

INDIA NON JUDICIAL

Government of Odisha

e-Stamp

Certificate No.

Certificate Issued Date

Account Reference

Unique Doc. Reference

Purchased by

Description of Document

Property Description

Consideration Price (Rs.)

First Party

Second Party

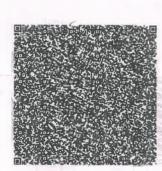
Stamp Duty Paid By

Stamp Duty Amount(Rs.)

- : IN-OD00191855781487Q
- : 23-Mar-2018 12:51 PM
- : SHCIL (FI)/ odshcil01/ CUTTACK/ OD-CTK
- : SUBIN-ODODSHCIL0100205882172887Q
- : PRASANNA KUMAR SAHOO AND OTHERS
- : Article IA-48 Power of Attorney Deed
- : MOUZA CUTTACK TOWN UNIT NO 29 CHAULIAGANJ
- · 2.32.75.000 «
 - (Two Crore Thirty Two Lakh Seventy Five Thousand only)
- : PRASANNA KUMAR SAHOO AND OTHERS
- : MAHADEV GRIHA NIRMAN PVT LTD DIR RAVI KUMAR MODA
- : PRASANNA KUMAR SAHOO AND OTHERS
- : 11.64.000
 - (Eleven Lakh Sixty Four Thousand only)

Mahadey Griha Nirman Pyt. Ltd.

Sun't lunar Sulice Director



-----Please write or type below this line-----

Prasanna Kumer Saho.

Saha Abasanona Sahoe.

Ching Sahoo 23/03/2018

Ching Sahoo 23/03/2018

Kanan bala Sahoo
23/03/2018

Kalyani Sahu.
23/03/2018

Mahadev Griha Nirman Pvt. Ltd.

Director 23(03/2018

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The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.

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Kanan Sahi sahi sahi ma

GENERAL POWER OF ATTORNEY

KNOW ALL CONCERNED BY THESE PRESENTS:

- 1. Prasanna Kumar Sahoo aged about 61 years, pon ALAPS 5162N
- 2. SATYA PRASANNA SAHOO aged about 59 years, pan-ACTPS 86163.
- 3. CHINMAY SAHOO aged about 56 years, pan. Apsps 3207C.

SI No.3 is presently residing at 2, Devtirth Bunglows, New CG Road Opposite Janata Nagar, PO-Chandkheda, Ahmadabad-382424, Gujarat,

All are sons of Late KashinathSahoo;

4. KANANBALA SAHOO, aged about 70 years, daughter of Late KashinathSahoo, wife of Dr. Rabindranath Sahoo, resident of Plot no 880, Mahanadi Vihar, PS-Chauliaganj, Town/Dist-Cuttack. Pon Apops 9980 A Page 1 of 12

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Mahadey Griha Nirman Pvt. Ltd.

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Director

Binala Kuman'i Sahoo.

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Fressenne Kimen School 23/18/18

Sayla pocesconara School 28/18/18

Manan Bala School 18/18

Manan Bala School 18/18

Preserva Kumar Sahiro Pose

Satua boasaanana Sahw

5. KALYANI SAHU aged about 63 years, wife of Late Raj Kishore Sahu; self & mother guardian for and on behalf of Akash Sahu aged about 34 years son of Late Rajkishore Sahu. Pox 80 JPS 48309.

All are Permanent residents of Chauliaganj, PO-Naya Bazar, Cuttack-753004 (Odisha), By Caste :Teli, by profession: Business.

Hereinafter called as the Land owners / Principal which expression shall mean and include their legal heirs, successors and assigns party of the First Part.

And

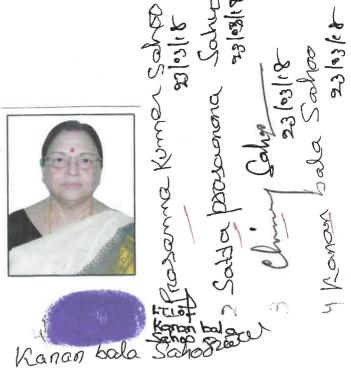
MAHADEVGRIHANIRMAN PVT. LTD. a private limited company incorporated under the Indian companies Act 1956, as per the certificate of incorporation issued by the registrar of companies, Odisha; having its registered office at Plot No.S1/111, Sector-A, Zone-A, Mancheswar Industrial Plot No.S1/1111, Sector-A, Zone-A, Mancheswar Industrial Plot No.S1/1111, Sector-A, Zon

Mahadev Griha Nirman Pvt. Ltd.

Smil mar Sulia Director Bimala Kumari sahab.
23/23/18

Page 2 of 12 BBOR pm. 151001.

Chinmony Sahoo School



Manadev Griha Nirman Pvt. Li.

DIN-02900113.

Director Ravi Kumar Moda, aged about 29 years, son of Deepak Kumar Moda; by Caste: Vaisya, by Profession: Business; herein after called as the Builder Developerwhich expression shall mean and include its directors, successor in interest, and assigns of the Party of the Second Part. Com Pour - AAG Cm 8600 H.

As perc 90 VT bench mark valuation Rs. 2.32,75,000/-WHEREAS

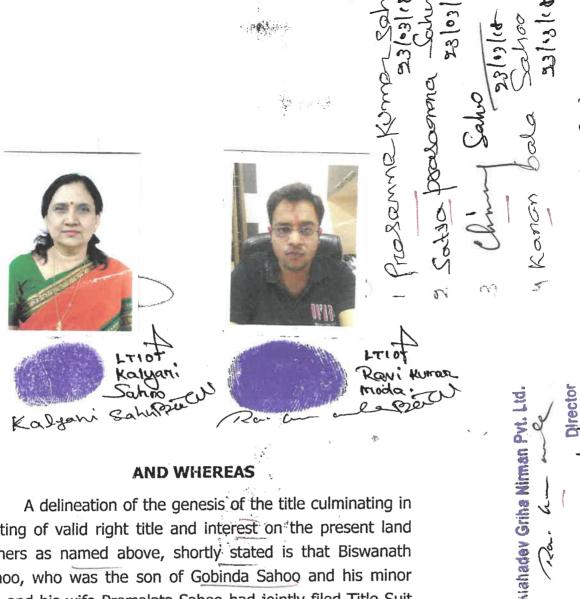
From the record of right published by the settlement authorities in respect of khata no 88 in the year 1990, it is evident that the said land was recorded in the name of Kasinath Sahoo, son of Gobinda Sahoo, Bijay Kumar Sahoo, Raj Kishore Sahu, Prasanna Kumar Sahoo, Satya Prasanna Sahoo, and Chinmay Sahoo sons of Kashinath Sahoo. The said record of right covers two plots being plot No 999 and 1388 having a total area of Ac.1.008 decimal. In the meantime the sons Rajkishore Sahu and Bijay Kumar Sahoo have departed this mortal world.

Page 3 of 12

Mahadev Griha Nirman Pvt. Ltd.

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AND WHEREAS

A delineation of the genesis of the title culminating in vesting of valid right title and interest on the present land owners as named above, shortly stated is that Biswanath Sahoo, who was the son of Gobinda Sahoo and his minor son and his wife Premalata Sahoo had jointly filed Title Suit No 140 of 1973 in the court of Sub Ordinate Judge, Cuttack, for partition against Kasinath Sahoo son of Late Gobinda Sahoo and his sons being Bijay Kumar Sahoo, Raj Kishore Sahu, Prasanna Kumar Sahoo, Satya Prasanna Sahoo and Chinmay Sahoo and mother Chandramani Dei. In the said suit a decree had been passed on the basis of the compromise petition dated 12.6.73, filed by the co owners showing allotment of specific land / plots as per the terms of the compromise petition which has been directed to form a part of the decree.

AND WHEREAS

Smt. Kananbala Sahoo, who is daughter of Kasinath Sahoo had filed Civil Suit No 356 of 2013 in the court of Civil Judge Senior Division First Court, Cuttack claiming a Page 4 of 12

Mahadev Griha Nirman Pvt. Ltd.

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share in the joint family property which had been described as suit property. In the said suit a preliminary decree was passed on 10.2.16 declaring that the plaintiff and defendant no 1 to 4 have 1/5th share in respect of item no 1 of the property. Plaintiff and defendant no 1 to 4 have 1/10th share over item no 2 of the suit property. In the said decree it has been stated that the parties may effect amicable partition in respect of the property described in the plaint in accordance with their defined shares.

AND WHEREAS

In view of the decree passed in Title suit no 140 of 1973 as well as Civil Suit No. 356 of 2013 the present surviving land owners are Kananbala Sahoo daughter of late Kashinath Sahoo, Prasanna Kumar Sahoo, Satya Prasanna Sahoo, and Chinmay Sahoo all are sons of Late Kashinath Sahoo. The co-owner Rajkishore Sahu had died on 30.12.2016 leaving behind his legal heirs and successors including wife Kalyani Sahu, daughter Bidisha Sahu and son namely Akash Sahu, who suffers from mental disability and is not competent to enter into any contract and can be represented by his mother guardian.

AND WHEREAS

The land owners / principal have entered into a collaboration agreement with MAHADEV GRIHA NIRMAN PVT. LTD. having its registered office at Plot No.S1/111, Sector-A, Zone-A, Mancheswar Industrial Estates, Bhubaneswar, Dist.: Khurda; represent through its Director Ravi Kumar Moda, aged about 29 years, son of Deepak Kumar Moda; conferring right and authority upon the developer to execute and construct multistoried / high rise buildings over the land in question comprising independent floor space / flats / commercial units parking space and other facilities and amenities as per the plans to be sanctioned and approved by the Cuttack Development Authority, upon certain terms, conditions and covenants spelt out in the said agreement dated 23/03/2018 executed between the parties.

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Mahadev Griha Nirman Pvt. Ltd.

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Director

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AND WHEREAS

The executants / principal (land owners) had undertaken to execute a Power of Attorney in favour of the Developer Company for effectuating the aims, objectives culled in the completed contract and to translate into reality the scheme formulated by the executant. The company having appraised the principal and having informed that their director Sri Ravi Kumar Moda son of Deepak Kumar Moda, shall be attorney Holder, this power of Attorney is being executed in its favour.

Now know all men by these presents, that we the executants / Principal doth hereby nominate / constitute and appoint MAHADEV GRIHA NIRMAN PVT. LTD. as our lawful attorney to do, perform execute the following acts/ deeds/ things for and on our behalf in terms of the covenants agreed upon and culled in the concluded contract by and between the parties, and within the scope of the authority vested and delegated in favour of the attorney namely:-

To sign building plans and applications and / or other 1. documents as may be necessary for submission of building plans for construction of multistoried / high rise buildings over our said land and submit the same before the Cuttack Development Authority and/ or Cuttack Municipal Corporation and to pay charges / fees as may be assessed by the authority and obtain receipt thereof, to collect such plans and letters of permission after its sanction and / or approval and in that connection to comply with the requirements and requisitions of the Cuttack Development Authority and/ or Cuttack Municipal Corporation and to apply for and obtain no objection certificates from the concerned statutory authorities as may be considered just reasonable and expedient by the said attorney.

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Mahadev Griha Nirman Pvt. Ltd. 🔞

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- 2. To sign and submit all papers, documents, undertakings, applications, as may be called upon to do so by the Cuttack Development Authority and/ or Cuttack Municipal Corporation, for the purpose of ensuring that the building plans are sanctioned and approved.
- 3. To submit revised plan / plans along with the applications, for modification of the original plans, submit the same before the Cuttack Development Authority and or Cuttack Municipal Corporation deposit the requisite scrutiny fees, for obtaining approval of such revised plan, collect such revised plans together with modified permission letter after sanction / approval is accorded by the Cuttack Development Authority.
- 4. To appoint qualified architect, structural engineers for the purpose of preparing building plans including revised plans, for construction of the proposed multistoried / high rise buildings keeping in view the building norms and guidelines crystallized in the Cuttack Development Authority (Planning and Building Standards) Regulation, 2010 or the latest CDA regulation at the time of application.
- statement, petitions, objection, memorandum of appeal and applications, declarations, affidavits and verifications before the competent court / authority in the matter of approval of the building plans and construction of the proposed multistoried / high rise buildings over the land covered under the said plot, and to settle any dispute / claim which may arise during the period of construction with any third party or any dispute that may crop up in course of construction of the proposed multistoried / high rise buildings and take all other steps which are incidental or ancillary thereto.

