12968E
15.7.17 8.8.17 9.8.17 9.8.17
Stamp 9.8.17

न्यायालय अवर न्यायाधीश चतुर्थ, दरभंगा ।
बंटवारा वाद सं. 1/2017

19.06.2017 अभिलेख वास्ते आदेश उभय पक्ष के संयुक्त संधि आवेदन दिनांक 26.04.2017 पर प्रस्तुत हुआ ।

अभिलेख का अवलोकन किया । अभिलेख के अवलोकन से स्पष्ट है कि प्रस्तुत बंटवारा वादी बिनोद कुमार मिश्र ने प्रतिवादीगण दिलीप कुमार मिश्रा, प्रदीप कुमार मिश्र एवं अरूण कुमार के विरूद्ध वादग्रस्त संपत्ति में अपने 1/4 हिस्सा के लिए दाखिल किया है ।

वाद पत्र प्रतिग्रहित करने के पश्चात प्रतिवादीगण के उपस्थिति हेतु न्यायालय द्वारा सम्मन निर्गत किया गया । ततपश्चात वाद विचारण के दौरान ही उभय पक्षों द्वारा संयुक्त संधि पत्र आवेदन दिनांक 26.04.17 दाखिल किया गया । उक्त संधि आवेदन पर उभय पक्ष के फोटो एवं हस्ताक्षर उपलब्ध है जिसे उनके विद्वान अधिवक्तागण द्वारा सत्यापित किया गया है ।

उक्त संधि आवेदन के द्वारा उभय पक्ष द्वारा न्यायालय के समक्ष यह निवेदन किया गया है कि वाद पत्र के अनुसूचि सं. 1 में अंकित जमीन मय फलैट एक कार पार्किंग स्पेस वादी को मिला तथा उसी तरह से अनुसूची सं. 2 में अंकित जमीन फलैट एवं एक कार पार्किंग स्पेस डा0 दिलीप कुमार मिश्र, प्रतिवादी सं. 1 को मिला तथा अनुसूची सं. 3 एवं 4 में वर्णित जमीन मय फलैट एवं एक एक कार पार्किंग प्रतिवादी सं. 2 प्रदीप कुमार मिश्र एवं प्रतिवादी सं. 3 अरूण कुमार को कमशः मिला एवं बरसाती, पोर्टिको लिफट एवं कोमन रास्ता जो अनुसूची सं. 5 में उल्लिखित है वह वादी एवं प्रतिवादीगण का कौमन रहेगा । प्रत्येक पक्षकार अपने अपने हिस्से और पटटी पर दखल कब्जा में आये । अब मुकदमा लडना नहीं चाहते । अतः उक्त सुलहनामा के आधार पर उभय पक्ष प्रस्तुत वाद का निस्तारण करने की याचना करते हैं ।

उक्त संधि पत्र के आलोक में वादी बिनोद कुमार मिश्र वादी साक्षी सं. 1 ने न्यायालय के समक्ष साक्ष्य दिया जिसने अपने साक्ष्य में संयुक्त संधि पत्र में वर्णित तथ्यों का समर्थन किया है । परीक्षण के कम में इस साक्षी ने केवाला सं. 5151 दिनांक 30.03.1972 की छाया प्रति को अपनी ओर से दाखिल किया है को उभय पक्ष की सहमति से प्रदर्श–1 अंकित किया गया तथा प्रतिपरीक्षण के दौरान उसने यह कहा कि उसने राजी खुशी से सभी प्रतिवादीगण के साथ सुलह कर लिया है । प्रतिवादीगण की ओर से दिलीप कुमार मिश्र प्रतिवादी साक्षी सं. 1, एवं प्रदीप कुमार मिश्र प्रतिवादी साक्षी सं. 2 के रूप में परीक्षित किया गया है । मुख्य परीक्षण में उपरोक्त प्रतिवादी साक्षियों ने संयुक्त संधि पत्र में वर्णित तथ्यों का समर्थन करते हुए यह कहा है कि उनके द्वारा राजी खुशी से यह मुकदमा सुलह कर लिया गया है । प्रतिपरीक्षण के दौरान उपरोक्त सभी प्रतिवादी साक्षियों ने यह भी कहा है कि सभी पक्ष उक्त सुलहनामा के आधार पर उन्हें अपना हिस्सा मिल गया है । अतः वह उसी सुलहनामा के आधार पर इस मुकदमा का निस्तारण कराना चाहते हैं ।

जिला एवं सत्र न्यायाधीश का कार्यालय
प्रतिलिपि विभाग) दरभंगा

प्रतिलिपि शुल्क देय.....
Shayi
9.8.17 तु० लिपिक

P.S. 1/2017

अभिलेख पर उभय पक्षों द्वारा दिये गये मौखिक एवं दस्तावेजी साक्ष्य के आधार पर यह स्पष्ट है कि वाद पत्र में वर्णित संपत्ति उभय पक्षों के बीच संयुक्त संपत्ति है । वादी एवं प्रतिवादीगण आपस में सहोदर भाई हैं। अभिलेख के अवलोकन से प्रतीत होता है कि वादी एवं प्रतिवादीगण के बीच संयुक्त संपत्ति का बंटवारा नहीं हुआ है । वादी ने इसी वास्ते प्रस्तुत बंटवारा वाद को दायर किया था परन्तु दोनों पक्षों के बीच वाद के इसी स्तर पर सुलह हो गया है एवं उसी के आलोक में उभय पक्ष की ओर से एक सुलहनामा आवेदन दिनांक 26.04.2017 न्यायालय में दाखिल किया गया है जो अभिलेख पर है ।

उपरोक्त तथ्यों, परिस्थितियों एवं अभिलेख पर उपलब्ध वादी के साक्ष्य एवं दस्तावेज तथा प्रतिवादीगण की ओर से प्रस्तुत साक्षियों के साक्ष्य के अवलोकनोपरांत मैं पाता हूँ कि सुलहनामा आवेदन दिनांक 26.04.2017 स्वीकार करने योग्य है । परिणामस्वरूप उभय पक्ष की ओर से दाखिल संयुक्त संधि पत्र दिनांक 26.04.2017 को स्वीकृत करते हुए प्रस्तुत बंटवारा वाद सं. 1/2017 का निस्तारण संधि आवेदन दिनांक 26.04.17 में वर्णित शर्त्तों के अनुसार किया जाता है । संधि पत्र जय पत्र का अंश होगा । कार्यालय नियमानुसार डिक्री तैयार करें ।

लेखापित,

अवर न्यायाधीश चतुर्थ

29.06.17 / 29.06.17 डिक्री तैयार की गई एवं सूचना दी गई। सब जज-4

01.07.17 / 01.07.17 डिक्री पर न्यायालय का हस्ताक्षर एवं मोहर किया गया। सब जज-4

जिला एवं सत्र न्यायाधीश का कार्यालय (प्रतिलिपि विभाग) दरभंगा

Compared by
Vikas
09.8.17
C.C.
C.C. 8.17

प्रतिलिपि प्रमाणित

सिरिस्तेदार
1872 की धारा 76 के अधीन

In

The Court of the Sub-Judge No. 1

Darbhanga.

