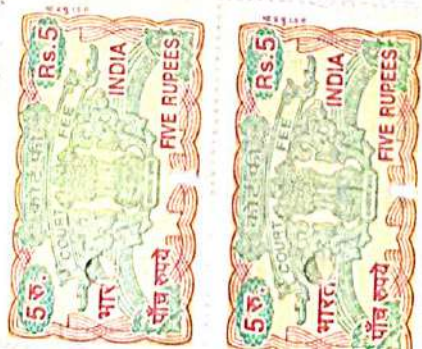
The terms and expressions "First Party" "Second Party" "Third Party" and "Fourth Party" referred to hereinabove and hereinbelow shall mean and include their respective heirs, legal representatives, successors-in-interests, executors, administrators and assigns, unless specifically excluded by or repugnant to the subject or context of these presents.

③

Whereas Smt. Sharda Jhunjhunwala since deceased wife of Sri Vijay Kumar Jhunjhunwala had purchased all that piece and parcel of land measuring in area 10 kathas 01 chhataks alongwith boundary wall and trees etc. being the VI END and filled up area, appertaining to R.S. Plot No. 15/A, Government Jamabandi No. 583 being Portion of M.S. Plot No. 1472 & 1473 which was marked as Sub Plot No. 1472 and 1473/E being Holding No. 694, within Ward No. VII-B of the Ranchi Municipality, situated at Upper Burdwan Compound, Ranchi, P.S. Kotwali, District Ranchi from Smt. Aparna Ghosh wife of Sri Ramesh Chandra Ghosh, by virtue of registered deed of sale dated 06.10.1980 which was entered/recorded in Book No. 1, Volume No. 71, Pages 521 to

② Rs. 1.50

① v. Jhunjhunwala



④ Agarwal

532, being Deed No. 7784, for the year 1980 kept and maintained at the office of the Dist Sub Registrar, Ranchi and came in khas and exclusive possession over the same, which has been morefully and particularly described in the schedule 'A' hereinbelow, AND

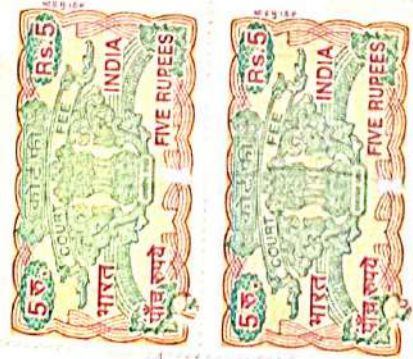
Whereas the above named Smt. Sharda Jhunjhunwala got her name mutated in the revenue record of the State Govt. kept and maintained at the office of the Circle Officer, Town Anchal, Ranchi. She also got a residential building constructed over the aforementioned piece of land and got her name mutated in the records of the Ranchi Municipality. She paid ground rent and Holding Tax of the land and building morefully described in the schedule 'A' hereinbelow and she was fully seized and possessed with the same so long she was alive, AND

③

Whereas the above named Smt. Sharda Jhunjhunwala died on 30.09.1998 leving behind her husband Sri Vijay Kumar Jhunjhunwala (the First Party), two sons namely (1) Rohit Jhunjhunwala (the Second Party) (2) Siddharth Jhunjhunwala (the Third Party) and one daughter namely Smt. Preeti Agarwal (the Fourth Party) as her heirs and successors-in-interest and after the death of Smt. Sharda Jhunjhunwala, the 'First Party' 'Second Party' 'Third Party' and 'Fourth Party' have jointly inherited and succeeded the land and building morefully described in the schedule 'A' hereinbelow having 1/4th share each, AND

② Part 1
Part 2

① v.v. Jhunjhunwala



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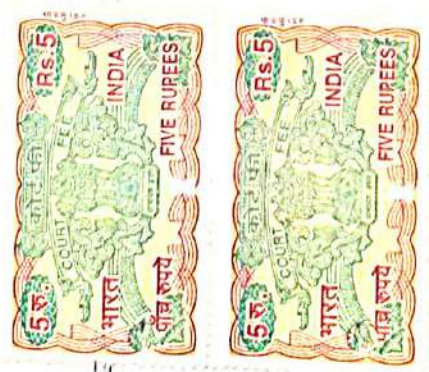
Whereas for better management and for proper maintenance of the property described in the schedule 'A' hereinbelow an amicably oral family partition took place between the First Party, Second Party, Third Party and Fourth Party in the month of February 2002 with respect the said property by metes and bounds for ever and absolutely. AND

Whereas the Fourth Party is the married daughter of Late Sharda Jhunjhunwala and she is well settled in her life at her in laws house and the property described in the schedule 'A' hereinbelow is a residential building as such she had decided not to take any share in the same and voluntarilly relinquished her 1/4th undivided share and interest in the property described in the schedule 'A' hereinbelow infavour of her brothers i.e. the Second Party and Third Party similarly the First Party was also not desirous to take share in the proterty described in the schedule 'A' hereinbelow and he had also relinquished his 1/4th undivided share and interest in the same infavour of his both the sons i.e. the second party and Third party therefore the property described in schedule 'A' herein below was divided into two equal parts and one part each allotted in the share of the second party and Third party. In the aforesaid amicable oral partition the half portion of the property described in the schedule 'A' hereinbelow allotted in the share of the second party has been described in schedule 'B' hereinbelow and the other half portion allotted in the share of the third party has been described in schedule 'C' hereinbelow. AND

④ Requested.