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Mahadev Griha Nirman Pvt. Ltd.

Page 7 of 12

Sunt huar Sulice Director 6. To appoint any advocate and / or legal practitioner in case of any dispute which may arise relating to the title & possession of the principal in course of construction of the proposed multistoried building, approval of the building plans / revised plans, and such advocate shall be competent to appear before any court / proceeding, for and on behalf of principals and to settle the such litigation expenses & fees of advocates. And the expenses which will be incurred to settle such dispute, same shall be borne by the Principal / land owner from their own share without making liable to the developer.

7. To construct proposed multistoried / high rise buildings over the said land in consonance with the permission to be granted and plan / plans to be approved by Cuttack Development Authority.

- 8. To do all such works pertaining to the construction of the proposed multistoried / high rise buildings over the said land belonging to the principal.
- 9. To take measurement of the plot cause survey and to construct the proposed multistoried / high rise buildings according to the plans and specifications as may be duly sanctioned by the appropriate authority.
- 10. To sign and submit applications as may be required for the purpose of securing and obtaining electricity, water, telephone, drainage, sewerage connection to the proposed multistoried / high rise buildings and other facilities and amenities as may be considered to be just and proper and for that purpose, to comply with the requirements of the concerned authorities and deposit necessary fees / charges as may be called upon to do so as per the demand letters issued by such authority.

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Bimala Kumari

Mahadev Griha Nirman Pvt. Ltd.

Page 8 of 12

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agreements for sale, sale deeds, conveyance deeds, instruments for transfer / assignment mortgage deeds in favour of the prospective purchasers of built up area / flats, parking space, transferring the flat / units / built up space inclusive of proportionate impartible undivided interest in the land and to register the same by appearing before the Registering Officer, Cuttack or any authority or authorities having power to admit execution/ registration of such documents and to take delivery of the deeds upon its registration.

- 13. To apply for and/ or obtain electricity, water, drainage, sewerage and telephone connection, cable T.V. and / or any other facilities that our said attorney may consider to be just expedient and proper.
- **14.** To take all possible steps in the proceeding and / or litigation that may arise during the period of construction.
- 15. To arrange necessary finance required for construction of proposed multistoried / high rise buildings over our land according to the plan and specification as may be legally sanctioned by the appropriate authority by mortgage /pledge builder's share before any financial institution.

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Mahadev Griha Nirman Pvt. Ltd.

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Binala Kunaki Sahoo 23/03/18 11.7

- 17. To apply for inspection and / or inspect judicial records.
- 18. To appoint architects, engineers, contractors consultants, marketers, brokers, supervisors and / or any employee and agents, staff necessary for any of the aforesaid purposes.
- 19. To make advertisement in any papers offering sale of flats / commercial units, built up space, and / or shop rooms of the proposed multistoried / high rise buildings over the said land mentioned in the schedule written hereunder.
- 20. To serve and accept service of summons, notices issued through process of court and other statutory authority, in connection with any dispute which may be set into motion, during construction of the proposed multistoried / high rise buildings and any dispute with third party purchaser in connection with payment of consideration amount as fixed and settled, breach of contractual obligation by the prospective purchasers of flats / units / built up space.
- To deal with all concerned and generally represent us 21. in all matters concerning the development and construction of the proposed multistoried complex, marketability of the built-up space specified as the allocation of the developer and to safeguard our interest inclusive our right to the property and in general to Act on our behalf while ensuring that our interest is fully safeguarded adequately in all matters.

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Page 10 of 12

Mahadev Griha Nirman Pvt. Ltd.

Smil bonar Su Director

4. 3/4

23. To offer the land and the constructed space / built up space in the proposed multistoried / high rise buildings as security before any housing financial institution / banks / non banking financial institutions, at the request of the prospective purchasers availing finance, for payment of the consideration amount as fixed and settled in respect of the flats / units and assign the flat / units / built up space inclusive of proportionate impartible, interest in the land in connection with such loan transaction and execute relevant memorandum of deposit of title deeds, or other deeds and documents and comply with the requirement of such financial institution on that score without making land owners / principal liable.

And we hereby agree that all acts deeds and things lawfully done by us said attorney shall be construed as acts deeds and things lawfully done by us and undertake to ratify and confirm all whatsoever said attorney shall lawfully do or cause to done for and on my behalf by virtue of powers hereby conferred, without incurring any financial liability, which shall be exclusively the liability of the power of attorney holder. This power of attorney is irrevocable till the entire exercise is fully completed.

IN WITNESS WHERE OF, we have set and subscribed our hand and seal in token of affirmation of the delegation of authority spelt out above on this the 23rd day of March 2018 (Two Thousand Eighteen).

Page 11 of 12

Mahadev Griha Nirman Pvt. Ltd.

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Birmala Kumari Sal

SCHEDULE OF LAND

die.

Dist.-Cuttack, DSRO: Cuttack, Mouza: Cuttack Town Unit No. 29, Chauliaganj, Hal Khata No. 88, Hal Plot no 1388 area Ac.0.931 decimal out of Ac.0.998 decimals, which corresponds to part of sabik Khata no 10, 17, 113, Plot No 921, 922, 923, and 925, marked in RED colour revenue sketch map attached herewith for better identification of land.

SIGNED SEALED AND DELIVERED :-

Signature of witnesses and address:

1. Bimajakumari Sahao. 1 Prodomne Kumer Sahao.
23/23/2018
23/2018
Chauliagani
Chung Sahao
23/2018
Cuttack.
Kanan Sala Sahao
23/2018 Cuttack.

2. March - u sign

Sorleman a sex Sett & mother grandler of Akart

avera technism Signature of the

Cerum i Executants

wiahadev Grina Nirman Pvt. Li.

Director .23/03/2018

Signature of the **Attorney Holder**

CERTIFICATE

This is to certify that, this power of attorney has been drafted by me as per the instruction given by both the parties and typed to my dictation in my Personal Computer. I have read over and explained the purport and implication of the rights power and delegation of authority made in favour of the attorney holder. The parties hereto, after clearly understanding the recitals thereof have signed the document in my presence.

Advocate, Bhubaneswar (8.k. mohandy)

Page 12 of 12

Mahadev Griha Nirman Pvt. Ltd.

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Kalyani Sahar

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Mahadev Griha Nirmen Pvt. Ltd.

Director

Mahadev Griha Nirman Pvt. Ltd.

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Form No.25 Nil Certificate Of Encumbrance On Property

Application No. 2018039000375

Certificate No.

EC0392018000314.

Applicant Name: RAVI MODA

Owner Name(as per application) : KASINATH SAHOO AND OTHERS

Having applied to me for a certificate given particulars of registered acts and encumbarances, if any, in respect of undermentioned property:-

Serial No.	Village	Khata No.	Plot No.	Area	North	West	East	South
1	UNIT-29 CHAULIAGANJ-1	88	1388	998 Decimal1000D=1Acre				

I hereby certify that a search has been made in Book 1 and in the indexes relating thereto for 24 years from 01-Jan-1995 to 06-Jan-2018 for acts and encumbrances affecting the said property and that on such search no acts or encumbrance affecting and said property has been found.

Search made and certificate prepared by

Signature Resignation

Search verified and certificate examined by

Signature & Designation

Office: CUTTACK

Date: 08-Jan-2018

Signature of Regis

Note:

(1) If the properties have been described in registered documents in a manner different from the way in which the applicant has described them in the application the transactions evidenced by such documents will not be included in the certificate.

(2) Under Section 57 of the Registration Act and Rule 137(i), persons desiring to inspect entries in the registers and indexes, or requiring copies thereof, or certificates of encumbrances on specified properties should make the search themselves, when the registers and indexes will be placed before them on payment of the prescribed fees.

a) But as in the present case the applicant has not undertaken the search himself, the requisite search has been made as carefully as possible by the Offices but the department will not,on any account,hold itself responsible for any errors in the results of the search embodied in this certificate.

b) And as in the present case the applicant has made the requisite search himself and as its results is shown in the certificate after the necessary verifications the department will not on any account, hold its If responsible for the omissions in it of any acts and encumbrances affecting the said property, not

iscovered by the applicant.

Mahadev Griha Nirman Pvt. Ltd.

Sanit huar tenlio Director

OFFICE OF THE REV. THE PECTOR SADAR-D NO 29 The Tahasildar & Conson But . (Upribilation neport regardley Legal heirs (Gener 1097 for Registration) Tahasal obside memorio 1624 de 6.3-18. WELL reservence to the subject cited maglam, above gong to a refort list, one so foresome Known sahoo Stolate Kerninath Schoolsvill- Experiency ps-chautiagon mist-ecutarey has applied a Legither Centibicede for his barremot his books later was enter Sayou. on beeld enginery it is bound that KABROVAR - SULAN STO GO DEED AS SOLED her been Experied on ela 12 c/ 30/2 B= fagra 12 caposio 40000-Cakes has bee Extract on all-go-as 1974 (insummed) and Dajuntone salico has been Exprised on 44.3012-2016 on venisication of Ron elastourd Water The record Bloods in The man xasioner Sakes Sto Go benda sahon Poi / og tilla Soles Daj Hishore sahon PERSONE BY SCHOOL SOLY PROFORMSONO , Chicomy asako S/o Karinah- Sahoo Caste. TELl. Calun- Mijagim en Wah No. 88 Conder with Could so 29 Chantelogy Plot on 1388-400.998 de Kissam-Glassichene. Above oftenth Of Est. Lake angropping sector? Legal herrs livence coss and fine operalls believe Ry 40 (200 /094) Q7 Lete- Masona Bulio Congress Konstela (10) Sh. SALVER STATE Cafe Billiania POBSLOPPE ASISOIA (James (Lagrand)) age 61 012the state of 5774 ブチケーショ

Mahadev Griha Nirman Pvt. Ltd.

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CAPE ROJ WISHUR SOLVE Doeste Kalynisan ALCEBA SELL (CHOWERD WARD WARDERS) This of bor savorrot you kind In bornatum and necessing action Yours Carrown - Apple Justicities wite ness In Minager School a-Rabin dua noth mehacom g - Jei swam.

Mahadev Griha Nirman Pvt. Ltd.

Smil linear Son

Director



Mahadev Griha Nirman Pvt. Ltd.

Sun't huer Sent's Director

MHI, OPD, Regd. No. 5210 14.9.06

DISTRICT MEDICAL BOARD OF CUTTACK DISTRICT

DISABILITY CERTIFICATE

(Issue under Rules - 4 (2) of the persons with disabilities (Equal Opportunities, Protection of Rights & Full participation) Rules, 1996 & as per the guidelines given by the Ministry of Welfare. Government of India, Gazetted Notification No-4-2/83, HW III dated 6th August 1986.

Sri/Komari/Smt. Akash sahu Age 23 years
S/O, D/O, W/O R. h. Sahu
Resident of AT: Chauliagent Fo: Po: Naya Bazar
PS Chew Liegant DIST LUHLa & is a Physically Handicapped.
He/Ste suffers from Moderate mental Retardation E 10 of
this Her Disability is Temporary / Permanent.
Mark of Identification
He/She comes under the category of Mental Retardation Handicap.
His /Her percentage of Disability is SEVETUS. TWO.
Recommended for Physical Restoration He Cannot carm his Livelihood
I declare that I have not appeared before any medical board & obtained Disability Certificate.
L.F./. of Akash Co attested Signature of the Candidate

Chief District Medical Officer-Cum Chairman Medical Board with Seal & Date Member Medical Board

Specialist Member 9106

with Seal & Date
with Seal & Date

Madical Superintendent

Mental Health Institute

S.C.B. Medical College

CUTTACK.

• Write visually/Hearing/Locomotor/Mental etc.

• Specify Orthopedic/ENT/EYE/Psychiatry etc.