P.S. No. 01 /2017

Binod Kumar Mishra aged about 67 years
S/o Late Lakshmi Kant Mishra, R/o
Mohalla- Nawagadhi Bela
P.O.- Lalbagh, P.S.- L.N.M.U. Campus,
Dist.- Darbhanga. ... Plaintiff

v/s

1. Sri Dilip Kumar Mishra
2. Pradeep Kumar Mishra
3. Arun Mishra
sons of Late Lakshmi Kant Mishra
R/o Mohalla-Nawagadhi Bela
P.O.- Lalbagh, P.S.- L.N.M.U. Campus
Dist.- Darbhanga. ... Defendants

The above named plaintiff begs to state as follows:

1. That a genealogical table is appended at the foot of the plaint, which will from part of the plaint.

2. That from perusal of the genealogical table it will appear that Pt. Lakshmi Kant Mishra was the father of the plaintiff and defendants, who died on 09.07.2013, leaving behind his widow Smt. Tara Devi and four sons and two daughters namely, Binod Kumar Mishra, the plaintiff, Sri Dilip Kumar Mishra,

Office Report

Sir

Plaintiff has filed present suit seeking relief for Preliminary decree in favour of the plaintiff and defendant to the Extent of 1/4th share in joint family Property

Further Prays for appointed Survey Knowing advocate Commissioner to carve out a Separate Patti and Pass a decree in favour of the plaintiff over 1/4th Suit land

Cause of action arose on 1-10-2016

Value of the Suit is Rs. 5000000/= over which Since Court fee is Rs. 250/= Payable which is Court ~~fee~~ fee Rs. 250/= has been filed at the plaintiff.

The plaint is supported by affidavit along with wakalatnama and basis of the Suit and duplicate Copy of Plaint has been filed

Submitted
Sd/-
5/1/17

जिला एवं सत्र न्यायाधीश का कार्यालय
(प्रतिलिपि विभाग) दरभंगा

Pradeep Kumar Mishra and Sri Arun Mishra, who are defendants No. 1, 2 & 3 respectively and two daughters namely Manju Choudhary and Kalpana Mishra, out of whom Smt. Tara Devi also died in the month of March 2014 leaving behind the above legal heirs and instant suit filed by eldest son of Pt. Lakshmi Kant Mishra, being plaintiff against his brothers.

3. That father of plaintiff and defendant No. 1 to 3 purchased 7344 Sq.ft. land portion of 11 Bigha 13 Katha 4 dhoors lands by means registered Deed of sale bearing No. 5151 dated 30.03.1972 from Mithila Co-operative House construction society ltd. through its directors namely Dr. Purnanand Das, Prof. Kameshwar Choudhary and Dr. Shalik Nath Mishra, the details of which is mentioned in Schedule - I of the plaint. Likewise he also purchased 5162 Sq.ft. land at Patna, Road No. 5A Rajendranagar, P.S.- Kadamkuan, District- Panta. Lateron entered into registered Development Agreement vide Deed No. 850 dated 17.01.2012 with M/S Shreya Construction for constructing of Multi-storied building out of which Developer allotted 50% of total construction built up area i.e. total 1st floor and fourth floor and one parking space of each flat holder, to the owner, details of which is mentioned in schedule - IA of the plaint. The name of the proposed Multi storied

02-1-17

जिला एवं सत्र न्यायाधीश का कार्यालय प्रतिलिपि विभाग

complex shall be LAKSHMI TARA APARTMENT both schedules lands are the subject matter of instant partition suit.

4. That in the said Development Agreement father of plaintiff and defendants declared that after his death the property listed in Schedule - I of this agreement i.e. Schedule - IA of the plaint shall be equally divided amongst his four sons, whose names are mentioned hereunder, Sri Binod Kumar Mishra, Sri Dilip Kumar Mishra, Sri Pradeep Kumar Mishra and Sri Arun Mishra. As a consequence to the above declaration, all legal rights in respect of ownership of the property listed in Schedule - I after death of owner shall pass into the cares of the above named four sons of the owner in equal proportion. Accordingly the terms "heirs of the owner" in this agreement will employ the names of the above four sons of the owner, having equal rights to the property listed above. In other words after the death of the owners all rights in regard to Sale, negotiate transfer etc. vested in the above four sons. Thus sisters could not be arrayed as parties to the suit.

जिला एवं सत्र न्यायाधीश का कार्यालय
(सिविल विभाग) दरभंगा

02-1-17

5. That the plaintiff and defendants constitute a joint family mentioned under joint possession of the joint family property, mentioned at the foot of this plaint, but for some time past due to jointness various kinds of difference have cropped up amongst the family

members of the plaintiff and defendants, now it has become difficult in the family to manage the affairs of joint family as most of them presently living out of state for their personal engagement.

6. That plaintiff made several demands to defendants to partition the property by metes and bounds and claim the share in the suit property, but the defendants did not pay any heed and are not paying any attention to the said demand of partition.

7. That from the attitude of the defendants there is no reason to left for the plaintiff than to take shelter of this learned court for partition of the suit lands by metes and bounds.

8. That plaintiff and defendants have got equal share in the lands mentioned at the foot of this plaint.

9. That cause of action arose within the jurisdiction of the learned court, firstly on 15.12.2014 when first demand of partition was made and on several dates thereafter demand were made to the defendants and also lastly on 01.10.2016 when the last demand for partition was made but defendants paid no heed and attention of it amount to refusal and thus the necessity of the filing of partition suit has arises within the jurisdiction of this learned court.

02-1-17

10. That the value of the suit is Rs. 50,00,000/- (Rupees fifty lacs) over which fixed court fee for simple partition is Rs. 250/- is payable thus this suit is

जिला एवं सत्र न्यायाधीश का कार्यालय
प्रतिलिपि विभाग दरभंगा

being filed in the learned court on payment of fixed court fee of Rs. 250/-.

11. That the plaintiff prays for the following reliefs:

i. That on consideration and adjudication of the facts and circumstances set-forth above the learned court be pleased to pass decree in favour of the plaintiff and defendants to the extent of 1/4th share in joint family property.

ii. The court be pleased to appoint survey knowing Advocate Commissioner to carve out a separate patti and pass a decree in favour of the plaintiff over 1/4th suit land and also be delivered possession.

iii. That the cost of the suit be awarded in favour of the plaintiff.

iv. That any other relief of reliefs to which plaintiff be deemed fit to be awarded in favour of the plaintiff.