③ *Handwritten signature*

② 2
① v.v. Jyungman Part 1



37

16/2

7 Approved

Whereas at the time of aforementioned amicable oral partition some terms and conditions were agreed between the parties and for future use and reference all the parties named above decided to reduce into writing the agreed terms and conditions.

Now therefore this Memorandum of the earlier oral amicable partition witnesses as follows :-

3

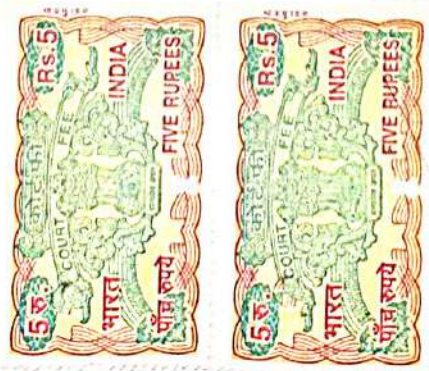
1. That the First Party and Fourth Party had voluntarily not taken any share in the property described in schedule 'A' hereinbelow and they had voluntarily without and pressure and undue influence by any one relinquished their share in favour of the second party and third party.

2

2. That in the aforesaid amicable oral partition by metes and bounds southern half portion of the land and building morefully described in schedule 'A' was exclusively and forever allotted in the share of the second party namely Rohit Jhunjhunwala which has been morefully described in the schedule 'B' hereinbelow and Northern half portion of the land and building was exclusively and forever allotted in the share of the third party namely Siddharth Jhunjhunwala which has been morefully described in the schedule 'C' hereinbelow.

1

3. That on and from the aforesaid amicable oral partition the second party has come in khas and separate possession of property described in Schedule 'B' hereinbelow and similarly



12/22

④ Agreed

the Third party has come in khas and separate possession over the property described in the schedule 'C' hereinbelow for all practical purposes.

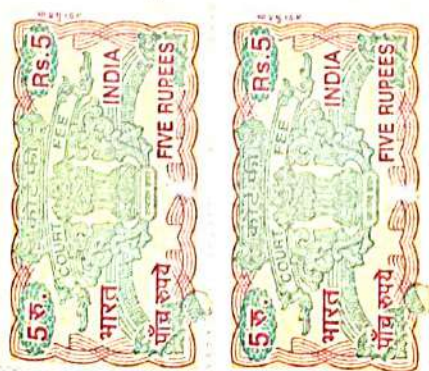
③

4. That in the aforesaid oral partition by metes and bounds of First party, Third party and Fourth party have relinquished their undivided right, title and interest over the piece of land and building morefully described in schedule 'B' in favour of the second party forever and absolutely so as to constitute him sole and absolute owner of the same. The second party shall hold possess and occupy all that piece and parcel of land and building described in schedule 'B' hereinbelow as sole and absolute owner thereof without any let, hindrance, interruption, claim or demand by or from the First party, Third party and Fourth party or by any peson or persons claiming, through, from under or interest of them.

② Part

5. That in the aforesaid oral partition by metes and bounds the First party, second party and Fourth party have relinquished their undivided right, title and interst over the piece of land and building morefully described in the schedule 'C' in favour of the Third party forever and absolutely so as to conditute him sole and absoletely owner of the same. The Third party shall hold occupy and possess all that piece and parcel of land and building described in schedule 'C' hereinbelow as sole and absloute owner thereof without any

① v.v. Jangra



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Agreed
17

9. That the contents of this Memorandum of oral partition by metes and bounds held in the month of February 2002, have been read over and explained in Hindi to all the parties and they have admitted that they fully understood the same and found that this Memorandum of partition correctly written according to the terms agreed between them in the said oral partition.

3

10. That this Memorandum of Amicable oral partition have been prepared in Four copies and each copy shall be deemed as original for all practical purposes.