Mahadev Griha Nirman Pvt. Ltd.

Smil mar Soula

स्थाई लेखा संख्या

/PERMANENT ACCOUNT NUMBER

ALAPS5162N



PRASANNA KUMAR SAHOO

आयकर

पिता का नाम /FATHER'S NAME

KASHINATH SAHOO

15, उद्यान म

1

जन्म तिथि /DATE OF BIRTH **29-10-1956**

IRTH

हस्ताक्षर /SIGNATURE

Proserna Kumar

आयकर आयुक्त, भुवनेश्वर

Commissioner of Income-tax(Computer Operations)

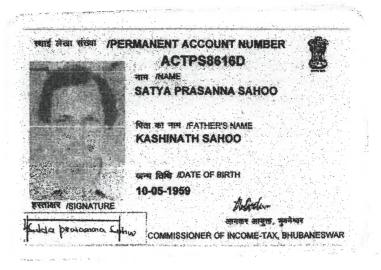
इस कार्ड के खो / मिल जाने पर कृप्या जारी करने वाले प्राधिकारी को सूचित / वापस कर दें आयकर आयुक्त, 15, उद्यान मार्ग, भुवनेश्वर - 751 009.

In case this card is lost/found,kindly inform/return to the issuing authority: Commissioner of Income-tax, 15, Udyan Marg, Bhubaneswar - 751 009.

Mob. Nor. 8984675558

Mahadev Griha Nirman Pvt. Ltd.

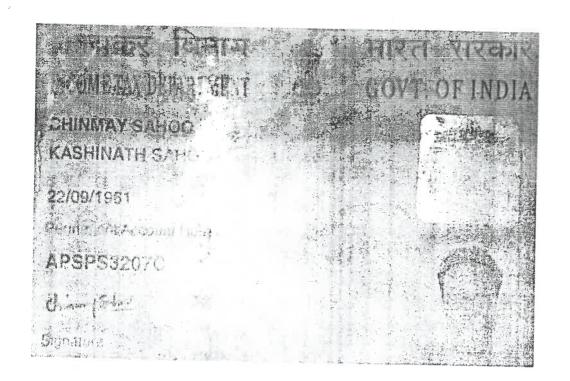
Smil har Sentic Director



इस काई के खो / मिल जाने पर कृप्या जारी करने वाले प्राधिकारी को सूचित / वापस कर वें आयकर आयुक्त, 15, उद्यान मार्ग, मुबनेश्वर - 751 009

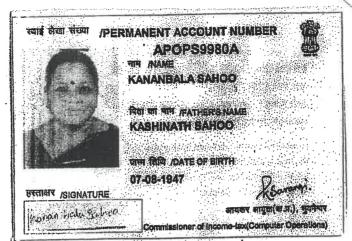
In case this card is lost/found, kindly inform/return to the issuing authority: Commissioner of Income-tax, 15, Udyan Marg,

> Mahadev Griha Nirman Pvt. Ltd. Smil men Sentice Director



Mahadev Griha Nirman Pvt. Ltd.

Director



Kanan bala Sahoo Kanan bala Sahoo

Mahadev Griha Nirman Pvt. Ltd.

Smil har Soule
Director

आयकर विभाग INCOME TAX DEPARTMENT



GOVT. OF INDIA

KALYANI SAHU

JITENDRANATH GHOSH

26/10/1954 Permähent Account Number BCJPS4830G

Kallujorių o Signaturė





Mahadev Griha Nirman Pvt. Ltd. Sail was Sanlie

Director



ଭାରତ ସରହାର GOVERNMENT OF INDIA



କାନନବାଳ ସାକୁ Kananbala Sahoo ହଡ଼କର୍ଷ / Year of Birth 1947 ମହିତ୍ର / Female



9920 8856 4750

ଆଧାର - ସାଧାରଣ ଜନତାର ଅଧିକାର Kanon bala Sahoo

> ଭାରତୀୟ ବିଭିଷ ପରିଚୟ କଖ୍ଅର UNIQUE IDENTIFICATION AUTHORITY OF INCIA

W/O ଜଣ ନବିହୁମ ଆସଂକୂ ଫରେଷ बंद्य है विश्वहर, युवार्थ- गांच एक । Sanco NEAR FOREST ବିଜାୟ ଓ ବଳିଆସର କର ବଳୟ କ୍ରୀତ୍ ଓଡ଼ିଶ 753004

Accress A-CID+Representation COLONY PLOT NO 18. RAHIV (CAVAHAM Chaurégan, Nayacezar Cuttack, Crissa, 753002

Kanon bala Sahoo

Mahadev Griha Nirman Pvt. Ltd.

Smil hnew Sentice Director

ଧରତ ସରକାର RNMENT OF INDIA

of Birth: 1954



792 1761

।ଣ ଜନତାର ଅଧିକାର



୍ଭାରତୀୟ ବିଶିଷ୍ଟ ପରିଚୟ କର୍ଡ଼ପଷ UNIQUE IDENTIFICATION AUTHORITY OF INDIA

ଠିକଣା:

W/O ରାଜ କିଶୋର ସାହୁ, ତଳ ସାହି, ଚାଉଲିଆଗଞ୍ଜ, ନୟାବଜାର, କଟକ, ଓଡିଶା, 753004

Address: W/O Raj Kishore Sahu, Tala Sahi, Chauliaganj, Nayabazar, Cuttack, Orissa, 753004

1 1947 1800 180 1947

 \bowtie help@uidai.gov.in www

Kalgani Sahu,

Mahadev Griha Nirman Pvt. Ltd.

Simil har Soulice Director

ELECTION COMMISSION OF INDIA ଭାରତୀୟ ନିର୍ବାଚନ କମିଶ୍ରନ OR/06/043/086535

IDENTITY CARD ପରିଚୟ ପଡ଼

Elector's Name

: Satyaprasanna Sahoo

ଭୋଟରଙ୍କ ନାମ

: ସତ୍ୟପ୍ରସନ୍ ସାହୁ

Father's Name

: Kasinath Sahoo

ସିତାଙ୍କ ନାମ

ି ଜାଶୀନାଥ ସାହୁ

ex/ଲିଙ୍ଗ

: Male / ପୁରୁଷ

ige as on 01/01/2003 ୧.୦୧.୨୦୦୩ ରେ ବୟସ

: 43

Address

JR106-043/086534

Village/Ward

: Talasahi(Part)

G.P/Town PS

: Cuttack Sadar : Chauliaganja

District

: Cuttack

ଠିଜଣା :

: ତଳସାହି(ଅଂଶ)

ଗ୍ରାପ/ସହର ଥାନା

ଗାମ/ଓାଡ଼ି

: ଜଟକ ସଦର ି ଚାଉଳିଆଗଞ୍ଜ

ଜିଲା

: ଜଟନ

This card can be used as an Identity card Under different Government Programmes. ଏହି ପରିଚୟ ପତ୍ର ବିଭିନ୍ ସରକାରୀ ଯୋଜନାରେ ପରିଚୟ ପତ୍ର ରୂପେ ବ୍ୟବହାର କରାଯାଇପାରିବ ।

Cuttack କଟକ

Facsimile Signature of

31/01/2003 919/09/90091 Electoral Registration Officer For Cuttack Sadar AC

କଟଜ ସଦର

ବିଧାନସଭା ନିର୍ବାଚନ ମଞ୍ଚଳୀର

ନିର୍ବାଚନ ରେଜିଞ୍ଜିକରଣ ଅଫିସରଙ୍କ ଦହଖତ

scitula Baldinana

Mahadev Griha Nirman Pvt. Ltd.

Sunt mar Sent's



ODISHA STATE

Number

: OR-0519850268422

Name

: PRASANNA KUMAR SAHOO

S/D/W of

: KASINATH SAHOO

: CHAULIAGANJA TALASAHI

CUTTACK 753004

Issued on

: 05-10-1985

DoB

29-10-1956BG: O+ve

MCWG LMV Vehicle Class 05-10-1985 05-10-1985 Date of Issue

is licence to drive

Valid till (Transport)
Valid till (Non-Transport) 12-09-2020

FORM-7



OR-0520150000110

Prosenna Kuman Sahao,

Mahadev Griha Nirman Pvt. Ltd.

Sun't know sentic Director

REPUBLIC OF 3014101



PECUIRE IN THE NAME OF THE OF INDIA ALL THOSE WHOM IT BEARER TO PASS FREELT THESE ARE TO RECUEST AND WITHOUT LET OR HINDRANCE WINTO APPORTUDITION OR THE WY CONCERN TO ALLOW THE इसके द्वारा, भारत गणराज्य के राष्ट्रपति

और उसे हर तरह की ऐसी सहायता है कि वे धारक को बिना किसी रोक के नाम पर, उन सभी से जिनका इसक संबंध हो, अनुतीय एवं अपीक्षा की जात टोक के स्वतंत्र रूप से आने-माने और सुरक्षा प्रदान करें BY ORDER OF THE PRESENT OF THE REPUBLIC OF INDIA

भारत गणराज्य के राष्ट्रपति के आदेश स



REPUBLIC OF ATCINT शास्त्र गणसाज्य

हाईप / Type

राष्ट्र कोड / Country Code

पासपोर्ट न / Passport No.

J5172790



खपनाम / Surnolds SAHOR

दिया गया नाम । कि 😉

CHINMAY

शब्दीयता / Nationality

INDIAN

लिंग / Sex

जन्मतिथि / Date of Birth

M

22/09/1961

Green weren / Place of Birth CUTTACK

जारी करने का स्थान / Place of Issue

AHMEDABAD

wiरी करने की तिथि / Date of issue

25/03/2011

समाप्ति की लिथि / Date of Expiry

24/03/2021

P<INDSAHOO<<CHINMAY<<<<<<<< J5172790<41ND6109226M2103248<<<<<<<<<<<

Sun't huar sould a . Scanned by CamScanner

CHUTA PERSON AUTHORISED BY THE HOLDER, IT MUST NOT BE ALTERED OR WUTLLATED IN ANY WAY.

LORS THEFT OR DESTRUCTION OF THIS PASSPORT SHOULD BE EMPEDIATELY REPORTED TO THE NEAREST PASSPORT AUTHORITY OF THE HOLDER IS ABROAD. TO THE NEAREST INDIAN AND TO THE HOLDER IS ARROAD. TO THE NEAREST INDIAN AND TO THE HOLDER IS ARROAD. TO THE REMAUSTIVE ARROAD TO THE STALL A DUPLICATE PASSPORT BE ISSUED.

THIS PASSPORT IS THE PROPERTY OF THE GOVERNMENT OF CULL AND COMMUNICATION RECEIVED BY THE HOLDER FROM A FASSPORT AUTHORITY REGARDING THIS PASSPORT, INCLUDING DEVALUE FOR ITS SURBENDER, SHOULD BE COMPLIED WITH

HES PASSPORT SHOULD NOT BE SENT OUT OF ANY COUNTRY BY

पन्नप्रहा जाने, जोरी हो अने अवदा नह हो जाने पर उसकी सूचना भारत में सबसे रिकट्स प्राप्ताने अधिकारी को अवदा परि प्राप्ताने वारक विदेश में है तो निकटास प्रातारेय प्राप्ता के कार्य को बात हो उन्हें कर प्राप्ता के बात हो उन्हें कर प्राप्ता के कार्य कार्या है जारे किया जाएगा ।

RECUSTRATION

PLUIAN CITIZENS BESIDENT ABROAD ARE ADVISED TO REGISTER ALLASELVES AT THE NEAREST TADIAN MISSIONFOST

यह पनपट डाक हार किसी की देश से बाहर ने केबा जाए। यह पासपीर्ट धारक वा असके द्वार प्रार्थ कुछ न्यांकी के कल्डे में ही होना चाहिए। इसमें किसी भी प्रस्तार का फेरबदन या विकृति को को जानी चाहिए।

द्वित अनुपालन किया जाए।

च्येतावजी ज्यान स्टब्स की सम्पति हैं। इय पासपीट के बारे ये किसी पानपीट अधिकारी ज्याक को बाद कोई सूचना मिलती है। किसपे घनमोट लौटाने की मीग भी शासिन है

डा ने आपनीय नागरिकों को समाह दी जाती है कि वे निकटतम भारतीय प्रिशत। यो प्राप्ता जनवार ।

111

पिला / कानूनी अगिसायक का नाम / Name of Father / Legal Guardian

KASHINATH SAHOO

नाता का नाम / Name of Mother

SULOCHANA SAHOO

पति या पत्नी का नाम / Name of Spouse

PUSPA RANI SAHOO

2-A, DEVTIRTH BUNGALOWS

NEW C G ROAD, CHANDKHEDA

AHMEDABAD-382424

पुरान पारवपार्ट कर ने. और बुराके जारी होने की लिथि पूर्व स्थान / Old Passport No. with Date and Place of Issue

AHDZ54091511

Mahadev Griha Nirman Pvt. Ltd.