02-1-17



G.Table

Pt. Lakshmi Kant Mishra
(died on 09.07.2013)
|
Tara Devi
(died in 2014)
|

Binod Kumar Mishra (plaintiff)	Dilip Kumar Mishra (Def.No. 1)	Pradeep Kumar Mishra (Def.No. 2)	Arun Mishra (Def. No. 3)	Manju Choudhary	Kalpana Mishra

Schedule - I

Details of land purchased by Pt. Lakshmi Kant Mishra, by means of registered Deed of Sale, bearing No. Deed No. 5151 dated 30.03.1972 from Mithila Co-operative House Construction Society Ltd. are as hereunder:

7344 Sq.ft. portion of 11 bigha 13 katha 4 dhoor under khata 148, Plot No. 369, Village Mauja Haveli, Darbhanga, Kheraj Jalkar Bankar, Lakshmi Sagar, Darbhanga, P.S. No. 458, Tauzi No. 3331, District Darbhanga.

Schedule - IA

Details of lands purchased at Patna by Pt. Lakshmi Kant Mishra and entered into registered Development agreement with M/S Shreya Construction as hereunder:

02-1-17

All that piece and parcel of the lands alongwith boundary wall from all the sides bearing plot No. 1771B Type B, Thana No. 4, mearsuring an area 573.64 Yard appr. 5162 Sq.ft. approximately situates at Road No. 5A, Rajendranagar, P.S.- Kadamkuan, District- Patna - 800016, within P.M.C. bounded as :-

North- Road No. 5A, South- Plot No. 178 A.
East- Plot No. 183 A + 184 A. West- Plot No. 176 B.

जिला एवं सत्र न्यायाधीश का कार्यालय
प्रतिलिपि विभाग दरभंगा

Measurement

North- 60'3" South- 50'10"

East- 101'3" West- 103'2"

Out of which owners share allotted 50% constructed portion out of which entire 1st and fourth floor and one Car Parking space of each flat owner.

Advocate
2.1.2017

Verification Binod Kumar Mishra

I, Binod Kumar Mishra S/o Pt. Lakshmi Kant Mishra, do hereby verify that the statement made in the plaint, which has been fully read by me are true to my knowledge and belief.

02-1-17

Verified at Laheriasarai, on 02nd day of Jan., 17.

- Binod Kumar Mishra

जिला एवं सत्र न्यायाधीश का कार्यालय
प्रतिलिपि विभाग दरभंगा

12968E 8-8-17 9-8-17 9-8-17
15-7-17

GOVT. OF BIHAR
REGISTRATION EXCISE & PROHIBITION DEPT.
DARBHANGA SCORE DARBHANGA
COURT FEE
Authorization No. 3356

भारत STAMP DUTY बिहार JUDICIAL
INDIA 375279 BIHAR
1952 15/11/97

Sharma 9.8.17

02-1-17

AFFIDAVIT

I, Binod Kumar Mishra aged about 67 years S/o Pt. Lakshmi Kant Misrha, R/o Mohl. Nangagadhi Bdg. P.O.- Lalbagh, P.S.- L.N.M.U. Campus, District- Darbhanga, do hereby solemnly affirm and declare as follows:

1. That I am plaintiff in this suit.
2. That I am fully acquainted with the facts of this suit.
3. That the statement made in the plaint, verification and also this affidavit which have been read by me are true to my knowledge.

Hence this affidavit.

Binod Kumar Mishra
DEPONENT

Identified the deponent who has signed in my presence.
Ravishankar Prasad
Advocate
2.1.17

02-1-17

Binod Kumar Mishra
Identified by Sri ..... R.S. Pd
Advocate Solemnly Affirm & Declare before me
S. Thakur
Notary Public, Darbhanga
2/1/17

जिला एवं सत्र न्यायाधीश का कार्यालय (प्रतिलिपि विभाग) दरभंगा

प्रतिलिपि प्रमाणित
सिरिस्तेदार
1872 की धारा 76 के अधीन

Compared by
Vikas
09.8.17
C.C. C.C. 9-8-17

Schedule XLII—High Court (J) 17 [old C. P. 20]

Suit instituted on.:-02-01-2017
Suit admitted on.:- 13-01-2017
Suit valued of Rs. 50,00000/=
over which fixed Court-
fee of Rs. 250/= realised.
Suit disposed off on.:-19.06.2017

Sheet 9.8.17

DECREE IN ORIGINAL SUIT

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

District DARBHANGA

In the Court of Sub-Judge, 4th at Darbhanga.

Partition Suit No. 01 of 2017

Binod Kumar Mishra S/O Late Laksmi Kant Mishra
of Mohalla - Navagadhi Bela, P.O. Lalbagh → Plaintiff
P.S. L.N.M.U. Campus, Dist. Darbhanga

versus

(1) Dilip Kumar Mishra. (2) Pradeep Kumar Mishra
(3) Atish Mishra, All sons of Late Laksmi Kant Mishra
of Mohalla - Navagadhi Bela, P.O. Lalbagh Defendant
P.S. L.N.M.U. Campus, Dist.- Darbhanga — Defendants.

Note :—The addresses given above are the addresses for service filed by the parties under rules 19 and 22 of Order VII, or under rules 11 and 12 of Order VIII, of the first Schedule to the Code of Civil procedure, with the exception of

who did not appear or omitted to file their addresses

Muharrir

Claim for— The plaintiff has brought this suit seeking relief to pass decree in favour of the plaintiff and defendants to the extent of 1/4th share in Joint family property mentioned in the plaint-under schedules.

The plaintiff further prayed to appoint Survey Knowing advocate commissioner to carve out a separate patti and pass a decree in favour of the plaintiff over 1/4th suit land and also be delivered possession.

Contd-

जिला एवं सत्र न्यायाधीश का कार्यालय
प्रतिलिपि विभाग दरभंगा

अपर न्यायाधीश

प्रतिलिपि शुल्क देय.....
9.8.
प्र० तु० लिपिक

Schedule XLII—High Court (J) 17 [Old C. P.20]

This suit counting on this 19th June, 2017 for final disposal before Sri Thakur Aman Kumar Sub-Judge, 4th Darbhanga. in the presence of Sri Ravi Shankar Prasad, advocate → for the plaintiff and of Md. Irshad, advocate → for the defendant

it is ordered and decreed that उभय पक्ष द्वारा दिनांक 26.04.2017 को दाखिल संधि पत्र को स्वीकृत करते हुए वंदनाम वाद संख्या 01/2017 संधि के आलोक में निस्तारित किया जाता है। संधि पत्र जप पत्र का अंश समझा जायेगा।

अन्डा संधि पत्र कुल नौ पन्ना साल संलग्न।

and that the sum of Rs. ×

as paid by the ×

to the ×

an account of the costs of this suit, with interest thereon at the rate of × per annum from this date to date or realization.

Given under my hand and the seal of this Court, this* 19th day of June 2017

* Enter here the date of the judgment.