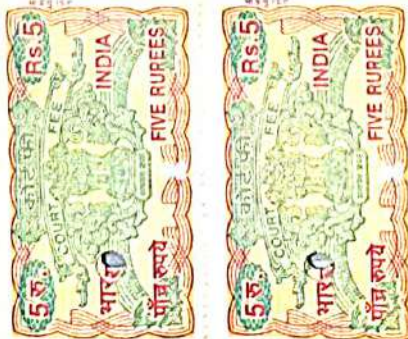
Schedule 'A'

All that piece and parcel of land measuring in area 10 (Ten) Kathas 01 Chhatak along-with boundary wall and double storaged building being VI END and R.S. Plot No. 15/A govt. Jamabandi No. 533 being portion of M.S. Plot Nos 1472 and 1473 marked as Sub plot No. 1472,1473/E, being Holding No. 694/A within old Ward No. VIII-B and New ward No. 18 of the Ranchi Municipal corporation Ranchi situated at upper Burdwan Compound Ranchi, P.S. kotwali, Now P.S. Lalpur District Ranchi having Chhapparbandi right, which is bounded and butted as follows :-

2
Part 1

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- North by - Portion of M.S. Plot No. 1472
- South by - 16' wide common Road
- East by - Portion of M.S. Plot No. 1472 marked as Sub plot No. 1472/A
- West by - Municipal Road



20/22

Siddharth Jhunjunwala

Schedule 'B'

Description of the property allotted in the share of second party namely Rohit Jhunjunwala

All that piece and parcel of Southern half portion of M.S. Sub-plot No. 1472,1473/E measuring in area 05 Kathas 1/2 Chhatak out of total 10 Kathas 01 Chhatak and building standing thereon being portion of Holding 694-A of old Ward No. VIII-B and New ward No. 18 of the Ranchi Municipal corporation Ranchi situated at upper Burdwan Compound Ranchi, P.S. Ranchi (kotwali), Nos P.S. Lalpur District Ranchi having Chhaparbandi right, which is bounded and butted as follows :-

3

North by - Half portion of M.S. Sub-plot No. 1472,1473/E allotted to Siddharth Jhunjunwala

1.1734
2

South by - 16' wide common Road

East by - M.S. Sub Plot No. 1472/A

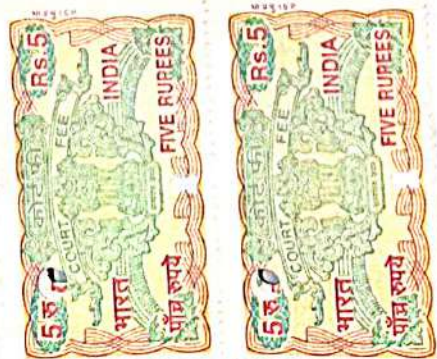
West by - 40' wide Municipal Road

1
Siddharth Jhunjunwala

Landlord state of Jharkhand through the Circle Officer Town Anchal Ranchi.

Annual ground rent Rs. 06.25 paise.

Annual Holding Tax Rs. 688.14 paise.



42

Schedule 'C'

3/3

Description of the property allotted in the share of Third party
namely Siddharth Jhunjunwala

All that piece and parcel of Northern half portion of M.S. Sub - Plot No. 1472,1473/E measuring in area 05 Kathas 1/2 Chhatak out of total area 10 Kathas 01 Chhatak and building standing thereon being portion of holding No. 694-A of old Ward No. VIII-B and New ward No. 18 of the Ranchi Municipal corporation Ranchi situated at upper Burdwan Compound Ranchi, P.S. kotwali, Now P.S. Lalpur District Ranchi having Chhaparbandi right, which is bounded and butted as follows :-

- North by - Portion of M.S. Plot No. 1472
- South by - Half portion at M.S.Sub Plot No. 1472,1473/E allotted to Rohit Jhunjunwala
- East by - Portion of M.S. plot No. 1472
- West by - 40' wide common Road

Landlord state of Jharkhand through the Circle Officer Town Anchal Ranchi.

Annual ground rent Rs. 06.25 paise.

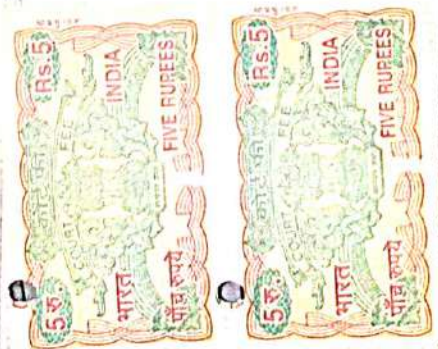
Annual Holding Tax Rs. 688.14 paise.

① Siddharth Jhunjunwala

③ [Signature]

② 1472/2

[Signature]



43

22
22

:: II ::

In witness where of the First party, Second party, Third party and Fourth party have executed this Memorandum of earlier oral partition on the date, month and year first above written.

Witnesses

1. First party

1. *Raj Kumar Jai* _____ *V. K. Jai* _____
R.K. Jai
B.T. Road. Ranoli (Vijay Kumar ghunjhunwala)

2. Second party

2. *Rohit* _____
Ashok Chowdhury
F-9. Ayalhaya Enelbe
Dibatoli, Ranoli-9 (Rohit Jhunjhunwala)

3. Third party

Siddharth _____
(Siddharth ghunjhunwala)

4. Fourth party

Preeti Agarwal _____
(Preeti Agarwal)

Typed by : Rizwi Hassan

Archer
19/2/23