Scanned by CamScanner

Director

आयकर विभाग INCOME TAX DEPARTMENT



भारत सरकार **GOVT. OF INDIA**



स्थायी लेखा संख्या कार्ड Permanent Account Number Card

AWEPM9775E

नाग/Name RAVI KUMAR MODA

चिता का नाम/ Father's Name, DEEPAK KUMAR MODA

जन्म की तारीख/ Date of Birth 22/07/1988

हस्तादार/ Signature



इस कार्ड के खोने / पाने पर कृपया सूचित करें / लौटाएं: आयकर पैन सेवा इकाई, एन एस डी एल 5 यी मंजिल, मंत्री स्टर्लिंग, प्लॉट नं. 341, सर्वे नं. 997/8. मॉडल कालोनी, दीप बंगला चौक के पास, पुणे - 411 016.

If this card is lost/someone's lost card is found, please inform/return to: please inform / Feturn to:
Income Tax PAN Services Unit, NSDL
5th floor, Mantri Sterling,
Plot No. 341, Survey No. 997/8,
Model Colony, Near Deep Bungalow Chowk, Pune - 411 016.

Tel: 91-20-2721 8080, Fax: 91-20-2721 8081 e-mail: tininfo@nsdl.co.in

mobno 4439619937

Mahadev Griha Nirman Pvt. Ltd.

Sen'l burar Sent'e Director

आयकर विभाग INCOME TAX DEPARTMENT



भारत सरका GOVT. OF INDI

BIMALA KUMARI SAHOO

SANKHALI SAHOO

01/06/1964 Permanent Account Number BCEPS6106G

Signature





Bimala Kumari Sahao.

Mahadev Griha Nirman Pvt. Ltd.

Sem't huar Seul'e Director

	Registered PoA w	ith Posse	ssion Deed	ed vid value				
	'H POSSESSION		Volume Nu	mber: 37				
Document Date of Execution : 23/03/2	Place of : CUTTACK							
Oocument Number : 1039180	Execution - Registration : 23/03/2018							
		Date TY DETAILS						
Name	Photo		- Committee of the Comm	C-	ignaturo	roper - n		
Name	Photo	1 numi	Impression	O.	ignature			
PRASANNA KUMAR SAHOO				fladarria Rusan Salva,				
SATYA PRASANNA SAHOO				Subje franceing Silve				
CHINMAY SAHOO				c	dig ite			
KANANBALA SAHOO				Book Sale-Sale				
KALYANI SAHU				halped Saing.				
AKASH SAHU MOTHER GUARDIAN KALYANI SAHU				halpen Sides				
	SECOND PA	RTY DET	AILS		.1			
Name	Photo	Thuml	o Impression	S	ignature			
MAHADEV GRIHANIRMAN PVT.LTD REPRESENTED THROUGH ITS DIRECTOR RAVI KUMAR MODA				gla sur men				
	PROPERT	TY DETAI	LS	,		***		
Sl.No. District Village/Thana	Khata Plot Propert	y Area	Kisam	MarketValue	Sabak Khata No.	Sabak Plot No.		
1 CUTTACK UNIT-29 CHAULIAGANJ-1	88 1388 931De	cimal	NOT MAINTION			Not Availabl		
East West North South		Property	Transaction I	Details				
NA NA NA NA	PART OF SABIK K	HATA NO)-10,17,113,PL	OT NO-921,92	22,923,92	5		
	IDENTIFI	ER DETA						
	ther's / Husband's Na	- 10 C C C C C C C C C C C C C C C C C C	Identifie	r Address	- 1	fession		
MANMATH KUMAR DASH LATE	LAXMAN KUMAR DA	SH CU	JTTACK	ş ng =	Advoc	ate		
Name	Photo	Thum	b Impression	S	ignature			
MANMATH KUMAR DASH				Mondo as sure que				

OFFICE OF THE COLLECTOR: CUTTACK

No. 2497 /Rev. dt. 31/07/18

To

Mrs Bidisha Sahu
W/o- Debabrata Padhy
AT:- Chauliaganj
Po- Nayabazar
Dist. Cuttack.

Sub: Adjudication of Stamp duty regarding authentication of power of attorney

In inviting reference to the subject cited above, I am directed to transmit here with the certificate for authentication of General Power of Attorney along with your original documents.

Yours faithfully

Deputy Collector (Revenue)

Collectorate, Cuttack

Mahadev Griha Nirman Pvt. Ltd.

L hnow Cull



Secretary of State

APOSTILLE

(Convention de la Haye du 5 Octobre 1961)

- 1. Country: United States of America
- 2. This public document has been signed by:

ROBERT THOMAS II MORGAN

3. acting in the capacity of:

Notary Public, state of Washington

4. bears the seal/stamp of:

ROBERT THOMAS II MORGAN

CERTIFIED

5. at: Olympia, Washington

6. the: 2 day of March, 2018

- 7. by: Kim Wyman, Secretary of State
- 8. No: T21891768

9. Seal/Stamp



10. Signature:

Given under my hand and the Seal of the State of Washington at Olympia, the State Capital

Kim Wyman, Secretary of State

Mahadev Griha Nirman Pvt. Ltd.

Sund mar Suls

OFFICE OF THE COLLECTOR AND DISTRICT MAGISTRATE, CUTTACK

Certified that the Stamp Duty of Rs. 2,22,100 /- (Rupees Two lakh twenty two thousand & One hundred) only which is full duty chargeable for instrument to be executed relating to "General Power of Attorney "in favour of Mr Rabi Kumar Moda, Director of Mahadev Griha Nirman Pvt. Ltd, Bhubaneswar S/o- Deepak Kumar Moda at Plot No.S1/111, Sector-A, Zone-A, Mancheswar Industrial Estate, Bhubaneswar, Dist.-Khurdha to sell the property of Mouza: Cuttack Town Unit No. 29, Chauliagang Hal khata No. 88, Plot No. 1388, Area-Ac.0.067 dec has been paid "vide Challan No. 52 dt. 02.06. 2018 in the State Bank of India, Cuttack Branch under the Head of Account." 0030 stamps and registration as per section-32 of the Indian Stamp Act. 1899.

COLLECTOR, CUTTACK

Collector, Cuttack

Mahadev Griha Nirman Pvt. Ltd.

Director

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS THAT;

I, BIDISHA SAHU, aged about 40 years, wife of Debabrata Padhy and daughter of Late Raj Kishore Sahu, resident of Chauliaganj, PO: Nayabazar, PS: Chauliaganj, Dist.: Cuttack, at present residing at 2049 16th Ct NE, Issaquah, WA-98029, USA, by Occupation - IT Consultant and by Caste - Teli; (hereinafter called as the Executant/Principal which expression unless repugnant to the context or meaning shall include her heirs, successors and assignees and legal representatives-interest for the sake of this General Power of Attorney);

DO HERE BY appoint, constitute and empower;

Mahadev Griha Nirman Pvt. Ltd.

Smil huar Sulice Director

Page 1 of 5

MAHADEV GRIHA NIRMAN PVT. LTD. having its registered office at Plot No.S1/111, Sector-A, Zone-A, Mancheswar Industrial Estates, Bhubaneswar, Dist.: Khurda; represent through its Director RAVI KUMAR MODA, aged about 29 years, son of Deepak Kumar Moda; by Caste: Vaisya, by Profession: Business; (hereinafter called as the Attorney Holder), as my true and lawful Attorney for me, in my name and on my behalf.

AND WHEREAS, I, the executant, now staying outside the state with my husband, hence unable to look after the property both movable and immovable, situated at Mouza: Chauliaganj, Tahasil Cuttack Sadar, Dist.- Cuttack and as I am staying outside, not able to do the following acts, deeds, things and matters, hence I the Principal/Executant herewith executing this GENERAL POWER OF ATTORNEY in favour of above said ATTORNEY HOLDER to do execute and perform the following acts, deed, things and matters for me in my name and on my behalf in respect of my share mentioned below, THAT IS TO SAY.

- 1) To present any such deed of sale, Gift deed, or any other deed for registration, to admit execution and receipt of consideration before the Sub-Registrar or Registrar having authority for and to have said conveyance registered and to do all acts, deeds and things which my said Attorney shall consider necessary for conveying the said property to the said purchaser, done as fully and effectually in all respect as I could do the same for myself.
- 2) To sign and execute all other deeds, instruments and assurances, which my attorney may consider necessary, to purchase stamp papers and to enter into and / or agree to such covenants and conditions as may be required for selling the property for me and on my behalf.
- 3) To appear for and represent me before any Court, civil, Criminal, Revenue, Tahasil including board of Revenue, Collector, Khurda, Sub-Divisional Officer,

Mahadev Griha Nirman PVt. Ltd.

Page 2 of 5

Sund luner Celle Director

Income Tax Authority, Sales Tax Authority, wealth tax authority, general Administration Department and / or any other Magistrate, Judge or Offices or any other similar authorities duly empowered under Orissa Development Act and rule and before their appellate authority and before the Hon'ble High Court of Orissa and also before the Highest Judiciary of India and to sign, execute, verify and file plaints, written petitions, statements, rejoinders, objections, amendments and also to represent me through Appeal, Revisions etc. in all appellate and revisional court, put signature on the Vakalatnama pertaining to any dispute arises out of the schedule property for me and on my behalf.

- 4) To make, sign and verify all applications or objections to appropriate authorities for all and any license, permission or consent etc. required by law in connection with the management and development of my said property.
- To appoint, engage on my behalf any pleader, advocate or solicitor whenever my attorney holder shall think proper to do and to compromise, compound or withdraw any case (s) or refer to arbitration all disputes and differences and also he is hereby empowered to sign, verify and file application for execution to receive documents or money from any court, office or apposite party and to do all the acts, deeds, things and matters that may be necessary in connection with any case or cases that may arises for the said property.
- 6) To present further necessary corrections if any, on the event of finalization of any cases by the said property authorities or civil cases.
- 7) To arrange construction materials and construct the houses/multistoried buildings with the existing physical possession, engage laborers, apply before the Cuttack Development Authority for approval of plan, execute necessary documents to that effect and apply

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before the P.H.D. and CESU and / or any concerned Electricity authority to avail water and electric connection and execute the necessary documents for availing telephone connection.

8) To take possession on the event of the proper legal consequences by the help of the police concerned if the situation so arises.

AND GENERALLY to do, execute and perform any other act or acts, deed or deeds, matter or things whatsoever which is opinion of my said attorney ought to be done, executed and performed in relation to my property of my concern, engagements and business or affairs ancillary or incidental thereto as fully and effectually as I, myself, could do the same, if I were personally present.

AND GENERALLY TO DO all other acts, deeds and things, which will be required from time to time over the property to be purchased for me and on my behalf.

I, the PRINCIPAL EXECUTATNT do hereby agree and undertake to ratify and confirm all acts, deeds, things and matters which will be done, performed and executed by my said Attorney by virtue of this General Power of Attorney.

SCHEDULE OF LAND

Dist.-Cuttack, DSRO: Cuttack, Mouza: Cuttack Town Unit No. 29, Chauliaganj,halKhata No. 88, halPlot no 1388 area Ac0.067 decimal out of Ac.0.998 decimals, which corresponds to part of sabik Khata no 10, 17, 113, Plot no 921, 922, 923, and 925.