O/C
29.07.17

Sd/-
29.07.17

Judge 4th Darbhanga.
01.08.17

कार्यालय अवर न्यायाधीश चतुर्थ दरभंगा

COSTS OF SUITS

Plaintiff	Amount Rs.	P.	Defendant	Amount Rs.	P.
1. Stamp for complaint ...			Stamp for power ...		
2. Do for power ...			Do for petition or affidavit ...		
3. Do for petition or affidavit ...			Cost for exhibition ...		
4. Cost for exhibits. ...			Pleader's fee ...		
5. Pleader's fee on Rs. ...			Subsistence :—		
6. Subsistence :—			(a) for defendant or his agent ...		
(a) for plaintiff or his agent ...			(b) for witnesses ...		
(b) for witnesses ...			Commissioner's fee ...		
7. Commissioner's fee ...			Service of process ...		
8. Service of process ...			Copying or typing charges ...		
9. Copying or typing charge ...					
Total	Nil		Total	Nil	

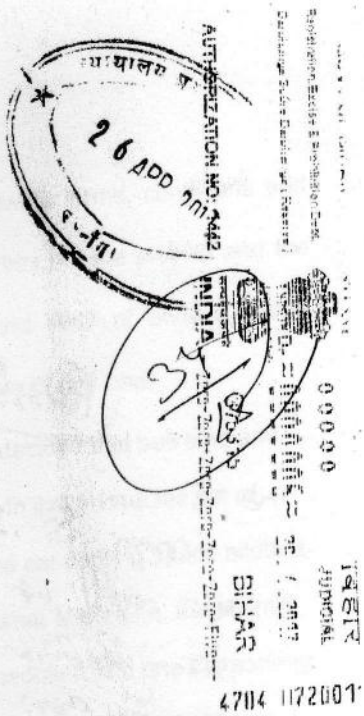
प्रतिलिपि प्रमाणित
सिरिस्तेदार
1872 की धारा 76 के अधीन

Compared by
SPL
S.C. C.C

जिला एवं सत्र न्यायाधीश का कार्यालय

P.S 01/17

26 APR 2017





In

The Court of the Sub Judge No. I

Darbhanga

Partition Suit No. _____ of 2017

Binod Kumar Mishra – Plaintiff

Versus

Dilip Kumar Mishra & others – Defendants.

The humble petition for compromise on behalf of both the parties most respectfully.

Showeth

1. That in order that there should be harmony good relations and good feelings between the parties who are family members as also in order that continuation of litigation will result in bitterness and financial loss as well as wastage of time, the well wishers common relatives and friends, intervened into the matter settled

Select & my
Ranshankar Prasad
Advocate for
the Plaintiff
26.4.17

Md. Irshad
Adv
for defendants
26.4.17



जिला एवं सत्र न्यायाधीश का कार्यालय
(प्रतिलिपि विभाग) दरभंगा

सिविलेदार प्रतिवेदन

महाशय,

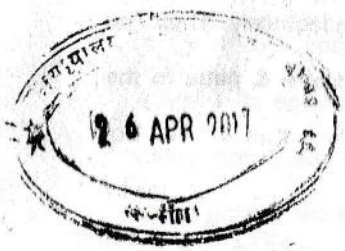
उभय पक्षों के ओर से दाखिल उक्त संधि आवेदन पर चारों एवं प्रतिचारिकता हस्ताक्षर किया गया है जिसे उनके संबन्धित अधिवक्तागण द्वारा सत्यापित किया गया है। अतः उक्त संधि आवेदन पर कुर्बाने की जा सकती है।

सत्यापित
3/5/17
[illegible]

जिला एवं सत्र न्यायाधीश का कार्यालय
(प्रतिलिपि विभाग) दरभंगा

the case outside the court on the following terms, conditions and circumstances agreed upon by the parties i.e. the plaintiff and the defendants with their free will in sound state of body & minds without any coercion and undue pressure of any one.

1. That it has been agreed upon and decided that suit land and building are partitioned and divided in five schedules out of which schedule I land & flat with one car parking space allotted to the share & Patti of Dr. Binod Kumar Mishra i.e. the plaintiff. Similarly said land & flat as per schedule II and one car parking space allotted to the share & Patti to Dr. Dilip Kumar Mishra, i.e. the defendant No. I, Like wise schedule III & IV land & flat with one car parking space allotted to Sri Pradeep Kumar Mishra & Arun Mishra i.e. the defendant No. 3 & 4 respectively and Barsati tile constructed by builder at portico lift for common use mentioned in schedule V.



2. That it has been mutually agreed and decided amongst the parties i.e. the plaintiff and the defendants that as defendant no. 1 who is practising Doctor and presently living at Kolkata, defendant no. 2 who is also working at Mumbai and the defendant no. 3 who is presently living at Bangkok, land situate at Darbhanga allotted to their share and patti are proposed to be taken over by the plaintiff and in lieu of that the plaintiff will adequately compensate them and all the defendants have



gladly relinquished that shares in Darbhanga property in favour of the plaintiff. Thus now the plaintiff being the absolute owner of Darbhanga property which is mentioned in schedule I of the plaint. In this way plaintiff took possession of entire residential land of Mohalla Laxmisagar along with flat No. 101 of 1st floor of Laxmi Tara apartment of Rajendranagar, Patna and one car parking space and Flat No. 103 on 1st floor (2 BHK) along with one car parking space with Sri Arun Mishra Jointly but now Sri Arun Mishra with free will gladly relinquishes his half share in favour of the plaintiff and in lieu of that compensate him adequately. Thus Flat No. 103 on 1st floor exclusively fell in the share & patte to the plaintiff. Similarly Sri Dilip Kumar Mishra took charge of Flat No. 401 on 4th floor (3 BHK) and one car parking space and jointly Flat No. 403 on 4th floor (2 BHK) along with one car parking space with Sri Pradeep Kumar Mishra jointly. Likewise Sri Pradeep Kumar Mishra took charge of Flat No. 402 on 4th floor (3 BHK) and one car parking space and Flat No. 403 on 4th floor (2 BHK) along with one car parking space with Dr. Dilip Kumar Mishra jointly. Likewise Sri Arun Mishra took charge of Flat No.102 on 1st floor and one car parking space and Flat No. 103 on 1st floor (2 BHK) along with one car parking space with Dr. Binod Kumar Mishra jointly but Sri Arun Mishra rdingnishes his half share in Flat No. 103 in 1st floor in favour of the plaintiff.

जिला एवं सत्र न्यायाधीश का कार्यालय
दरभंगा

26 APR 2017

3. That now the plaintiff and all dependants i.e. 1, 2 & 3 enjoyed over their respective share allotted to them mentioned in their respective schedules with their absolute right title and interest therein.

4. That now the parties i.e. the plaintiff and the defendants to get mutated their names with respect to their respective shares /areas allotted to them before the circle and Nagar Nigam concerned and wherever they want to, are free to do so in place of respective holders in spirit of this compromise petition and will pay revenue/ taxes to the State Govt and building tax to the concerned Nagar Nigam and none of the other parties will object to any one if any one well object the same will be null and void on the strength of this compromise. If any necessity is felt, all parties will cooperate each other in the light of this compromise petition whenever they are required for.

5. That all the parties i.e. the plaintiff and the defendants 1 to 3 have come in physical possession over their respective allotted share/areas mentioned in separate schedule thus there is no need of appointment of survey knowing pleader commissioner to carve out the separate share and patti of the respective parties.