IN WITNESS WHEREOF, I, the above named Executant, after reading and understanding all the clauses of this Deed of General Power of Attorney, signed and executed this on this

__ Day of March, 2018.

Mahadev Griha Nirman Pvt. Ltd. Page 4 of 5

Sund limer Sulla

Director

1. Executant/Principal:

a. Name: Bidisha Sahu

b. Address: 2049 16th Ct NE, Issaquah, WA-98029, USA

B. Sahu.

Bidisha Sahu. Signature of

Executant/Principal

March and 2018

2. Witness 1:

a. Name: Debabrata Padhy

b. Address: 2049 16th Ct NE, Issaquah, WA-98029, USA

Debobrata Podhy Signature March 2nd 2018

3. Witness 2:

a. Name: Sharath Reddy Billoori

b. Address:7749 46th Ave SW, Seattle, WA-98136, USA

/ Signature

MARCH 2, 2018

4. Power of Attorney Holder:

a. Name: Ravi Kumar Moda

 b. Address: Plot No:S1/111, Sector-A, Zone-A, Mancheswar Industrial Estates, Bhubaneswar, Odisha, India

Mahadev Griha Nirman Pvt. Ltd.

a. - u -

Director

Signature of Attorney Holder

Mahadev Griha Nirman Pvt. Ltd.

Page 5 of 5

Smil huar contie

WASHINGTON SHORT-FORM INDIVIDUA (RCW 42.44.100)	L ACKNOWLEDGMENT	
State of Washington County of	} ss.	
I certify that I know or have satisfactor	y evidence that Bidisha Sahu Name of Signer	
ROBERT THOMAS MORGAN II Notary Public State of Washington My Appointment Expires Sep 10, 2019	is the person who appeared before me, and sa person acknowledged that he/she signed the instrument and acknowledged it to be his/hitree and voluntary act for the uses and purpose mentioned in the instrument. Dated: March 2 ^{MD} 2018 Month/Day/Year Signature of Notarizing Officer	nis ner m
Place Notary Seal and/or Stamp Above	My appointment expires: Spt (3th 2)	OF INDIA
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Mahadev Griha Nirman Pvt. Ltd.

Sun L mar Seulse

Director

The oracle to the requirement of the property of the property

IN THE COURT OF SENIOR CIVIL JUDGE: FIRST COURT, CUTTACK

PRESENT:

SRI ASHOK KUMAR PAHI, LLM Senior Civil Judge, 1st Court, Cuttack

Civil Suit (I) No.356 of 2013

1.Smt. Kananbala Sahoo, aged about 66 years d/o-late Kasinath Sahoo, w/o-Dr. Rabindra Nath Saho Resident of Plot No.880, Mahanadi Vihar, P.O-Nayabazar P.S-Chauliaganj, Cuttack-753004

.Plaintiff

-versus-

- 1. Raj Kishore Şahu, aged about 60 years
- 2. Prasanna Kumar Sahoo, aged about 56 years
- 3. Satya Prasanna Sahoo, aged about 53 years
- 4. Chinmaya Kumar Sahoo, aged about 52 years
 No.1 to 4 are all sons of late Kasinath Saho
 All residents of Chauliaganj, P.O-Nayabazar
 P.S-Chauliaganj, Cuttack-753004
 at present Chinmaya Kumar Sahoo, the defendant No.4
 is residing at 2, Debatirah Bunglow, New C.G Road
 Opposite of Janata Nagar, P.O-Chandkheda
 Dist-Alimedabad-382424, Gujarat
- 5. Biswanath Sahoo, aged about 83 years son of late Gobinda Sahoo resident Chauliaganj, PO-Nayabazar, PS-Chauliaganj, Cuttack-753004

CA - 410-19 CA - 31-1-19 23 sweets

SHEWISTADAN

..Defendants

Counsel for the plaintiff

Counsel for the deft No.1

Date of conclusion of argument

Date of Judgment

. .M/S D.P.Parija & others, Advocates ..M/s D. K. Dash & others, Advocates ..04.02.2016

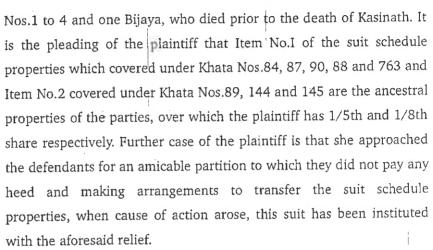
.10.02.2016

JUDGMENT

Seeking a decree for partition of the suit schedule properties the plaintiff has filed this suit.

2. It is the case of the plaintiff that one Gobinda Sahoo is the common ancestor of the parties to the suit, who died in the year 1942 leaving behind his widow, Chandramani Dei and two sons namley Kasinath and Biswanath (Defendant No.5). Chandramani Dei died in the year 2003. Kasinath has left this mortal world leaving behind the plaintiff being his only daughter and five sons, defendant





The defendant No.1 is only contesting the suit. The other defendants have been set exparte. It is the case of the defendant No.1 that if the properties described in Item No.I and 2 of the suit schedule properties are held to be ancestral properties, than the plaintiff is entitled to 1/5th share in respect of Item No.1 and 1/8th share in respect of Item No.2. The further case of this defendant is that there had been earlier partition of the suit schedule properties in the year 1973 which had been filed by Biswanath and his three sons against Kasinath and his four sons along with Chandramani Dei, mother of Kasinath and Biswanath. It is the the further case of defendant No.4 that the said suit ended in compromise and thereafter the parties to the said suit peacefully possessing their respective alloted shares. The entire proceeding in the said suit according to the defendant was within the knowledge of the plaintiff who had accorded her consent for the said compromise. Hence, the present suit for partition in view of earlier partition is not maintainable. Denying the assertions of the plaintiff it is also pleaded that the plaintiff has never approached him as well as other defendants at any point of time for partition of the suit schedule properties. That apart the suit is liable to be dismissed since the plaintiff has not impleaded the three sons of defendant No.5 in this suit. With these contentions the defendant sought for dismissal of the suit.

In view of the above pleadings, the following issues



4.

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have been settled for adjudication :-

- ISSUES
 1. Is the suit maintainable?
 2. Is there any cause of action for institution of the suit?
 3. Are the suit schedule properties joint family properties of the plaintiff and defendants?
- the shares of the parties therein?
- 5. Is the plaintiff entitled to the reliefs claimed or any other relief?

In order to substantiate her plea, the plaintiff has examined herself as P.W.1. She has also produced and proved the suit RORs marked as Exts.1 to 8 respectively. In its turn the contesting defendant No.1 examined himself as DW.1 besides tendering the certified copy of Final Decree proceeding in T.S No.140 of 1973, certified copy of registered sale deeds dt.13.3.1999 and 1.12.1999, marked as Ext.A to C respectively.

FINDINGS

5. Issue Nos. 3 and 4: Both these issues have taken at the first instance ahead of others as they are vital and inter-linked with each other. At the outset it is pertinent to note here that the genealogy as depicted in the plaint has not been challenged by defendant No.1.

The plaintiff during her examination has reiterated the plaint story and in support of her pleading that the suit schedule properties are the ancestral properties produced the certified copy of ROR in respect of Khata Nos.84, 87, 90,88, 763,89,144 and 145 marked as Exts. 1 to 8 respectively. All these documents are marked without objection. While properties under Khata Nos.84, 87, 90, 88 and 763 are the matter reflected in Item No.I, the properties covered under Khata Nos.89,144 and 145 mentioned as Item No.2 in the suit schedule properties. The assertions of the plaintiff that the suit schedule properties are the ancestral properties has not been assailed by the contesting defendant. The only defence of the defendant No.1 is that the suit schedule properties had earlier put to partition in a suit





bearing T.S No.140 of 1973. In support of his such pleading, the defendant No.1 during his examination in court as DW.1 produced the certified copy of the Final Decree proceeding drawn up in the aforesaid suit marked as Ext.A. Law is well settled that the party who pleads previous partition, onus is on him to prove the same. Excepting producing Ext.A, no attempt has been made from the side of defendant No.1 to arrive at a conclusion that the subject-matter of the present suit schedule properties were earlier partitioned in T.S No.140 of 1973. In absence of any material particular no reliance can be placed on the sole document like Ext.A to hold that the suit schedule properties were earlier put to partition. A perusal of Ext.1 to 8, the suit RORs it reveals that Exts. 1,3,4 and 5 stands recorded in the name of Kasinath Sahoo and his four sons, defendant Nos.1 to 4. Similarly Ext.2 stands recorded in the name of Kasinath Sahoo. Exts.1 to 5 are the properties covered under Item No.1 of the suit schedule properties. Exts.6 to 8 are the properties covered under Item No.2 of the suit schedule properties. Exts.7 and 8 stands recorded in the name of Chandramani Sahoo, mother of Kasinath and Biswanath (defendant No.5). The present plaintiff as well as defendant Nos.1 to 4 are admittedly the grand-children of Chandramani Sahoo. Ext.6 stands recorded in the name of Kasinath Sahoo, Biswanath Sahoo along with their sons. Keeping in mind the genealogy of the parties to the suit as well as the recording of names as reflected in the suit RORs, this court is of the firm opinion that the suit schedule properties are the ancestral properties of the parties.

6. Now the next question remains to be answered as to whether the plaintiff, who is daughter of Kasinath Sahoo, a recorded tenant is entitled to a share. Upon amendment curried into section-6 of Hindu Succession Act, the daughters have been regarded as coparcener by virtue of their birth and the law has recognized their right as co-parcenar akin to the right of a son unless there was partition effected by a registered partition deed or by a decree of the court which has attained its finality prior to 20.12.2004 in terms of sub-

section(5) of section-6. At this juncture, I am fortified with the decision reported in 2015 (II) CLR SC, 1146 (Prakash and others vs. Phulavati and others) wherein Their Lordships have observed that that rights under the amendment are applicable to living daughters of living co-parceners as on 9.9.2005 irrespective of when such daughters are born. Disposition or alienation including partitions which may have taken place before 20.12.2004 as per law applicable prior to the said date will remain unaffected. As discussed earlier though the contesting defendant pleaded about previous partition of the suit schedule properties, no convincing materials are produced in this regard. As hold earlier since the suit schedule properties are the ancestral properties of the parties let us discuss what would be the share of the parties to the suit.

- 7. A careful perusal of the property covered under Ext.6 i.e. Plot No.1437, it is ascertained that the status of the said plot is JALASAYA, which is impartiable in nature. As such the same is excluded from the purview of partition.
- 8. Exts.1,3,4 and 5 stands recorded in the name of Kasinath Sahoo and his four sons. There is no quarrel over the matter that out of five sons, one son namely Bijaya Kumar Sahoo died prior to the death of Kasinath Sahoo. Similarly, Kasinath Sahoo died on 12.1.2013. Plaintiff is the daughter of Kasinath Sahoo and upon amendment of section-6 of Hindu Succession Act, she has certain share over the suit schedule properties. In this view of the matter the plaintiff as well as defendant Nos.1 to 4 each are entitled for 1/5th share over Item No.1 of suit schedule properties.
- 9. Ext.7 and 8 are the properties mentioned under Item No.2 of suit schedule properties. Both the aforementioned khatas stands recorded in the name of Chandramani Dei, who died in the year 2003 leaving behind her two sons namely Kasinath and Biswanath (defendant No.5). After her (Chandramani) death properties covered under Ext.7 and 8 devolved upon her two sons and accordingly both Kasinath and Biswanath are entitled for ½ share over



SHERISTADAR

the same. As the plaintiff and defendant Nos.1 to 4 are the successorsin-interest of Kasinath, they are entitled for 1/10th share each over
the ½ share in respect of the properties covered under Ext.7 and 8
whereas the defendant No.5 is entitled for rest ½ share over the same.