6. That the parties shall borne their cost of the suit.

7. That in token of compromise the parties and their respective

advocates put their signature on this compromise petition.

It is therefore prayed that your honour would graciously be pleased to record the compromise and accordingly suit be decreed in terms of compromise and compromise petition shall form part of the decree. And for this parties shall ever pray.

Schedule – I

Details of Land & Flat & Car parking space allotted to the share and patti of the plaintiff Dr. Binod Kumar Mishra out of Joint family property of Dr. Lakshmi Kant Mishra, which he acquired through Deed No. 5151 dated 30.03.1972 from Mithila Co-operative House Constructions Society Ltd. and through Regd. Development Agreement with M/S Shreya Construction as hereunder.

A. 1/4th own share out of 7344 Sq.feet land & 3/4rth share of defendant No. 1, 2 & 3 after adequately compensating them. Total 7344 Sq.feet land pertaining to Plot No. 369 (old) and 1053 (New) under Khata 148m (old) and Khata 1117 (New) Tauzi No. 3331, P.S, No. 458, bounded as follows:-

North – Sri Anil Kishore Choudhary

South – Road

East – Road

West – Sri Gopi Kant Jha

Situated at Mohalla – Lakshmisagar, Darbhanga

B. Details of land purchased at Patna by Late Lakshmi Kant Mishra entered into registered Development Agreement with M/S Shreya Construction.

Flat No. 101 on 1st floor (3 BHK) Exclusive to Dr. Binod Kumar Mishra & Flat No. 103 on 1st floor (2BHK) with Sri Arun Mishra jointly owned but Sri Arun Mishra after got adequately compensation relinguisher his half share in favour of the plaintiff thus now plaintiff got Flat No. 101 on 1st floor (3 BHK) & Flat No. 103 on 1st floor (2 BHK) exclusively. with respect to land of Plot No. 1171 B Type B Thana No. 4 Road No. 5 A, Rajendra Nagar P.S. Kadamkuan Dist.- Patna within Patna Municipal Corporation bounded as follows:

North Road No. 5A

South Plot No. 178 A

East Plot No. 183A & 184 A

West Plot No. 176B

Out of which 50% owner's share

(3) Two Exclusive Car Parking space.

16 APR 2019

Schedule – II

Details of land purchased at Patna by Late Dr. Lakshmi Kant Mishra and entered into registered Development Agreement with M/S Shreya Construction.

जिला एवं सत्र न्यायाधीश का कार्यालय
प्रतिलिपि विभाग दरभंगा

A. Flat No. 401 on 4th floor (3BHK) Exclusive to Dr. Dilip Kumar Mishra and Flat No. 403 on 4th floor (2 BHK) with Sri Pradeep Kumar Mishra Jointly owned:-

Plot No. 1171 B Type B Thana No. 4 Road No. 5 A, Rajendra Nagar P.S. Kadamkuan Dist.- Patna within Patna Municipal Corporation bordered as follows:

North Road No. 5A

South Plot No. 178 A

East Plot No. 183A & 184 A

West Plot No. 176B

Out of 50% owner's share





(3) One Exclusive Car Parking space and one jointly owned with Sri Pradeep Kumar Mishra.

Schedule - III

Details of land purchased at Patna by Late Dr. Lakshmi Kant Mishra and entered into registered Development Agreement with M/S Shreya Construction.

A. Flat No. 402 on 4th floor (3BHK) Exclusive to Sri Pradeep Kumar Mishra and Flat No. 403 on 4th floor (2 BHK) with Dr. Dilip Kumar Mishra Jointly owned:-

Plot No. 1171 B Type B Thana No. 4 Road No. 5 A, Rajendra Nagar P.S. Kadamkuan Dist.- Patna within Patna Municipal Corporation bordered as follows:

12968
15.7.17

8.8.17 9.8.17 9.8.17 9.8.17

North Road No. 5A

South Plot No. 178 A

East Plot No. 183A & 184 A

West Plot No. 176B

Out of 50% owner's share

(3) One Exclusive Car Parking space and one jointly owned with Dr. Dilip Kumar Mishra.

Schedule - IV

Details of land purchased at Patna by Late Dr. Lakshmi Kant Mishra and entered into registered Development Agreement with M/S Shreya Construction.

A. Flat No. 102 on 1st floor (3BHK) Exclusive to Sri Arun Mishra B Plot No. 103 on 1st floor (2 BHK) with Dr. Binod Kumar Mishra Jointly owned:-

Plot No. 1171 B Type B Thana No. 4 Road No. 5 A, Rajendra Nagar P.S. Kadamkuan Dist.- Patna within Patna Municipal Corporation bordered as follows:

North Road No. 5A

South Plot No. 178 A

East Plot No. 183A & 184 A

West Plot No. 176B

Out of 50% owner's share

(3) One Exclusive Car Parking space but after got adequate compensates by the plaintiff Sri Arun Mishra relinquish his half shares of Flat No. 103 (2 BHK) on 1st floor in favour of the plaintiff.

जिला एवं सत्र न्यायाधीश का कार्यालय

प्रतिलिपि शुल्क देय.....
प्रति पृष्ठ लिपिक

Schedule – V

Barsati on Fifth Floor

The builder has promised to construct a Barsati on the fifth floor. The Barsati has not yet been constructed. The Barsati as and when constructed shall remain joint and jointly vested with the ownership of the above named parties (Four brothers i.e. the Plaintiff and the defendants) to be jointly enjoyed by all the aforesaid four brothers.



B. K. Mishra.

(Dr. Binod Kumar Mishra)

26 APR 2017

Dilip Kr Mishra

1. (Dr. Dilip Kumar Mishra)



Received Compromise on behalf of the Plaintiff who has signed in my presence.

Ramashankar Srivastava
Advocate
26.4.17



2. (Sri Pradeep Kumar Mishra)



Arun Mishra

3. (Sri Arun Mishra)

जिला एवं सत्र न्यायाधीश का कार्यालय
प्रतिलिपि विभाग दरभंगा

26 APR 2017

Received Compromise on behalf of the defendants who have signed in my Presence.

Md. Irshad
Adv
26/4/17

Advocate for the Plaintiff

Md. for the defendants

प्रतिलिपि प्रमाणित

Compared by

C.C C.C

दरभंगा नगर निगम, दरभंगा

समेकित सम्पत्ति कर प्राप्ति रसीद

रसीद फरम "एच"

रसीद की क्रम संख्या 7800

रसीद किताब नं० 78

दिनांक 7/6/2019

वार्ड नं० 15/9 मुहल्ला लक्ष्मी सागर होल्डिंग नं० 634/653

गृहस्वामी का नाम श्री विनोद कुमार मित्र पिता/पति का नाम लक्ष्मी कान्त मित्र

कर देनेवाले का नाम

प्राप्त कुल राशि (शब्दों में) (5666=00) पांच हजार छः सौ छियासठ रु

प्राप्त राशि की पूर्ण विवरणी :-

विवरणी	पुराना बकाया		पिछले वर्ष का बकाया	वर्त्तमान वर्ष का कर की राशि	कुल जमा
	अवधि	राशि	वर्ष.....	वर्ष 2019-2020	
समेकित सम्पत्ति कर 9%				5964=	5964=
खाली जमीन का कर				—	—
विलम्ब शुल्क/ब्याज				—	—
छूट				-298=	-298=
अन्य				—	—
कुल				5666=	5666=

प्राप्त राशि बैंक/डी.डी. से है तो चेक/डी.डी.नं० दिनांक, बैंक का नाम, शाखा का नाम.....