- 10. The contesting defendant raised his accusing finger that the suit is bad for non-impleadment of sons of defendant No.1. I have already discussed that Ext.6 stands recorded in the name of Kasinath, Biswanath along with their sons. Since the status of the property covered under the said khata i.e. Khata No.89 is JALASAYA, the same is excluded from the purview of partition. So, non-inclusion of sons of defendant No.1, in my humble view no way affect the maintainability of the suit. With these observations, the issues are answered in favour of the plaintiff.
- well as in her pleadings averred that she had approached the defendants for amicable partition of the suit schedule 'and to which the defendants did not pay any heed, rather making arrangement to transfer the suit schedule land. Though plaintiff, PW.1 cross-examined at length, nothing elicited from her mouth to disbelieve the assertions of the plaintiff as produced herein above. Besides the above, for the answer given in issue Nos.3 and 4 and considering the pleadings of the parties, which are reproduced in the recorded evidence of the witness, I have reasons to say that the plaintiff has every cause of action to file the suit for partition, which is therefore, found maintainable and thus, the plaintiff is found entitled for the reliefs, so sought in the plaint. Hence ordered:-

ORDER

The suit be and the same is decreed in part preliminarily on contest against the defendants. It is hereby declared that the plaintiff and the defendant Nos.1 to 4 have 1/5th share each over Item No.1 of the suit Schedule properties. Similarly the plaintiff and defendant Nos.1 to 4 have 1/10th share each over ½ of Item No.2 of suit schedule properties whereas the defendant No.5 has rest ½



SHERISTADAR

share over it except Plot No.1437 of Khata No.89 (Ext.6). It is hereby made clear that since status of plot No.1437 under khata No.89 reflected as JALASYA, the same is excluded from the purview of partition. The parties are directed to effect an amicable partition in respect of the property, described in plaint-schedule in accordance with the above-defined shares, within a period of two months hence, failing which any of them is at liberty to approach this court for actual division of the lands and allotment of specific parcels out of the same in accordance with the above-declared shares. In the facts and circumstances, there is no order as to cost of the suit and the parties are directed to bear their own cost incurred by them.

Pleaders fees as per contested scale.

Senior Civil Judge, 1st Court, Cuttack

The judgment is pronounced in the open court today, the 10th day of February, 2016 under my signature and seal of this court.

Dictated & corrected by me

Senior Civil Judge, 1st Court, Cuttack

Senior Civil Judge, 1st Court, Cuttack

List of P.Ws examined:

PW.1

Smt. Kananbala Sahoo

List of D.Ws examined on behalf of defendant No.1:-

D.W.1: Raj Kishore Sahoo

List of exhibits marked on behalf of the plaintiff:

Ext.1	C.C of ROR bearing Khata No.84
Ext.2	C.C of ROR bearing Khata No.87
Ext.3	C.C of ROR bearing Khata No.90
Ext.4	C.C of ROR bearing Khata No.88
Ext.5	C.C of ROR bearing Khata No.763
Ext.6	C.C of ROR bearing Khata No.89
Ext.7	C.C of ROR bearing Khata No.144
Ext.8	C.C of ROR bearing Khata No.145

List of exhibits marked on behalf of the defendants:





-8‡

C.S.356/13

Ext.A C.C of Final decree in T.S No.140 of 1973

Ext.B C.C of registered sale deed No.1199 dt.13.3.1999

Ext.C C.C of registered sale deed No.4704 dt.1.12.1999

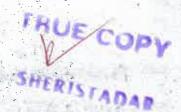
Senior Civil Judge, 1st Court, Cuttack



Schildule XLII--High Court No. (J) 17 [Old C, P. 20]

DEGREE IN ORIGINAL SUIT

(Order XX. Rules 6 and 7, Code of Civil Procedure)



DISTRICT Cuttack.

In the Court of C. J. (S. D.) 18f. Court at Cuttaex

Civil SUIT No. 356

Instituted on 176.13 OF 200/3 Danibes on 24.6.13

Smt Kananbala Sahoo, aged about 66 years.

DIO: Lale Kasmath Sahoo,

W/O. Dre. Rabin Orea Nath Sahoo.

Resident of Plat No. 880. Mahanadi vichare.

10: Noyabazare, P.S. Chauliagani

Cuttaer. 753004

Plaintiff

Plaintiff

- Vres -Raykishore Sahu aged about boyears.

2. Preasanna Kumare Bahoo, aged about 56 years.

3. Sofya Procesanna Solion, aged, al

4. Chinanaya Humare Sahoo aged about 52 years;

Sl. NO 1 to y are allversus some of late Kashinalh sahoo allare registents of Chaulingon

PO Noyabazare P.S. Chauliagary

Cuttaer 753004.

At present Chipmaya Kumaure Sahoo I We defendant

No.4 1's resteling at 2. Debatively Bunglow.

New corrected, of Jonale Nagare.

Fo Chandkheala Dist Bhroolabad-382424, Crygareal 5 Biswanali Sahoo, aged about 83 years.

910-Late Cobrola Salvao.

Resident of Chambragory, P.O. Nayobozane, Ps Chaulingon Cuttaer 753004 - Dekendonte.



Giann for

The address given above are the address fore service pleaf by the parties under Rules 19 ord 22 of order VIII ore under Rules 11 and 10 of order VIIII of the pirest schoolable to the circ

Such Clerce

Share in suit schedule property and fare permanent injunction

The suit is valued at Re6,00,000/- Rom.

Noe purpose of partition and 100/- ken perenoment
injunction, for two purpose of court fee and
surersoliction. Court Rec words of RE 312/- 13,040-6.

But not paid as two plaintiff Boing on woman.

SCHEDULE OF PROPERTY

Stem-1

Ca) Mouza: Cuttaez Sahare Unit No. 28 Parsa
Thoma . Chauliagonj. Thoma No. 5.
Thahasel - Cuttaez Saclare, Tahasel. No. 235.
Zella: Cuttaez Sthitibon Khala No. 84

796 - AC 0.315 799 - AC 0.004.0.0019 Hederces 9/201 801 - AC 0.011-0.0046 Hectares 61.001 808 - AC 0.094 869 - AC 0.094 870 - AC 0.015 871/1020 - AC 0.015

commot.

Plot No	preed
871	AC 0:391 SHERISTADAR
872 -	AC 0.772
873 -	AC 0.054
798	= ACO:371-0:1503 Hectares 7 Kadi
800	AC 0.056-0.0229 Hectories 91x000.
12 plots	AC 2.450-0.1797 Hederces / Hod.
k / al	

Mouza : aitael Sahara Unit No. 29, Chauliagons
Thona: Chauliagons. Thona No. 4. Tahasil: Cuttaes
Saclar, Tahasil No. 234, Zilla: Cuttaes
Silvitiban Whata No. 84.

PROL NO.

14381438143914

Thoma No. 4, Tahasil Cultaex Baolon, Tahasil No. 234 Zilla - Cultaex, whata No. 90

> Plot no Area 719 Aco.040 19Rot Aco.040 dee

MOUZO: CUHARZ Sahar Unit No.29. Chaulogony.
Thona. Chaulogony, Thona No.4. Tahasil-Cutarz.
Saclare Tahasil No 234, Zilla-cutarz.
SINITIBON INhata No.88.

Plot N/0. Bried 999 Ac 0.010 1388 Ac 0.998 2 Plots Ac 1.008 dec

CE) Mouza: Cuttaez sahar. Unit No. 29. Chaulogory
Thoma-Chauliagory Thoma No. 4. Tahasil. Cuttaez

Eadar. Tahasil No. 234. Zilla. Cuttaez

SINITIBON Ishata No. 763

Arcea Plax NO 792 Ac 0.063 Ac. 0.063 deps 1760+

Stem-2

(a) Moura: cuttale Sahare Unit No. 29, Chauliagani, Thora: Cheeliagoni, Thona No. 4. Telasil: Cultack eadlon Temperal NO. 234, Zilla: Cuttaer, Ellitizan Mata No. 89

PROX NIO AMEA 1437 AC 0.23 AC 0.230 I Plot "AC 0.230 decs

(b) Mouza, Cuttaer Sahar Unit No. 28 Paisa Thoma. Chaulagory, Thoma No.5. Tahasil: Cullace Sadan. Tahasil No. 235, Zilla. CuHack silvitiban lahata No. 144.

> Plot No nc 0.490 -0.1983 Heclaries De0.490-0.1983 Hoclares

(c) Mouza: Cuttaex Saharca, Unit No 28 120 80. Thank Charlegoni, Thank No. 5 Tahard - Cullacis Sadare, Tabasil No. 235. Zilla Cultace Sturrban Ishata NO. 145.

> Plat No Arcea-DC 0.670 112Cat Be 0.670 dee.



This suit coming on this 10/1 day of Feb 2016 for final disposal before

Shrei Ashak Kumare Pahi, C. J. (SD) 18f. Cuttaex in the presence of

M/9 D. P. Parcy'a & others advocates for the Plaintiff

14/2 DIL Dash and owers, advocate

for the Defendant Not.

is ordered and decree that the suit be and the same is decreed in 1 set encliminarcity on contest against we alatendants 11.18 bereaby afactaned twat two plaintiff and the alaberalant Nos 1 to 4 I we 1/5/h share each over item No.1 of we suit schedule properties, Simplandy two plantiff and obefordant Mos 1404 here 1/10/1 share each over 1/2 of stem 10.2 of sud schooling prespecties where as me defendent No 5 has reed to share over it encert FROL NOT 1437 of whata No. 89 (Frt. 6). It is hereby made clear two gines status of plat No. 1437 under Ishata No. 89 reflected as JALASYA, we come re encluded from the purious of paretition. The parties are directed to exect on smireable partition in respect of the prespectly described in plaint schedule in accordance with two abovedelined shares, willing a pereiod of two months hence Revising which any of mem is at liberty to appre oach Iwis court for actual almoston of the and allotment of specific parcels out of the some in accordance with the above accelered chares on the facts and circumstances, twere is no oredere as to cost of the guit oral the factive are alreeded to bear wein own cost incurred by Pleaderns fee as per centested scale.



and that the sum of Rs.

be paid by the

to the

on account of the costs of this suit with interest thereon at the rate per cent per annum from this date to date of of realization.

* Enter here the date of the judgment.

Given under my hand and the seal of this Court, this*

February 200/6

COURT OF SUIT

,						
Plaintiff	Ī	Rs.	Р.	Defendant	Rs.	P.
1. Stamp for plaint		- سي	a i	Stamp for power	6	20
2.Do. for Power	••	6	90	Do. for petition	102	-
3.Do. for exhibits		-	-	Pleader's fee 6,00,000/		
4. Pleader's fee on Rs.	0/-	10,00	00	I .		
5. Subsistence for witne	esses	~	•	Service of process		
6. Commissioner's fee	•••	-	-	Commissioner's fee	30	C
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11 5 MAY 2018

Consolidated Petition

In the court of the Civil Judge, (Senior Division) First Court, Cuttack. Civil Suit (I) No. 356 of 2013

In the matter of:

An application seeking Final Decree for actual division of the suit property by metes and bounds.

in the matter of:

Smt. Kananbala Sahoo aged about 69 years D/o. Late Kashinath Sahoo, W/o- Dr. Rabindra Nath Sahoo, Resident of Plot No. 880, Mahanadi Vihar, P.O Nayabazar, P.S. Chauliaganj, Cuttack - 753004

Petitioner Plaintiff

Kanan bala Sahar 14.5 18

Vrs.

1. (a) Smt. Kalyani Ghosh @ Sahoo Aged about 62 years

Widow of Late Raj Kishore Sahoo

1. (b) Smt. Bidisha Sahoo Aged about 35 years

D/o- Late Raj Kishore Sahoo

1. (c) Akash Sahoo

Aged about 33 years

S/o- Late Raj Kishore Sahoo

All of Chauliganj, P.S- Chauliaganj

P.O- Naya Bazar, Cuttack - 753004

Petitioner 1(b) now residing in U.S.A.

is represented through her mother, the Petitioner No.

1(a) being her Power-of Attorney holder and the

Petitioner No. 1(c) is represented through her mother,

the Petitioner No. 1(a)being mentally handicapped

from his birth.



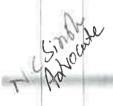
- 2. Prasanna Kumar Sahoo, aged about 60 years
- 3. Satya Prasanna Sahoo, aged about 57 years
- 4. Chinmaya Kumar Sahoo, aged about 56 years

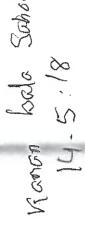
No 1 to 4 are all sons of Late Kashinath Sahoo,
All permanent residents of Chauliaganj,
P.O- Nayabazar, P.S- Chauliaganj,
Cuttack – 753004

Chinmaya Kumar Sahoo,
the defendant no. 4 is at present residing
at: 2, Debatirth Bunglow, New C.G. Road, Opposite of
Janata Nagar, P.O- Chandkheda,
Dist: Ahmedabad – 382424,
Gujarat

5. (a) Smt. Pratima Sahoo
aged about 62 years
D/o- Late Biswanath Sahoo
and W/o- Hemanta Kumar Sahoo
Residing at R1/3-256
At/Po- IRC Village
P.S- Nayapalli
Bhubaneswar – 751015

5. (b) Manmatha Nath Sahoo aged about 61 years S/o- Late Biswanath Sahoo Plot No. 754/12, Jayadev Vihar, P.O/P.S- Nayapalli, Bhubaneswar- 751013







5. (c) Somnath Sahoo, aged about 56 years S/o- Late Biswanath Sahoo Residing in HIG 2/103 Sri Satya Sai Enclave At- Aiginia, P.O/P.S- Khandagiri, Bhubaneswar- 751030

5. (d) Smt. Nilima Sahoo, aged about 59 years, D/o- Late Biswanath Sahoo, and W/o- Sarat Kumar Sahoo, At- Thoria Sahi, P.O- Buxi Bazar, P.S- Mangalabag, Cuttack – 753001

5. (e) Dr. Tapan Kumar Sahoo, aged about 54 years S/o- Late Biswanath Sahoo, Residing at E-404, Plot No. GH 04 Sector-43, Sudar Vihar, Gurgaon, Haryana- 122003

Opposite Parties
Defendants

The humble Petition of the Petitioner/Plaintiff named above:

Most Respectfully sheweth:-

1. That the Petitioner as Plaintiff filed the aforesaid Civil Suit (Civil Suit (I) No. 356 of 2013) for partition of the suit property of the suit property as per the schedule below, against the Opposite Parties/defendants which has been decreed preliminarily by this Hon'ble Court vide judgement dated 10.02.2016 and decree dated 22.02.2016 wherein it is ordered as hereunder:-

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Kanan bala Sabor 14.5.18

THE POPL

Kanon bala Sahob

"the suit be and the same is decreed in part preliminarily on contest against the defendants. It is hereby declared that the plaintiff and the defendants nos 1 to 4 have 1/5th share each over item no. 1 of the suit schedule properties. Similarly the Plaintiff and the defendants no. 1 to 4 have 1/10th share each over half of item no. 2 of the suit schedule properties whereas the defendant no. 5 (has now 5(a) to 5(e)) rest ½ share over it except plot no. 1437 of Khata No. 89 (Ext. -6). It is hereby made clear that since status of Plot No. 1437 under Khata No. 89 is reflected as Jalasaya, the same is excluded from the preview of partition. The parties are directed to effect an amicable partition in respect of the property described in the plaint schedule in accordance with the above defined shares within a period of two months hence failing which any of them is at liberty to approach this court for actual division of the land and allotment of the specific parcels out of the same in accordance with the above declared shares."

1 byour

2. That the Opposite Party No. 1/Defendant No. 1 alone had been contesting in the suit. The other Opposite Parties/Defendants had been set ex-parte as they neither appeared nor filed any written statement inspite of sufficient notice from the Court.

3. That on 10.02.2016 and 22.02.2016, the judgment and the preliminary decree were passed respectively in the suit against the Opposite Parties/ Defendants entitling the Petitioner/Plaintiff and the Defendants No. 1 to 4 to 1/5th share each over item no. 1 of the suit schedule properties. Similarly the Petitioner/Plaintiff and the Opposite Parties No. 1 to 4/Defendants No. 1 to 4 were declared to have 1/10th share each over half of item no. 2 of the suit schedule properties whereas the Opposite Party No. 5/Defendant No.5 has been declared to have rest half share over it.



That in the Preliminary Decree, though the parties were directed to effect partition of the suit property amicably within two months from the date of the aforesaid judgment and decree, the Opposite Parties/Defendants did not pay any heed to the request/approach of the petitioner/plaintiff and the direction of the Hon'ble Court for effecting partition of the suit land on some pretext or other. Therefore, the suit property could not be partitioned by metes and bound as yet, inspite of the direction of the Hon'ble Court in the preliminary decree. Hence this petition became imperative for seeking final decree.

- 5. That the petitioner/plaintiff is now above 69 years and remaining frequently ill involving high expenditure on her health.
- decree has been passed to that effect in order to prevent multiplicity of litigations and to do complete justice to the parties and to effect actual physical division of the suit land by metes and bounds amongst the parties to the suit and in accordance with the preliminary decree passed by this Hon'ble Court, the Final decree may kindly be passed carving out the actual separate physical share of the Petitioner/Plaintiff over the suit land by a survey knowing Commissioner or else the Petitioner-Plaintiff shall suffer irreparable loss and injury which cannot be compensated in any manner.

PRAYER

It is, therefore, prayed that a survey knowing Commissioner may kindly be deputed to carve out the actual, physical, separate share of the petitioner/plaintiff over the suit schedule property and accordingly the final decree may kindly be drawn/passed as per law;

And pass such other order/orders as this Hon'ble Court may deem fit and proper in the facts and circumstances of this case for complete and effective relief to the Petitioner/Plaintiff:

And for this act of kindness the Petitioner/Plaintiff shall as in duty bound ever pray.

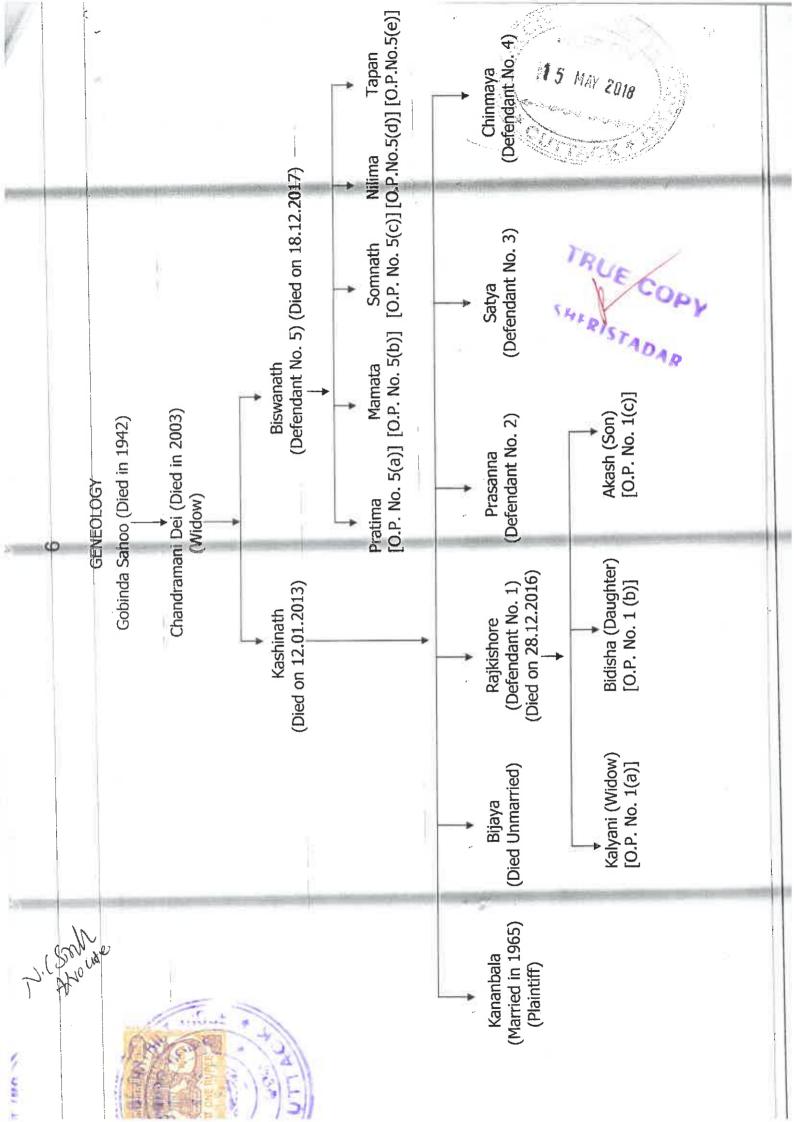
Cuttack Date: <u>15/5/2018</u>

By the Petitioner/Plaintiff through

Advocate

Kanan (4)





Schedule of Property

Item -1

(a)

Mouza – Cuttack Sahara Unit No. 28 Paisa

Thana - Chauliaganj, Thana No. 5, Tahasil - Cuttack Sadar,

Tahasil No. 235, Zilla – Cuttack, Sthitiban Khata No. 84

Plot No	Area Ac0.315	
796 799	Ac0.004 - 0,0019 Hectares 9 Kadis	
801	Ac0.011 - 0.0046 Hectares 6 Kadis	04
806	Ac0.094	3
869	Ac0.145	B
870	Ac0.015	5
871/1020	Ac0.219	8.00
871	Ac0.391	9 -
872	Ac0.772	e 30
873	Ac0.054	B
798	Ac0.371 - 0.1503 Hectares 7 Kadis	anan [7.5]
800	Ac0.056 - 0.0229 Hectares 9 Kadis	
12 Plots	Ac2.450 - 01797 Hectares. 1 Kadi	

11 5 MAY 2010

(b) Mouza – Cuttack Sahara Unit No. 29 Chauliaganj, Thana – Chauliaganj, Thana No. 4, Tahasil – Cuttack Sadar, Tahasil No. 234, Zilla – Cuttack, Sthitiban Khata No. 87.

Plot No.	Area
1438	Ac0.080
1439	Ac0.044
2 Plots	Ac0.124 dec.

(c) Mouza-Cuttack Sahara Unit No. 29 Chaüliaganj, Thana — Chauliaganj, Thana No. 4, Tahasil- Cuttack Sadar, Tahasil No. 234, Zilla-Cuttack, Stihitiban Khata No. 90.

Plot No.	Area	
719	Ac0.040	
1 Plot	Ac0.040 dec.	

(d) Mouza-Cuttack Sahar Unit No. 29 Chauliaganj, Thana-Chauliaganj, Thana No. 4, Tahasil - Cuttack Sadar, Tahasil No. 234, Zilla-Cuttack, Sthitiban Khata No. 88.

Plot No.	Area
999	Ac0.010
1388	Ac0.0998
2 Plots	Ac1.008 dec.





Mouza - Cuttack Sahar Unit No. 29 Chauliaganj Thana-Chauliaganj, _(e) Thana No. 4, Tahasil - Cuttack Sadar, Tahasil No. 234, Zilla - Cuttack, Sthitiban Khata No. 763.

Plot No. 792 1 Plot

<u>Area</u>

1 5 MAY 2018 Ac0.063

Ac0.063 dec

Item - 2

Mouza - Cuttack Sahar Unit No. 29 Chauliaganj Thana - Chauliaganj, (a) Thana No. 4, Tahasil - Cuttack Sadar, Tahasil No. 234, Zilla - Cuttack,

Sthitiban Khata No. 89.

<u>Area</u> Plot No. Ac0.230 1473 Ac0.230 dec. 1 Plot

Mouza - Cuttack Sahar Unit No. 28 Paisa, Thana - Chauliaganj, Thana (b) No. 5, Tahasil - Cuttack Sadar, Tahasil No. 235, Zilla - Cuttack, Sthitiban Khata No. 144.

<u>Area</u> Plot No. Ac0.490-0.1983 Hectares 765 Ac0.490-0.1983 Hectares 1 Plot

Mouza - Cuttack Sahar Unit No. 28 Paisa, Thana - Chauliaganj, Thana (c) No. 5, Tahasil - Cuttack Sadar, Tahasil No. 235, Zilla - Cuttack, Sthitiban Khata No. 145.