चंद्रदेव झा [illegible]

प्राधिकृत प्राप्तकर्त्ता का हस्ताक्षर

दरभंगा नगर निगम

नोट- 1. चेक द्वारा किये गये भुगतान की राशि नगर निगम खाते में प्राप्ति होने के उपरान्त ही यह रसीद मान्य है।

2. किसी भवन/परिसर आदि की सम्पत्ति कर भुगतान करने से भुगतान करने वाले व्यक्ति को उस भवन/परिसर का कानूनी स्वामित्व का अधिकार नहीं प्राप्त होगा।

खाप मालगुजारी।
नाम सर्कल। नाम मौजा मय थाना हो थाना नम्बर।

V

फरद मालकी/फरद रैयती।
नाम रैयत मय वल्दियत जमानदी को सकूनत। नम्बर।

[illegible]	[illegible]	[illegible]	[illegible]

505435 V-49

अराजी नगदी (पक्का/कच्चा) मय तफसील [illegible] भावली।

0-3-17-25	[illegible]

यानी 0-16-8

जोत का सालाना मांग मय तफसील (बकाया वो हाल) मौजूदा साल का।

मांग बाबत 2018-19	सालाना	बकाया				हाल
		तीन वर्ष से ज्यादा।	३रा वर्ष।	२रा वर्ष।	१ला वर्ष।	
माल- गुजारी (नगदी)	160=0				160=0	160=0
माल- गुजारी (भावली)	40=0				40=0	40=0
सेस ...	80=0				80=0	80=0
*सूद ...	80=0				80=0	80=0
मुतफरकात ...	40=0				40=0	40=0
मीजान	400=0				400=0	400=0

तफसील अदायकारी। =800=0

अदायकारी बाबत।	बकाया				मोतावला हाल।	फाजिल
	तीन वर्ष से ज्यादा।	३रा वर्ष।	२रा वर्ष।	१ला वर्ष।		
माल- गुजारी (नकदी)				160=0	160=0	
माल- गुजारी (भावली)				40=0	40=0	
सेस ..				80=0	80=0	
*सूद ..				80=0	80=0	
मुतफरकात ..				40=0	40=0	
मीजान अदायकारी				400=0	400=0	=800=00

(१) मीजान कुल (लफ्जों में) [illegible]
(२) नाम देहिन्दा —
(३) कुल बकाया X

दस्तखत बो तारीख अमला तहसील कुनिन्दा।

*खास महाल का बकाया मालगुजारी पर (सेवाय ऐसे बकायों पर जिन पर कि सर्टिफिकेट जारी हो) सूद नहीं लिया जाता है।

17/02/19

₹2 BIHAR COURT FEE BRCT3157312A1921K 31-JAN-2019

₹1 BIHAR COURT FEE BRCT3102847A1913K 31-JAN-2019

₹2 BIHAR COURT FEE BRCT3151245A1921K 31-JAN-2019

(Duplicate Copy):RPTCO1311/2017 12-Feb-2019

तिथि
Feb 8 2019

आदेश

अभिलेख आज प्रस्तुत किया गया । क्षेत्रिय कर्मचारी ने अंचल निरीक्षक के माध्यम से प्रतिवेदन समर्पित किया । प्राप्त प्रतिवेदनानुसार आवेदित जमीन मौजा हवेली दरभंगा जलकर बनकर थाना Darbhanga

खाता	प्लॉट	रकबा
148	369	0 एकड़,16.8 डिसमील, 0हेक्टर

का बिक्रेता

विक्रेता का नाम	रिश्ता	अभिभावक का नाम
BINOD KUMAR MISHRA	पिता/बाप/अबू	LAKSHMI KANT MISHRA
DILIP KUMAR MISHRA	पिता/बाप/अबू	LAKSHMI KANT MISHRA
PRADEEP KUMAR MISHRA	पिता/बाप/अबू	LAKSHMI KANT MISHRA
AJAY KUMAR MISHRA	पिता/बाप/अबू	LAKSHMI KANT MISHRA

है जिन्होनें निवंधित बिक्री, बिक्री-केवाला संख्या/शपथ पत्र 1/2017 दिनांक Jan 2 2017 के द्वारा आवेदक को बिक्री किए हैं। उक्त जमीन का खतियानी / जमाबंदीरैयत

रैयत का नाम	रिश्ता	अभिभावक का नाम
विनोद कुमार मिश्रा वो दिलीप कुमार मिश्र	पिता/बाप/अबू	लक्ष्मी कान्त मिश्र
प्रदीप कुमार मिश्र वो अरुण कुमार मिश्र	पिता/बाप/अबू	लक्ष्मी कान्त मिश्र

वर्तमान जमीन पर आवेदक का दखल है। सर्वसाधारण सूचना का तामिला प्रतिवेदन प्राप्त हुआ । किसी ने कोई आपत्ती नही की है। क्षेत्रिय कर्मचारी / अं/नि. ने आवेदित भूमि का नामान्तरण आवेदक के नाम से करने हेतु अनुशंसा किया है।

अत: वार्षिक लगान **160रुपये** अलावे सेस के साथ नामान्तरण **स्वीकृत** किया जाता है ।

शुद्धि पत्र हस्ताक्षरित कर निर्गत किया जाता है।। ह0 कर्मचारी पंजी ॥ में आवश्यक संशोधन के पश्चात एक प्रति कार्यालय में वापस करें ।

Digitally Signed by : Arun Kumar Saxena
अंचलाधिकारी Darbhanga

19 Crre



12-Feb-2019
Bihar

बिहार सरकार
राजस्व एवं भूमि सुधार विभाग
अंचल अधिकारी का कार्यालय
Darbhanga,Darbhanga
नामांतरण शुद्धि-पत्र

न्यायालय अंचल अधिकारी, Arun Kumar Saxena **अंचल** Darbhanga **जिला राजस्व ग्राम** हवेली दरभंगा जलकर बनकर **राजस्व थाना संख्या** 458/509 **दाखिल -खारिज वाद संख्या एवं वर्ष** 920/R27 2018 - 2019 पिछला भाग वर्तमान 21 पिछला पृष्ट संख्या 8282 नया भाग वर्तमान 49 नया पृष्ट संख्या 96 जिससे

निम्नलिखित भूमि खारिज कि जानी है...

खाता न.	प्लौट न.	भूमि का रकबा.
148	369	16.8 डिसमील

जमाबंदी रैयत का नाम	विनोद कुमार मिश्रा वो दिलीप कुमार मिश्र -पिता/बाप/अबू -लक्ष्मी कान्त मिश्र

उपर्युक्त जमाबंदी से घटायी जानेवाली भूमि के ब्यौरे					भू-राजस्व
राजस्व ग्राम/राजस्व थाना संख्या	खाता संख्या	खेसरा संख्या	भूमि का रकबा	चौहद्दी	
हवेली दरभंगा जलकर बनकर /458/509	148	369	16.8 डिसमील		

दाखिल-खारिज के उपरान्त नए जमाबंदी रैयत का नाम एवं भूमि के ब्यौरे

नए जमाबंदी रैयत का नाम एवं पूर्ण पता	नई जमाबंदी में प्रविष्ट किये जानेवाले भूमि के ब्यौरे					भू-राजस्व
(BINOD KUMAR MISHRAपिता/बाप/अबू - LATE. LAKHMI KANT MISHRA, जाति-ब्राम्हण, पता-BELA PO-LALBAGH, PS-LNMU DARBHANGA)	राजस्व ग्राम/राजस्व थाना संख्या	खाता संख्या	खेसरा संख्या	भूमि का रकबा	चौहद्दी	
	हवेली दरभंगा जलकर बनकर /458/509	148	369	16.8 डिसमील	पूरबRASTA पश्चिमGOPI KANT JHA उत्तरA.K CHAUDHARY दक्षिणRASTA	160

Approved By : Arun Kumar Saxena
अंचल अधिकारी
Darbhanga

यह एक कंप्यूटर जनित प्रति है
यह प्रपत्र केवल प्रार्थी की जानकारी के लिए है
इसका उपयोग किसी भी न्यायालय में साक्ष्य के रूप में नही किया जा सकता है।

चिरकुट सं० 124 दिनांक 31/1/19

चिरकुट 1X5 5रु

टिकट 1X2 2रु

[illegible] 2X4 8रु

15/-

(पन्द्रह रु० मात्र)

सच्ची प्रतिलिपि निर्गत

प्रधान लिपिक

सदर अंचल, दरभंगा

कार्यालय अंचल अधिकारी

सदर, दरभंगा

दरभंगा 1972 5151/65 219/226

भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

बिहार BIHAR

Y 649604

6/12/19

क्रम सं० 8498 ता० 26.11.2019 मा० 1001

नाम —

पिता/पति विपिन कुमार झा

ग्राम — हाजीपुर कनहरी

जिला - दरभंगा, बाजी नकल

12049: 800.

मुद्रांक विक्रेता

जिला अवर

36590
6-12-19

12239

... निबंधन महानिरीक्षक, बिहार पटना के पत्रांक-76 दनांक-4.5.2000 एवं पत्रांक 1... 30.07.2000 के आलोक में प्रमाणित ... हेतु विशेष अभिप्रमाणित छायाप्रति निर्गत

6/12/19

अभिलेखापाल

निबंधन पदा०, दरभंगा

06-12-2019

... कार्यालय, दरभंगा

शुल्क- ...

... - Fi ... 40 ...

... Fi ...

निरीक्षण- Fiii ... 30 ...

प्रतिलिपि- G ... 78 ...

148

अभिलेखापाल 6/12/19

जिला निबंधक

No 5151 Stamp Rs. 100 + 25 + 3 + 6 + 6 = 140 + 10 Paise R.R.P.

1. Name of vendor The Mithila Cooperative House Construction Society Ltd Darbhanga Registration No 2 Date 60/ Dar dated 10. 2. 1959 registered as a Cooperative Society under B. & C Cooperative Societies Act (Act VI of 1935) through its duly elected and authorised members of the Board of Directors (i) Dr. Parna Nand Das S/o Late Rash Behari Lal Das by Caste Kayasth (ii) Prof Kamesh war Chaudhary S/o Late Babu Gugal Chaudhary & (iii) Dr. Shalik Nath Mishra S/o Late Pt. Gangadhar Mishra by Caste Brahman, all of them teachers of C. M. College, Darbhanga and residing in Town Darbhanga

2. Name of the vendee Dr. Lakshmi Nath Mishra S/o Pt. Dasrath Mishra village Mishrapur P.S. Sultanganj, Sub Registry & Dist Bhagalpur by Caste Brahmin and by profession cultivator

3. Nature of Document Deed of Sale

4. Consideration Rs. 2,717.28 (Rs. two thousand seven hundred seventeen & paise twenty eight only

5. Description of the land sold An area of 7,344 sqft. (seven thousand three hundred forty-four sqft) only a portion of N. B. 13 K. 4 Dhurs Khata No 148 Plot No 369 in vill

Sel Shalik Nath Mishra 30. 3. 72

Sel Mills 2003

Stamp duly mentioned 2.5. Oct 1959 65-65

Addl. duly mentioned municipal act 54.35

30/3/72

30/3/72

30/3/72

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दरभंगा

जिला निबंधक
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१। पृष्ठांकन और प्रमाणपत्रों (सर्टिफिकेटों) की नकल के लिये बायीं ओर का हाशिया।	२। दस्तावेज की नकल के लिये बिचला स्थान (बीस पंक्तियां हर पंक्ति में पन्द्रह शब्दों के हिसाब से)	३। दावी

[illegible]

— — Mouza Haveli Darbhanga Khereij Talkar Barker Lakshmi Sagar
— — Pargana Haveli Darbhanga, Thana Darbhanga, Thana No 458
— — Tauzi No 3331 Dist Darbhanga with boundary as detail in
— — Schedule of property. — — — — — — —

This deed of sale is made the 30th day of March 1972 by Mithila Co-operative House Construction Society Ltd Darbhanga vendor of the first part hereinafter for the sake of brevity referred to as the Society through the members of its Board of Director (i) Dr Purna Nand Das S/o Late Babu Rash Bihari Nand Das (ii) Prof Kaushwar Chaudhary S/o Late Babu Jugal Chaudhary (iii) Dr. Shalik Nath Misra S/o Late Pt. Gangadhar Misra of C. M. College Darbhanga in favour of Dr. Lakshmi Kant Misra S/o Pandit Dushrath Misra, village Mishrapur P.S. Sultanganj Sub Registry of Dist Bhagalpur here in after called the vendee of the second part. Whereas the Mithila Co-operative House Construction Society Ltd Darbhanga registered under the Bihar and Orissa Co-operative Societies Act 6 of 1935 having its registered office at Darbhanga acting through its chairman Dr Lakshmi Kant Misra Principal C. M. College Darbhanga acquired 11 B. 13 K. 4. Dhurs of land including the land shown in Column no 5 here in above on payment of consideration per registered sale deed dated 11. 2. 1966 executed by

T.I. of the executed and the identified are dispensable

1. Purna Nand Das 30.3.72
2. Kaushwar Chaudhary 30.3.72
3. Shalik Nath Misra 30.3.72

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5 ग: [illegible]
30-3-62

[illegible]
30.3.72

Rajkumar Shree Shubheshwar Singh S/o Late Raja Bahadur Visheshwar Singh of Rajnagar Estate and the Society the vendor of the first part has been hereto fore since the purchase in possession of the aforesaid acquired lands with absolute title as owner — — — — —

And whereas the Board of Directors of the Society the vendor of the first part in its meeting held on 6. 1. 1968 by its Resolution No 2 decided to allot and sell plots of land to different members of the Society who are eager to construct building and quarters themselves and have made deposit towards the consideration money.