Plot No.	<u>Area</u>	
795	Ac0.670	
1 Plot	Ac0.670 dec.	

Item - 2

- 1. Certified Copy of the record-of-rights
- 2. Other documents which are not traceable at present.

By the Petitioner/Plaintiff through 21.csmeh

Kaman baba 14.5.18

Advocate

VERIFICATION

I. Smt. Kananbala Sahoo, aged about 69 years, D/o. Late Kashinath Sahoo, W/o. Dr. Rabindra Nath Sahoo, resident of Plot No. 880, Mahanadi Vihar, P.O. Nayabazar, P.S. Chauliaganj, District Cuttack - 753004 do here by verify and state that the facts stated in the petition are true to my knowledge and I sign this verification on this 4th day of May, 2018 being present in my lawyer's chamber.

Verificant 14-3.18

AFFIDAVIL

I, Smt. Kananbala Sahoo, aged about 69 years, D/o. Late Kashinath Sahoo, W/o. Dr. Rabindra Nath Sahoo, resident of Plot No. 880, Mahanadi Vihar, P.O. Nayabazar, P.S. Chauliaganj, District Cuttack - 753004 do here by solemnly affirm and state as follows: -

- 1. That I am the Plaintiff/Petitioner in this suit.
- 2. That the facts stated in the petition are true to my knowledge being based on records.

Identified by

1

7. C Sm8/v. Advocate

Ranan bala Sohar Deponent 14.5.18

Certificate

Due to non availability of catridge papers, the petition/plaint is typed in white Advocate thick papers.

by R. R. M. Phoelessay stirms
by Read over and explained the contents to
the deponent who seemed to understand
the same at the time of making affitavit

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Roman bala Sahor ____



In the Court of the Civil Judge (Senior Division) First Court, Cuttack. Civil Suit No. 35% of 2013.

Smt. Kananbala Sahoo

aged about 66 years

D/o. Late Kashinath Sahoo,

W/o. Dr. Rabindra Nath Sahoo,

Resident of Plot No. 880, Mahanadi Vihar,

P.O. Nayabazar,

P.S. Chauliagani,

Cuttack - 753004.

Plaintiff.

D.P. Parija 17-6-13.

X Kanon balo Sahoo 14.6.2013

Vrs.

1. Rajkishore Sahu, aged about 60 years

- 2. Prasanna Kumar Sahoo, aged about 56 years
- 3. Satya Prasanna Sahoo, aged about 53 years
- 4. Chinmaya Kumar Sahoo, aged about 52 years

No 1 to 4 are all sons of late Kashinath Sahoo,

all residents of Chauliaganj,

at: 2, Debatirth Bunglow, New C.G. Road, Opposite of Janata Nagar

P.o. Chandkheda,

Dist: Ahmedabad - 382424,

Gujarat

5. Biswanath Sahoo,

aged about 83 years S/o. Late Gobinda Sahoo, resident of Chauliagani,

P.o. Nayabazar

-P.s. Chauliaganj,

Cuttack - 753004

SHANISTANA DAD

Defendants.

P.S. Chauliaganj,
Cuttack – 753004

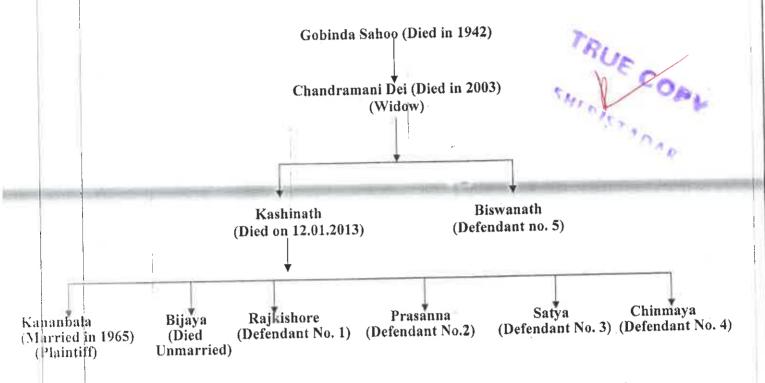
At present Chinmaya Kumar Sahoo,
the defendant no. 4 is residing

X Monanbala Sobro

The Plaintiff above named begs to state as hereunder:

Most Respectfully sheweth:-

- 1. That the property described in the schedule below are the suit property in respect of which relief is sought for in this suit.
- 2. That the following geneology would establish the inter se relationship between the plaintiff and the defendants.



3. That Late Gobinda Sahoo is the common ancestor of the parties who died in the year 1942 leaving behind his widow Chandramani Dei who died in the year 2003 and two sons namely Late Kashinath Sahoo who died on 12.01.2013 and Biswanath Sahoo. Late Kashinath died leaving behind his only daughter Kananbala, the plaintiff. Late Kashinath had five sons out of whom Late Bijaya died unmarried during the life time of Late Kashinath. In the circumstances Late Kashinath died on 12.01.2013 leaving behind four sons namely Rajkishore, the defendant

no. 1. Prasanna Kumar, the defendant no. 2, Satya Prasanna, the

defendant no. 3 and Chinmaya Kumar, the defendant no. 4.

4. That the property described in items 1 and 2 of the schedule are ancestral property. The Plaintiff is entitled to get-1/5th share out of it in so far as the property described in item 1 of the schedule is concerned and 1/8th share from out of the property described in item 2 of the schedule is concerned.

Kanan balo Sobo

5. That inspite of several approaches by the Plaintiff, the defendants did not ultimately refused to make the amicable partition in respect of the schedule property. Now taking advantage of the situation that the Plaintiff is a woman, the defendants are making arrangements to transfer the schedule property by various means ignoring the claim/right of the plaintiff.

6. That the cause of action for this suit arose on dt. 01.06.2013 when the defendants finally refused to make amicable partition in respect of the schedule property and the cause of action arose within the jurisdiction of this Hon'ble Court.

7. That the suit is valued at Rs. 6 lakhs and this being a suit for partition and permanent injunction a fixed court fee of Rs. 300/- is payable and the valuation of permanent injunction being Rs. 100/- a court fee of Rs. 11/- is payable. Thus in toto a court fee worth Rs. 311/- (Rupees Three Hundred Eleven Only) is payable. But the plaintiff being a woman is exempted from paying the court fee.

8. That the plaintiff reserves her right to add, alter and amend the plaint if any new property comes to her knowledge.

9. That in the aforesaid facts and circumstances, the plaintiff prays for the following reliefs: -

a preliminary decree for partition may kindly be passed defining the share of the plaintiff i.e. 1/5th share in item 1 property of the plaint schedule and 1/8th share in item 2 property of the plaint schedule;

Advisor for

12-13

- iii) the plaintiff may kindly be allotted her share through the process of the court;
- the defendants 1 to 5 may kindly be permanently restrained not to alienate and/or encumber the suit property or any part thereof in any manner before actual partition by metes and bounds; and
- the plaintiff may kindly be granted any other relief/reliefs to SHIRISTADAR $\mathbf{v})$ which she is entitled to.

SCHEDULE

Item -1.

(a) Mouza – Cuttack sahara Unit No., 28 Paisa Thana - Chauliaganj, Thana No. 5, Tahasil - Cuttack Sadar, Tahasil No. 235, Zilla - Cuttack, Sthitiban Khata No. 84

Ac0.056 - 0.0229 Hectares 9 Kadis

	Plot No	Area
A. wold	796	Ac0.315
1 - No.		Ac0.004 – 0.0019 Hectares 9 Kadis
Mi Mark	801	Ac0.011 - 0.0046 Hectares 6 Kadis
Ta plan	806	Ac0.094
W - "	869	Ac0.145
	870	Ac0.015
	871/1020	Ac0,219
	871	Ac0;391
	872	Ac0,772
	12 873	Ac0 054
L A Pr	798	Ac0.371 - 0.1503 Hectares 7 Kadis

x Marian balasolros 14.6.2013

(b) Mouza-Cuttack Sahara Unit No. 29 Chauliaganj, Thana -Chauliagani, Thana No. 4, Tahasil = Cuttack Tahasil No. 234, Zilla - Cuttack, Sthitiban Khata No. 87

Plot No.	Area
1438	Ac0.080
1439	Ac0.044
2 Plots	Ac0. 24 dec

(c) Mouza-Cuttack Sahara Unit No. 29 Chauliaganj, Thana - Chauliaganj, Thana No. 4, Tahasil - Cuttack Sadar, Tahasil No. 234, Zilla -Cuttack, KhataNo 90

Plot No.	Area
719	Ac0.040
1 Plot	Ac0.040 dec

(d) Mouza-Cuttack Sahara Unit No. 29 Chauliaganj, Thana -Chauliaganj, Thana No. 4, Tahasil – Cuttack Sadar, SHIRISTADAD Tahasil No. 234, Zilla – Cuttack, Sthitiban Khata No. 88.

Plot No.	Area
999	Ac0,010
1388	Ac0.998
2 Plots	Ac1.008 dec.

(e) Mouza-Cuttack Sahara Unit No. 29 Chauliaganj Thana -Chauliaganj, Thana No. Sadar, 4, Tahasil -Cuttack Tahasil No. 234, Zilla – Cuttack, Sthitiban Khata No. 763

Plot No.	<u>Area</u>
792	Ac0,063
1 Plot	Ac0.063 dec.

Item - 2

(a) Mouza-Cuttack Sahara Unit No. 29 Chauliaganj, Thana = Chauliaganj, Thana No. 4, Tahasil - Cuttack Tahasil No. 234, Zilla - Cuttack, Sthitiban Khata No. 89

Plot No.	Area
1437	Ac0.230
1 Plot	Ac0.230 dec.

(b) Mouza-Cuttack Sahara, Unit No. 28 Paisa, Thana — Chauliaganj, Thana No. 5, Tahasil — Cuttack Sadar, Tahasil No. 235, Zilla — Cuttack, Sthitiban Khata No. 144.

Plot No.	Area
765	Ac0.490 – 0.1983 Hectares
1 Plot	Ac0.490 - 0.1983 Hectares.

(c) Mouza-Cuttack Sahara, Unit No. 28 Paisa, Thana – Chauliaganj,
Thana No. 5, Tahasil – Cuttack Sadar, Tahasil No. 235, Zilla –
Cuttack, Sthitiban Khata No. 145

Plot No.	Area
795	Ac0.670
1 Plot	Ac0.670 dec.

Documents relied upon

- 1. Certified Copy of the record-of-rights.
- 2. Other documents which are not traceable at present.

By the Plaintiff through

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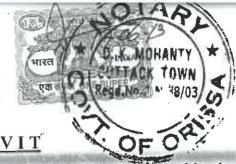
Advocate

VERIFICATION

I, Smt Kananbala Sahu, aged about 66 years, D/o. Late Kashinath Sahoo, W/o. Dr. Rabi Narayan Sahu, resident of Plot No. 880, Mahanadi Vihar, P.o. Nayabazar, P.S. Chauliaganj, District. Cuttack – 753004 do hereby verify and state that the facts stated in the plaint are true to my knowledge and I sign this verification on this the 17th day of June, 2013 being present in my lawyer's chamber.

IN-06-13

Ranan bala Sahoo
14.6.2013
Verificant



AFFIDAVIT

I, Smt Kananbala Sahu, aged about 66 years, D/o. Late Kashinath Sahoo, W/o. Dr. Rabi Narayan Sahu, resident of Plot No. 880, Mahanadi Vihar, P.o. Nayabazar, P.S. Chauliaganj, District. Cuttack — 753004 do hereby solemnly affirm and state as follows:

- 1. That I am the Plaintiff in this suit.
- 2. The facts stated in the plaint are true to my knowledge being based on records.

Identified by

Advocate

Date: 17/06/2013

× Romanbala Sahoo
Deponent 7. 6.20/3

Certificate

Due to non availability of catridge papers, the plaint is typed in white

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COMPARED BY: (2/2/19

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Total Costs ob Ps 71-10

Rupees Seventy one

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