And whereas the Board of Director in its meeting held on 21. 7. 1968 by Resolution No 3 authorised (i) Dr. Purna Nand Das S/o Late Babu Rush Bihari Lal Das (ii) Prof. Kaneshwar Chaudhary S/o Late Babu Jagal Chaudhary (iii) Dr. Shalik Nath Mishra S/o Late Pt. Gangadhar Misra member of the Board of Directors of the Society to execute sale deed for and on behalf of the Society the vendor of the first part in favour of the different members of the Society to whom the allotments of the plot have been made — — — — — — — — — — — —

And whereas the said Mithila Cooperative House Construction Society the vendor of the first part has agreed with the said Dr. Rakshini Kant

बिहार गवर्नमेंट प्रेस, गया । अनु० २१ फा० सं १

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१। पृष्ठांकन और प्रमाणपत्रों (सर्टिफिकेटों) की नकल के लिये बायीं ओर का हाशिया।

२। दस्तावेज की नकल के लिये बिचला स्थान (बीस पंक्तियां हर पंक्ति में पन्द्रह शब्दों के हिसाब से)

३। टिप्प
दायीं ओर

Mishra S/o Late Dashrath Mishra the vendee of the second part who is a member of the Society and one of the allottees to sell absolutely the vendee the land described in Schedule annexed hereto and also shown in column no 5 above free from all encumbrances charges and claims whatsoever, for the price of Rs. 2,712=00 (Rs two thousand seven hundred twelve & paise only) as mentioned in column no 9. above and the said Late Dashrath Mishra S/o Late Dasrath Mishra shown in column No 2 vendee of the second part has agreed to purchase the said property - - - Now therefore this deed of sale witnesseth that the consideration of the aforesaid resolution and the back details above, the vendor of the first part doth hereby sell transfer and convey absolutely unto the vendee of the second part all that property specifically described in Schedule hereto and also in column no 5. of this deed and all the rights title ownership and interest of the vendor of the first part in the said property free from all encumbrances and the entire consideration money mentioned in Column 4 of the deed has been paid by the vendee of the second part and has been received by the vendor of the first part and the vendee of the second part has been hereby put in possession as owner of the said property shown in Column no 5. above and after

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him the legal heirs of the vendees of the second part shall continue to hold as owners and remain in possession and the vendee of the second part or his heirs shall get his or their name mutated in the land Revenue Department of the State of Bihar or whereas necessary with respect to the property hereby conveyed unto the vendee of the second part, his heirs and shall obtain rent receipt thereof the vendees of the second part shall be subject to the Bye Laws & Rules of the Society as found from time to time — — — — — — — —

The vendor of the first part hereby guarantees to the vendee of the second part that the title and possession of the vendor of the first part over the property hereby conveyed and shown in column 5 herein above is absolute and perfect and in the event of any defect in the title of the vendor of the first part appearing with respect to the whole or any part of the property hereby conveyed or in the event of the dispossession of the vendee of the second part or his heirs from the whole or any part of the vended property the vendor of the first part shall be liable and bound to reimburse the vendee of the second part or his heirs to the extent of loss or damage or dispossession caused to the vendee of the second part or his heirs — — —

In witness whereof the vendor of the first part through the aforesaid (i)

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जिला अवर निबंधक
दरभंगा

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अभिलेखपाल

१। [ष्टांकन और प्रमाण-पत्रों (सर्टिफिकेटों) की नकल के लिये बायीं ओर का हाशिया।

२। दस्तावेज की नकल के लिये बिचला स्थान (बीस पंक्तियां एवं पंक्ति में पन्द्रह शब्दों के हिसाब से)

३। टिप्पणी के दायीं ओर का

Sri Ashoke Nath Jha S/o Late Babu Parshbihari Lal Jha (ii) Ajay Kanchan Chaudhary S/o Late Bachchugopal Chaudhary (iii) Shaik Nath Mishra S/o Late Gangadhar Mishra members of the Board of Director have Signed this deed this 30th day of March 1972 — — —

Executed the sale deed Shalika Nath Mishra 30. 3. 72 Executed sale deed
Sd. Purna Nand Das 30. 3. 72 executed the sale deed Kamesh-
war Chaudhary 30. 3. 72 Shalika Nath Mishra 30. 3. 72 Purna
Nand Das 30. 3. 72 Kamesh war Chaudhary 30. 3. 72 Shalik
Nath Mishra 30. 3. 72 Purna Nand Das 30. 3. 72 Kamesh war
Chaudhary 30. 3. 72 Shalik Nath Mishra 30. 3. 72 Purna Nand
Das 30. 3. 72 Kamesh war Chaudhary 30. 3. 72 Shalik Nath
Mishra 30. 3. 72 Purna Nand Das 30. 3. 72 Kamesh war
Chaudhary 30. 3. 72 Shalik Nath Mishra 30. 3. 72 Purna
Nand Das 30. 3. 72 Kamesh war Chaudhary 30. 3. 72 Shalik Nath
Mishra 30. 3. 72 Purna Nand Das 30. 3. 72 Kamesh war Chaudhary
31. 3. 72 No 1837 Rs. 128/- Rupees are hundred & twenty eight only
Sold to the Chairman, Mithila Cooperative House Construction, Society
Ltd C/o C.M. College, Darbhanga through Musai Bhadari Tree Shaft
Sd. Illegible, Darbhanga Treasury Sharp Clerk 17. 9. 71 No 1837 Rs.
128/- Sold to the Chairman Mithila Cooperative Society Sd. Illegible
Darbhanga Treasury Sharp Clerk 17. 9. 71 No 1837 Rs. 128/- Sold to
the Chairman, Mithila Cooperative Society Sd. Illegible, Darbhanga
Treasury Sharp Clerk 17. 9. 71 [illegible] 23. 2. 62 [illegible]
[illegible]

बिहार गवर्नमेंट प्रेस, गया। अनु० २१ का० सं १

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१। पृष्ठांकन और प्रमाणपत्रों (सर्टिफिकेटों) की नकल के लिये बायीं ओर का हाशिया।

२। दस्तावेज की नकल के लिये बिचला स्थान (बीस पंक्तियां हर पंक्ति में पन्द्रह शब्दों के हिसाब से,

३। दायीं

Read and Compared by
10-5-92

Read and Compared by
10-5-92

Read and Compared by
10-5-92